

TEST DESCRIPTION	<p>Hydrostatic: Hydrostatic tests shall be made at not less than 200 psi (13.6 bar) for 2 hours or 50 psi (3.4 bar) above static pressure in excess of 150 psi (10.2 bar) for 2 hours. Differential dry-pipe valve clappers shall be left open during the test to prevent damage. All aboveground piping leakage shall be stopped.</p> <p>Pneumatic: Establish 40 psi (2.7 bar) air pressure and measure drop, which shall not exceed 1 1/2 psi (0.1 bar) in 24 hours. Test pressure tanks at normal water level and air pressure and measure air pressure drop, which shall not exceed 1 1/2 psi (0.1 bar) in 24 hours.</p>		
TEST	All piping hydrostatically tested at <u>200</u> psi ( <u>14</u> bar) for <u>2</u> hours Dry piping pneumatically tested <input type="checkbox"/> Yes <input type="checkbox"/> No Equipment operates properly <input type="checkbox"/> Yes <input type="checkbox"/> No		If no, state reason
	Do you certify as the sprinkler contractor that additives and corrosive chemicals, sodium silicate or derivatives of sodium silicate, brine, or other corrosive chemicals were not used for testing systems of stopping leaks? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Drain test	Reading of gauge located near water supply test connection: <u>70</u> psi ( <u>      </u> bar).	Residual pressure with water in test connection open wide: <u>59</u> psi ( <u>      </u> bar).	
	Underground mains and lead in connections to system riser flushed before connection made to sprinkler piping? Verified by copy of the U Form No. 856 flushed by installer of underground sprinkler piping? <input type="checkbox"/> Yes <input type="checkbox"/> No If power-driven fasteners are used in concrete, has representative sample testing be satisfactorily completed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
BLANK TESTING GASKETS	Number used	Locations	Number removed
WELDING	Welding piping <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes... Do you certify as the sprinkler contractor that welding procedures comply with the requirements of at least AWS B2.1? <input type="checkbox"/> Yes <input type="checkbox"/> No Do you certify that the welding was performed by welders qualified in compliance with the requirements of at least AWS B2.1? <input type="checkbox"/> Yes <input type="checkbox"/> No Do you certify that the welding was carried out in compliance with a documented quality control procedure to ensure that all discs are retrieved, that openings in piping are smooth, that slag and other welding residue are removed, and that the internal diameters of piping are not penetrated? <input type="checkbox"/> Yes <input type="checkbox"/> No		
CUTOUTS (DISCS)	Do you certify that you have a control feature to ensure that all cutouts (discs) are retrieved? <input type="checkbox"/> Yes <input type="checkbox"/> No		
HYDRAULIC DATA NAMEPLATE	Nameplate provided <input type="checkbox"/> Yes <input type="checkbox"/> No	If no, explain	
REMARKS	Dotc left in service with all control valves open		
SIGNATURES	Name of sprinkler contractor <u>High Tech Fire Protection</u> Test witnessed by <u>[Signature]</u> <u>8/13/09</u> For property owner (signed) _____ Title _____ Date _____ For sprinkler contractor (signed) <u>[Signature]</u> Title <u>fitter</u> Date <u>8/13/09</u>		
Additional Explanations and notes	Additional Explanations and notes		

5th

### Contractor's Material and Test Certificate for Aboveground Piping

**PROCEDURE:**  
Upon completion of work, inspection and tests shall be made by the contractor's representative and witnessed by an owner's representative. All defects shall be corrected and systems left in service before contractor's personnel finally leave the job. A certificate shall be filled out and signed by both representatives. Copies shall be prepared for approving authorities, owners, and contractors. It is understood the owner's representative's signature in no way prejudices any claim against contractor for faulty material, poor workmanship, or failure to comply with approving authority's requirements or local ordinances.

PROPERTY NAME: 53 Danforth Street Apartments DATE: 7-27-09

PROPERTY ADDRESS: 53 Danforth Portland, ME

ACCEPTED BY: State Fire Marshal's Office

ADDRESS: #45 Commerce Drive Suite 1 Augusta, Maine 04333-0164

Installation conforms to accepted plans:  Yes  No  
 Equipment used is approved if no, explain:  Yes  No

Has person in charge of fire equipment been instructed as to location of control valves and care and maintenance of this new equipment?  Yes  No  
 If no, explain?

INSTRUCTIONS: Have copies of the following been left on the premises?  
 1. System components instructions  Yes  No  
 2. Care and maintenance instructions  Yes  No  
 3. NFPA 25 (Owners Manual)  Yes  No

LOCATION OF SYSTEM: Supplies building 5TH FLOOR ZONE (Wet System)

SPRINKLERS	MAKE	MODEL	YEAR OF MANUFACTURE	ORIFICE SIZE	QUANTITY	TEMPERATURE RATING
	VICTAULIC	V3804 CONFD	2009	1/2"	64	155°
	VICTAULIC	V3802 CONFD	2009	1/2"	13	155°
	VICTAULIC	V2710 HSW	2009	1/2"	6	155°

PIPING & FITTINGS: Type of pipe: BLACK IRON RISER/CPVC PIPING  
 Type of fittings: BLACK IRON RISER/CPVC PIPING

ALARM VALVE OR FLOW INDIC.: Alarm Device: Type: FLOW Make: ROTRAC Model: NSR FLOW Maximum time to operate through test connection: Minutes: \_\_\_\_\_ Seconds: 40

DRY PIPE OPERATION TEST: Dry valve: Q.O.D. Make: Model: Serial no. Make: Model: Serial no. VIKING I2

	Time to trip through test connection <sup>1</sup>		Water pressure	Air pressure	Trip point air pressure	Time water reaches test outlet <sup>1</sup>		Alarm operated properly	
	Minutes	Seconds	Psi	Psi	Psi	Minutes	Seconds	Yes	No
Without Q.O.D.									
With Q.O.D.									

If no, explain:

DELUGE & PREACTION VALVES: Operation:  Pneumatic  Electric  Hydraulic  
 Piping supervised:  Yes  No  
 Does valve operate from the manual trip, remote, or both control stations?  Yes  No  
 Is there an accessible facility in each circuit for testing?  Yes  No If no, explain.

Make	Model	Does each circuit operate supervision loss alarm?		Does each circuit operate valve release?		Maximum time of operate release	
		Yes	No	Yes	No	Minutes	Seconds

PRESSURE REDUCING VALVES: Location and floor: Make & Model: Setting: Static Pressure: Inlet (psi) outlet (psi) Residual Pressure (flowing): Inlet (psi) outlet (psi) Flow rate: Flow (gpm)

1 Measured from time inspector's test connection is opened.

TEST DESCRIPTION	<p>Hydrostatic: Hydrostatic tests shall be made at not less than 200 psi (13.6 bar) for 2 hours or 50 psi (3.4 bar) above static pressure in excess of 150 psi (10.2 bar) for 2 hours. Differential dry-pipe valve clappers shall be left open during the test to prevent damage. All aboveground piping leakage shall be stopped.</p> <p>Pneumatic: Establish 40 psi (2.7 bar) air pressure and measure drop, which shall not exceed 1 1/2 psi (0.1 bar) in 24 hours. Test pressure tanks at normal water level and air pressure and measure air pressure drop, which shall not exceed 1 1/2 psi (0.1 bar) in 24 hours.</p>		
TEST	All piping hydrostatically tested at <u>200</u> psi ( <u>14</u> bar) for <u>2</u> hours Dry piping pneumatically tested <input type="checkbox"/> Yes <input type="checkbox"/> No Equipment operates properly <input type="checkbox"/> Yes <input type="checkbox"/> No		If no, state reason
	Do you certify as the sprinkler contractor that additives and corrosive chemicals, sodium silicate or derivatives of sodium silicate, brine, or other corrosive chemicals were not used for testing systems of stopping leaks? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Drain test	Reading of gauge located near water supply test connection: <u>65</u> psi ( <u>    </u> bar).	Residual pressure with valve in test connection open wide: <u>62</u> psi ( <u>    </u> bar).
	Underground mains and lead in connections to system riser flushed before connection made to sprinkler piping? Verified by copy of the U Form No. 85B flushed by installer of underground sprinkler piping? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If power-driven fasteners are used in concrete, has representative sample testing been satisfactorily completed? <input type="checkbox"/> Yes <input type="checkbox"/> No Other Explain: _____ If no, explain: _____		
BLANK TESTING GASKETS	Number used	Locations	Number removed
WELDING	Welding piping <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes...		
	Do you certify as the sprinkler contractor that welding procedures comply with the requirements of at least AWS B2.1?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Do you certify that the welding was performed by welders qualified in compliance with the requirements of at least AWS B2.1?  Do you certify that the welding was carried out in compliance with a documented quality control procedure to ensure that all discs are retrieved, that openings in piping are smooth, that slag and other welding residue are removed, and that the internal diameters of piping are not penetrated?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CUTOUTS (DISCS)	Do you certify that you have a control feature to ensure that all cutouts (discs) are retrieved? <input type="checkbox"/> Yes <input type="checkbox"/> No		
HYDRAULIC DATA NAMEPLATE	Nameplate provided <input type="checkbox"/> Yes <input type="checkbox"/> No		If no, explain:
REMARKS	Date left in service with all control valves open		
SIGNATURES	Name of sprinkler contractor <u>High Tech Fire Protection</u>		
	For property owner (signed)		Test witnessed by <u>Lang Ross</u> <u>8/13/09</u> Title _____ Date _____
	For sprinkler contractor (signed) <u>Josh Pucharme</u>		Title <u>fitter</u> Date <u>8/13/09</u>
Additional Explanations and notes			

**STRUCTURAL TEST AND INSPECTIONS REPORT**

**FIELD REPORT NO: 10**

Project: **53 Danforth Street**  
**Portland, ME 04101**

Contractor: **Wright-Ryan Construction**  
**10 Danforth Street**  
**Portland, ME 04101**

Client: **Archetype**  
**48 Union Wharf**  
**Portland, ME 04101**

Date: **12/22/08**  
Temperature/ Weather: **Sunny, 20F**

**Present At Site:** Larry Ross - Wright Ryan  
Bill Doherty - Constructive Services

**Work in Progress / Observations:**

- 10.1 We were assigned to the above stated project to witness the post tensioning of the tendons at the 2nd level structural slab.
- 10.2 The measurements of the elongated tendons are presented with notes included.  
Item 9.4 was previously completed.
- 10.3 The tendon mark numbers were remarked in this report different from the shop drawings to prevent any discrepancies when recording the measurements.

**Action Required / Items to Verify**

000941  
40 A 13  
12/22/08

Blair Budka  
\_\_\_\_\_  
**FIELD REPRESENTATIVE**

Linas J. Dabrila  
\_\_\_\_\_  
**REVIEWED BY**

POST TENSIONING FIELD RECORD				BARKER STEEL LLC						
Customer Name: <b>ARCHETYPE</b>		Project Name: <b>53 DAN FORTH PORTLAND</b>		Contract Number:						
Area: <b>2ND Floor SLAB</b>		Drawing Number: <b>ME</b>		Strand Size: <b>1/2"</b>						
Overstressed Gauge Pressure: <b>5400</b>		Jack Ram Travel: _____ Inches		Jack Number: <b>1952</b>		Ram Area: <b>6.88</b> Sq. ft. <b>Load 33,000 lbs</b>				
Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation				
				Maximum	Minimum	1st	2nd	Total		
LINE K	1A			1 1/8	1 1/4		X	3/4	1 1/8	
	B						X	1"		
	2A						X	3/4"		
	B						X	3/4		
	C						X	3/4		
	3A						X	3/4		
	B						X	3/4		
	C						X	5/8		
	4A				2 7/8	3 1/4				2 7/8
	B									2 7/8
	C									2 7/8
	5A				3	3 1/2				3 1/2
B								3		
C								3 1/2		
6A								3		
B								3		
C								3		
7A				4 1/8	4 5/8			4 1/2		
B								4 1/2		
8A								4 1/4		
B								4 1/4		
C								4 1/2		
9A								4 1/2		
B								4 1/4		
C								4 1/2		
10A								4 1/2		
B								4 1/2		
11A				3 7/8	4 1/2			3 7/8		
B								4 1/2		
12A								4 1/4		
B								4 1/2		
C								4 1/2		
13A								4 1/2		
B								4 1/2		
C								4 1/2		

TYPE NOTE: MF denotes ONE end stressing  
MM denotes TWO end stressing

Computed By:

REMARKS:

Date: 12-22-08

Page 1 of 7 Pages

40A31

POST TENSIONING FIELD RECORD		BARKER STEEL LLC						
Customer Name:		Project Name:			Contract Number:			
Area:		Drawing Number:			Strand Size:			
Overstressed Gauge Pressure:		Jack Ram Travel:			Inches			
Jack Number:		Ram Area:			Sq. In.			
Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation		
				Maximum	Minimum	1st	2nd	Total
	13A			3 7/8	4 1/2			4
	B							4
	C							3 7/8
	14A							4 1/8
	B							4 5/8
	C							4 3/8
	15A							4 1/8
	B							4
	C							4 1/4
	16A							4 1/8
	B							4
	C							4 1/4
	17A							4
	B							4
	C							4 1/8
	18A							4
	B							4 1/4
	C							4 1/4
	19A							4 1/4
	B							4 3/8
	C							4 1/2
	20A							4 1/4
	B							4 1/4
	C							4 1/8
	21A							4
	B							4
	C							3 7/8
	22A							4 1/8
	B							3 1/8
	23A			6 1/8	7 1/8			7"
	B							7 1/4
	24A							7
	B							7
	C							7 1/8

**TYPE NOTE:** MF denotes ONE end stressing  
MM denotes TWO end stressing

**REMARKS:**

Computed By: \_\_\_\_\_  
Date: 12-02-08  
Page 2 of 7 Pages

13A 7/8

POST TENSIONING FIELD RECORD		BARKER STEEL LLC						
Customer Name:		Project Name:			Contract Number:			
Area:		Drawing Number:			Strand Size:			
Overstressed Gauge Pressure: _____		Jack Ram Travel _____ inches						
Jack Number: _____		Ram Area _____ Sq. in.						
Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation		
				Maximum	Minimum	1st	2nd	Total
Truss K	24A			6 1/8	7 7/8			7
	B							7 1/8
	C							7
	25A							7 3/8
	B							7
	C							7
	26A							7
	B							7 1/8
	27A			2 5/8	3			2 5/8
	B							2 5/8
	28A							2 5/8
	B							2 5/8
	C							2 5/8
	29A			7	8 1/8			7
	B							7 1/4
	30A							7 1/4
	B							7 1/2
	31A			5 3/4	4 5/8			6
	B							6
	C							6 1/8
	D							6 1/8
	32A							6
	B							6
	C							6 1/8
	D							5 7/8
	33A							6
	B							6
	C							6
	D							6
	34A			7 1/8	8 1/4			7 1/4
	B							7 1/4
	35A							7 1/2
	B							7 1/8
	C							7 3/4

**TYPE NOTE:** MF denotes ONE end stressing  
MM denotes TWO end stressing

**REMARKS:**

Computed By: \_\_\_\_\_

Date: 12-22-08

Page 3 of 7 Pages

12H 7/8

**POST TENSIONING FIELD RECORD** **BARKER STEEL LLC**

Customer Name:	Project Name:	Contract Number:
Area:	Drawing Number:	Strand Size:
Overstressed Gauge Pressure: _____	Jack Ram Travel _____ inches	
Jack Number: _____	Ram Area _____ Sq. In.	

Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation		
				Maximum	Minimum	1st	2nd	Total
Line 1	36A			7 1/8	8 1/4			7 1/4
	B							7 1/4
	C							7 1/2
	37A							7 1/2
	B							7 1/4
	C							7 1/2
	38A							7 1/2
	B							7 1/4
	C							7 3/4
	39A							7 1/4
	B							7 1/2
	C							7 1/2
Line 2	40A							7 3/4
	B							7 1/2
	41A			8 1/2	9 7/8			9 7/8
	B							9 1/8
	C							9 4/8
	42A							9 1/4
	B							9 1/2
	C							9 1/8
	43A				9 3/8	10 7/8		
	B							9 3/8
	C							10 1/4
	44A							10
B							9 1/2	
C							9 3/8	
Line 1	45A			8 3/4	10			9 1/2
	B							9 1/2
	C							9 1/4
	46A							9
	B							9 1/2
	C							8 3/4
	47A							8
	B							9 1/4
C							9 1/4	

TYPE NOTE: MF denotes ONE end stressing  
MM denotes TWO end stressing

Computed By: \_\_\_\_\_

REMARKS: \_\_\_\_\_

Date: 12-22-08

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12/22/08



POST TENSIONING FIELD RECORD BARKER STEEL LLC

Customer Name:	Project Name:	Contract Number:
Area:	Drawing Number:	Strand Size:
Overstressed Gauge Pressure:	Jack Ram Travel:	inches
Jack Number:	Ram Area:	Sq. In.

Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation		
				Maximum	Minimum	1st	2nd	Total
	48A			8 3/4	10			8 3/4
	B							9
	C							9
	49A							9 1/4
	B							9 1/4
	C							9 1/4
	50A							9 1/4
	B							8 3/4
	C							9 1/4
	51A			9 1/2	10 7/8			9 1/4
	B							9
	C							9 1/4
	52A							9 1/2
	B							9 1/2
	C							9 1/2
	53A							10 1/4
	B							9 3/4
	C							9 1/2
	54A			8 1/8	9 1/4			8 5/8
	B							8 5/8
	55A							9
	B							8 1/2
	C							8 1/4
	56A							8 5/8
	B							8 5/8
	C							8 5/8
	57A							8 1/4
	B							8 5/8
	C							8 1/8
line 2	58A			4 1/8	4 3/4			4 7/8
	B							4 1/4
	C							4 1/8
	59A							4 1/8
	B							4 3/8
	C							4 3/8

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TYPE NOTE: MF denotes ONE end stressing  
MM denotes TWO end stressing

Computed By:

REMARKS:

Date: 12-22-08

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1E4031

POST TENSIONING FIELD RECORD			BARKER STEEL LLC					
Customer Name:		Project Name:		Contract Number:				
Area:		Drawing Number:		Strand Size:				
Overstressed Gauge Pressure: _____		Jack Ram Travel _____		Inches				
Jack Number: _____		Ram Area _____		Sq. In.				
Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation		
				Maximum	Minimum	1st	2nd	Total
	60A			4 1/8	4 3/4			4 3/8
	B							4 1/8
	C							4 1/4
	61A							4 3/8
	B							4 1/2
	62A			1 3/4	2 1/8			1 7/8
	B							1 7/8
	C							1 7/8
	63A							1 7/8
	B							2
	C							2
	64A							2
	B							1 3/4
	C							1 7/8
	65A							2
	B							2
	C							2
	66A							1 7/8
	B							1 7/8
	C							2
	67A							1 7/8
	B							1 5/8
	68A							1 7/8
	B							1 7/8
Line A	69A			3 3/4	4 5/8			4 1/4
	B							4 1/8
	C							4 1/2
Line A	70A							4 1/8
	B							4 1/8
Line 9	71A			1 3/4	2			1 7/8
	B							1 3/4
	72A							1 7/8
	B							1 7/8
	73A							1 3/4
	B							1 7/8
	C							1 7/8

TYPE NOTE: MF denotes ONE end stressing  
MM denotes TWO end stressing

REMARKS:

Computed By: \_\_\_\_\_  
Date: 12-22-08  
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12/22/08

POST TENSIONING FIELD RECORD			BARKER STEEL LLC					
Customer Name:		Project Name:		Contract Number:				
Area:		Drawing Number:		Strand Size:				
Overstressed Gauge Pressure: _____		Jack Ram Travel _____ inches						
Jack Number: _____		Ram Area _____ Sq. In.						
Location	Mark	Stressing Length	Type	Computed Total Elongation		Actual Elongation		
				Maximum	Minimum	1st	2nd	Total
	74A			1 3/4	2 1/8			1 7/8
	B							2
	C							1 3/4
	75A							1 3/4
	B							1 3/4
	C						*	1 1/2
	76A						*	1 1/2
	B						*	1 1/2
	C							1 3/4
	77A							1 3/4
	B							1 3/4
	C						*	1 7/8
1.00G-69	78A			1	1 1/4		*	3/4
	B						*	1 1/8
	C						*	3/4
	79A						*	1
	B						*	5/8
	C						*	3/4
	80A							7/8
	B							7/8
	81A			1 3/4	2 1/8			1 3/4
	B							1 3/4
	C							2
	82A							1 3/4
	B							1 3/4
	C							1 3/4

1 3/4  
1 3/4  
1 7/8  
1 1/8  
1 1/8  
1 1/8  
1  
3/4  
1 1/8

TYPE NOTE: MF denotes ONE end stressing  
MM denotes TWO end stressing

Computed By:

REMARKS:

Date: 12-22-08

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1E4017 \* INDICATES TENDONS WERE PRESTRESSED A 2ND TIME UP TO GAGE PRESSURE 5500PSI (34,500lbs)



*Comments Submitted*

**To:** Marge Schmuckal  
Mike Farmer  
Dan Goyette  
Tom Errico  
Jim Carmody  
Capt. Greg Cass  
Jeff Tarling

**From:** Shukria Wiar

**Date:** February 27, 2008

*2/27/08*

---

Additional information submitted for the following project:

**Application ID #: 1302**

**Project Name: The Szanton Company**

**Project Address: 51-59 Danforth Street**

**Final Comments needed by: ASAP**

**The project is scheduled for a workshop on March 11, 2008. Please submit any comments by March 5, 2008.**

**Thank you.**

FEB 27 2008

**A R C H I T E C T Y P E**

---

February 22, 2008

Shukria Wiar  
Portland City Hall  
389 Congress Street  
Portland, Maine 04101

**RE: 51-59 Danforth Street**

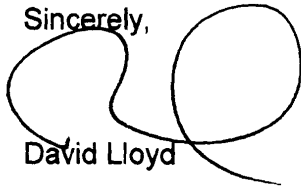
Dear Shukria,

We are resubmitting on the above mentioned project. The building is essentially as originally proposed in its design materials and aesthetics but has changed proportionally.

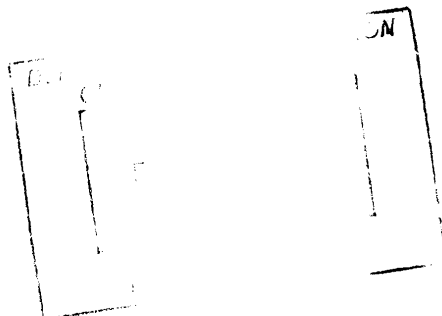
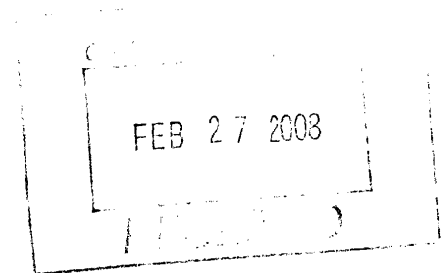
As a direct result of meeting with our residential neighbors and comments and concerns from planning board members we have adjusted and shortened the building width along the south elevation on Danforth Street. The easterly property line is pie shaped so the setbacks are not consistent, but basically we have taken the setback at the pinch point and changed it from seven feet seven and three quarter inches and increased it to thirteen feet nine and three sixteenth inches at the minimum and to nineteen feet three and five sixteenth inches at the maximum. We have also increased the set back on the westerly side from minimum of seven feet and increased it to nine feet nine six and three eighths inches at the minimum and to eleven feet seven and seven eighths inches at the maximum. We believe this change to be in the best interest of the neighbors by allowing more light and space between residential uses and scaling the building mass down along Danforth Street.

We would also, at this time, adjust our building height to 54'-8". We believe we can design the building below this height but will propose this height until we have completed our site grading. Please call with any questions or concerns.

Sincerely,



David Lloyd



2/27/08

2/2/08

<b>Vehicle Ownership Per Household in Income-restricted Apartments on the Portland Peninsula</b> compiled February 2008 by The Szanton Company			
<b>Name of Property</b>	<b>Address</b>	<b># of income-restricted units</b>	<b># of Vehicles in income-restricted units</b>
Lafayette Square Apartments	638 Congress Street (Congress & Park Streets)	87	48
Unity Village	24 Stone Street (Cumberland Ave & Myrtle St)	26	14
Casco Terrace	41 State Street	13	10
Walker Terrace	1 Walker Street (Walker & Congress Streets)	22	16
The following numbers were gathered in June 2004:			
St. Dominic's Family Housing	42 Gray Street	12	9
Parkside Court	14 Sherman Street	5	2
170-172 Clark Street		6	2
21 May Street		2	0
214-216 Danforth St.		6	1
30-30A Cushman St.		4	3
251 Danforth St.		4	3
56-58 Pine St.		2	1
8 Cushman St.		3	2
Rosa True School	44 Park Street	8	11
		<b>200</b>	<b>122</b>
<b>Parking ratio = .61 autos/unit</b>			

FEB 27 2008

[Find](#) | [Property Lookup](#) | [Notices](#) | [Forms](#) | [Application](#) | [Invoicing](#) | [Charges](#) | [Close](#)

[Zone](#)

**Appl ID** | 1302 | **Dept** | PB | **Appl. Date** | 01/07/2008 | **CBL** | 040 A013001 | **Recommendation Date**  
**Status** | Open | **Property Location** | 51-59 Danforth Street | **Approval Date**  
**Appl Type** | Conditional/Contract Rezoning | **Review Type** | Committee Review | **Enactment Date**

Comment Date	Comment	Add	Delet	Save
02/29/2008	This is a conditional/contract rezoning which is not complete at this time. I can not zone this application with the specifics of the conditional/contract. I will wait for the contract.			
	<b>Name</b>   mes	<b>Follow Up Date</b>	<b>Completed</b>   <input type="checkbox"/>	
01/07/2008	Labels were created for the applicant to hold a neighborhood meeting prior to submitting an application. A notification map was also prepared and saved in the rezoning folder for this project to be used after application submitted.			
	<b>Name</b>   jmy	<b>Follow Up Date</b>	<b>Completed</b>   <input type="checkbox"/>	

**Created By:** | jmy | **Create Date:** | 01/07/2008 | **Mod By:** | jmy | **Mod Date:** |



**City of Portland, Maine  
Department of Planning and Development  
Conditional/Contract Rezoning Application**

1/23/09

**Application ID:** 1302 **Application Date:** 01/07/2008 **CBL:** 040 a013 **Property Location:** 51-59 Danforth Street

**Applicant Information:**

Maine Workforce Housing  
Name

The Szanton Company  
Business Name

One City Center, 4th Floor  
Address

Portland, ME 04101  
City, State and Zip

207-871-9811 207-775-4325  
Telephone Fax

**Applicant's Right, Title or Interest in Subject Property:**

\_\_\_\_\_

**Current Zoning Designation:** R6

**Existing Use of Property:**

Auto Repair shop and accompanying parking lot

*Handwritten:* 430  
1290K-J

**Proposed Use of Property:**

The existing building on site will be demolished to make way for a five-story apartment building, with 40 parking spaces at grade level and 43 apartments on the upper four levels. The apartments will be mixed income with approximately 13 market rate units and 30 income restricted units. The building design will strive to compliment the surrounding historical architecture of the neighborhood.

**Property Owner:**

JB Brown & Sons  
Name

481 Congress Street  
Address

Portland, ME 04112  
City, State and Zip

207-774-5908  
Telephone Fax

**Amendment A**

**Amendment B**

**Amendment C**

**Section 14:** \_\_\_\_\_

**Requested:**

JAN 23 2009

**Planning Approval**

**REVIEW TYPE:** Committee Review

**RECOMMENDATION DATE:** \_\_\_\_\_ **APPROVAL DATE:** \_\_\_\_\_ **ENACTMENT DATE:** \_\_\_\_\_





# Zoning Amendment Application

Department of Planning and Development  
Portland Planning Board

1. **Applicant Information**

Maine Workforce Housing  
Name

c/o The Szanton Company  
One City Center, 4th floor  
Address

Portland, ME 04101

871-9811      775-4325  
Phone                      Fax

2. **Subject Property**

51 and 53 Danforth St.  
Address

Portland, ME 04101

40-A-13; 40-A-25  
Assessor's Reference (Chart-Block-Lot)

3. **Property Owner:**         Applicant      x   Other

J.B. Brown & Sons  
Name

481 Congress St.  
Address

Portland, ME 04112-0207

774-5908  
Phone                      Fax

**RECEIVED**

**JAN 15 2008**

**City of Portland  
Planning Division**

4. **Right, Title, or Interest:** Please identify the status of the applicant's right, title, or interest in the subject property:

Prospective purchaser under a Purchase and sale agreement.

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

5. **Vicinity Map:** Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

6. **Existing Use:**

Describe the existing use of the subject property:

Auto repair shop and accompanying parking lot.

7. **Current Zoning Designation(s):**  R6

8. **Proposed Use of Property:** Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

The existing building on site will be demolished to make way for  
a five-story apartment building, with 40 parking spaces at grade  
level and 43 apartments on the upper four levels. The apartments  
will be mixed income with approximately 13 market rate units and  
30 income-restricted units. The building design will strive to  
complement the surrounding historical architecture of the  
neighborhood.

9. **Sketch Plan:** On a separate sheet, please provide a sketch plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1' = 100')

10. **Proposed Zoning:** Please check all that apply:

A. \_\_\_\_\_ Zoning Map Amendment, from \_\_\_\_\_ to \_\_\_\_\_

B. \_\_\_\_\_ Zoning Text Amendment to Section 14-\_\_\_\_\_

For Zoning Text amendment, attached on a separate sheet, the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (~~example~~), and language to be added is depicted with underline (example).

C.  Conditional or Contract Zone

A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan and compatible with surrounding neighborhood. (Please refer to Division 1.5, Sections 14-60 to 62)

11. **Application Fee:** An Application Fee must be submitted by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below.) The applicant also agrees to pay all costs of publication (or advertising) of the Workshop and Public Hearing notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

Fee for Service Deposit            \$200.00  
(This fee is required for all applications in addition to the application fee listed below)

\_\_\_\_\_ Zoning Map Amendment        \$2,000.00

\_\_\_\_\_ Zoning Text Amendment        \$2,000.00

x   Contract/Conditional Rezoning

Under 5,000 sq. ft.	\$1,000.00
5,000 sq. ft. and over	\$3,000.00

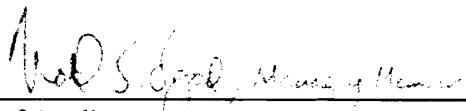
**12. Advertising/Notices:**

Legal Advertisements                      Applicant will pay a percent of the total advertisement

Notices    .55 cents each  
(receipt of application, workshop and public hearing notices will be sent)

NOTE: Legal notices placed in the newspaper for the public hearing meeting are required by State Statue and local ordinance. The cost of any and all newspaper advertisements, legal advertisements and Planning Board notices will be billed directly to the applicant.

**13. Signature:** The above information is true and accurate to the best of my knowledge.

	<u>1/14/07</u>
Signature of Applicant	Date of Filing

**Further Information:**

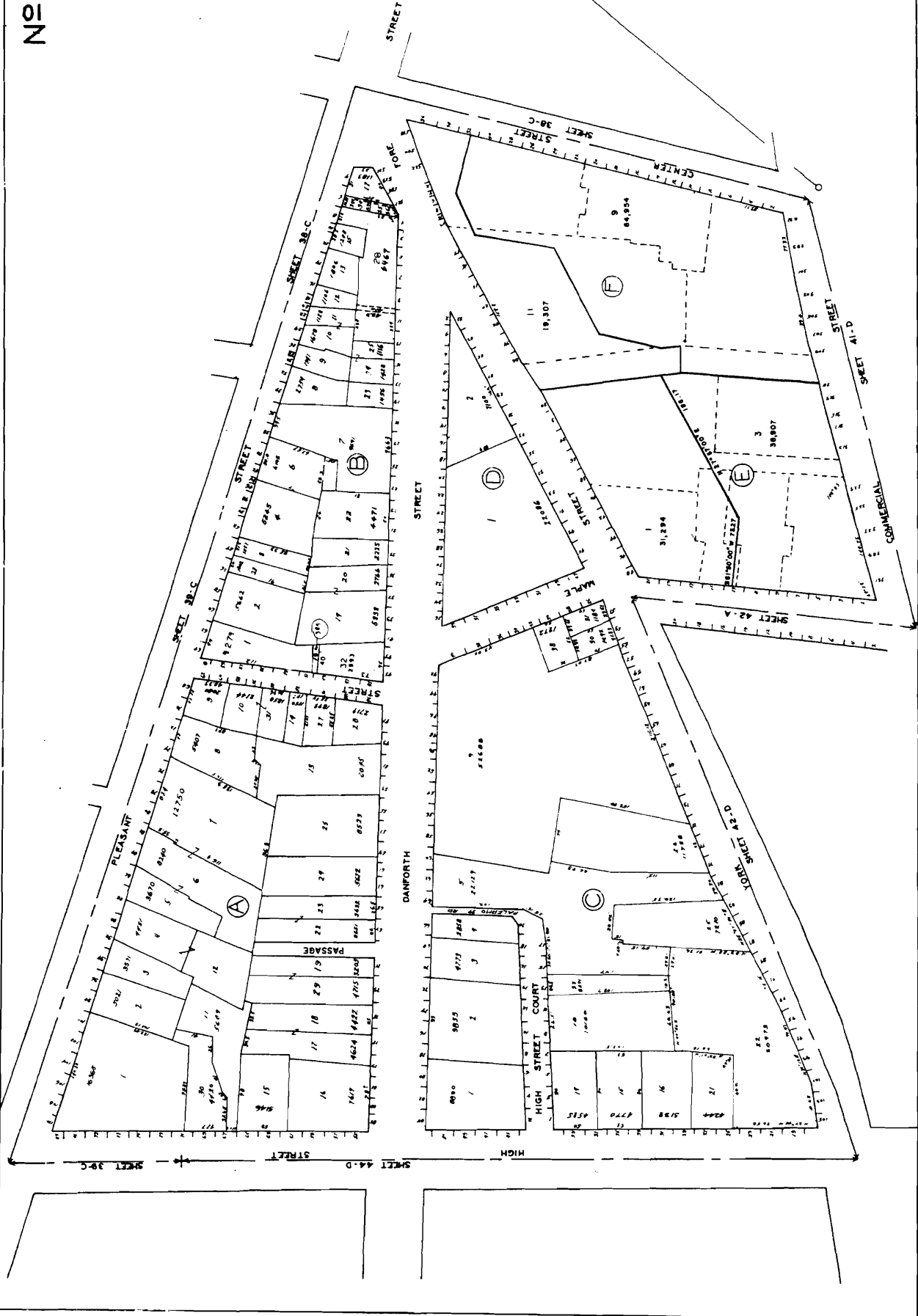
Please contact the Planning Division for further information regarding the rezoning process. Applicants are encouraged to make an appointment to discuss their rezoning requests before filing the application.

Applicants are encouraged to include a letter or narrative to accompany the rezoning application which can provide additional background or context information, and describe the proposed rezoning and reasons for the request in a manner that best suits the situation.

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

Portland Planning Board  
Portland, Maine

N=40



CITY OF PORTLAND  
ASSESSORS PLAN  
SCALE 1" = 90'

RETRACED 2-15-67

## **53 Danforth Street**

### **Property owners adjacent to 51-53 Danforth:**

Lot 40-A-28 or 46 Maple St.: J.B. Brown & Sons

Lot 40-A-27 or 50 Maple St.: Tracy St. Pierre and Margaret Broucek

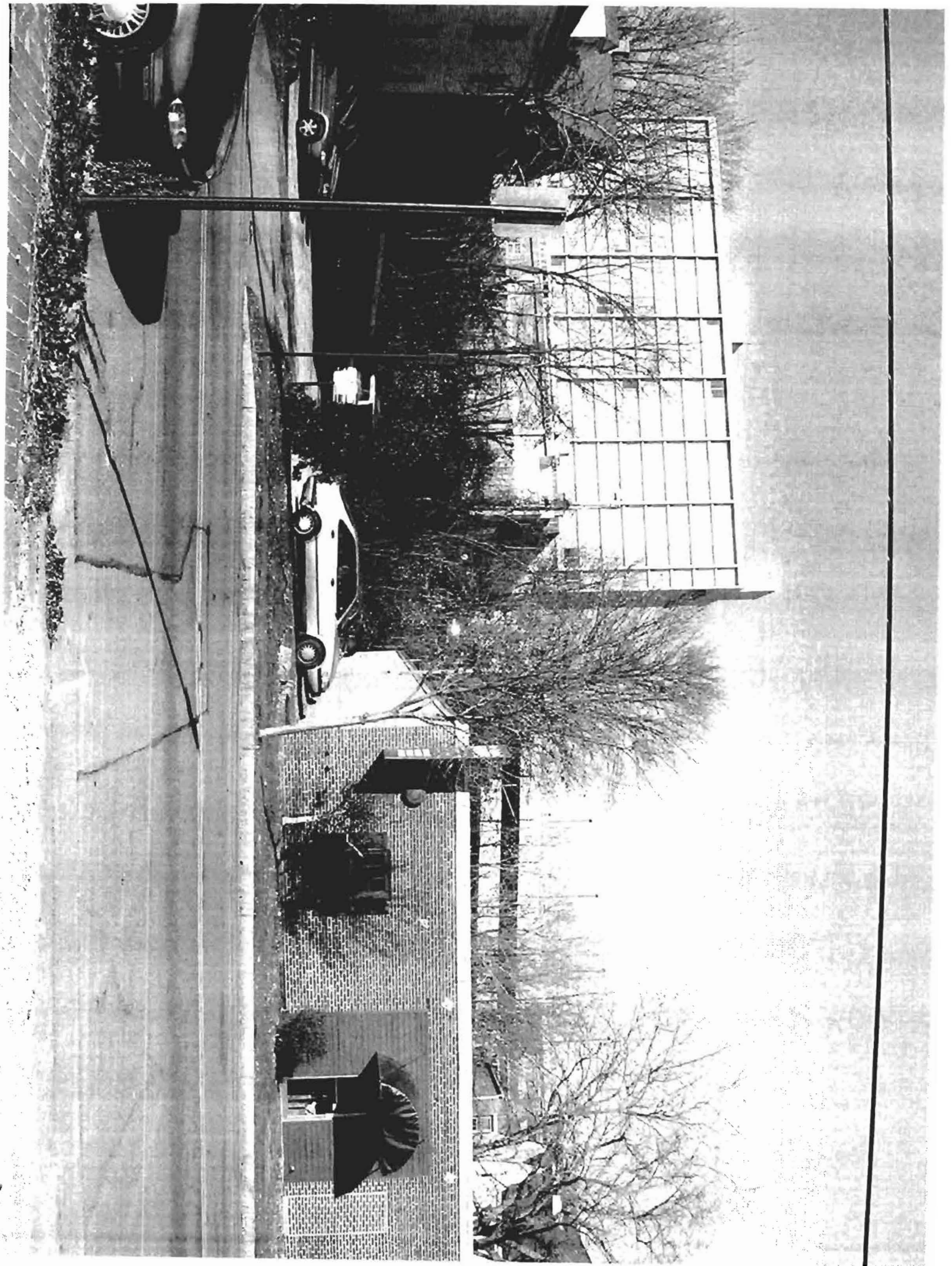
Lot 40-A-14 or 52 Maple St.: William Berlingieri and Suzann Kole

Lot 40-A-10-31 or 54-58 Maple St.: Ingraham & Youth Alternatives

Lot 40-A-8 or 74 Pleasant St.: J.B. Brown & Sons

Lot 40-A-5-6-7 or 76 Pleasant St.: Harper Hotels Inc.

Lot 40-A-24 or 63 Danforth St.: East Danforth LLC



The chart below demonstrates what The Szanton Company is proposing for a Conditional Rezone at 53 Danforth Street and what would be allowed/required in the R-6 zone for setbacks, density, parking, etc...

From the City of Portland Code of Ordinances,

The purpose of the R-6 residential zone is: (a) To set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for different types of households...

Dimension	Proposed	R-6	R-7
Minimum lot size	16470 sq. feet	4500 sq. feet	None
Front yard setback	6 feet	10 feet	None
Rear yard setback	Minimum: 1' 10" Maximum: 15' 2"	20 feet	Minimum Yard Dimensions: None, except that on lots or portions of lots which abut a lot under separate ownership with existing residential development, the side or rear setbacks of the R-6 Zone shall apply in areas adjacent to such abutting residential lot. In no case, however, shall this provision require a setback that the distance between the existing residential building and proposed new residential structure exceed the combined setbacks of the respective zones.
Side yard setback	Minimum: 1' 11 5/8" Maximum: 12' 8"	5 stories...15 feet. The width of (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than ten (10) feet.	Same as above
Lot coverage	60%	Maximum forty (40) percent of lot area for lots which contain twenty (20) or more dwelling units.	100%

Density	16,470 square feet/number of units. 43 units=383 sq. feet.	One thousand square (1000) feet per dwelling unit; and in the case of new construction, one thousand two hundred (1200) square feet for each dwelling unit after the first three units. In our case, this would allow only 14 units.	...except for developments which are located within 500 feet, property line to property line, of a municipal park or playground, the density may be increased to four hundred thirty five (435) square feet of land per dwelling unit... Note: at this density, our project would be limited to 37 units.
Maximum height	54 feet	45 feet	50 feet
Parking spaces	40 parking spaces, or a .93 to 1 ratio.	Off-street parking, either by means of open-air space or by garage... For new construction, two (2) parking spaces for each dwelling unit, plus one (1) additional parking space for every six (6) units or fraction thereof. In our case, this would require 93 off-street parking spaces.	1:1 ratio
Open space ratio	Within 500 feet of a municipal playground. Planted shrubbery around perimeter of building.	Thirty (30) percent for those lots which contain twenty (20) or more dwelling units.	
Street frontage	128 feet	Minimum forty (40) feet	



Received  
3/6/08

EDWARD J. SUSLOVIC (MAYOR)(A/L)  
KEVIN J. DONOGHUE (1)  
DAVID A. MARSHALL (2)  
DANIEL S. SKOLNIK (3)  
CHERYL A. LEEMAN (4)

CITY OF PORTLAND  
IN THE CITY COUNCIL

JAMES I. COHEN (5)  
JOHN M. ANTON (A/L)  
JILL C. DUSON (A/L)  
NICHOLAS M. MAVODONES (A/L)

**ORDER AUTHORIZING AMENDMENT TO CITY CODE  
SEC. 14-49 (ZONING MAP AMENDMENT)  
RE: CONDITIONAL REZONING FOR 53 DANFORTH STREET**

**ORDERED**, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

**BE IT FURTHER ORDERED**, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

Contract by Maine Workforce Housing LLC  
53 Danforth Street, Portland, Maine

**This contract** made this \_\_\_\_ day of \_\_\_\_\_, 2008 by **MAINE WORKFORCE HOUSING LLC**, a Maine Limited Liability Corporation having a place of business at One City Center, 4<sup>th</sup> Floor, Portland, Maine (hereinafter "Developer").

**WHEREAS**, Developer has entered into a purchase and sale agreement for property at 53 Danforth Street, Portland, Maine; and

**WHEREAS**, the 53 Danforth Street property is more specifically described and shown on the Portland Assessors Map as contiguous Parcels 40-A-13 and 40-A-25 (the "Property"); and

**WHEREAS**, Developer filed a Zone Change Application with the City of Portland ("City") to modify an existing R-6 zone to permit the construction of apartments in a denser development pattern than that which would otherwise have been permitted under the R-6 provisions; and

**WHEREAS**, Portland's Comprehensive Plan, adopted November, 2002, calls for the City to "maximize development where public infrastructure and amenities, such as schools, parks, public/alternative transportation, sewer lines and roads exist, or may be expanded at minimal costs (p. 21); and

**WHEREAS**, Portland’s Comprehensive Plan calls for the City to “allow development along transit corridors and near community commercial centers to evolve at a density sufficient to make public transit, walking, and biking viable options (p. 24); and

**WHEREAS**, Portland’s Comprehensive Plan calls for the City to “encourage higher density housing for both rental and homeownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation (p. 44); and

**WHEREAS**, Portland’s Comprehensive Plan calls for the City to “identify vacant land and redevelopment opportunities throughout the City to facilitate the construction of new housing (p. 45); and

**WHEREAS**, the Portland Planning Board determined that the proposed rezoning would provide needed rental housing, both income-restricted and market rate, in the City; and

**WHEREAS**, the Portland Planning Board determined that the proposed rezoning would effectuate a development which substantially improves the existing site; and

**WHEREAS**, the Portland Planning Board determined that the proposed rezoning would not produce undue negative impacts on the commercial and residential neighborhood surrounding it; and

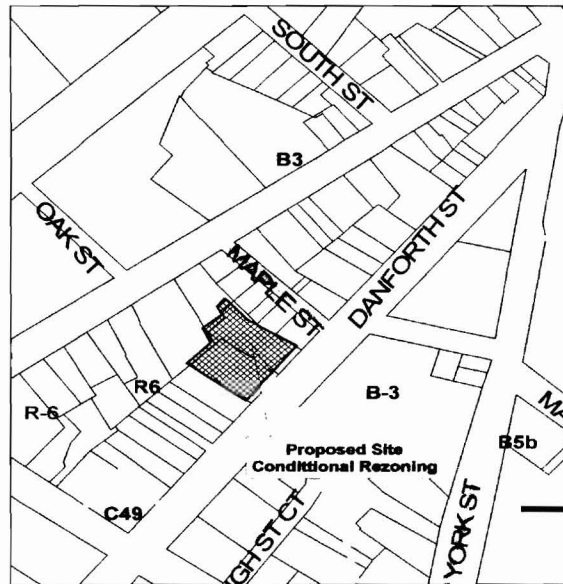
**WHEREAS**, the Portland Planning Board, pursuant to 30-A M.R.S.A. §4352(8), and after all notice and hearing and due deliberations required by law, recommended the rezoning of the Property, subject, however, to certain conditions; and

**WHEREAS**, the City, by and through its City Council, has determined that because of the unique circumstances of the site, being an infill site, it is necessary and proper to impose the following conditions and restrictions in order to ensure that the rezoning is consistent with the City’s Comprehensive Plan and such rezoning would not unreasonably interfere with the existing and permitted uses within the underlying R-6 zone; and

**WHEREAS**, the Developer has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind Developer; and

**NOW, THEREFORE**, in consideration of the rezoning of the Property, Developer contracts to be bound by the following terms and conditions:

1. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the following map change.



51-59 Danforth Street  
 Proposed Conditional Rezoning:  
 Residential R-6 to R-7

2. The use of the Property shall consist of a multi-family apartment building with no more than forty-three (43) units, and no more than five stories. An on-premises management office, serving this building only, may be included within the structure.
3. The property (hereinafter the “Development”) shall provide a mix of one and two bedroom units, with the smallest unit no less than 550 square feet.
4. The Development shall provide at least thirty-eight (38) off-street parking spaces on the site. The cost of a space shall be included in each tenant’s rent. However, in view of having as many as five fewer parking spaces than apartments at the Development, the Developer may incent persons without private vehicles to live at the Development by offering a reduction in rent for persons who do not own a vehicle.
5. Thirty (30) of the apartments at the Development will be designated for residents whose median income is at or below sixty percent (60%) of the area median income. This restriction shall remain in place for a period of time not to be less than 30 years.
6. The Property will be developed substantially in accordance with the Site Layout Plan (the “Site Plan”), Attachment 1, the elevations (the “Elevations”), Attachment 2, by Archetype, P.A. Architects (dated \_\_\_\_\_, 2008 and \_\_\_\_\_, 2008, respectively) and the architectural renderings, Attachment 3 (undated). The Planning Board shall review the Development according to the site plan and subdivision provisions of the Portland Land Use Code.
7. The underlying dimensional requirements of a residential structure in the R-6 zone are modified as follows:

- a. **Setbacks:**
  - **Front Yard (Danforth Street):** six (6) feet.
  - **Side Yard:** A minimum of nine feet six inches (9'6") adjacent to residential properties and one foot six inches (1'6") adjacent to non-residential properties.
  - **Rear Yard:** One foot, six inches (1'6").
- b. **Minimum land area per dwelling unit:** three hundred and eighty (380) square feet.
- c. **Height:** Maximum height for the structure shall be fifty-four feet eight inches (54' 8").
- d. **Density:** Maximum density shall be no more than forty-three (43) residential units as detailed in paragraph 2. above.
- e. **Maximum Lot Coverage:** Lot coverage may not exceed sixty percent (60%).
- f. **Open Space required:** only the six foot (6') strip between the sidewalk on Danforth Street and the front of the building, to be landscaped with plantings.
- g. **Impervious Surface restrictions:** none.
- h. **Parking:** As per paragraph 4. above.

Otherwise, the provisions of §14-139 through 14-140 (the R-6 Zone) of the Portland City Code shall apply to this development.

8. The landscaping plan, which includes shrubbery to be installed as shown on Attachment 1, shall be required and shall be required to be maintained with live vegetation during the spring, summer and fall months.
9. Snow removal shall consist of removal from the site any snowfall as needed to maintain a clear sidewalk surrounding the property and the free access to all parking spaces provided on the site and to avoid snow bank accumulation on site in excess of two feet (measured horizontally or vertically).
10. In the event the development described herein is not commenced within two (2) years from the date this contract rezoning becomes effective and materially completed within four (4) years from said date, this contract shall become null and void and the Property shall revert back to the underlying R-6 zone.

11. This Agreement shall be irrevocable by the Developer but may be modified upon the Developer's request to the City Council or pursuant to the terms of paragraph 14.
  12. The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit Developer, and any of its successors and assigns, and shall inure to the benefit of and be enforceable by the City, by and through its duly authorized representatives. Developer shall file a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the Property no later than thirty (30) days from the date of the City Council action on the rezoning, or from the Developer's purchase of the property, whichever is later, but in no event later than ninety (90) days following City Council adoption of the Conditional Rezoning. The Developer shall provide to the City the Book and Page number of said recording.
  13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.
  14. Except as expressly modified herein, the development, use, and occupancy of the subject premises shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.
  15. In the event that Developer or any successor fails to continue to utilize the **PROPERTY** in accordance with this Agreement, or in the event of Developer's breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code that would otherwise be applicable to property in the R-6 Zone, which use or breach has not been cured after reasonable notice from the **CITY**, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. § 4452 or in any other manner available by law. Should Developer be found to have breached this Agreement, the Planning Board, at the request of the Planning Authority, or the City Council, on its own initiative, may propose that the zoning of the **PROPERTY** be modified or that the **PROPERTY** be rezoned.
  16. In the case of any issue related to the **PROPERTY** which is specifically addressed by this Agreement, neither Developer nor their successors may seek relief which might otherwise be available to them from Portland's Board of Appeals by means of a variance, practical difficulty variance, interpretation appeal, miscellaneous appeal or any other relief which the Zoning Board would have jurisdiction to grant, if the effect of such relief would be to alter
-

the terms of this Agreement. In cases that fall outside of the above parameters (i.e., alleged violations of any provisions of Portland's Land Use Code, including, but not limited to, the Site Plan Ordinance, which were neither modified nor superceded by this Agreement), the enforcement provisions of the Land Use Code, including, but not limited to, the right to appeal orders of the Planning Authority, Building Authority and Zoning Administrator shall apply. Nothing herein, however, shall bar the issuance of stop work orders.

**WITNESS:**

**MAINE WORKFORCE HOUSING LLC**

\_\_\_\_\_

By \_\_\_\_\_  
Nathan S. Szanton

Cumberland, ss.

D

Personally appeared the above-named Nathan S. Szanton, Managing Member of Maine Workforce Housing LLC and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of Maine Workforce Housing LLC.

\_\_\_\_\_  
Notary Public

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0061

**Date:** 5/14/2008

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I received this application for 43 new dwelling units. This is a contract zone and as of yet I have no contract to review for compliance. So I have no comments at this time. However, I enjoyed the "Plant Palette".

Marge Schmuckal  
Zoning Administrator



## Development Review Application Portland, Maine

Department of Planning and Development, Planning Division and Planning Board

<b>Address of Proposed Development:</b> 51 and 53 Danforth Street		
<b>Zone:</b> R-6 (a Contract Zone with an underlying R-7 zone has been approved by the Planning Board and is pending based on consideration and approval by the City Council on June 2)		
<b>Project Name:</b> 53 Danforth Street		
<b>Existing Building Size:</b> 4127 sq. ft.	<b>Proposed Building Size:</b> 37,115 sq. ft.	
<b>Existing Acreage of Site:</b> 16,470 sq. ft.	<b>Proposed Acreage of Site:</b> 16,470 sq. ft.	
<b>Proposed Total Disturbed Area of the Site:</b> 16,470 sq. ft. *		
* If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) or Chapter 500, Stormwater Management Permit with the Maine Department of Environmental Protection (DEP).		
<b>Tax Assessor's Chart, Block &amp; Lot:</b>  Chart # 40  Block # A  Lot # 25 + 13	<b>Property Owners Name/ Mailing address:</b> J. B. Brown & Sons 481 Congress St. Portland, ME 04112 - 0207	<b>Telephone #:</b> 774 - 5908  <b>Cell Phone #:</b>
<b>Consultant/Agent Name, Mailing Address, Telephone #, Fax # and Cell Phone # :</b>	<b>Applicant's Name/ Mailing Address:</b> 53 Danforth Street, LP c/o The Stanton Company One City Center, 4th Fl. Portland, ME 04101	<b>Telephone #:</b> 871 - 9811  <b>Cell Phone #:</b>
<b>Fee for Service Deposit (all applications)</b> <input checked="" type="checkbox"/> (\$200.00)		
<b>Proposed Development (check all that apply)</b>		
<input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot <input checked="" type="checkbox"/> Subdivision (\$500.00) + amount of lots <u>43</u> (\$25.00 per lot) \$ _____ + major site plan fee if applicable <input type="checkbox"/> Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot _____) <input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Storm water Quality (\$250.00) <input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot) <input type="checkbox"/> Other _____		
~ Please see next page ~		



**Major Development (more than 10,000 sq. ft.)**

- Under 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000.00)
- Parking Lots over 100 spaces (\$1,000.00)
- 100,000 - 200,000 sq. ft. (\$2,000.00)
- 200,000 - 300,000 sq. ft. (\$3,000.00)
- Over 300,000 sq. ft. (\$5,000.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

**Minor Site Plan Review**

- Less than 10,000 sq. ft. (\$400.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

**Plan Amendments**

- Planning Staff Review (\$250.00)
- Planning Board Review (\$500.00)

**Billing Address: (name, address and contact information)**

The Stanton Company  
One City Center, 4<sup>th</sup> floor  
Portland, ME 04101  
Contact: Gillian Schair

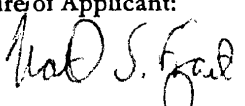
Submittals shall include **seven (7) folded packets** containing of the following materials:

- A. Copy of the application.
- B. Cover letter stating the nature of the project.
- C. Written Submittal (Sec. 14-525 2. (c), including evidence of right, title and interest.
- D. A standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 100 feet.
- E. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
- E. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
- F. In addition to the seven (7) sets of documents listed above, one (1) set of the site plans reduced to 11 x 17 must be submitted.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: [www.portlandmaine.gov](http://www.portlandmaine.gov) Copies of the ordinances may be purchased through the Planning Division.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

**This application is for site review only; a Performance Guarantee, Inspection Fee, Building Permit Application and associated fees will be required prior to construction.**

Signature of Applicant: 	Date: 5/8/08
--	-----------------

## Zoning Summary

1. Property is located in an R-6 zone (a Contract Zone with an underlying R-7 zone has been approved by the Planning Board and is pending based on consideration and approval by the City Council on June 2, 2008)

2. Parcel Acreage: .4 Acres (16,470 sq. feet)

3. Regulations	<u>Required/Allowed for R-7 Zone</u>	<u>Provided</u>
Min Lot Area	None	16,470 sq. feet
Min Street Frontage	None	128 feet
Min Front Yard Setback	None	6 feet <i>- yes</i>
Min Rear Yard Setback	None	1'6"
Min Side Yard Setback	15 feet	No less than 9'
<i>Need Documentation</i> → Max Building Height	50 feet	54'8"
4. Parking:	1 space/unit	.88 spaces per dwelling unit
5. Maximum Impervious Surface Ratio:	100%	60%
6. Wetland Fill:	N/A	

Sign  
12/11/07

## PURCHASE AND SALE AGREEMENT

This Agreement by and between MAINE WORKFORCE HOUSING, LLC, a Maine limited liability company, its successors and assigns, whose mailing address is One City Center, 4<sup>th</sup> Floor, Portland, Maine 04101 (hereinafter called "Purchaser"), and J.B. BROWN & SONS, a Maine corporation, whose mailing address is 481 Congress Street, P.O. Box 207, Portland, Maine 04112-0207 (hereinafter called "Seller"), wherein Seller agrees to sell and Purchaser agrees to purchase a certain parcel of real estate located at 51 and 53 Danforth Street in the City of Portland, County of Cumberland, State of Maine, upon terms and conditions set forth below.

1. DESCRIPTION. The premises to which this Agreement applies are land, buildings, easements, permits, licenses and all other appurtenances thereto located at 51 and 53 Danforth Street, Portland, Maine (Portland Tax Assessor Chart 40, Block A, Lots 13 and 25; and more particularly described in Schedule A attached hereto and made a part hereof ("Premises"). For a description of the real estate, reference is made to portions of deeds recorded in the Cumberland County Registry of Deeds in Book 228, Page 194; Book 237, Page 562; Book 823 Page 284. Except as specifically excluded, included in the sale as a part of the Premises are the buildings, structures, equipment and all improvements now thereon, and the fixtures belonging to Seller and used in connection therewith.
2. PURCHASE PRICE. The Buyer agrees to pay to the Seller for the Premises the sum of \$ \_\_\_\_\_ Dollars ( \_\_\_\_\_ the "Purchase Price"), payable as follows:
  - (a) \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) upon the execution of this Agreement (the "Deposit"), to be held in the Verrill Dana, LLP Trust Account; and
  - (b) The balance of the Purchase Price, \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), plus or minus the pro-rations and any other payments referenced in this Agreement, shall be delivered to Seller at closing in cash or certified funds or a cashiers, bank, law firm or title company trust account check drawn on a local Maine bank, wire transfer or other immediately available funds.
3. TIME TO CLOSE. Purchaser agrees to make best efforts to close as quickly as possible. However, Seller acknowledges that Purchaser must go through a process which includes application to the City of Portland for a contract zone for the property; and once that is complete, site plan approval

14 2008

City. After site plan approval, Purchaser must produce a complete set of plans and specifications for its planned multi-family housing project; obtain a firm contractor bid to build it; and then close its construction financing, allowing it to consummate this transaction. In no event shall the closing of this transaction occur earlier than May 31, 2008 or later than March 1, 2009. If the closing has not occurred by September 1, 2008, then Purchaser shall pay to Seller \$ on September 1, 2008 and on the first of each month thereafter until the closing occurs. Notwithstanding, if the current tenant remains in the Premises after September 1, 2008, then the \$ payment will be waived until the existing tenant vacates. Any payments made under this paragraph shall not be credited to the Purchase Price.

4. TITLE/DEED. The Premises are to be conveyed by a good and sufficient quitclaim deed with covenant running to Purchaser or to its nominee by written notice to Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
- (a) Provisions of existing building and zoning laws;
  - (b) Such taxes for the then current municipal tax year as are not yet due and payable on the date of the delivery of such deed; and
  - (c) Standard utility easements which do not materially impair the marketability of the Premises.

Such deed is to be delivered and the consideration paid on or before March 1, 2009 at the offices of Purchaser's financing bank unless otherwise mutually agreed (hereinafter the "Closing"). At Closing, Seller and Purchaser shall also deliver such other documents as customarily required for similar commercial transactions.

If Seller is unable to convey title to the Premises in accordance with the provisions of this paragraph, then the Seller shall have a reasonable time period, not to exceed 30 days from the time the Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within five (5) days thereafter, at Purchaser's option, retrieve any monies paid to Seller, or proceed to closing with no reduction in the Purchase Price and neither party shall have any further obligations hereunder. Seller hereby agrees to make good-faith efforts to cure any title defect during such period following notice.

5. DUE DILIGENCE/CONTINGENCIES. The obligations of Purchaser under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time periods specified, shall entitle Purchaser to terminate this Agreement by giving Seller written notice of Purchaser's intention to do so within the time period specified. The contingencies are reserved solely for Purchaser's benefit and may be waived by Purchaser at any time.

(a) Inspections. Purchaser shall have caused to be performed the following inspections, the results of which must be satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	_____	<u>X</u>	within _____ days
b. Sewage Disposal	_____	<u>X</u>	within _____ days
c. Radon Air Quality	_____	<u>X</u>	within _____ days
d. Radon Water Quality	_____	<u>X</u>	within _____ days
e. Asbestos	<u>X</u>	_____	within <u>90</u> days
f. Lead Paint	<u>X</u>	_____	within <u>90</u> days
g. Other-heating system	_____	<u>X</u>	within _____ days
h. Environmental Scan	<u>X</u>	_____	within <u>90</u> days
i. Feasibility of Zone change	<u>X</u>	_____	within <u>90</u> days
j. Availability of financing	<u>X</u>	_____	within <u>90</u> days

(b) Project Feasibility. This Agreement is conditional upon Purchaser's ability to construct an approximately 36-unit apartment building on the Premises. The determination of feasibility shall be solely within the discretion of Purchaser. To assist in this determination of feasibility, Purchaser agrees to file an application with the City of Portland for zoning approval within 30 days of the effective date of this Agreement.

If at any time during the term hereof, Purchaser concludes that, despite its best efforts, the project will not be legally or financially feasible, Purchaser may withdraw from the Agreement by so informing Seller in writing. If this notice occurs more than 90 days from the effective date of this Agreement, the Deposit shall be retained by the Seller as full and complete liquidated damages, and neither party shall be under any further obligation to the other. If this notice occurs 90 days or less from the effective date, then the

Deposit shall be returned by the Seller to the Purchaser, and neither party shall be under any further obligation to the other.

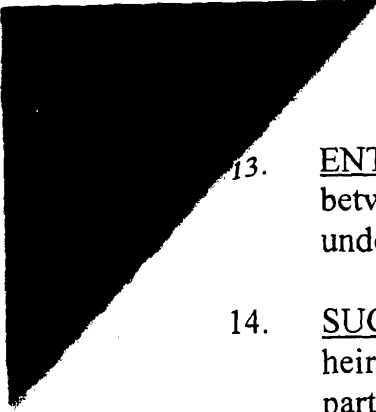
Purchaser shall have the right to enter the Premises and the building on it to conduct general building inspections, engineering studies, environmental testing, show the property to its financing partners, and conduct any other business related to development of the Premises as an apartment building. Purchaser agrees to do this in such a way as to minimize inconvenience to the Seller's tenant on the premises. Purchaser shall leave the property in substantially the same condition as currently exists, or shall pay for any remediation required to put it in that condition. Seller agrees to, within 7 days of the effective date of this Agreement, provide to Purchaser copies of any documents, letters, reports, studies, or other file materials relevant to the Premises of which Seller is aware and has in its possession. Any such document, letters, reports, studies or other file materials delivered to Purchaser by Seller are deemed to be delivered without recourse and without warranty or representation of any kind whatsoever. A list of documents Purchaser is specifically requesting is attached hereto as Schedule B.

Purchaser shall indemnify and hold Seller harmless from any claims or losses resulting from such entry and/or inspections, including, without limitation, attorney's fees.

6. ENVIRONMENTAL LAWS/HAZARDOUS WASTE. Purchaser acknowledges that it has been informed by Seller that the Premises have been used as a garage for the maintenance and repair of automobiles. Seller hereby represents and warrants that it has no knowledge of the existence of any violations of laws and regulations affecting the Premises, including environmental laws or regulations and laws controlling Hazardous Substances. Further, Seller has not received any notice or inquiry from any federal, state, or local government authority claiming or inquiring into the existence of any such violations. Seller further represents and warrants that the documents to be delivered to Purchaser hereunder will include all documents in its control or possession relating to environmental laws or Hazardous Substances. To the best of Seller's knowledge and belief, any underground storage tanks have been properly removed, with no continuing requirements to remediate the site. To the best of Seller's knowledge and belief, there are no hazardous substances on the Premises.
7. POSSESSIONS/OCCUPANCY. Provided at least one (1) full calendar month prior written notice is provided by Purchaser to Seller,

possession/occupancy of the Premises shall be given to Purchaser immediately at Closing free of all tenants or occupants or other 3<sup>rd</sup> party claims, unless otherwise agreed by both parties in writing.

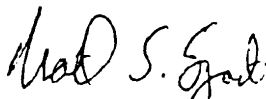
8. RISK OF LOSS. Until transfer of title, the risk of loss or damage to the Premises by fire or otherwise is retained by the Seller unless otherwise agreed in writing. At Closing, the Premises shall then be in substantially the same condition as at present, excepting reasonable use and wear and changes caused by Purchaser.
9. PRORATIONS. The following items shall be prorated as of the date of closing:
  - A. Real Estate Taxes based upon the then-current tax year. Seller is responsible for any unpaid taxes for prior years.
  - B. Seller shall pay all metered utilities, including electricity, water and sewer, through closing.
  - C. Purchaser and Seller shall each pay its real estate transfer tax as required by the laws of the State of Maine.
  - D. Any fuel oil and/or gas shall be pro-rated at Closing.
10. DEFAULT/DAMAGES. If Purchaser fails to fulfill Purchaser's agreements hereunder, the Deposit shall be retained by Seller as liquidated damages and shall be the Seller's sole and exclusive remedy at law or in equity. Should Seller default, then Purchaser shall have all available remedies, including specific performance or may elect to receive back the Deposit.
11. AGENCY DISCLOSURE. Seller and Purchaser represent to each other that they have not engaged the services of any real estate broker or finder to whom a commission would be due and payable from the transaction anticipated herein. Each agrees to indemnify the other for any such claim being asserted by parties claiming through them.
12. MEDIATION. Any dispute or claim arising out of or relating to this Agreement or the Premises addressed in this Agreement shall be submitted to mediation in accordance with the Maine Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

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13. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.
  14. SUCCESSORS. This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors and assigns of the respective parties. Purchaser shall have the right to assign its interest in this Agreement including without limitation to a new limited liability company or limited partnership in which the owners of Purchaser have ownership interests directly or indirectly. Purchaser shall not have the right to sell or assign its interest in this Agreement, and Seller shall have the right not to convey the Premises, to any entity which is not planning to construct an approximately 36-unit apartment building on the Premises substantially as contemplated by the parties hereto on the effective date of this Agreement.
  15. COUNTERPARTS. This Agreement may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if all of the signatures were on one instrument.
  16. EFFECTIVE DATE. This Agreement is a binding Agreement when signed by both Seller and Purchaser, when that fact has been communicated to all parties or to their agents and, when Seller has delivered to Purchaser all of its written materials on the Premises as described in Schedule B of this Agreement, except the new survey.
  17. LIKE-KIND EXCHANGE. Seller and Purchaser each reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Premises shall not be contingent upon or subject to the completion of such exchange. Purchaser and Seller each agrees to indemnify and hold the other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.
  18. MISCELLANEOUS.
    - a. The Premises will be transferred in its "where is, as is" condition and Seller makes no warranties, expressed or implied, about the physical condition of the building thereon, except as specifically set forth herein.



- b. Any notices hereunder shall be in writing and addressed to Seller or Purchaser at the mailing addresses shown above, and such notice shall be deemed delivered when received.
- c. This Agreement may not be modified, waived, or amended except in writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach.
- d. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.
- e. Notwithstanding anything to the contrary contained in this Agreement, in the event Purchaser (or its qualified assign as described in Section 14 hereof) does not commence the construction of an approximately 36-unit apartment building (substantially as contemplated by the parties hereto on the effective date of this Agreement) within one (1) year of the Closing, then Buyer shall have the option, upon sixty (60) days notice to Purchaser (or its assign), of repurchasing the Premises at the Purchase Price.

THE EFFECTIVE DATE OF THIS AGREEMENT IS DECEMBER 10, 2007. (See Section 16, above.)

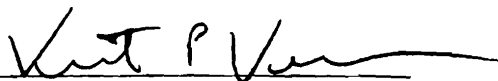


Purchaser: Maine Workforce Housing, LLC

By: *Nathan S. Szabo*

Its: *Managing Member*

Soc. Sec. # or Tax ID# 810555061



Seller: J.B. Brown & Sons

By: *Vincent A. Verover*

Its: *President*

Soc. Sec. # or Tax ID# 01-0036030





Schedule A – Property Description

Schedule B –  
Documents for Purchaser Due Diligence (to the extent available)

Survey (Seller will prepare a survey within sixty (60) days of a binding Agreement)

Owner's Title Insurance

Environmental Studies or Reports

Lease with Existing Tenant

Any other data pertaining to the site which could assist Purchaser in planning its development and obtaining financing for it

May 8, 2008

**53 Danforth Street Housing**  
Portland, Maine

Electrical Site Utilities

The project requires a new electrical three-phase service to be obtained from the *Central Maine Power Company (CMP)*. Three-phase primary electrical lines exist along Danforth Street. It is proposed that an underground extension of the existing *CMP* primary overhead utility line be provided to cross from the south side of Danforth Street to a new *CMP* pad mounted service transformer to be installed at the street at the southeast corner of the project site. An underground secondary electrical service would then be extended from the new pad mounted service transformer to a modular meter bank to be installed on the inside of the proposed building.

It is proposed that new telephone and cable television services also be provided for the project. These utility services would be obtained from *FairPoint* and *Time-Warner*, respectively. The service lines would be extended underground across Danforth Street into the new building.

The proposed utilities are shown on electrical site plan E1.01, dated May 8, 2008.

Exterior Site Lighting

Exterior lighting consists of low scale bollard lights at the rear of the property along the egress walk to Maple Street, as well as wall mounted area lights above egress doors and along the west wall adjacent to the rear parking lot, and decorative wall sconce lights at the front entrance. The Type S2 bollard lights are classified as having cut-off distribution. They are 43 inches tall and they utilize a single 42 watt compact fluorescent lamp. The Type S3 decorative wall sconces at the front entrance have a copper front face shielding panel for brightness control. They each utilize a single 36-watt compact fluorescent lamp. The Type S4 wall mounted area lights have full cut-off distribution classification. Two of these luminaires are installed at a height of 20 feet to illuminate the rear exterior parking area. Additional Type S4 luminaires are provided at a height of 10 feet above egress doors. All Type S4 lights utilize single 42 watt compact fluorescent lamps.

In addition to the exterior luminaires, the project will also include lighting fixtures at the open parking level. Types G1 and G2 ceiling mounted luminaires are linear fluorescent fixtures with 32 watt fluorescent lamps (two per Type G1 luminaire and one per Type G2 luminaire). Provided on the side walls of the rear stair within the parking garage are Type S5 wall lights that include an acrylic front face diffuser. These luminaires each utilize two 26 watt compact fluorescent lamps.

Illuminance Calculations

Included in this submission is an illuminance calculation plan, sheet E0.01. Lighting calculations have been performed to indicate the intensity of maintained illuminance levels. The luminaires within the open parking level were entered into the calculation. The lighting at the exterior rear (west) parking area has been calculated to be approximately 1.5 footcandles (average). The maximum illuminance level at this area has been calculated to be 4.1 footcandles. The lighting at the exterior side (east) parking area has been calculated to be approximately 2.6 footcandles (average). The maximum illuminance level at this area has been calculated to be 5.0 footcandles.

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Project: 53 Danforth Street  
Location: Portland, Maine  
Date: May 8, 2008

**Bartlett Design**  
942 Washington Street, Bath, ME  
(T) 207-443-5447 (F) 207-443-5560

### LIGHTING FIXTURE SCHEDULE

Lamp numbers refer to Osram Sylvania designations. Also approved are equal lamps manufactured by General Electric, and Philips. All fixtures are 120 volt, unless specifically noted otherwise.

NOTE: All fluorescent ballasts shall be low harmonic type ( $\leq 10\%$ ).

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**Dimensions:** Height = 5 3/4" Width = 8" Length = 50 1/4"

Type: G1

Description: Linear surface ceiling mounted luminaire with fully gasketed, impact-resistant acrylic diffuser. Luminaire finish shall be white. Luminaire shall be UL listed for damp locations.

Lamps: (2) FO32/830/XP/ECO

Manufacturers: Columbia Lighting # LU4-232-E120-DL

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**Dimensions:** Height = 5 3/4" Width = 8" Length = 50 1/4"

Type: G2

Description: Similar to type G1 except with single lamp only.

Lamps: (1) FO32/830/XP/ECO

Manufacturers: Columbia Lighting # LU4-132-E120-DL

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Type: S1 NOT USED

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**Dimensions:** Height = 43 1/2" Width = 12"

Type: S2

Description: Exterior bollard with die-cast aluminum housing. Luminaire shall have specular Alzak reflector and black body cap to provide cutoff distribution optics. Luminaire finish shall be custom color to be selected by Architect. Luminaire shall be UL listed for wet locations.

Lamps: (1) CF42DT/E/IN/835

Manufacturers: Kim Lighting # BNB1-742PL120-BBC

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**Dimensions: Height = 21" Width= 6" Projection = 3.5"**

Type: S3

Description: Exterior surface wall mounted luminaire with cylindrical white acrylic diffuser and pure copper faceplate and copper rivets. Luminaires shall be installed on wall at height as directed by architect. Luminaire shall be UL listed for wet locations.

Lamps: (1) FT36DL/830

Manufacturers: *Teka Lighting* # AHS-5414

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**Dimensions: Height = 11.8" Width = 11.8" Projection = 11.8"**

Type: S4

Description: Exterior surface wall mounted luminaire with Type IV full cut-off distribution optics. Luminaire shall have tempered glass lens. Luminaire finish shall be black. Luminaire shall be UL listed for wet locations. Install luminaires at heights as indicated on plans.

Lamps: (1) CF42DT/E/IN/835

Manufacturers: *We-ef Lighting* # 622-7032

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**Dimensions: Height = 13.13" Width = 8 1/4" Projection = 4"**

Type: S5

Description: Surface wall mounted luminaire with white translucent acrylic diffuser and decorative metal trim bars. Luminaire finish shall be bronze color. Provide electronic ballast. Luminaire shall be UL listed for wet locations.

Lamps: (2) CF26DD/E/835

Manufacturers: *Eclipse Lighting* # ON-L-A-DTT-(2)26-120-EB

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# NAUTILUS ENCLOSED AND GASKETED LU4-2

## SPECIFICATIONS:

### Housing

Heavy die formed aluminum with a cast waterproof hub ( $\frac{1}{2}$ " thread). Fully gasketed.

### Diffuser

Impact resistant acrylic. Smooth outside, prisms inside. Retained by injection molded polypropylene latches.

### Ballasts

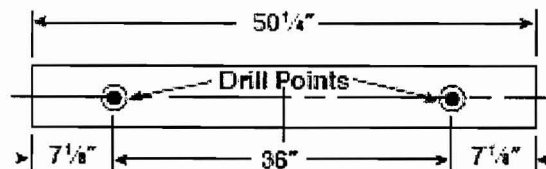
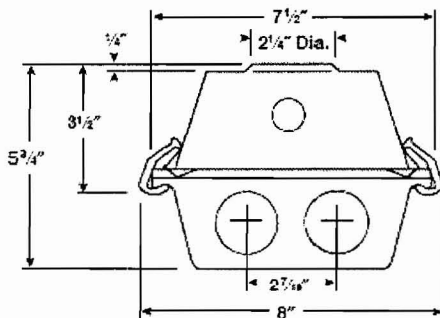
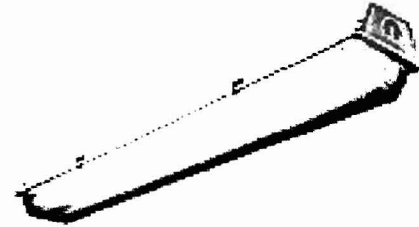
Energy efficient, thermally protected, automatic resetting, Class P, high power factor, CBM, sound rated A, unless otherwise specified.

### Finish

All parts pre-painted with high gloss baked white enamel, minimum reflectance 86%, applied over iron phosphate pre-treatment for maximum adhesion and corrosion resistance.

### Labels

UL listed and labeled for wet location. (CSA approval available. Use Suffix "CSA").



TYPE G1: TWO LAMPS IN CROSS SECTION  
TYPE G2: ONE LAMP IN CROSS SECTION

## LUMINAIRE TYPES G1/G2

Danforth Street Housing



# BNB

## Bounce Bollard



**Hood and Lens Frame:** Die-cast, low copper alloy (<0.6% Cu) aluminum with stainless steel hinge. Hood is opened by loosening one stainless steel captive button-head socket cap screw. 3/8" thick clear flat tempered glass lens seals against the lens frame by a one-piece molded silicone gasket. Lens frame seals against the hood by a one-piece extruded and vulcanized silicone gasket.

**Reflector Module:** Specular Alzak® optical segments are rigidly mounted within an aluminum frame and fastened securely to the hood. A porcelain medium base socket rated 4KV is provided for HID, and a GX24q-4 universal socket is provided for fluorescent. No reflector provided for LED.

**Body Support: BNB1:** Die-cast, low copper alloy (<0.6% Cu) aluminum flanges compress a ribbed extruded aluminum chamber. The four heavy wall extruded aluminum support rods are mechanically fastened to the lens frame with stainless steel fasteners. The support rods are held in position through die-cast arms and mechanically fastened at the bottom with a custom aluminum bolt. The electrical wiring is channeled through a support rod with a brass bushing. **BNB4:** Heavy low copper alloy (<0.6% Cu) cast aluminum wiring chamber. The four extruded aluminum support rods are mechanically fastened between the lens frame and wiring chamber with stainless steel bolts. The wiring is channeled through the support rods.

**Body Cap:** Die-cast, low copper (<0.6% Cu) aluminum, retained by two captive stainless steel screws. Optional matte black finish to eliminate bounce light. See page 5.

**Shaft:** One-piece aluminum extrusion, .125" minimum wall thickness and two internal 3/8"-16 mounting rods sandwich shaft between base and head.

**Anchor Base Plate:** A heavy cast aluminum anchor base is provided for mounting to the four 3/8" x 10" x 2" zinc plated J-bolts, each with two nuts and washers. A rigid pressed board template is provided to secure the anchor bolts during concrete pour (5" B.C.D.)

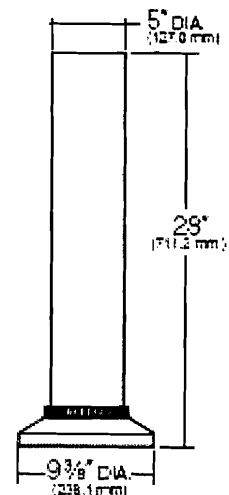
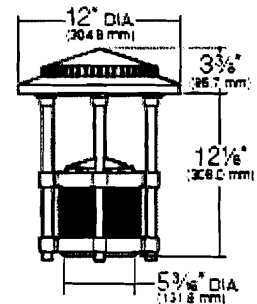
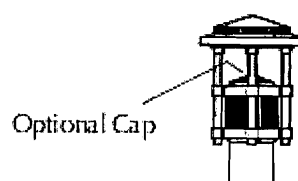
**Electrical Module:** Factory mounted to a rigid harness attached to the anchor base. **HID:** High Power Factor with starting temperatures of -20°F for PMH and -40°F for HPS lamp modes. **Fluorescent:** High Power Factor with starting temperature of 0°F. **LED:** A total of 9 LED emitters configured in a rectangular array comprised together as a module. Two (2) modules for 30W version; three (3) modules for 45W version; and four (4) modules for 60W version. Available in "Halogen White" (approx. 3500K). Emitters are directly attached to the electronic driver.

**Finish/Color:** Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a titanated zirconium conversion coating, 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Stealth Gray®, Platinum Silver, or White. Custom colors are available.

Listings and Ratings			
UL cUL 1598 <sup>1</sup>	IP46 Rated	C.E	25C Ambient

<sup>1</sup>Suitable for wet locations

For locations where complete cutoff optical control is desired, an Optional Matte Black Body Cap can be specified. This significantly reduces the indirect up-light distribution, providing complete cutoff. To further reduce the nighttime visual presence of the fixture, specify Black or Dark Bronze luminaire finish.



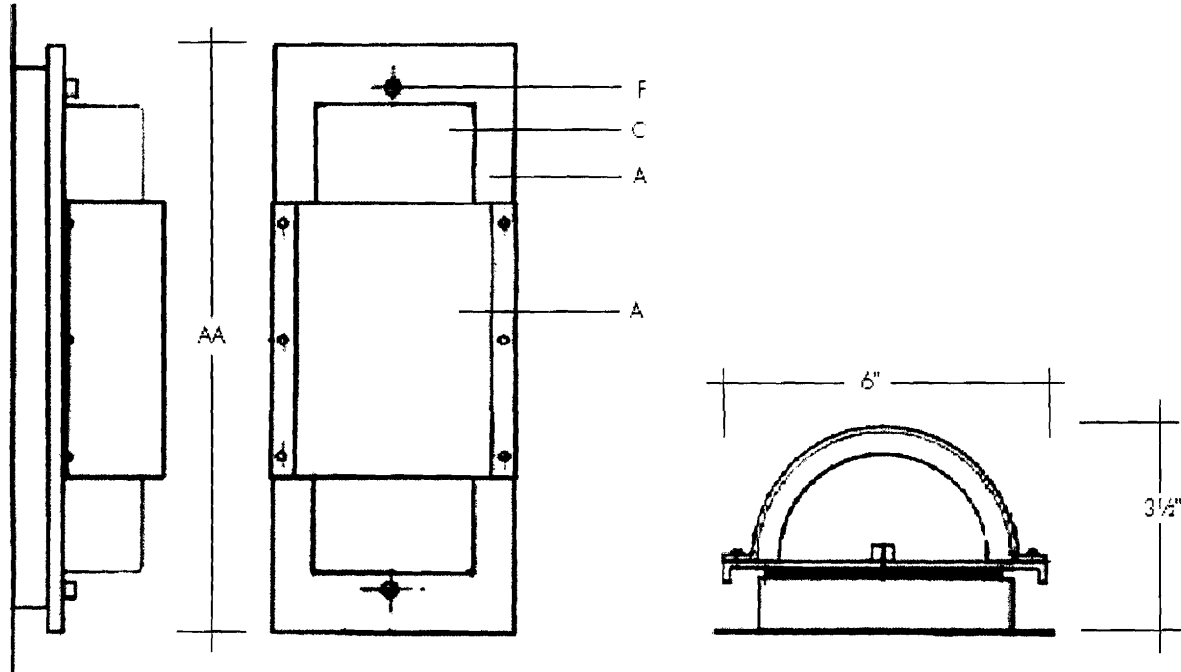
## LUMINAIRE TYPE S2

### Danforth Street Housing

# TEKA

ILLUMINATION

T-16  
Arcade Half Shield



## Description

Wall mount luminaire

## Materials and Construction

- A. Heavy pure copper faceplate with copper rivets or brushed stainless steel
- B. Translucent etched white acrylic diffuser
- C. Cast aluminum wall plate with powder coat finish
- D. HFF, electronic ballast for -1.5° F starting
- E. Stainless steel fasteners

## Mounting

Recessed 3 1/2" or 4" octagonal wiring box

## Options available at additional cost

- A. Add suffix BP for brown patina
- B. Add suffix 277 for 277V electronic HFF ballast
- C. Add suffix ALB for acrylic alabaster diffuser

## Note

U.L. and CUL listed, suitable for wet locations.

Complies with ADA requirements

Model # AHS-5414

AA = 21"

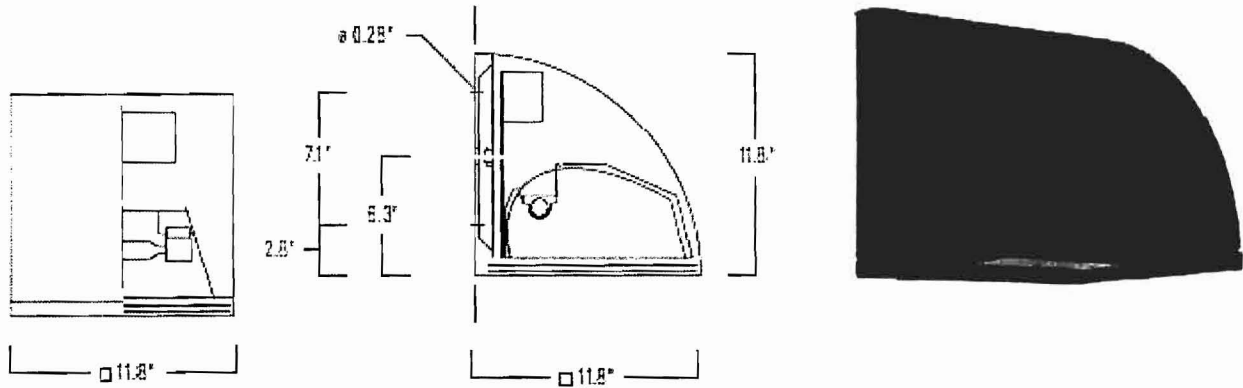
LAMP: 36 WATT CF

## LUMINAIRE TYPE S3

Danforth Street Housing

**we-ef****ARCHITECTURAL LIGHTING  
WALL LUMINAIRES/ SURFACE MOUNTED**

Surface mounted wallwasher.  
Type IV forward throw distribution



Surface mounted wallwasher with Type IV forward throw distribution, using compact fluorescent source.

**Materials:** Luminaire body and lens frame constructed in marine grade die-cast aluminium alloy with 5CE powder coat finish. Tempered glass lens. Anodized aluminium reflector.  
**PCS** One piece, moulded, high-temperature silicone weatherproof gasket.  
 PCS coated stainless steel hardware.

**Mounting:** Suitable for installation over a 4" recessed junction box. Weight: 20.0 lbs.

**Finish:** Standard finish: Black RAL 9004, polyester powder coat with fine texture.

Optional finishes: White RAL 9016, polyester powder coat with fine texture.

Grey Metallic RAL 9007, polyester powder coat with fine texture.

Consult factory for special RAL color options. **Specify finish.**

**Listing:** UL, c UL suitable for 'Wet locations'.

International Standards: IP65. (dust-tight and jet-proof).

**Options:** 697-8001 Fusing: (120V/ 277V)

697-8005 Button type photo cell installed in side of luminaire housing.

622-9330 Surface collar to match luminaire housing. Surface j-box and surface conduit by others.

**Mounting options:**

**Lamps:**

Type S4: (1) 42 watt compact fluorescent

Type S5: (1) 70 watt metal halide

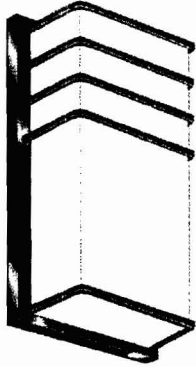
**LUMINAIRE TYPES S4**

Danforth Street Housing



## Galileo Basic R

Orion (ON)



8.25" Width x 13.25" Height x 4" Depth (L) **\*\*ADA Compliant\*\***

### SPECIFICATIONS

- BALLAST— For TT, DTT, TTT, T5, T8 Fluorescent Electronic (EB) cold weather 0° is Standard. For HID HPF is Standard.
- BACKPLATE— 16 Ga. aluminum (AL)
- BACKBOX— 16 Ga. aluminum (AL) with wire access on four sides and back through 7/8" diameter knockouts flattened water tight (Optional for surface conduit entry or standard with emergency battery, H.I.D. and some fluorescent models)
- CAGE— Modular design using 3/8" or 1/2" Square extruded aluminum bars (SQB) permanently secured by hidden means to the frame. Standard configurations shown. Custom spacing is available.
- DIFFUSER— White translucent, fully enclosed non-yellowing 100% virgin acrylic, .125 Thick (1/8"). Optional Clear or Opaque top and/or bottom.
- FINISH— Corrosion and Weather resistant, extremely durable pre-treated oven baked polyester powder
- GASKETING— High temperature, non-aging black EPDM and/or neoprene rubber around the entire lens perimeter and rear wire entrance hole to protect against dust, moisture and outside contaminants
- FASTENERS— Stainless steel tamperproof screws —(2) To secure lens in place
- LAMP— Incandescent, Compact Fluorescent (TT, DTT, TTT), PL-H Compact Fluorescent, T8 Bi-Pin Fluorescent, HID, BT5 Mini MH, PAR lamp MH — BY OTHERS; LED, Induction QL & ICE — INCLUDED.
- MOUNTING— Use (4) or (6) 5/16" diameter holes for 1/4" diameter bolts for outdoor or indoor. 7/8" KO in Center for Wire Access. Must derate lamping for horizontal.
- UL/ULC— UL/ULC Listed to U.S. and Canadian safety standards - Suitable for wet locations

**LUMINAIRE TYPE S5**

**Danforth Street Housing**

# PLANT PALETTE

53 DANFORTH STREET



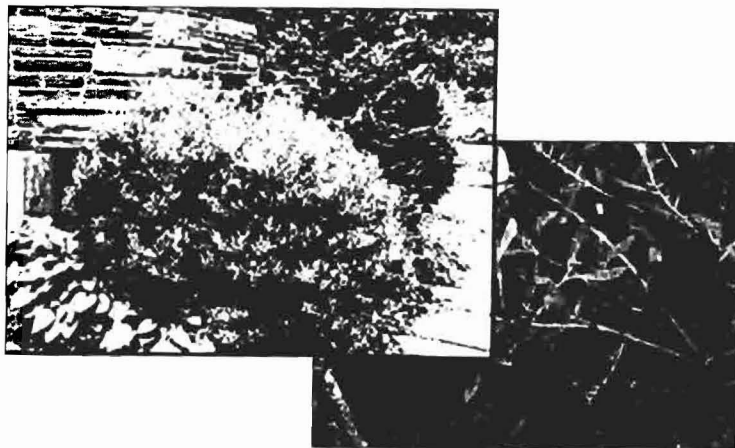
*CORNUS alternifolia*  
(Native)  
Pagoda Dogwood

Small 15' tree anchors the building to the site. Interesting branching, light and airy. Spring blooming.



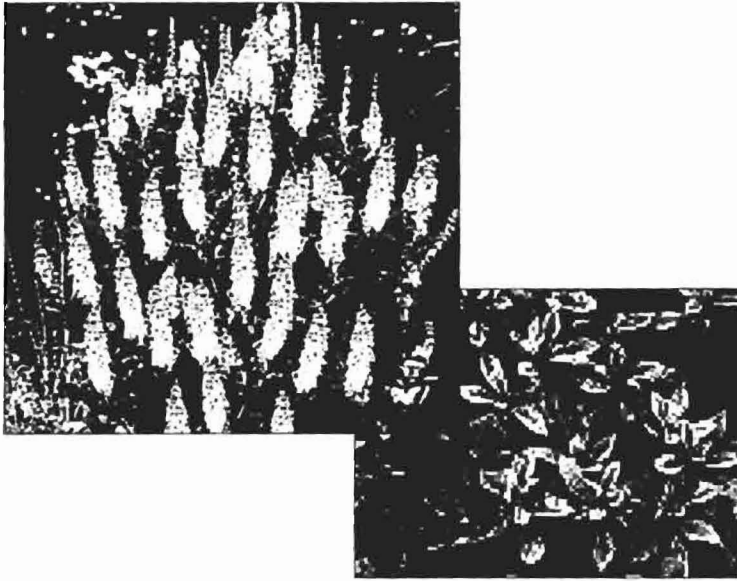
*CORNUS sericea* 'Farrow'  
Red twig dogwood (Native)

5' spring flowering shrub punctuates vehicular entrances with year round interest. Spectacular fall and winter color.



*ILEX glabra* 'Densa' (Native)  
Inkberry

4' evergreen shrub with year round interest, Fall fruit in the form of black berries.



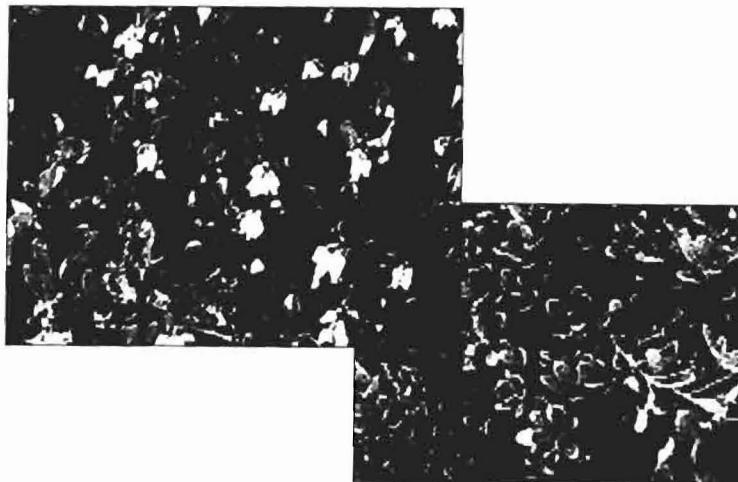
CLETHRA alnifolia  
'Sixteen Candles' (Native)  
Sweet Pepperbush

Compact shrub with dark green foliage. Fragrant white flowers in mid to late summer. Yellow fall foliage.



VIBURNUM x burkwoodii  
'Mohawk'

5' shrub with deep green, glossy foliage highlights the front entrance. Very fragrant blossoms in spring.



ARCTOSTAPHYLOS  
uva-ursi (Native)  
Bearberry

Low evergreen ground cover. White flowers in early summer followed by red berries.



### SEDUM "Autumn Joy"

Long lasting flowers start rosy pink, darken to rich ruby red then rusty red, late summer into late autumn. Provides winter interest if not cut back.



### COREOPSIS verticillata 'Moonbeam' (Native) Tickseed

Abundant yellow flowers with dark centers during July and August. Fine foliage makes for interesting

May 8, 2008

**PORTLAND FIRE DEPARTMENT  
SITE REVIEW  
FIRE DEPARTMENT CHECKLIST**

A separate drawing[s] shall be provided to the Portland Fire Department for all site plan reviews.

*53 Danforth Street  
Portland, ME*

1. Name, address, telephone number of applicant.

*Maine Workforce Housing, LLC  
One City Center  
4th Floor  
Portland, Me 04101  
(207) 871-9811*

2. Name address, telephone number of architect

*David Lloyd  
Archetype, P.A.  
49 Union Wharf  
Portland, ME 04101  
(207) 772-6022*

3. Proposed uses of any structures [NFPA and IBC classification]

*New Apartment*

4. Square footage of all structures [total and per story]

*Building Footprint = 9150 sq ft  
1<sup>ST</sup> Fl 1165 sq ft  
2<sup>nd</sup> Fl 9150 sq ft  
3<sup>rd</sup> Fl 9150 sq ft  
4<sup>th</sup> Fl 9150 sq ft  
5<sup>th</sup> Fl 8500 sq ft  
Total 37115 sq ft*

5. Elevation of all structures

*Building Height = 54'-8"*

6. Proposed fire protection of all structures

*NFPA 13 & 13R*

7. Hydrant locations

*Hydrant # 134 is on Danforth Street 100' East of High Street and # 133 is East 150' ± on Danforth Street, see attached for recent flow data test.*

8. Water main[s] size and location

*8", see attached*

9. Access to any fire department connections

*Siamese connections*



10. Access to all structures [min. 2 sides]  
*Access on Danforth Street*
11. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.  
*NFPA 1, sends you to 101, Code Summary below*
12. Elevators shall be sized to fit an 81" x 23" stretcher and two personnel.  
*2,500 # elevator proposed*

Some structures may require Fire flows using annex H of NFPA 1

**Fire Flow**

*The required fire flow, per Annex H, for a building of construction type V (111), in a fire area 35.2 to 40.6K sq. ft., is 3500 GPM. Using the exception of H.5.2 this can be reduced to the minimum 1000 GPM. One hydrant, # 0133 on Danforth Street can provide 1644 GPM.*

**Code Summary**

***Building Uses***

***NFPA-101***

***Use Group:***

***1<sup>st</sup> Floor, Enclosed Garage -Ordinary Hazard***

***2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Floors & Mezzanine, - Residential***

***Building Sprinkled with NFPA 13 & 13R***

***Construction Type V (III)***

***Garage has no required construction 42.3.1.6***

***Two means of egress, see attached plans***

***Travel Distance 200 Ft. - T42.8.2.6***

***Fire Alarm not required in garage with sprinkler - 42.8.3.4.1.3***



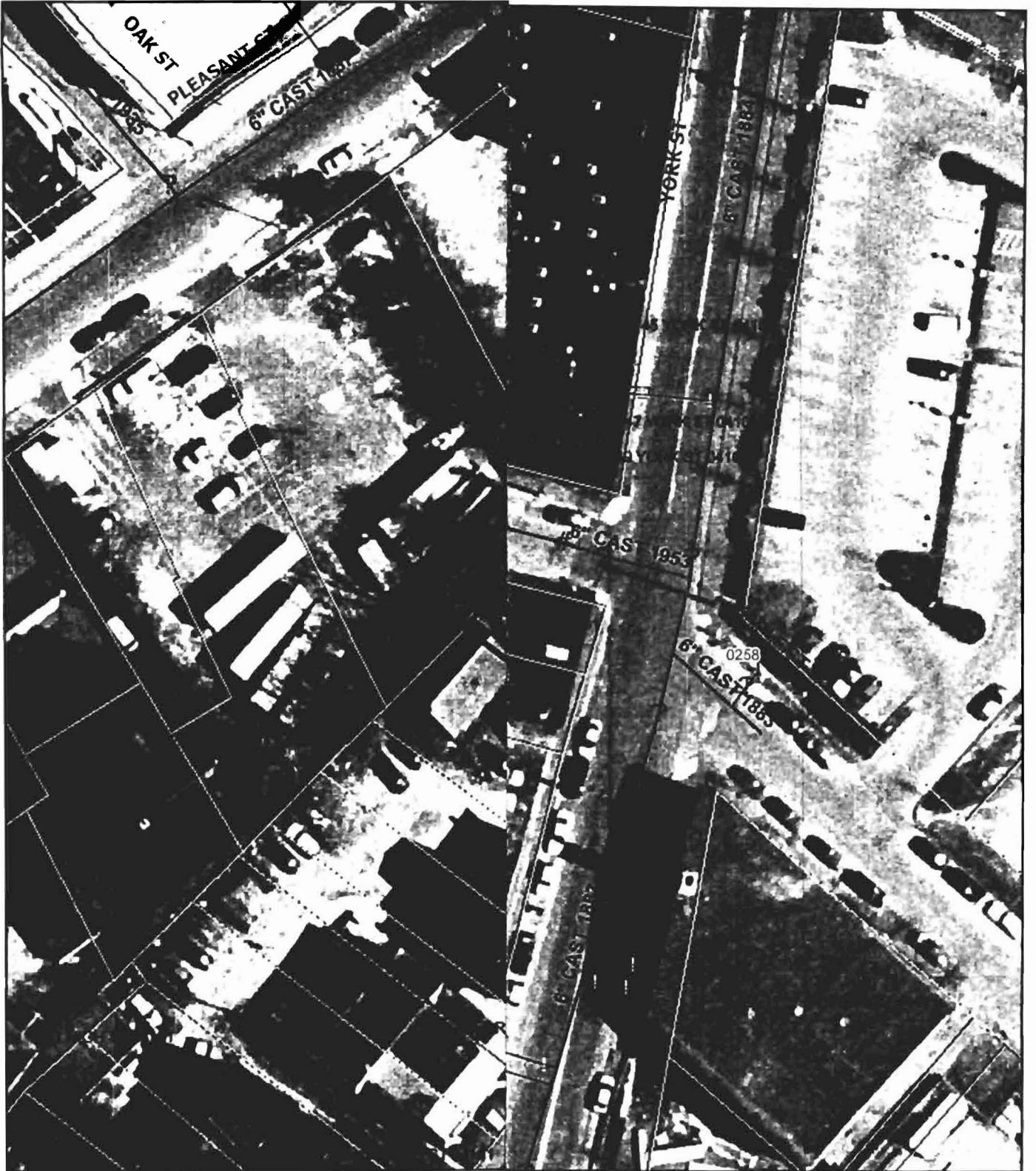
**Portland Water District**  
**Hydrant and the flow test data if existing**

**WATER-PORTLAND/DEERING (Area: 27)**

<u>Pres. Zone</u>	<u>Activity</u>	<u>Insp. #</u>	<u>Insp. Date</u>	<u>Date Completed</u>	<u>Static Psi</u>	<u>Res. Psi</u>	<u>Flow Hyd.</u>	<u>Coef.</u>	<u>Pito 1 Press.</u>	<u>Pito2 Press.</u>	<u>Flow @ 20</u>	<u>Flow gpm</u>	<u>Inspection Comments</u>
<b>ISF: Total 2</b>													
<b>POD-HYD00133</b>		<b>DANFORTH ST</b>		<b>@ MAPLE ST</b>									
267	HYTEST	49500	03/26/2008	03/26/2008	91	88	POD-HYD00134	0.90	24.00	24	9,077.00	1644	FL
		20250	06/16/1995		98	0	POD-HYD00133		62.00		0.00	1321	
		20249	08/15/1991		92				60.00			1299	
		20248	06/13/1986		84				54.00			1233	
<b>POD-HYD00134</b>		<b>DANFORTH ST</b>		<b>100' E OF HIGH ST</b>									
	HYTEST	49519	03/26/2008	03/26/2008	81	0	POD-HYD00134	0.90	24.00	24	0.00	1644	FL
										0			
		20252	07/02/1991		74			0.80	46.00			1011	
		20251	06/13/1986		75			0.90	48.00			1162	

**Total for WATER-PORTLAND/DEERING: 2**

**Grand Total: 2**



**PORTLAND WATER DISTRICT**  
**225 Douglass Street**  
**Portland, ME 04104**



**Disclaimer:** This map is suitable for preliminary study and analysis pending review of additional information. The data shown are only as accurate as the original data sources from which they were developed.

Drawn By: R. Spugnardi

Prepared For: Sue McEwen

Title: As Noted

Date: March 24, 2008



# **Report on Subsurface and Foundation Investigation**

## **Proposed 53 Danforth Street Portland, Maine**

for

Maine Workforce Housing LLC  
c/o The Szanton Company  
One City Center  
Portland, ME 04101

February 12, 2008

### Subsurface Explorations

On January 31, 2008, Maine Test Borings, Inc. (MTB) of Brewer, Maine drilled four borings, B1 to B4, at the site at locations shown on Sheet 1, Boring Plan. MTB drilled the borings to depths below ground surface varying from 7.8 feet to 21.5 feet. Sebago Technics, Inc. monitored the borings and prepared the logs included in Appendix A. Table I summarizes the results of borings. MTB backfilled the borings with the drilled material.

Borings were drilled using 2.5-inch inside diameter hollow stem augers. Samples were generally recovered at 5-foot intervals except in the upper 6.0 feet where continuous samples were recovered. Standard Penetration Resistance (N) was measured at each sample interval in accordance with ASTM Test D1586.

Sebago Technics, Inc. determined the locations of borings by taping from existing site features. It was necessary to adjust boring locations in the field from the proposed building corners due to the presence of the steep slope and abandoned cars.

The boring logs and related information depict subsurface conditions and water levels only at their specific locations at the time of excavation. Soil conditions at other locations may differ from conditions at these locations. Also, the passage of time may result in a change in groundwater conditions at exploration locations.

### Subsurface Conditions

The borings encountered five principal soil units: fill, marine sand, marine silt, marine clay and glacial till. Encountered thickness and generalized descriptions of these units are presented below in order of increasing depth below ground surface. Due to the complexity of the deposition process, strata thickness will vary and may be absent at specific locations.

**Fill** – Fill consists of loose to dense, brown silty SAND with gravel (SM); to well-graded SAND with gravel (SW); to BRICKS, MORTAR, ASH, GRAVEL and BURNT WOOD. Encountered thickness varies from 0.2 foot to 7.0 feet.

**Marine Sand** – The marine sand deposit consists of loose, gray brown to gray silty SAND (SM) with frequent silt and clay varves. Boring B2 encountered 6.0 feet of sand.

**Marine Silt** – Marine silt consists of stiff, gray brown mottled SILT (ML). Boring B1 encountered 0.2 foot of silt.

**Marine Clay** – Marine clay consists of medium stiff gray lean CLAY (CL) with frequent sand seams. Boring B2 encountered 4.0 feet of clay.

**Glacial Till** – Glacial till consists of medium dense to very dense, brown to gray brown to gray silty SAND with gravel (SM) with cobbles and boulders. Borings penetrated up to 16.8 feet into glacial till.

We recommend the following pavement section for the lowest level parking:

3 inches bituminous concrete, placed in two layers  
15 inches sand or gravel subbase course

Subbase course materials should conform to the following gradation:

Sand or Gravel (Maine DOT Standard Specification, Highways and Bridges; Section 703.06b, Type D)

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
4 inches	100
¼ inch	25-70
No. 40	0-30
No. 200	0-7

(Note: Type D aggregate should be modified to a maximum 4 inch size. Compacted structural fill may be substituted for gravel subbase course.)

As noted above, all unsuitable material should be removed from within the limits of the building. Existing foundations, if present, should be removed to a minimum depth of 2 feet below final grade and replaced with compacted structural fill. Fill required below the pavement section should consist of compacted structural fill. The subgrade should be compacted with vibratory compaction equipment prior to placing fill and subbase. Compacted structural fill and pavement subbase should be placed in layers not exceeding 8 inches in thickness and compacted to a dry density of at least 95 percent of maximum dry density, as determined in accordance with ASTM Test Designation D1557.

It should be noted that the subgrade soils may be frost-susceptible. Therefore, pavement roughness due to non-uniform frost movement may occur. To eliminate such non-uniform frost movement would require approximately 4.5 feet of structural fill subbase. However, it is common practice to tolerate seasonal movement to avoid the high cost of the added thickness of subbase.

#### Seismic Design Considerations

We recommend that the building be designed in accordance with the seismic requirements of the latest edition of the International Building Code, the site classification is Class D; the site response coefficient  $F_a$  is 1.5 for a short period spectral response acceleration  $S_s$  of 0.37g; the site response coefficient  $F_v$  is 2.4 for the 1-second period spectral response acceleration  $S_1$  of 0.10g. The subgrade soils are not considered liquefaction susceptible.

#### Lateral Foundation Loads

We recommend that lateral loads be resisted by bottom friction on footings. We recommend that a coefficient of friction equal to 0.40 be used for footings bearing on soil or crushed stone. If this does not provide sufficient resistance, we will study the problem in more detail to take into account other factors.

Existing foundations, if present within the limits of proposed foundations and floor slab, should be completely removed and the excavation to bearing level backfilled with compacted structural fill or crushed stone, as appropriate. Existing foundations below the parking area should be removed to at least 2 feet below the top of pavement. The borings encountered ash in the existing fill which may require special treatment for disposal.

We anticipate that groundwater may be encountered at proposed subgrade level or bearing level of footings. If encountered, open pumping from sumps can likely control groundwater. In general, the contractor should control groundwater and water from runoff and other sources by methods which prevent disturbance of bearing surfaces or adjacent soils and allow construction in-the-dry.

#### Subgrade Preparation

The subgrade soil is susceptible to disturbance from construction traffic. Equipment and personnel should not be permitted to travel across exposed footing bearing surfaces or exposed slab subgrades. Any subgrade areas that are disturbed should be recompacted or excavated and replaced with compacted structural fill prior to placing concrete. Subgrades should be protected against freezing temperatures if exposed during construction. Final excavation to subgrade should be performed using equipment with smooth-edge buckets.

#### Construction Monitoring

The foundation recommendations contained herein are based on the known and predictable behavior of a properly engineered and constructed foundation. Monitoring of the foundation construction is required to enable the geotechnical engineer to keep in contact with procedures and techniques used in construction. Therefore, we recommend that a person qualified by training and experience be present to provide monitoring at the site during preparation of foundation bearing surfaces, rock blasting, and placement of compacted structural fill.

#### Limitations of Recommendations

This report has been prepared for specific application to the subject project in accordance with generally accepted geotechnical engineering practices. In the event that any changes in the nature, design or location of the building are planned, the conclusions and recommendations contained in this report should not be considered valid, unless the changes are reviewed and the conclusions of this report modified or verified in writing.

The recommendations presented herein are based in part on the data obtained from the referenced test borings. The nature and extent of variations between the explorations may not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report.

We request that we be provided the opportunity for a general review of final design and specifications in order to determine that our earthwork and foundation recommendations have been interpreted and implemented in the design and specifications as they were intended.

08013

**TABLE I  
SUMMARY OF BORINGS  
53 DANFORTH STREET  
PORTLAND, MAINE**

Boring No.	Depth (Ft)	Depth to Water (Ft)	Strata Thickness (Ft)				
			Fill	Sand	Silt	Clay	Glacial Till
B1	17.0	3.5	3.8	--	0.2	--	13.0*
B2	21.5	16.9	5.0	6.0	--	4.0	6.5*
B3	17.0	7.6	0.2	--	--	--	16.8*
B4	7.8	2.6	7.0	--	--	--	0.8*

**NOTES:**

1. -- INDICATES STRATUM NOT ENCOUNTERED WITHIN DEPTH OF BORING.
2. \* INDICATES DEPTH OF PENETRATION INTO STRATUM.



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# Appendix A

## Logs of Test Borings

Groundwater was observed in the borings at depths below ground surface varying from 2.6 feet to 16.9 feet. Observations of groundwater were made over a relatively short period of time and may not reflect the stabilized groundwater level. In addition, water levels at the site will vary with season, precipitation, temperature and construction activity in the area. Therefore, water levels during and following construction will vary from those observed in the borings.

### **Recommendations for Foundation Design**

#### **Recommended Foundation Type and Design Criteria**

The existing fill is not considered suitable for support of the building. In addition, there could be portions of existing foundations buried below the ground surface. All existing fill should be removed from within the limits of the building foundations. We recommend that the building be supported on spread and continuous footings bearing on the undisturbed marine deposits (sand and silt) or on compacted structural fill placed after removal of the existing fill. For ease of construction, we recommend that the footings bear on 6 inches of 3/4-inch crushed stone with a non-woven geotextile fabric separating the stone from the subgrade.

Footings should be proportioned for an allowable bearing stress in pounds per square foot (psf) equal to 1,000 multiplied by the least lateral dimension of the footing in feet, up to a maximum of 3,000 psf. All footings should be at least 1.5 feet wide.

Footings should be founded at least 4.5 feet below the lowest adjacent ground surface exposed to freezing.

Crushed stone supporting footings should extend laterally from the footings to at least the limits defined by 1 horizontal to 1 vertical lines sloped outward and downward from points located at least 1 foot horizontally beyond the bottom edges of the footings.

At the recommended bearing stress, we anticipate that settlement for foundations will be less than 1 inch. We estimate that more than 50 percent of this settlement will occur during the construction period. We anticipate that settlement of this magnitude is acceptable. However, the structural engineer should determine final acceptability of settlement.

#### **Lowest Level Floor**

We understand that most of the lowest level floor will consist of bituminous concrete for parking. The remainder of the lowest level will consist of a lobby, elevator, mechanical room, storage and stairs. We recommend that the lowest level floor slabs in these areas be designed as earth-supported slabs-on-grade bearing on a minimum 12-inch thickness of compacted structural fill. All existing fill containing debris and existing foundations, if present, should be removed from within the slab limits prior to placing fill. The subgrade should be improved by compacting with vibratory compaction equipment. All fill placed below the floor slabs for raise-in-grade should consist of compacted structural fill. Normal dampproofing and vapor barriers should be provided below the slabs.

### Backfill Materials

Structural fill used below foundations and floor slabs and for backfill adjacent to walls should consist of sandy gravel to gravelly sand. It should be free of organic material, loam, trash, snow, ice, frozen soil and other objectionable material, and should conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
3 inches	100
No. 4	30 to 90
No. 40	10 to 50
No. 200	0 to 8

Compacted structural fill should be placed in layers not exceeding 8 inches in loose measure and compacted by self-propelled vibratory equipment at the approximate optimum moisture content to a dry density of at least 95 percent of the maximum dry density, as determined in accordance with ASTM Test Designation D1557. In confined areas, the loose layer thickness should be reduced to 6 inches and compaction performed by hand-guided vibratory equipment.

### Retaining Wall

We understand that a retaining wall is required adjacent to the northwest corner of the building next to the steep slope up to the adjacent at-grade parking. Due to the presence of the steep slope, we anticipate that the retaining wall will likely consist of a cantilevered steel sheet pile or soldier beam and lagging wall or a soil nail wall if an easement can be acquired for the soil nails to penetrate onto the adjacent property. Recommendations for the retaining wall will be provided under separate cover when the type of wall has been determined.

### Construction Considerations

#### General

The primary purpose of this section of the report is to comment on items related to excavation, earthwork and related geotechnical aspects of proposed construction. It is written primarily for the engineer having responsibility for preparation of plans and specifications. Since it identifies potential construction problems related to foundations and earthwork, it will also aid personnel who monitor the construction activity. Prospective contractors for this project must evaluate the construction problems on the basis of their own knowledge and experience in the Portland, Maine area and on the basis of similar projects in other localities, taking into account their proposed construction methods, procedures, equipment and personnel.

#### Excavation, Lateral Support and Control of Water

We anticipate that foundation excavation can be accomplished with sloped open excavation through the overburden soils provided safe side slopes can be maintained. Some sloughing and raveling should be anticipated in temporary slopes. Temporary excavations should be made in accordance with all OSHA and other applicable regulatory agency requirements.

SEBAGO TECHNICS, INC.		TEST BORING REPORT						BORING NO. B1															
PROJECT		53 DANFORTH STREET				STI JOB NO.		08013															
LOCATION		53 DANFORTH STREET, PORTLAND, MAINE				PROJECT MGR.		K. RECKER															
CLIENT		MAINE WORKFORCE HOUSING, LLC				FIELD REP.		K. B. STEPHENSON															
CONTRACTOR		MAINE TEST BORINGS, INC.				DATE STARTED		1/31/2008															
DRILLER		M. PORTER				DATE FINISHED		1/31/2008															
Elevation		ft. Datum		Boring Location		See Plan																	
Item	Casing	Sampler	Core Barrel	Rig Make & Model	B47 Mobile	Hammer Type		Drilling Mud		Casing Advance													
Type	N5A	SS		<input type="checkbox"/> Truck <input type="checkbox"/> Tripod	<input type="checkbox"/> Cat-Head	<input type="checkbox"/> Safety	<input type="checkbox"/> Bentonite	Type Method Depth															
Inside Diameter (in.)	2.5	3.0/1.375		<input type="checkbox"/> ATV <input type="checkbox"/> Geoprobe	<input type="checkbox"/> Winch	<input checked="" type="checkbox"/> Doughnut	<input type="checkbox"/> Polymer	RTSA/Spin/15.0															
Hammer Weight (lb.)		300/140		<input type="checkbox"/> Track <input type="checkbox"/> Air Track	<input type="checkbox"/> Roller Bit	<input type="checkbox"/> Automatic	<input type="checkbox"/> None																
Hammer Fall (in.)		30		<input type="checkbox"/> Skid <input checked="" type="checkbox"/> Trailer	<input checked="" type="checkbox"/> Cutting Head	Drilling Notes: Continuous 3 in. diameter split spoon 0-6 ft.																	
Depth (ft.)	Sampler Blows per 6 in.	Sample No. & Recovery (in.)	Sample Depth (ft.)	Well Diagram	Stratum Change (ft.)	USCS Symbol	Visual-Manual Identification & Description							Field Test									
							(density, consistency, color, GROUP NAME & SYMBOL, maximum particle size*, structure, odor, moisture, optional descriptions, geologic interpretation)							% Coarse	% Fine	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength	
0	1	S1	0.0			SM	Loose, brown silty SAND (SM), mps = 1.0 in., organics, wet							5	5	10	20	40	20				
	2						-FILL-																
	4																						
	6	S2	2.0		2.0	SM	Loose, brown silty SAND with gravel (SM), mps = 2.5 in., wet							10	10	15	30	20	15				
	3						-FILL-																
	4																						
	5																						
	6	S3	4.0		4.0	ML	Stiff, gray-brown mottled sandy SILT (ML), damp -MARINE DEPOSITS-												40	60			
	7																						
	14					SM	Medium dense, brown mottled silty SAND with gravel (SM), frequent rusty discolorations, mps = 2.0 in., wet							15	15	25	10	20	15				
	10																						
	11																						
	18		6.0				-GLACIAL TILL DEPOSITS-																
10	3	S4	10.0			SM	Medium dense, gray to gray-brown silty SAND with gravel (SM), mps = 1.0 in., wet							10	15	30	10	20	15				
	3																						
	11																						
	10		12.0				-GLACIAL TILL DEPOSITS-																
15	19	S5	15.0			SM	Very dense, gray-brown silty SAND with gravel (SM), mps = 1.0 in., wet							10	15	30	30	15					
	27																						
	19						-GLACIAL TILL DEPOSITS-																
	19		17.0																				
							Bottom of exploration at 17.0 ft. below ground surface																
							No refusal																
20																							
25																							
30																							
Water Level Data			Depth in feet to:			Sample ID	Well Diagram	Summary															
Date	Time	Elapsed Time (hr.)	Bottom of Casing	Bottom of Hole	Water																		
1/31/2008	1450		--	4.0	3.5	O		Riser Pipe	Overburden (Linear ft.)		17.0												
						T		Thin Wall Tube	Rock Core (Linear ft.)		--												
						U		Filter Sand	Number of Samples		55												
						S		Cuttings															
						S		Grout															
						G		Concrete															
								Bentonite Seal	BORING NO.		B1												
Field Tests		Dilatancy: R - Rapid S - Slow N - None			Plasticity: N - Nonplastic L - Low M - Medium H - High																		
		Toughness: L - Low M - Medium H - High			Dry Strength: N - None L - Low M - Medium H - High V - Very High																		
*NOTE: Maximum Particle Size is determined by direct observation within the limitations of sampler size.																							
NOTE: Soil identifications based on visual-manual methods of the USCS system as practiced by Sebago Technics, Inc.																							

February 12, 2008  
08013

Mr. Nathan Szanton  
Maine Workforce Housing LLC  
c/o The Szanton Company  
One City Center  
Portland, ME 04101

**Report on Subsurface and Foundation Investigation**  
**Proposed 53 Danforth Street, Portland, Maine**

Dear Nathan:

This report presents the results of our subsurface and foundation investigation for the proposed 53 Danforth Street project in Portland, Maine. These services are provided in accordance with our proposal dated January 14, 2008.

In summary, it is our opinion that the proposed building may be supported on spread and continuous footings bearing on undisturbed, naturally deposited sand, or on compacted structural fill placed after removal of unsuitable soil. In addition, an earth-supported slab-on-grade may be used for the lowest (ground) floor. Specific recommendations regarding foundation design and construction considerations are presented below.

**Introduction**

The approximately 0.4-acre site is located at 53 Danforth Street and is presently occupied by a single-story building housing New England Imports. The remainder of the site is primarily parking. Ground surface elevations within the building limits vary from approximately El. 43 to El. 46. The northwest corner of the site is adjacent to a steep slope up to an at-grade parking lot on Pleasant Street.

We understand that the lowest level will consist of a steel deck garage with parking for approximately 40 vehicles and entrance, lobby and elevator. The lowest level elevation is not yet established, but we anticipate that it will be near existing grade. There will be four stories of wood-framed apartments above the garage level.

It is our experience that many parcels in this area of Portland were once occupied by other structures. Therefore, there may be existing foundations or other construction below the ground surface that were not identified in the borings.

<b>SEBAGO TECHNICS, INC.</b>	<b>TEST BORING REPORT</b>			<b>BORING NO.</b> <b>B2</b>
<b>PROJECT</b> 53 DANFORTH STREET <b>LOCATION</b> 53 DANFORTH STREET, PORTLAND, MAINE <b>CLIENT</b> MAINE WORKFORCE HOUSING, LLC <b>CONTRACTOR</b> MAINE TEST BORINGS, INC. <b>DRILLER</b> M. PORTER			<b>STI JOB NO.</b> 08013 <b>PROJECT MGR.</b> K. RECKER <b>FIELD REP.</b> K. B. STEPHENSON <b>DATE STARTED</b> 1/31/2008 <b>DATE FINISHED</b> 1/31/2008	Page 1 of 1

Elevation		ft. Datum		Boring Location		See Plan																		
Item	Casing	Sampler	Core Barrel	Rig Make & Model	B47 Mobile	Hammer Type	Drilling Mud	Casing Advance																
Type	HSA	SS		<input type="checkbox"/> Truck <input type="checkbox"/> Tripod <input type="checkbox"/> Cat-Head	<input type="checkbox"/> ATV <input type="checkbox"/> Geoprobe <input type="checkbox"/> Winch	<input type="checkbox"/> Safety <input type="checkbox"/> Bentonite	<input type="checkbox"/> Doughnut <input type="checkbox"/> Polymer	Type Method Depth																
Inside Diameter (in.)	2.5	3.0/1.375		<input type="checkbox"/> Track <input type="checkbox"/> Air Track <input type="checkbox"/> Roller Bit	<input type="checkbox"/> Skid <input checked="" type="checkbox"/> Trailer <input checked="" type="checkbox"/> Cutting Head	<input checked="" type="checkbox"/> Automatic	<input checked="" type="checkbox"/> None	HSA/Spin/15.0																
Hammer Weight (lb.)	300/140			Drilling Notes: Continuous 3 in. diameter split spoon 0-6 ft.																				
Hammer Fall (in.)	30																							
Depth (ft.)	Sampler Blows per 6 in.	Sample No. & Recovery (in.)	Sample Depth (ft.)	Well Diagram	Stratum Change (ft.)	USCS Symbol	Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, maximum particle size*, structure, odor, moisture, optional descriptions, geologic interpretation)	Gravel					Sand					Field Test						
								% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fine	Dilatancy	Toughness	Plasticity	Strength							
0	9	S1	0.0		0.2	SW	Medium dense, brown well-graded SAND with gravel (SW), mps = 1.0 in., wet	10	10	30	20	25	5											
	15						-FILL-																	
	7					SM	Medium dense, brown silty SAND with gravel (SM), brick, ash, glass, mps = 2.0 in., damp	10	10	30	20	10	20											
	6	S2	2.0			SM	Loose, brown silty SAND with gravel (SM), ash, brick, mps = 2.0 in., damp	10	10	30	20	10	20											
	2						-FILL-																	
	4																							
	2	S3	4.0			SM	Loose, brown silty SAND with gravel (SM), ash, brick, mps = 2.0 in., rusty discolorations, wet	10	10	30	20	10	20											
5	2				5.0		-FILL-																	
	4					SM	Loose, gray-brown silty SAND (SM), frequent silt and clay varves, mps = 0.02 in., damp						70	30										
	6	S4	6.0																					
							-MARINE DEPOSITS-																	
					8.5																			
							-MARINE DEPOSITS-																	
10	6	S4	10.5		11.0	SM	Loose, gray silty SAND with gravel (SM), mps = 1.0 in., damp	5	10	5	50	30												
	2					CL	Medium stiff, gray lean CLAY with gravel (CL), frequent sand seams, mps = damp	10	15		20	65	N	M	M									
	2																							
	2		12.5				-MARINE DEPOSITS-																	
					13.0																			
15	14	S5	15.0			SM	Medium dense, gray silty SAND with gravel (SM), mps = 1.0 in., wet	5	10	30	15	20	20											
	4						-GLACIAL TILL DEPOSITS-																	
	7																							
	11	S6	17.0																					
					18.9																			
20	41	S6	20.0			SM	Very dense, brown silty SAND with gravel (SM), mps = 1.3 in., wet	20	20	15	5	20	20											
	53						-GLACIAL TILL DEPOSITS-																	
	28		21.5																					
							Bottom of exploration at 21.5 ft. below ground surface																	
							No refusal																	

Water Level Data			Depth in feet to:			Sample ID	Well Diagram	Summary						
Date	Time	Elapsed Time (hr.)	Bottom of Casing	Bottom of Hole	Water			O	T	U	S	G		
1/31/2008	1700		--	17.7	16.9		<input type="checkbox"/> Riser Pipe <input type="checkbox"/> Screen <input type="checkbox"/> Filter Sand <input checked="" type="checkbox"/> Cuttings <input type="checkbox"/> Grout <input type="checkbox"/> Concrete <input type="checkbox"/> Bentonite Seal	Overburden (Linear ft.)	21.5		Rock Cored (Linear ft.)	--	Number of Samples	6S
BORING NO. B2														

Field Tests Dilatancy: R - Rapid S - Slow N - None Plasticity: N - Nonplastic L - Low M - Medium H - High  
 Toughness: L - Low M - Medium H - High Dry Strength: N - None L - Low M - Medium H - High V - Very High

\*NOTE: Maximum Particle Size is determined by direct observation within the limitations of sampler size.

NOTE: Soil identifications based on visual-manual methods of the USCS system as practiced by Sebago Technics, Inc.



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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0061

**Date:** 6/11/2008

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I received an unsigned copy of the conditional/contract, modified R-7 Zone. The plans submitted and received on June 4th meet the requirements and conditions as outlined within the written contract including, but not limited to: number of dwelling units, parking spaces, setbacks, lot coverage and building height.

Separate permit(s) shall be required for any building signs.

Marge Schmuckal  
zoning Administrator





To: Marge Schmuckal  
~~Mike Farmer~~  
Dan Goyette  
Tom Errico  
Jim Carmody  
Capt. Greg Cass  
Jeff Tarling

6/4/08

From: Shukria Wiar

Date: June 4, 2008

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Additional information submitted for the following project:

Application ID #: 2008-0061

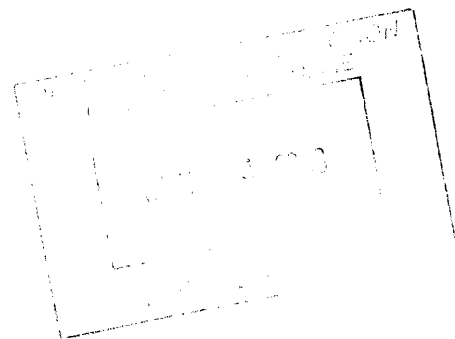
- 40-A-013

Project Name: - The Szanton Company- Construction of 43 residential units

Project Address: 53 Danforth Street

Final Comments needed by: **PB Public Hearing on this item is on June 24, 2008, please submit your comments by June 16, 2008**

Thank you.



**A R C H E T Y P E**

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June 2, 2008

Shukria Wiar  
Portland City Hall  
389 Congress Street  
Portland, Maine 04101

**RE: Danforth Street Subdivision and Site Plan**

Dear Shukria,

We are pleased to submit our final submission for the development of 53 Danforth Street. Per your letter of May 29<sup>th</sup> we have addressed all city staff comments as follow:

1. Department of Public Services Comments:
  - a. The applicant should confirm that the survey for the project coincides with approved City standards. The survey needs to be tied to the vertical datum of NGVD 1929. Also, the project needs to be tied to the Maine State Plane Coordinate System (2-zone projection), West Zone using the NAD 1983 (HARN) Datum and the U.S. Survey Foot as the unit of measure. This should be indicated on the survey.  
**Owen Haskell has addressed this issue and made the necessary revisions to the survey.**
  - b. A Stormwater Management Plan has not been provided.  
**The plan has been included as part of this submission.**
  - c. There are three types of grading lines shown on the Site Plan and only two types are listed in the key. The existing grading lines outside the site should match the existing grading lines inside the site for clarity.  
**All existing grades have been revised to match. There are only two grading line types, existing and proposed.**
  - d. A silt fence detail and construction entrance detail have not been provided.  
**These details have been added to a new detail sheet, C3.**
  - e. It appears that the Nyoplast drains, FI-1 and 2 are located outside of the property lines and would require an easement from the abutter.  
**The retaining wall has been moved away from the property line and the field drains and associated grading are now within the property lines.**
  - f. SHT C1 references Detail 1 SHT C2 for pavement removal and restoration details. Detail 1 SHT C2 does not provided thickness of surface and binder course.  
**These dimensions have been added to Sheet C2.**
  - g. Details 1 and 3 on SHT C2 list different 3" base gravel types.  
**The notes have been corrected to both read Type "A".**
  - h. Locations of the pedestrian ramps should be clearly labeled on the Site Plan.  
**There are no pedestrian ramps necessary for this project.**

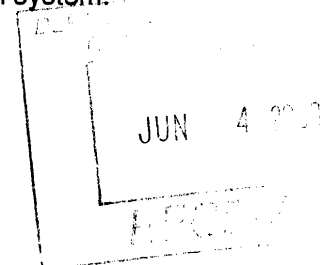
- i. Erosion Control Measure notes and General notes #14 on SHT C1 list the incorrect detail (detail 11 for the catch basin filter should list detail 12).  
**The note has been corrected to read detail 12.**
- j. Dimension of the parking spaces and aisles are not identified.  
**The spaces have been dimensioned.**
- k. Parking space #3 has a blocked view of incoming vehicles due to placement beside a stairwell.  
**A convex mirror has been added to aid vehicle movement out of space 3. See Site plan for location. Please note that we are aware that this parking is tight, but we believe very workable and not untypical in an urban parking garage. Any movements in and out of the garage will be noted as the door will be opening alerting drivers to future car movement, allowing them time to react accordingly.**
- l. General Notes #6 on SHT C1 lists 33 apartment units, Typical Plan & Section Sheet lists 42 units, and the submitted narrative lists 43 units. Please clarify the correct number of units.  
**The correct number of units is 43. Note 6 has been corrected as well as the Typical Plan/Sections.**
- m. The applicant should be aware that the entire length of sidewalk may need to be repaired/replaced pending an inspection by Public Services.  
**A note has been added to the Site Plan indicating that the entire length of sidewalk will be replaced.**

2. Traffic comments:

According to the most current version of the site plan, the garage door openings will be 12 feet. It is our recommendation that the garage door width be 14 feet or greater. According to the City's Technical and Design Standards and Guidelines, "Any site with driveway access to a street shall have a minimum 20 foot wide driveway for one-way ingress or egress". We are currently accepting a reduction in the width standard by 30% and believe this a reasonable requirement for the given development size and traffic generation levels expected.  
**We have designed the project to have two 14' wide garage pools as requested and accepted by staff.**

3. Fire Department Comments:

- a. The second means of egress will be required to be illuminated and maintained.  
**Provided for**
- b. Please provide details.  
**Lighting will be provided on motion sensors as shown on drawings E0.01.**
- c. A Master Box connection is required for the fire alarm system.  
**It will be provided**
- d. A standpipe system is required  
**It will be provided**



- e. The code summary makes reference to a NFPA 13 R sprinkler system. This is not allowed in a five story structure.  
***Building to be sprinkled with NFPA 13 system***
- f. Please verify sprinkler system design with this office.  
***Building to be designed with NFPA 13 system***
- g. Please provide details of the required air handling equipment for the enclosed garage.  
***Garage is open on all sides except Danforth Street, mechanical ventilation is not required.***
- h. The fire dept. would like a place to pull off the street for emergency calls to this location.  
***We have incorporated on plans, see Site Plan.***
- i. We have found that during the winter months our apparatus and personal are exposed to traffic while disembarking and removing equipment. This is a safety concern for us.

4. Lighting Plan Comments:

- a. Exterior lighting will also consist of low scale bollard lights at the back of the property along the egress walk to Maple Street; these lighting fixtures shall be full cut off.
- b. The photometric plan as proposed does not meeting the lighting standards; the maximum illumination level at a property line shall not exceed 0.1 foot candles, as measured at grade. All residential uses and natural resources protection area are to be considered sensitive light trespass.  
***New site lighting submitted, see Electrical Drawings.***

5. Design Standards:

- a. Explain how this project is meeting the R-7 Design Standards.
  - ***The building is oriented to the street with the entry articulated with a copper canopy and glass door and sidelights. Large windows set in the brick façade relate to the neighboring buildings and provide light and ventilation.***
  - ***The primary entrance is located on the ground level facing the street***
  - ***The front façade reflects the eclectic design of the neighborhood buildings with large windows set in a brick façade. The base of the building is articulated with stone like material and set behind a garden and painted steel fencing with granite piers.***
  - ***The building facades are varied with materials indigenous to the neighborhood. Brick, stone and clapboard all contributing to visual interest. We have also, at the request of the Planning Board added balconies to the north and west elevations which add visual interest and light and ventilation to the units.***

- ***The public experience of the building is enhanced through the use of planting and fencing at the base of the building.***
- ***All units are designed for visual privacy between units. Acoustical privacy is achieved through the use of apartment wall construction that far exceeds building codes currently in effect.***
- ***Natural light and ventilation are provided with oversized windows, sliding glass doors and balconies.***

6. Solid Waste Disposal:

- a. Please shall provide a schedule of pick up and information if the solid waste storage will be trash compactors or barrels.  
***Roll out metal carts will be stored in the trash room. These will be rolled out to the curb where Troiano Waste Services will pick up 2-3 times a week as necessary. 53 Danforth with 43 units, mostly one bedroom apartments, will conservatively probably have 10-12 yards of trash a week.***

7. Financial and Technical Capability Letter:

- a. Provide evidence of financial and technical capacity. ***See attached***

8. Easements:

- a. The applicant will need to provide an emergency easement that is maintained and illuminated per the recommendations of Captain Cass. ***See attached***
- b. Obtain easements for the construction of the retaining wall and stormwater infrastructure from the Holiday Inn.  
***We have redesigned the retaining wall so that it does not require any easement from adjoining property.***
- c. Also provide construction and maintenance easement for the brick wall along the east side of the project.  
***We have redesigned brick walls so that they do not require any easements to adjoining property.***

9. Landscaping:

- a. The City's Technical Standards regarding the provision of street trees has been applied in this type of subdivision to require two street trees per unit. The applicant will need to show if there are any street trees being proposed within the adjacent public sidewalk.
- b. For this proposal of forty-three (43) units, a total of eighty-six (86) trees would be required. Since all of these trees cannot be located on the site, the applicant will be required to make a financial contribution of the remaining trees (\$200 per street tree) to the City's Residential Tree Fund which would be \$17, 200.  
***Applicant has met with Jeff Tarling to review planting plan and select street trees now incorporated on Site Plan dwg # C-1.***

10. Subdivision Recording Plat:

- a. Prepare a recording plat prepared by a Registered Surveyor.  
**Submitted with this application**

11. Miscellaneous Comments:

- a. Provide capacity letters from utility companies.  
**We have requested capacity letters for water and sewer from the Department of Public Services and Portland Water District; these will be forwarded to you.**
- b. Hold a Neighborhood Meeting at least 7 days before a Public Hearing. Please note that 7 days notice is required for this meeting.  
**Neighborhood Meeting was held on Wednesday, May 28<sup>th</sup> at 7:00 pm, there were no attendees, other than the Architect and Owner. See attached**
- c. **We have added six balconies on the north and west elevations per the request of the Planning Board, a total of seven balconies.**
- d. **For bike rack details see drawing C-3, as request by Planning Board.**

Sincerely,



David Lloyd

The Szanton Company  
One City Center, 4<sup>th</sup> Floor  
Portland, ME 04101

May 15, 2008

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plan for a 43-unit mixed-income apartment building located at 53 Danforth Street.

Meeting Location: Wright-Ryan Construction offices, 10 Danforth Street, Portland

Meeting Date: Wednesday, May 28, 2008

Meeting Time: 7 p.m.

The City code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list" be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please call The Szanton Company at 400-3442.

Sincerely,

Gillian Schair  
The Szanton Company

Note:

Under Section 14-32(C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.



tel: 207/400-3442

gschair@szantoncompany.com

fax: 207/775-4325

The Szanton Company Neighborhood Meeting for 53 Danforth Street

Date: Wednesday, May 28, 2008

Location: Wright Ryan, 10 Danforth Street

In attendance: Nathan Szanton, developer; David Lloyd, architect and Gillian Schair

Meeting began at 7:00 p.m.

No neighbors attended tonight's meeting.

Meeting adjourned at 7:20 p.m.



Maine Workforce Housing, LLC  
c/o The Szanton Company  
One City Center, 4<sup>th</sup> floor  
Portland, ME 04101

May 27, 2008

Shukria Wiar, Planner  
Planning and Urban Development  
City of Portland  
389 Congress St.  
Portland, ME 04101

Re: 53 Danforth Street

Dear Shukria:

Please accept this letter regarding the technical capacity of the 53 Danforth Street development team.

Maine Workforce Housing, LLC, the developer, is made up of two principals, myself and Robert C.S. ("Bobby") Monks of Cape Elizabeth. I have eleven years of experience in multi-family rental housing development and have developed, either as a consultant or as owner/developer, 258 units of housing at a cost of \$33.6 million. Bobby has 26 years experience in all aspects of real estate development, and has been a partner in over \$100 million worth of development projects, including acquisition & rehabilitation; adaptive re-use; and new construction. Bobby and I have completed three successful projects together: Casco Terrace, 41 State Street Portland; Walker Terrace, 1 Walker Street, Portland and The Squamscott Block, 130 Water Street, Exeter, NH. All three properties were fully rented within 4 months of opening and currently have occupancy numbers hovering around 100%.

The design team for 53 Danforth Street is led by David Lloyd, principal in Archetype Architects here in Portland. David has 30 years experience in his field, 24 of them running his own firm. Since 1984, Archetype has provided design and construction administration services for 43 multi-family housing projects, including Casco Terrace, Chandler's Wharf, and many Shalom House projects in Portland; Summer Street Housing in Freeport; Whispering Pines in Topsham; the Ellen Leach Memorial Home in Brewer; and many others.

Wright Ryan of Portland has been selected as contractor for this project. Wright Ryan, founded in 1984, is one of Maine's leading and most respected construction firms. We teamed with Wright Ryan on our Casco Terrace project and were pleased with their professionalism, work style and the finished product. Wright Ryan's portfolio includes residential, institutional and commercial projects as well as mixed income housing

Shukria Wiar  
May 27, 2008  
Page Two

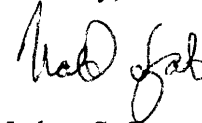
projects. Some of these projects include: Townhomes at Ocean East, Portland; Brickhill Cottages, South Portland and Island View Apartments, Portland.

Our legal representation for 53 Danforth Street is by Drummond Woodsum and MacMahon here in Portland. The two principal attorneys working on the project are Ron Ward, for the land transaction issues, and John Kaminski, for the tax and financial structuring issues. Ron has 31 years experience in his specialty, which is the development and financing of complex commercial and major residential developments. John Kaminski has 26 years experience representing non-profit and for-profit developers and lenders involved in real estate development, affordable housing projects, and historic rehabilitation projects.

Finally, 53 Danforth Street will be professionally managed by Dirigo Management Company, based here in Portland. Founded in 1984, Dirigo is currently the management agent for Casco Terrace and Walker Terrace where they have done an outstanding job. Dirigo has 14 rental housing and 22 condominium properties under management in the Greater Portland area. They also manage 31 commercial and parking facilities throughout Southern Maine.

As I hope you can see, we have a highly qualified team assembled to guide 53 Danforth Street from conception to reality. If you have any questions about our technical capacity, please don't hesitate to call me. Thank you.

Sincerely,



Nathan S. Szanton  
Managing Member  
Maine Workforce Housing, LLC

# MaineHousing

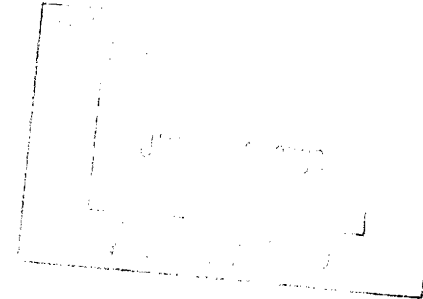
Maine State Housing Authority

## NOTICE TO PROCEED THIS IS NOT A COMMITMENT

May 30, 2008

Nathan S. Szanton, Manager  
Maine Workforce Housing, LLC  
One Longfellow Square  
Portland, ME 04101

Re: **53 Danforth Street, Portland, Maine**  
**2007 Tax-exempt Debt with Subsidy Financing**



Dear Mr. Szanton:

Maine State Housing Authority ("MaineHousing") is pleased to inform you that the application submitted by Maine Workforce Housing, LLC (the "Developer") for permanent financing of a 43-unit residential rental project to be located at 53 Danforth Street, Portland, Cumberland County, Maine (the "Project") dated March 24, 2008 (the "Application") has been selected for further processing. The Application is subject to the requirements of the 2007 Tax-exempt Debt with Subsidy Financing Program (the "Program").

The Application was selected based on the number of points it received during the selection process set forth in the Program. A copy of the scoring memorandum identifying the total score and summarizing the commitments made by the Developer in the Application for which the Developer was awarded points during the selection process is attached as Exhibit A and made a part of this notice. MaineHousing will deem the Application withdrawn if there is any change in the commitments made by the Developer in the Application as described in the scoring memorandum.

**This is not a commitment of debt financing or subsidy.** This is a notice to proceed. MaineHousing will continue its underwriting process which includes, but is not limited to, commissioning a real estate appraisal, performing an environmental review, conducting a site visit, reviewing technical construction submissions, reviewing operating budgets and finalizing underwriting.

In order for MaineHousing to continue processing the Application and complete the underwriting process, the Developer must provide the following information, in a form acceptable to MaineHousing.

- an appraisal supporting the financing within the parameters of the Program;
- a market study supporting the need for the Project;
- comprehensive environmental site assessment prepared by a qualified environmental consultant acceptable to the MaineHousing finding that the Project and the areas adjacent to

the Project are free from environmental hazards or conditions and any further investigation triggered by the assessment;

- final construction plans and specifications for the Project;
- final construction budget for the Project;
- bids for the final plans and specifications for the Project;
- evidence that the design and construction of the Project satisfy the requirements of all applicable local, state and federal accessibility laws, regulations and standards and the accessibility pledged by the Developer in the Application;
- evidence that Developer has all permits, licenses and approvals required for the construction, use and operation of the Project under applicable federal, state and local laws, ordinances, codes, rules and regulations and the terms of any restrictions, easements and covenants affecting the Project, with the expiration or resolution of all appeals thereof;
- current ALTA survey of the Project prepared by a registered land surveyor, showing the dimensions of any improvements, easements, rights-of-way, encroachments and the extent thereof, established building and street lines, adjoining sites, utilities, location in any flood plain, and such other details as MaineHousing may require;
- written construction financing commitment in the amount of the construction budget;
- written commitment from an equity provider to purchase the low-income housing tax credits generated by the tax-exempt financing;
- written commitments from all other funding sources necessary to complete the Project; and
- all other information that MaineHousing determines is necessary to decide whether to issue a financing commitment.

MaineHousing will decide whether to issue a commitment of tax-exempt financing and subsidy for the Project after receipt of the above information and documentation and upon completion of the underwriting process. The Developer applied for and is eligible for \$1,650,000 in subsidy under the Program, subject to the availability and allocation of subsidy to the Program.

Any commitment will be subject to certain terms and conditions required by MaineHousing under the Program, the Rental Loan Program and the applicable Qualified Allocation Plan. Among the conditions of any MaineHousing financing commitment will be the requirement that the Developer enter into an extended low income housing commitment agreement (commonly referred to as "extended use agreement"). The extended use agreement will be recorded in the appropriate registry of deeds, will be enforceable by MaineHousing and residents of the Project and will obligate the Developer, its successors and assigns, to perform the commitments made by the Developer in the Application, including without limitation, offering resident service coordination for the residents of the Project in accordance with the Qualified Allocation Plan and certain commitments for which the Developer was awarded points during the selection process as described in the attached scoring memorandum.

All or a portion of the tax-exempt debt financing and subsidy made by MaineHousing or other funding for the Project may be eligible as matching funds for federal funds governed by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 USC § 12,701 *et seq.*, and the HOME Investments Partnerships Program Rule, 24 CFR, Part 92 (particularly Section 92.300 *et*

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Maine Workforce Housing, LLC  
May 30, 2008  
Page 3

*seq.*), all as amended (collectively "FedHOME"). Any financing commitment will identify eligible matching funds for FedHOME, designate the FedHOME match units and require the Developer to comply with all applicable FedHOME requirements.

Any MaineHousing funding will only be available at the permanent loan closing, unless otherwise agreed to by MaineHousing in writing. The Developer will be expected to secure construction financing in the amount of the total construction budget for the Project from a source other than MaineHousing. The funding available under the Program cannot be combined with funding under any other MaineHousing programs.

If you have any questions about the process, please feel free to contact Todd Marlowe, the Multifamily Loan Officer who has been assigned to the Project, at (207) 624-5791.

Sincerely,



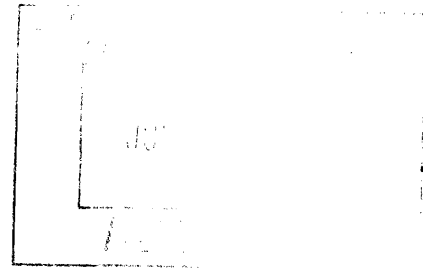
Daniel Brennan

Acting Director of Development

Enclosure

cc: Todd Marlowe, MaineHousing Multifamily Loan Officer

The Agreement and Easement regarding the emergency egress from 53 Danforth Street across Youth Alternatives/Ingraham land is now in the hands of the president of Youth Alternatives/Ingraham, Mike Tarpinian (the Grantor) for his and his attorney's review. He plans to return the signed Agreement by June 10, 1008.



## AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between INGRAHAM, a Maine non-profit corporation, with a mailing address of 50 Lydia Lane, South Portland, Maine 04106 (“Ingraham”) and 53 DANFORTH STREET, LP, a Maine limited partnership with a mailing address of c/o the Szanton Company, One City Center, 4<sup>th</sup> Floor, Portland, Maine 04101 (“Developer”).

## RECITALS

WHEREAS, Ingraham is the owner of certain property located on Maple Street in Portland, Maine, as more particularly described in a deed from the Maine College of Art to Ingraham dated July 14, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11534, Page 5 (the “Ingraham Property”); and

WHEREAS, Developer has agreed to purchase certain property located at 53 Danforth Street in Portland, Maine, which property is more particularly identified as Portland Tax Assessor Chart 40, Block A, Lots 13 and 25 (the “Development Property”), from J.B. Brown & Sons; and

WHEREAS, Developer intends to develop a multi-unit apartment building on the Development Property to be known as 53 Danforth Street (the “Development”); and

WHEREAS, the Development Property is located adjacent to the Ingraham Property; and

WHEREAS, Developer has requested that Ingraham grant certain rights and easements over the Ingraham Property in connection with the construction of the Development; and

WHEREAS, Ingraham is willing to grant such rights and easements to Developer immediately following Developer’s acquisition of the Development Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ingraham and Developer agree as follows:

1. Notice of Acquisition. Developer shall give written notice of its acquisition of the Development Property to Ingraham immediately following such acquisition.
2. Grant of Easement to Developer. Upon receipt of Developer’s notice, Ingraham shall execute and deliver to Developer an Easement in substantially the form attached hereto as Schedule A. Ingraham further agrees to cooperate with Developer in good faith to obtain the consent of Ingraham’s mortgagee(s), if any, to the Easement.
3. Automatic Termination on Failure to Acquire Title to Development Property. If Developer does not acquire title to the Development Property and provide notice to Ingraham on or before December 31, 2008, this Agreement shall automatically terminate and it shall be null and void.

4. General Provisions

A. Notice. All notices and other communications required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight, registered or certified mail, postage prepaid, return receipt requested, at the address of the parties set forth above.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflicts of law principles.

C. Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, and or assigns, to the extent as if specified at length throughout this Agreement.

D. Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

E. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties and supersedes all prior discussions and agreements whether written or oral between the parties with respect to this Agreement and all other matters contained herein and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both parties with the formalities hereof.

F. Counterparts. This instrument may be executed in one or more counterparts, which executed counterparts when taken together constitute one and the same instrument.

G. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Agreement.

[Remainder of page left blank. Signature pages follow.]



IN WITNESS WHEREOF, Ingraham has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

WITNESS:

INGRAHAM

\_\_\_\_\_

By:  
Its:

\_\_\_\_\_

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 2008

Personally appeared the above named \_\_\_\_\_, the  
\_\_\_\_\_ of Ingraham, and acknowledged the foregoing instrument to be his/her  
free act deed in his/her said capacity and the free act and deed of said Ingraham.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Print name

IN WITNESS WHEREOF, 53 Danforth Street, LP has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

WITNESS:

53 DANFORTH STREET, LP

\_\_\_\_\_

\_\_\_\_\_

By:

Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 2008

Personally appeared the above-named \_\_\_\_\_, the \_\_\_\_\_ of  
53 Danforth Street, LP, and acknowledged the foregoing instrument to be his/her free act and  
deed in his/her said capacity and the free act and deed of said 53 Danforth Street, LP.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Print name

## EMERGENCY EGRESS EASEMENT

INGRAHAM, a Maine non-profit corporation, with a mailing address of 50 Lydia Lane, South Portland, Maine 04106 (the "Grantor"), and Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine with a mailing address of 353 Water Street, Augusta, Maine 04330-4633 ("MAINEHOUSING"), joining in this instrument for the sole and limited purpose hereinafter set forth, for consideration paid, grant to 53 DANFORTH STREET, LP, a Maine limited partnership with a mailing address of c/o the Szanton Company, One City Center, 4<sup>th</sup> Floor, Portland, Maine 04101 (the "Grantee"), with quitclaim covenant, the following described rights and easement on, over, under and across a portion of the Grantor's land located on the west side of Maple Street in the City of Portland, County of Cumberland, and State of Maine, which portion is more particularly described as the "Egress Easement" delineated on the plan prepared by Archetype, P.A. Architects entitled "Site Easements Plan" dated May 21, 2008, a reduced copy of which plan is attached hereto as Schedule A and made a part hereof and hereinafter referred to as the "Egress Easement Area".

The Egress Easement Area comprises a portion of the Grantor's land described in a deed from Maine College of Art to the Grantor dated July 14, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11534, Page 5 ("Grantor's Property"). The rights and easements granted herein shall be appurtenant to and shall run with the land of the Grantee described in a deed from J.B. Brown & Sons, to the Grantee dated \_\_\_\_\_, and recorded in said Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ ("Grantee's Property"). The Grantee plans to develop a multi-unit apartment building on Grantee's Property to be known as 53 Danforth Street (the "Development").

The rights and easements granted herein are described as a perpetual, nonexclusive easement on, over, under and across the Egress Easement Area for the purposes of:

(1) constructing, inspecting, maintaining and repairing a pedestrian pathway from Grantee's Property to Maple Street as delineated on Schedule A;

(2) constructing, inspecting, maintaining and repairing a gate to be installed on the fence located on the boundary line between Grantor's Property and Grantee's Property in the location shown on Schedule A;

(3) constructing, installing and maintaining four (4) light posts in the locations shown on Schedule A to light the pedestrian pathway; together with the right to bury and install electrical wiring and associated fixtures and appurtenances necessary or convenient for the underground transmission of electricity to supply power to the lights; and

(4) providing residents of the Development, and their guests, invitees, agents, licensees, contractors and employees, with the right to use the pedestrian pathway for emergency egress from Grantee's Property to Maple Street (such emergencies to include, but not be limited to, fires, storms, floods, natural disasters and the like).

The easement granted herein shall include the right to enter the Egress Easement Area and adjacent areas with persons and equipment for the above stated purposes. The easement shall also include the right to dig up earth and remove vegetation, trees and stones in, on and under the

Egress Easement Area to such depth as may be deemed by the Grantee as necessary and convenient for the construction, maintenance and repair of the pedestrian pathway, gate and lights. All construction done by Grantee shall be done in accordance with the plans for the Development approved by the City of Portland Planning Department.

The Grantee shall construct and maintain the pedestrian pathway, gate and lights at its sole cost and expense and at its own risk. The Grantor and the Grantee shall be jointly responsible for the prompt removal of snow, ice and other obstructions from the Egress Easement Area. The Grantee does hereby release the Grantor from any liability or loss to persons or property arising out of the Grantee's use of the Egress Easement Area pursuant to this Easement, except to the extent caused by the gross negligence or willful conduct of the Grantor.

The Grantee, by acceptance of this Easement, agrees to and does hereby indemnify the Grantor, its successors and assigns, against any and all claims, costs and expenses that may be asserted against or incurred by the Grantor arising out of the Grantee's exercise of the rights and easement granted herein.

The rights and easements granted herein and the terms and conditions thereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

The Grantor reserves the right to use the Egress Easement Area for any purposes not inconsistent with the rights and easements granted herein provided that such use shall not interfere with or obstruct the rights and easements granted herein.

MAINEHOUSING, holder of a certain Mortgage and Security Agreement from the Grantor dated July 15, 1994, and recorded in said Registry of Deeds in Book 11534, Page 9 (the "Mortgage"), hereby joins in this instrument, but not in any covenants of title set forth herein, for the sole and limited purpose of releasing the rights and easement granted herein, and no other, from the Mortgage. But this release shall in no way affect or impair the right of the Mortgagee to hold under the Mortgage, as security for the sums remaining due thereon, all the remainder of the mortgaged premises therein conveyed or described and not hereby released.

[Remainder of page is blank. Signature pages follow.]

IN WITNESS WHEREOF, Ingraham has caused this instrument to be executed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, as of the \_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESS:

INGRAHAM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

\_\_\_\_\_, 2008

Personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ of Ingraham, and acknowledged the foregoing instrument to be his/her free act deed in his/her said capacity and the free act and deed of said Ingraham.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Print name

IN WITNESS WHEREOF, Maine State Housing Authority has caused this instrument to be executed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, as of the \_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESS:

MAINE STATE HOUSING AUTHORITY

\_\_\_\_\_

By:  
Its:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

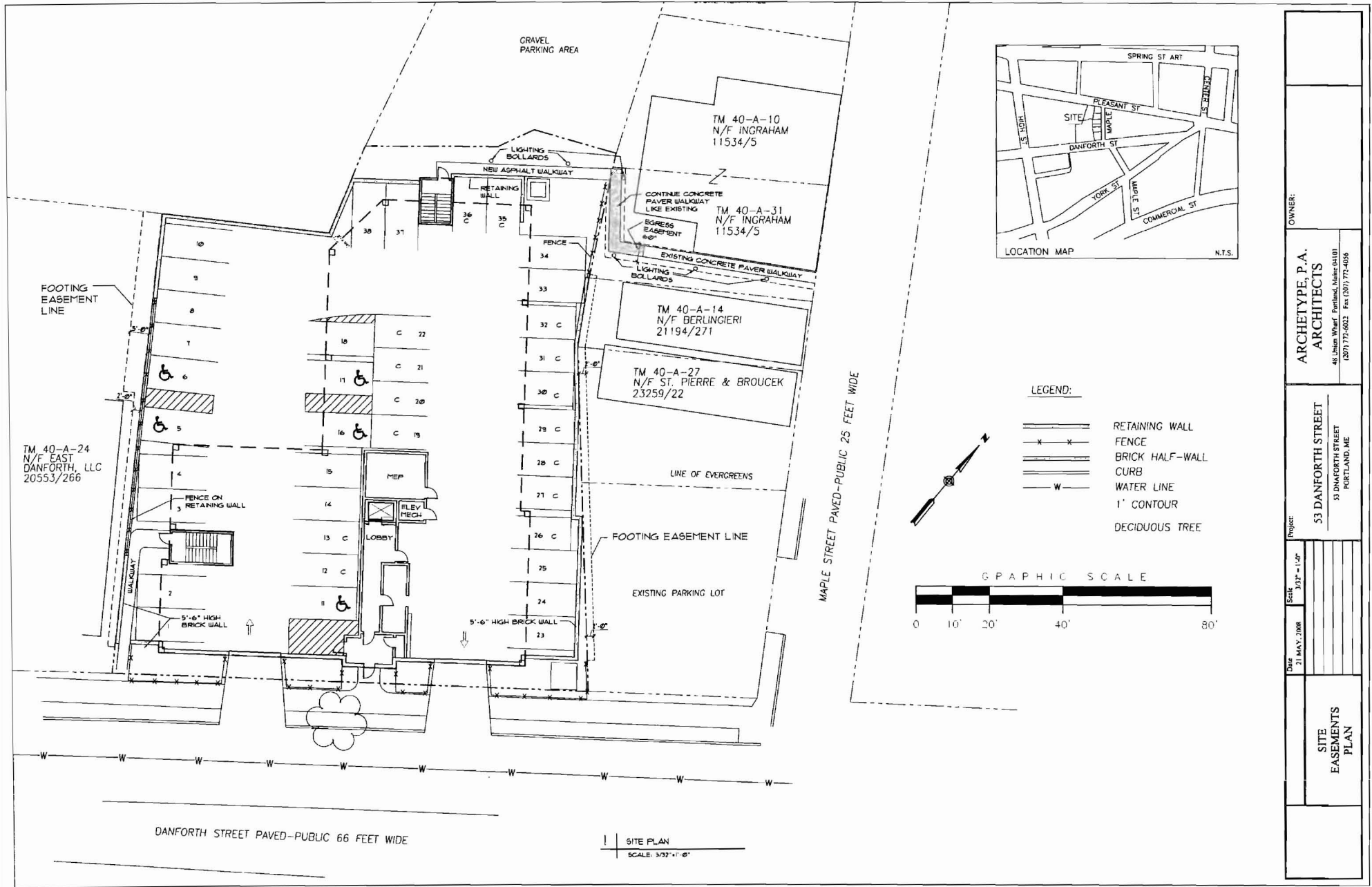
\_\_\_\_\_, 2008

Personally appeared the above-named \_\_\_\_\_, the \_\_\_\_\_ of Maine State Housing Authority, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Maine State Housing Authority.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Print name



**Stephen W. Tibbetts, PE**  
*Consulting Professional Civil Engineer*

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15 Oak Ridge Road • Brunswick, Maine • 04011 • 207-725-2667 • stibbettspe@suscom-maine.net

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**Stormwater Analysis**  
**53 Danforth Street Apartments**  
**Portland, Maine**  
**June 2, 2008**

**EXISTING CONDITIONS:**

The existing site is located on the north side of Danforth Street, approximately 50 feet west of Maple Street and is 16,470 square feet in area. The site is currently used as an automobile repair shop with a gravel parking area alongside the building and to the rear. There is a small area of steep slopes with wooded vegetation at the rear of the site that rises to the Holiday Inn paved parking area to the northwest and a gravel parking area to the north that is currently owned by J.B. Brown. The existing conditions are and presented in Figure 1 and shown on the submitted Survey Plan by Owen Haskell, Inc., Falmouth, Maine.

Runoff currently on to and through the site is broken up into two watersheds. The western portion of the site drains on to the gravel parking area to the west of the auto repair building where it runs out the entrance driveway to Danforth Street where it then drains to the east to the existing catch basin at the corner of Maple and Danforth Streets. This catch basin empties into the existing 15" combined sanitary/stormwater pipe, located in the center of Danforth Street, that flows to the east.

The upper gravel parking area off-site drains towards the rear of the auto repair building where it ponds at a low spot created by a plugged catch basin at the rear of the building. This basin has a 6" pipe that heads in an unknown direction. The owner of the auto repair shop indicated that the basin is usually clogged and the runoff, after ponding, flows alongside the east wall of the building, then across the gravel parking lot at the corner of Maple and Danforth Streets where it empties on to Danforth Street, eventually reaching the same catch basin as the rest of the site.

**FUTURE CONDITIONS:**

The site development, as proposed by The Szanton Company, is shown on the attached Site Plan, Sheet C1. It will consist of a 4-story building with 43 rental units. The first floor will consist of a parking garage, main entrance, stairwells and elevator. The building footprint is 8863 square feet.



Sheet C1 shows the developed site conditions. Roof runoff will be carried through a gutter and downspout system that will empty into the catch basins proposed for the project. The runoff from the rear, regraded slopes will be directed to two field drains (F1,F2) that will empty into the catch basin system. The off-site drainage area from the upper, gravel parking area and part of the rear of two of the houses fronting Maple Street, will drain to a catch basin (CB4) at the rear of the new building, located north of the exit walkway. This catch basin will drain to the interior catch basin system.

Regrading along the western property line will direct the small runoff off-site along the edge of the building and out on to Danforth Street. The small area of the watershed along the back of the two Maple Street houses will continue to flow along the eastern side of the new building on to the gravel parking lot.

All of the captured runoff will be directed to an ADS Storm Water Quality Unit before entering the City system. This unit will treat the first flush of runoff as well as that from up to a 2 year storm event (3"). The ADS Storm Water Quality Unit (SWQU) is designed to remove pollutants from storm water. ADS has modified its standard N-12 pipe to include weir plates at certain locations and heights to help facilitate sediment and oil removal from storm water. A bypass pipe is included in the storm water quality unit, so the system can focus on treating the "first flush". After the "first flush" has entered the system, the bypass pipe directs high volumes of storm water around the system.

This system will treat both the runoff generated from the project's impervious surfaces as well as contaminated runoff from the gravel parking off-site. Since the overall land use will change little from existing conditions, no stormwater detention is proposed.

The developed site was modelled using Hydrocad 8. The results of these calculations for the 2 year storm event are attached in Appendix B, along with the peak flows leaving the site for the First Flush-1", 25 and 100 year storm events. The model calculations show that during the 100 year storm, the catch basins do not overtop and flood the parking area.

Installation and maintenance guidelines for the ADS unit are included in Appendix A.

# INSTALLATION GUIDE

Water Quality Unit

IG 2.01  
June 2008

ADS polyethylene products and a well-constructed backfill envelope work together to support soil and live loads. Although backfill has special significance in applications involving high loads, it is important to take reasonable precautions during any pipe installation. Correct installation will ensure long-term trouble-free service for all types of pipe systems.

The recommendations presented here detail how to correctly install Water Quality Units. Installation with proper backfill materials, compaction levels, and placement procedures are essential to achieve long term system performance. These recommendations assume the drainage designer used design criteria available from ASTM D2321 and ADS. The designer should discuss installations involving conditions not covered by that document (poor soils, high loads, or other factors that may affect the performance of the system) with ADS Regional Engineers or Application Engineering through the nearest manufacturing location.

## Backfill Material Selection

- Structural backfill material must be a Class I material described in Table 1.
- Native soil meeting class II, III, or IVA, as described in Table 1, are **NOT** acceptable initial backfill materials. However, they may be used as final backfill once the initial backfill is placed and compacted.
- Class I materials shall be compacted to a minimum Standard Proctor Density of 95%.
- In regions where Class I backfill material may not be readily obtainable, flowable fill may be a suitable alternative. Where flowable fill is used, precaution must be taken to prevent flotation during installation.

**Table 1**  
**Acceptable Backfill Material and Compaction Requirements**

Description	Soil Classification		Minimum	Maximum <sup>1</sup>
	ASTM D2321	ASTM D2457	Standard Density (%)	Layer Height (in.)
Flowable Fill	n/a	n/a	Dumped	**
Graded or crushed stone Crushed gravel	Class I	-	85%	12 (0.3m)
Well-graded sand, gravels, and gravel/sand mixtures; Poorly graded sand, gravels and gravel/sand mixtures; Fine or no fines	Class II	GW GP SW SP	<b>Material Not Recommended</b>	
Silty or clayey gravels, Gravels/sand/silt or gravels and/silt mixtures, silty or clayey sands, sand/clay or sand/silt mixtures	Class III	GM GC SM SC	<b>Material Not Recommended</b>	
Inorganic silts and low to medium plasticity clays; gravelly, sandy, or silty clays; some fine sands	Class IVA	ML CL	<b>Material Not Recommended</b>	

<sup>1</sup>Layer Heights should not exceed one-half the pipe diameter. Layer heights may also need to be reduced to accommodate compaction method.

\*\*Where flowable fill is used, precaution must be taken to prevent flotation.

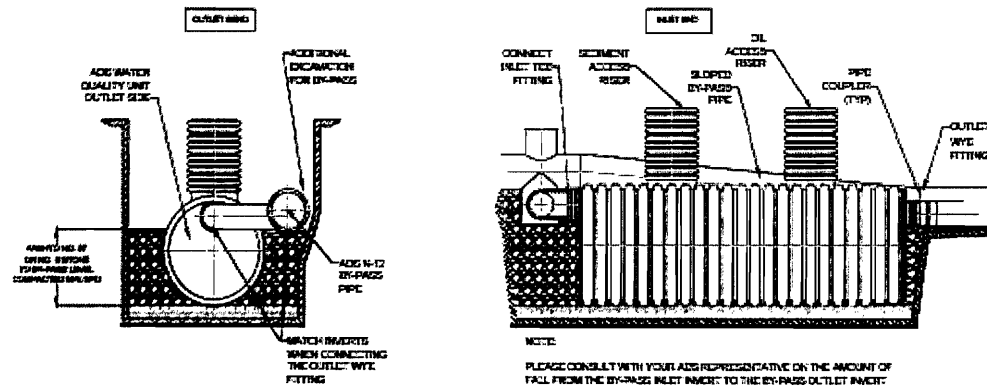
*NOTE: These recommendations are general in nature and are not meant to be specific. Consult a geotechnical engineer for project specific design and installation recommendations.*

## Connecting the Bypass

- Start on the downstream end by connecting the outlet fitting – be sure to match the inverts of the unit outlet and bypass pipe.
- The bypass pipe of the ADS WQU is designed to convey the peak storm water flow of the storm line. For example, at a 1% slope, peak flow rates for the bypass are as follows:

Diam. (in)	CFS	L/S	Diam. (in)	CFS	L/S
12	4	100	36	72	1900
15	7	180	42	110	2900
18	11	300	48	160	4200
24	24	660	60	360	7600
30	44	1200			

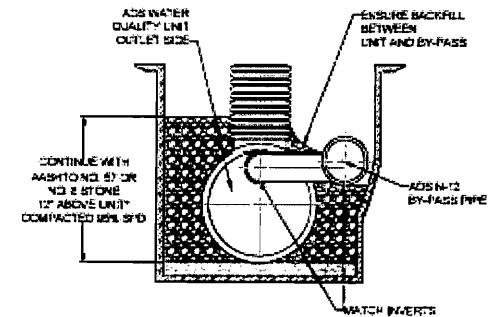
- Bypass fittings can be connected using the same couplers as the main storm sewer pipe. Couplers may be split couplers, gasketed split couplers, bell-bell couplers or welded couplers.



- Place and compact initial backfill in layers around pipe to at least 12" (0.3m) above the crown as shown.
- Avoid impacting pipe or separator unit with compaction equipment.

## Backfill Around the Unit and Bypass

- Continue backfill with AASHTO No. 57 or No. 3 stone to 12" above the Water Quality Unit (24" for 60" units).
- Place and compact initial backfill in layers around pipe to at least 12" (0.3m) above the crown as shown.
- Avoid impacting pipe or separator unit with compaction equipment.
- Final backfill and compaction should be appropriate for anticipated loading.
- Fill unit with water to the top of the sediment weir plate once backfill is placed and compacted 12" above the unit.



# INSTALLATION GUIDE

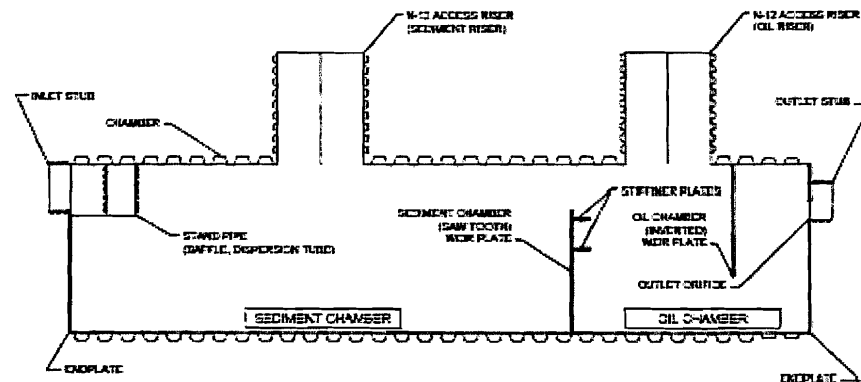
Water Quality Unit – Inspection & Maintenance

IG 2.02  
June 2008

## Description / Basic Function

The ADS Water Quality Unit harnesses the proven concepts utilized in municipal sewage treatment systems and transforms it into a compact Water Quality Unit.

The unit is ideal for storm water applications including gas stations and fast food restaurants, this system gives you a highly effective BMP solution to meet EPA requirements.



### Risers

The ADS Water Quality Unit consists of two risers. A 24" riser is centered over Sediment and Oil Chambers. These two risers provide access to the individual chambers of the Storm Water Quality Unit for maintenance and inspection. Entry into the WQU should be considered an OSHA confined space and appropriate guidelines should be followed.

## Maintenance Overview

The purpose of maintaining a clean and obstruction free Water Quality Unit is to ensure the system performs its intended function. A build up of debris in excess of the design storage volume could reduce the efficiency of the system.

A company specializing in such activities should perform inspection and maintenance of the Water Quality Unit.

### Inspection / Maintenance Frequency for the ADS Water Quality Unit

- > Inspected quarterly (4 times a year) and after major storm events.
- > Cleaned (pumped and pressure washed) a minimum of once a calendar year
- > Site or surrounding site conditions may require more inspections and maintenance

**APPENDIX B**  
**HYDROCAD CALCULATIONS**

**53 Danforth St-Post Development**

Type III 24-hr 2 year storm Rainfall=3.00"

Prepared by Stephen W. Tibbetts, P.E.

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6/2/2008

**Subcatchment 1S: Roof A**

Runoff = 0.23 cfs @ 12.00 hrs, Volume= 0.015 af, Depth&gt; 2.64"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

Area (sf)	CN	Description
2,946	98	Impervious - Roof
2,946		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, Roof to gutter

**Subcatchment 2S: Roof B**

Runoff = 0.29 cfs @ 12.00 hrs, Volume= 0.019 af, Depth&gt; 2.64"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

Area (sf)	CN	Description
3,800	98	Roof-Impervious
3,800		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, Roof tc to Roof storage

**Subcatchment 3S: Roof C**

Runoff = 0.20 cfs @ 12.00 hrs, Volume= 0.013 af, Depth&gt; 2.64"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

Area (sf)	CN	Description
2,562	98	Roof-Impervious
2,562		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, Roof tc to roof storage

**Subcatchment 4S: Off-Site Watershed**

Runoff = 0.35 cfs @ 12.01 hrs, Volume= 0.021 af, Depth&gt; 1.78"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

**53 Danforth St-Post Development**

Type III 24-hr 2 year storm Rainfall=3.00"

Prepared by Stephen W. Tibbetts, P.E.

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.9	10	0.6300	0.19		<b>Sheet Flow, a-b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"
0.0	14	0.7500	12.99		<b>Shallow Concentrated Flow, b-c</b>
					Grassed Waterway Kv= 15.0 fps
0.9	24	Total			

**Subcatchment 7S: Open Parking Area-A**

Runoff = 0.20 cfs @ 12.01 hrs, Volume= 0.014 af, Depth&gt; 2.64"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

Area (sf)	CN	Description
2,674	98	Paved parking & roofs
2,674		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.6	57	0.0370	1.52		<b>Sheet Flow, a-b</b>
					Smooth surfaces n= 0.011 P2= 3.00"

**Subcatchment 8S: DA to FI-3**

Runoff = 0.01 cfs @ 12.01 hrs, Volume= 0.001 af, Depth&gt; 2.64"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

Area (sf)	CN	Description
190	98	Paved parking & roofs
190		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	57	0.0750	2.02		<b>Sheet Flow, a-b</b>
					Smooth surfaces n= 0.011 P2= 3.00"

**Subcatchment 9S: Open Parking Area-B**

Runoff = 0.07 cfs @ 12.01 hrs, Volume= 0.004 af, Depth&gt; 2.64"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 year storm Rainfall=3.00"

Area (sf)	CN	Description
874	98	Paved parking & roofs
874		Impervious Area

**53 Danforth St-Post Development**

Type III 24-hr 2 year storm Rainfall=3.00"

Prepared by Stephen W. Tibbetts, P.E.

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6/2/2008

Routing by Stor-Ind+Trans method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Max. Velocity= 2.55 fps, Min. Travel Time= 0.2 min  
Avg. Velocity = 0.83 fps, Avg. Travel Time= 0.6 min

Peak Storage= 2 cf @ 12.01 hrs, Average Depth at Peak Storage= 0.05'  
Bank-Full Depth= 0.25', Capacity at Bank-Full= 6.07 cfs

5.00' x 0.25' deep Parabolic Channel, n= 0.013 Asphalt, smooth  
Length= 28.0' Slope= 0.0446 '/'  
Inlet Invert= 45.00', Outlet Invert= 43.75'

**Reach 9R: DA9 to CB-3**

Inflow Area = 0.020 ac, Inflow Depth > 2.64" for 2 year storm event  
Inflow = 0.07 cfs @ 12.01 hrs, Volume= 0.004 af  
Outflow = 0.06 cfs @ 12.01 hrs, Volume= 0.004 af, Atten= 2%, Lag= 0.3 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Max. Velocity= 2.19 fps, Min. Travel Time= 0.2 min  
Avg. Velocity = 0.71 fps, Avg. Travel Time= 0.5 min

Peak Storage= 1 cf @ 12.01 hrs, Average Depth at Peak Storage= 0.03'  
Bank-Full Depth= 0.16', Capacity at Bank-Full= 3.04 cfs

4.00' x 0.16' deep Parabolic Channel, n= 0.013 Asphalt, smooth  
Length= 23.0' Slope= 0.0774 '/'  
Inlet Invert= 45.20', Outlet Invert= 43.42'

**Reach 10R: DA10 to CB-2**

Inflow Area = 0.037 ac, Inflow Depth > 1.95" for 2 year storm event  
Inflow = 0.09 cfs @ 12.05 hrs, Volume= 0.006 af  
Outflow = 0.09 cfs @ 12.06 hrs, Volume= 0.006 af, Atten= 2%, Lag= 0.3 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
Max. Velocity= 2.03 fps, Min. Travel Time= 0.2 min  
Avg. Velocity = 0.69 fps, Avg. Travel Time= 0.7 min



**53 Danforth St-Post Development**

Type III 24-hr 2 year storm Rainfall=3.00"

Prepared by Stephen W. Tibbetts, P.E.

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6/2/2008

Volume	Invert	Avail.Storage	Storage Description
#1	41.80'	11 cf	<b>0.50'D x 56.14'H Vertical Cone/Cylinder</b>
#2	97.94'	383 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
		394 cf	Total Available Storage

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
97.94	0	0	0
98.20	2,946	383	383

Device	Routing	Invert	Outlet Devices
#1	Primary	41.80'	<b>6.0" x 35.0' long Culvert</b> RCP, rounded edge headwall, Ke=0.100 Outlet Invert= 41.60' S= 0.0057 '/ Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary OutFlow** Max=0.14 cfs @ 12.00 hrs HW=42.05' (Free Discharge)↑**1=Culvert** (Barrel Controls 0.14 cfs @ 2.13 fps)**Pond 2P: Roof B Storage**

Inflow Area = 0.087 ac, Inflow Depth > 2.64" for 2 year storm event  
 Inflow = 0.29 cfs @ 12.00 hrs, Volume= 0.019 af  
 Outflow = 0.28 cfs @ 12.01 hrs, Volume= 0.019 af, Atten= 2%, Lag= 0.4 min  
 Primary = 0.28 cfs @ 12.01 hrs, Volume= 0.019 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 42.47' @ 12.01 hrs Surf.Area= 28 sf Storage= 8 cf

Plug-Flow detention time= 0.4 min calculated for 0.019 af (100% of inflow)  
 Center-of-Mass det. time= 0.4 min ( 725.6 - 725.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	42.20'	1,576 cf	<b>6.00'D x 55.74'H Vertical Cone/Cylinder</b>
#2	97.94'	494 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
		2,070 cf	Total Available Storage

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
97.94	0	0	0
98.20	3,800	494	494

Device	Routing	Invert	Outlet Devices
#1	Primary	42.20'	<b>6.0" x 18.0' long Roof Drain to CB2</b> RCP, rounded edge headwall, Ke= 0.100 Outlet Invert= 42.00' S= 0.0111 '/ Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary OutFlow** Max=0.19 cfs @ 12.01 hrs HW=42.46' (Free Discharge)↑**1=Roof Drain to CB2** (Barrel Controls 0.19 cfs @ 2.67 fps)

**53 Danforth St-Post Development**

Type III 24-hr 2 year storm Rainfall=3.00"

Prepared by Stephen W. Tibbetts, P.E.

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**Pond 6P: Field Inlet 2**

Inflow Area = 0.009 ac, Inflow Depth > 1.15" for 2 year storm event  
 Inflow = 0.01 cfs @ 12.02 hrs, Volume= 0.001 af  
 Outflow = 0.01 cfs @ 12.02 hrs, Volume= 0.001 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.01 cfs @ 12.02 hrs, Volume= 0.001 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 42.28' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	42.20'	<b>6.0" x 36.0' long Culvert</b> RCP, rounded edge headwall, Ke= 0.100 Outlet Invert= 42.00' S= 0.0056 '/' Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary Outflow** Max=0.01 cfs @ 12.02 hrs HW=42.28' (Free Discharge)  
 ↳ **1=Culvert** (Barrel Controls 0.01 cfs @ 1.08 fps)

**Pond 8P: Field Inlet 3**

Inflow Area = 0.004 ac, Inflow Depth > 2.64" for 2 year storm event  
 Inflow = 0.01 cfs @ 12.01 hrs, Volume= 0.001 af  
 Outflow = 0.01 cfs @ 12.01 hrs, Volume= 0.001 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.01 cfs @ 12.01 hrs, Volume= 0.001 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 41.88' @ 12.01 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	41.80'	<b>6.0" x 33.0' long Culvert</b> RCP, rounded edge headwall, Ke= 0.100 Outlet Invert= 41.60' S= 0.0061 '/' Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary Outflow** Max=0.01 cfs @ 12.01 hrs HW=41.88' (Free Discharge)  
 ↳ **1=Culvert** (Barrel Controls 0.01 cfs @ 1.13 fps)

**Pond 13P: Outlet To SS Connection**

Inflow Area = 0.539 ac, Inflow Depth > 2.24" for 2 year storm event  
 Inflow = 1.52 cfs @ 12.01 hrs, Volume= 0.101 af  
 Outflow = 1.52 cfs @ 12.01 hrs, Volume= 0.101 af, Atten= 0%, Lag= 0.0 min  
 Primary = 1.52 cfs @ 12.01 hrs, Volume= 0.101 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 38.99' @ 12.01 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	38.33'	<b>12.0" x 43.0' long Culvert</b> CMP, end-section conforming to fill, Ke= 0.500 Outlet Invert= 33.35' S= 0.1158 '/' Cc= 0.900 n= 0.011 PVC, smooth interior

**53 Danforth St-Post Development**

Type III 24-hr 2 year storm Rainfall=3.00"

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**Pond CB3: Catch Basin 3**

Inflow Area = 0.539 ac, Inflow Depth > 2.24" for 2 year storm event  
 Inflow = 1.52 cfs @ 12.01 hrs, Volume= 0.101 af  
 Outflow = 1.52 cfs @ 12.01 hrs, Volume= 0.101 af, Atten= 0%, Lag= 0.1 min  
 Primary = 1.52 cfs @ 12.01 hrs, Volume= 0.101 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 39.36' @ 12.01 hrs Surf.Area= 7 sf Storage= 6 cf

Plug-Flow detention time= 0.2 min calculated for 0.101 af (100% of inflow)  
 Center-of-Mass det. time= 0.1 min ( 743.3 - 743.1 )

Volume	Invert	Avail.Storage	Storage Description
#1	38.50'	35 cf	<b>3.00'D x 4.92'H Vertical Cone/Cylinder</b>

Device	Routing	Invert	Outlet Devices
#1	Primary	38.50'	<b>10.0" x 32.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 38.33' S= 0.0053 '/' Cc= 0.900 n= 0.011 PVC, smooth interior
#2	Primary	39.50'	<b>12.0" x 26.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 38.33' S= 0.0450 '/' Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary Outflow** Max=1.47 cfs @ 12.01 hrs HW=39.34' (Free Discharge)

1=Culvert (Barrel Controls 1.47 cfs @ 3.32 fps)

2=Culvert ( Controls 0.00 cfs)

**Pond CB4: Catch Basin 4**

Inflow Area = 0.142 ac, Inflow Depth > 1.78" for 2 year storm event  
 Inflow = 0.35 cfs @ 12.01 hrs, Volume= 0.021 af  
 Outflow = 0.35 cfs @ 12.01 hrs, Volume= 0.021 af, Atten= 0%, Lag= 0.1 min  
 Primary = 0.35 cfs @ 12.01 hrs, Volume= 0.021 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 43.48' @ 12.01 hrs Surf.Area= 12 sf Storage= 3 cf

Plug-Flow detention time= 0.4 min calculated for 0.021 af (100% of inflow)  
 Center-of-Mass det. time= 0.3 min ( 776.4 - 776.1 )

Volume	Invert	Avail.Storage	Storage Description
#1	43.23'	256 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
43.23	12	0	0
47.25	12	48	48
48.00	60	27	75
49.00	192	126	201
49.25	250	55	256

Device	Routing	Invert	Outlet Devices
#1	Primary	43.23'	<b>12.0" x 49.0' long Culvert</b> RCP, rounded edge headwall, Ke= 0.100

**53 Danforth St-Post Development**

Type III 24-hr 10 Year Storm Rainfall=4.70"

Prepared by Stephen W. Tibbetts, P.E.

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**Pond CB3: Catch Basin 3**

Inflow Area = 0.539 ac, Inflow Depth > 3.80" for 10 Year Storm event  
 Inflow = 2.54 cfs @ 12.01 hrs, Volume= 0.171 af  
 Outflow = 2.54 cfs @ 12.01 hrs, Volume= 0.171 af, Atten= 0%, Lag= 0.0 min  
 Primary = 2.54 cfs @ 12.01 hrs, Volume= 0.171 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 39.79' @ 12.01 hrs Surf.Area= 7 sf Storage= 9 cf

Plug-Flow detention time= 0.2 min calculated for 0.170 af (100% of inflow)  
 Center-of-Mass det. time= 0.1 min ( 734.2 - 734.1 )

Volume	Invert	Avail.Storage	Storage Description
#1	38.50'	35 cf	<b>3.00'D x 4.92'H Vertical Cone/Cylinder</b>

Device	Routing	Invert	Outlet Devices
#1	Primary	38.50'	<b>10.0" x 32.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 38.33' S= 0.0053 '/' Cc= 0.900 n= 0.011 PVC, smooth interior
#2	Primary	39.50'	<b>12.0" x 26.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 38.33' S= 0.0450 '/' Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary OutFlow** Max=2.44 cfs @ 12.01 hrs HW=39.76' (Free Discharge)

1=Culvert (Barrel Controls 2.17 cfs @ 3.97 fps)

2=Culvert (Inlet Controls 0.27 cfs @ 1.72 fps)

**53 Danforth St-Post Development**

Type III 24-hr 100 Year Storm Rainfall=6.70"

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**Pond CB3: Catch Basin 3**

Inflow Area = 0.539 ac, Inflow Depth > 5.67" for 100 Year Storm event  
 Inflow = 3.73 cfs @ 12.01 hrs, Volume= 0.255 af  
 Outflow = 3.74 cfs @ 12.01 hrs, Volume= 0.255 af, Atten= 0%, Lag= 0.0 min  
 Primary = 3.74 cfs @ 12.01 hrs, Volume= 0.255 af

Routing by Stor-Ind method, Time Span= 0.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 40.05' @ 12.01 hrs Surf.Area= 7 sf Storage= 11 cf

Plug-Flow detention time= 0.1 min calculated for 0.254 af (100% of inflow)  
 Center-of-Mass det. time= 0.1 min ( 727.6 - 727.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	38.50'	35 cf	<b>3.00'D x 4.92'H Vertical Cone/Cylinder</b>

Device	Routing	Invert	Outlet Devices
#1	Primary	38.50'	<b>10.0" x 32.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 38.33' S= 0.0053 '/' Cc= 0.900 n= 0.011 PVC, smooth interior
#2	Primary	39.50'	<b>12.0" x 26.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 38.33' S= 0.0450 '/' Cc= 0.900 n= 0.011 PVC, smooth interior

**Primary Outflow** Max=3.60 cfs @ 12.01 hrs HW=40.02' (Free Discharge)

1=Culvert (Barrel Controls 2.60 cfs @ 4.77 fps)

2=Culvert (Inlet Controls 1.00 cfs @ 2.45 fps)

June 2, 2008

**53 Danforth Street Housing**  
Portland, Maine

Electrical Site Utilities

The project requires a new electrical three-phase service to be obtained from the *Central Maine Power Company (CMP)*. Three-phase primary electrical lines exist along Danforth Street. It is proposed that an underground extension of the existing *CMP* primary overhead utility line be provided to cross from the south side of Danforth Street to a new *CMP* pad mounted service transformer to be installed at the street at the southeast corner of the project site. An underground secondary electrical service would then be extended from the new pad mounted service transformer to a modular meter bank to be installed on the inside of the proposed building.

It is proposed that new telephone and cable television services also be provided for the project. These utility services would be obtained from *FairPoint* and *Time-Warner*, respectively. The service lines would be extended underground across Danforth Street into the new building.

The proposed utilities are shown on electrical site plan E1.01, dated May 8, 2008, revised June 2.

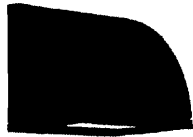
Exterior Site Lighting

Exterior lighting consists of low scale bollard lights at the rear of the property along the egress walk to Maple Street, as well as wall mounted area lights along the west wall adjacent to the rear parking lot, and decorative wall sconce lights at the front entrance. The Type S2 bollard lights are classified as having full cut-off optical distribution. They are 42 inches tall and they utilize a single 26 watt compact fluorescent lamp. The bollard lights will be controlled by a motion sensor installed at the rear exit door. Except when motion is detected, the walkway bollard lights will be off. The Type S3 decorative wall sconces at the front entrance have a copper front face shielding panel for brightness control. They each utilize a single 36-watt compact fluorescent lamp. The Type S4 wall mounted area lights have full cut-off distribution classification. Two of these luminaires are installed at a height of 20 feet to illuminate the west rear exterior parking area. An additional Type S4 luminaire is provided at a height of 10 feet above the west egress door. All Type S4 lights utilize single 42 watt compact fluorescent lamps.

In addition to the exterior luminaires, the project will also include lighting fixtures at the open parking level. Type G1 ceiling mounted luminaires are linear fluorescent fixtures with 32 watt fluorescent lamps (one per Type G1 luminaire). Provided on the side walls of the rear stair within the parking garage are Type S5 wall lights that include an acrylic front face diffuser. These luminaires each utilize two 26 watt compact fluorescent lamps.

Illuminance Calculations

Included in this submission is an illuminance calculation plan, sheet E0.01. Lighting calculations have been performed to indicate the intensity of maintained illuminance levels. The luminaires within the open parking level were entered into the calculation. The lighting at the exterior rear (west) parking area has been calculated to be approximately 1.34 footcandles (average). The maximum illuminance level at this area has been calculated to be 3.6 footcandles. The lighting at the exterior side (east) parking area has been calculated to be approximately 1.75 footcandles (average). The maximum illuminance level at this area has been calculated to be 1.4 footcandles.



**Dimensions:** Height = 11.8" Width = 11.8" Projection = 11.8"

Type: S4

Description: Exterior surface wall mounted luminaire with Type IV full cut-off distribution optics. Luminaire shall have tempered glass lens. Luminaire finish shall be black. Luminaire shall be UL listed for wet locations. Install luminaires at heights as indicated on plans.

Lamps: (1) CF42DT/E/IN/835

Manufacturers: *We-ef Lighting* # 622-7032

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**Dimensions:** Height = 13.13" Width = 8 1/4" Projection = 4"

Type: S5

Description: Surface wall mounted luminaire with white translucent acrylic diffuser and decorative metal trim bars. Luminaire finish shall be bronze color. Provide electronic ballast. Luminaire shall be UL listed for wet locations.

Lamps: (2) CF26DD/E/835

Manufacturers: *Eclipse Lighting* # ON-L-A-DTT-(2)26-120-EB

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# SL1

## Site Lightforms



**Head:** One-piece cast, low-copper (<0.6% Cu) aluminum, 3/16" wall thickness with external reveal unifying head and shaft. Attachment to shaft is by four bolts concealed within the head.

**Shaft:** One-piece extruded aluminum with internal tracks for attaching head and base.

**Base:** One-piece cast, low-copper (<0.6% Cu) aluminum secured to shaft by four concealed stainless steel bolts.

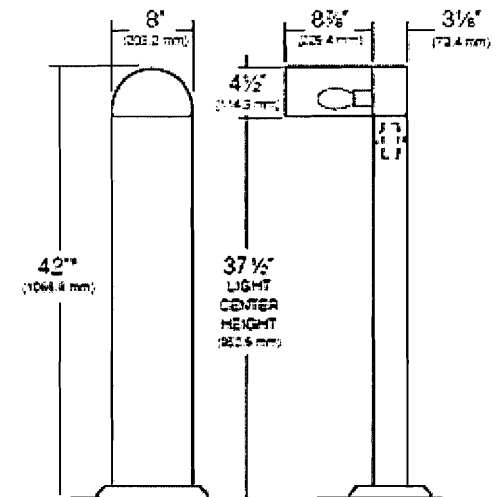
**Reflector and Socket:** Formed specular Alzak® reflector panels secured to a harness which holds a porcelain medium base 4KV socket (HID and Incandescent), GX24q - Universal Socket (42W Fluorescent), or two single-ended twin tube sockets (13W Fluorescent). No reflector provided for LED.

**Lens:** Clear flat 1/8" thick tempered glass retained by two stainless steel brackets, and four stainless steel, hex socket cap screws, fully gasketed.

**Ballast:** Factory mounted to rigid harness suspended from fixture head within the shaft. Wire leads supplied to base. **HID:** High power factor with starting temperatures of -20°F. for PMH and -40°F. for HPS lamp modes. **13W Fluorescent:** 120V 32°F. starting; 277V 0°F. starting. **26W, 32W, 42W Fluorescent:** High power factor with starting temperature of 0°F.

**Anchor Bolts:** Four 3/8" x 10"-2" zinc plated L-hooks complete with leveling nuts, washers, couplings, rigid pressed board template and black stainless steel bolts.

**Finish:** Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a titanated zirconium conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Stealth Gray®, Platinum Silver, or White. Custom colors are available.



Listings and Ratings			
UL cUL 1598	IP46 Rated	CE	25C Ambient
FCO = (Full) Cut Off			

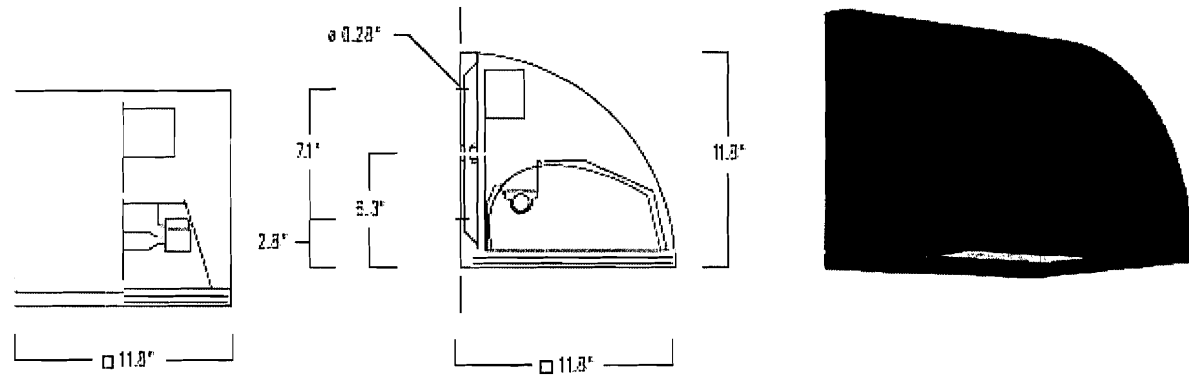
## LUMINAIRE TYPE S2

Danforth Street Housing



**we-ef****ARCHITECTURAL LIGHTING  
WALL LUMINAIRES/ SURFACE MOUNTED**

Surface mounted wallwasher.  
Type IV forward throw distribution



Surface mounted wallwasher with Type IV forward throw distribution, using compact fluorescent source.

**Materials:** Luminaire body and lens frame constructed in marine grade die-cast aluminium alloy with 5CE powder coat finish. Tempered glass lens. Anodized aluminium reflector.

**PCS**



One piece, moulded, high-temperature silicone weatherproof gasket.

PCS coated stainless steel hardware.

**Mounting:**

Suitable for installation over a 4 " recessed junction box. Weight: 20.0 lbs.

Standard finish: Black RAL 9004, polyester powder coat with fine texture.

**Finish:**

Optional finishes: White RAL 9016, polyester powder coat with fine texture.

Grey Metallic RAL 9007, polyester powder coat with fine texture.

Consult factory for special RAL color options. **Specify finish.**

**Listing:**

UL , c UL suitable for ' Wet locations '.

International Standards: IP65. (dust-tight and jet-proof).

**Options:**

**697-8001** Fusing: (120V/ 277V)

**697-8005** Button type photo cell installed in side of luminaire housing.

**622-9330** Surface collar to match luminaire housing. Surface j-box and surface conduit by others.

**Mounting options:**



**Lamps:** (1) 42 watt compact fluorescent

**LUMINAIRE TYPE S4**

**Danforth Street Housing**

**Type: S2**  
**Job: 53 Danforth Street**  
**Catalog number:**

**Approvals:**

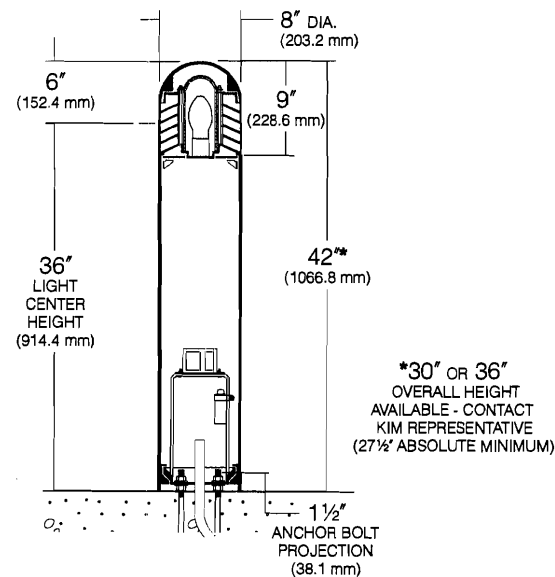
<b>VRB1</b>	<b>/ 42PL</b>	<b>/ LG-P</b>	<b>/ HS</b>
Fixture	Electrical Module	Luminaire Finish (includes top cap and shaft)	Option
See page 2			

**Date: 05-28-08**  
**Page: 1 of 2**

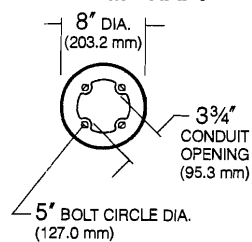
## Specifications

**VRB Models**  
70 to 100 watt  
Medium Base Lamps  
42 watt Compact Fluorescent

**VRB1 - Single Function Luminaire (Aluminum Shaft)**  
Maximum weight: 30 lb



### BASE PLAN VRB ALUMINUM SHAFT



**Domed Top Cap:** One-piece aluminum casting 3/16" minimum thickness, secured to louvers by concealed allen screws in keyhole slots. For relamping access, allen screws shall not require complete removal.

**Louvers:** One-piece aluminum casting with vertical support ribs at 90° intervals. Horizontal louver blades shall have a 1 3/4" depth, a 65° upward pitch and provide light source cutoff above horizontal. Louver casting shall be secured to shaft by four internal tie rods.

**Lamp Enclosure:** One-piece tempered molded glass with internal flutes and full gasketing at bottom edge.

**Socket:** Porcelain medium base socket rated 4KV for H.I.D. and incandescent. Plastic socket for Fluorescent.

**Fixture Head:** Allows flow-through ventilation around and above the lamp enclosure.

**Shaft:** One-piece extruded aluminum, .125" wall thickness with a heavy cast aluminum twist-lock anchor base concealed within the shaft. Concealed set screws shall lock shaft onto the cast anchor base.

**Ballast:** Factory mounted to rigid harness attached to the anchor base. Wiring shall be supplied from the socket for field connection to the prewired ballast components. **H.I.D.:** High power factor with starting temperatures of -20°F. for PMH and -40°F. for HPS lamp modes. **26W, 32W, 42W Fluorescent:** High power factor with starting temperature of 0°F.

**Anchor Bolts:** Four 3/8" x 10" + 2" zinc plated L-hooks, each with two nuts, washers and a rigid pressed board template.

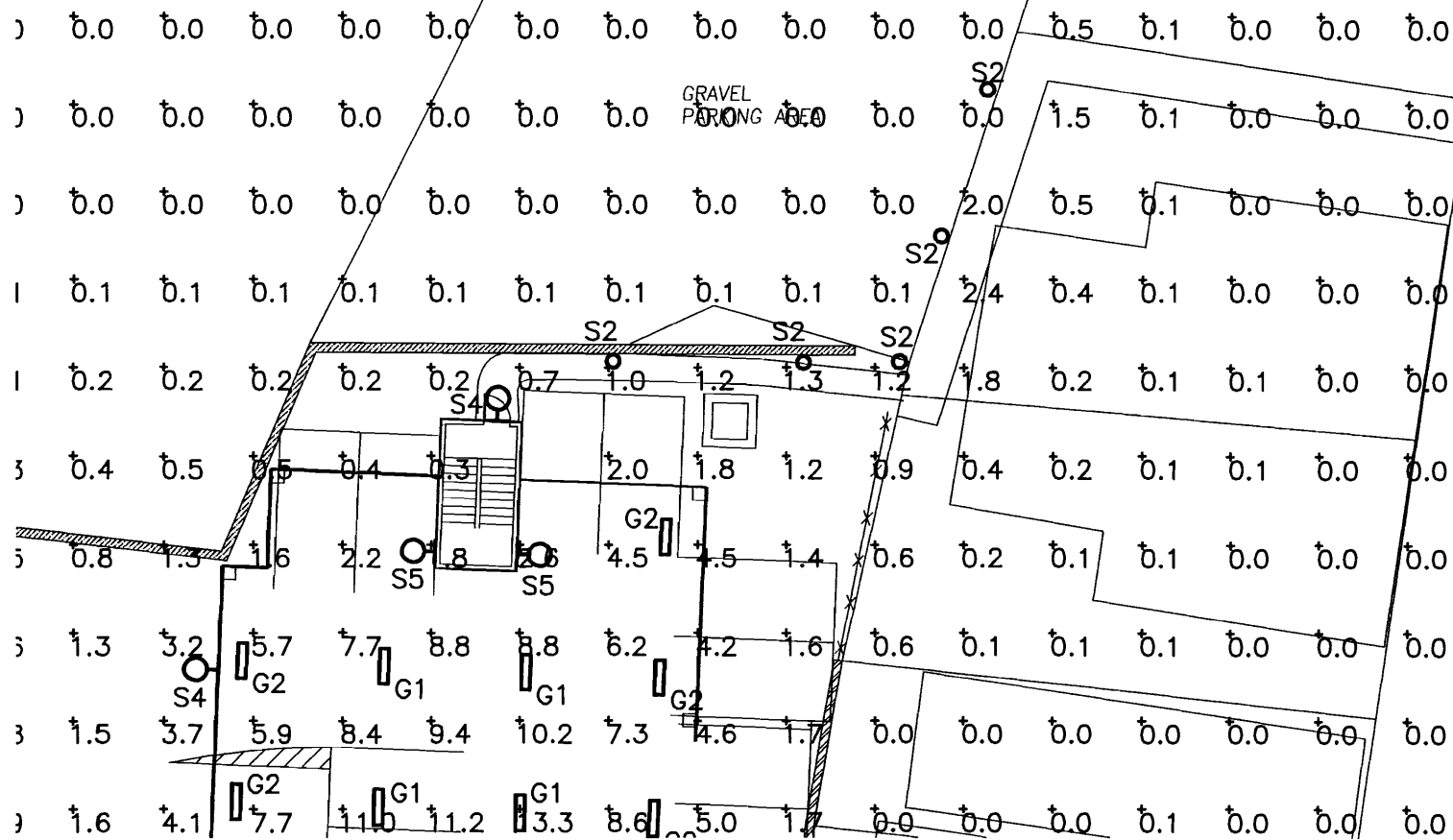
**Finish:** Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a Titanated Zirconium conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Platinum Silver, or White. Custom colors are available.

**CAUTION:** Fixtures must be grounded in accordance with national, state and/or local codes. Failure to do so may result in serious personal injury.

### Listings and Ratings

UL cUL 1598	-	25C Ambient
IP46 Rated	CE	ISO 9001:2000
CO = Cut Off <sup>1</sup>		

<sup>1</sup>Dark Sky Legislation Compliant



## Partial Revised Photometric Site Plan

**ARCHITECTS**  
**ARCHETYPE, P.A.**

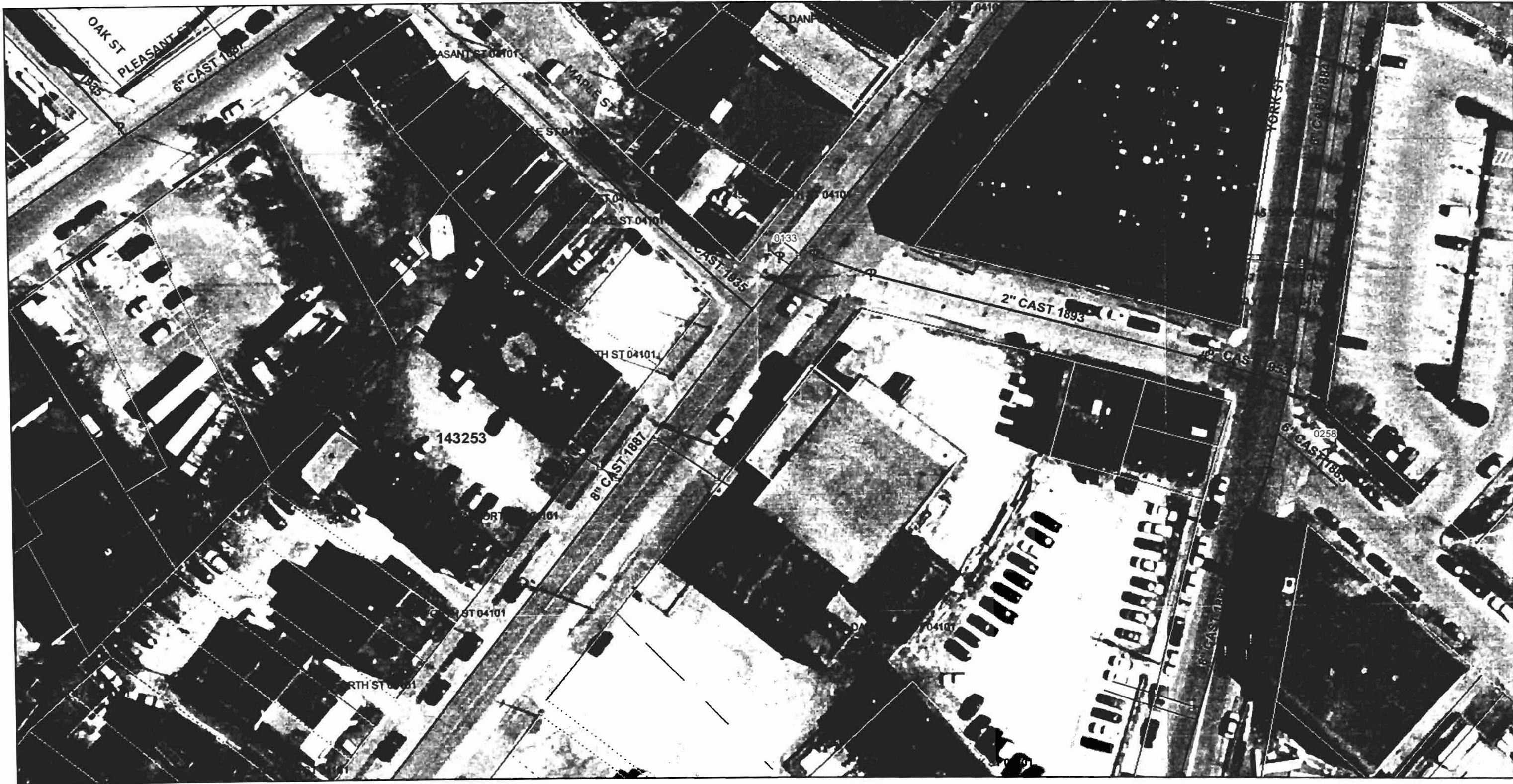
48 Union Wharf Portland, Maine 04101  
(207) 772-6022 Fax (207) 772-4056

**53 DANFORTH**  
**STREET**

Portland, ME

Date: 05-28-08  
Scale: 1" = 20'-0"

**SK-E0.01a**



0 25 50 100 150 200 Feet 1 inch equals 50 feet



**PORTLAND WATER DISTRICT**  
**225 Douglass Street**  
**Portland, ME 04104**

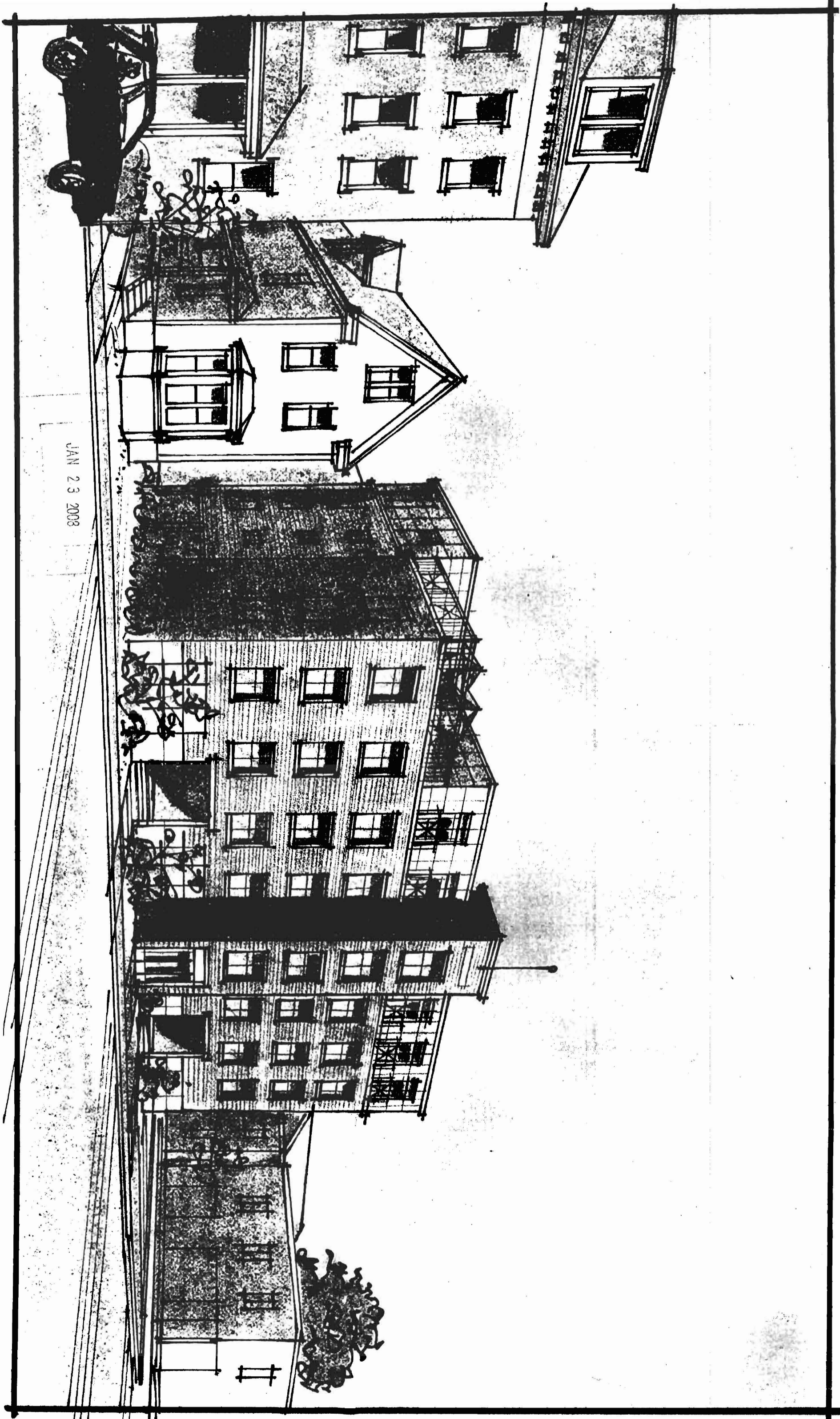
Legend			
S	Blow Off	+	Fire Service
R	By Pass	?	Hydrant Control
?	Distribution	+	Service
)	End of Main	?	Transmission
	Air Valve		Material Change
2	Sleeve	#	Reducer
	Date Change		Hydrants
.	Tee		

**53 Danforth Street**  
**Portland**



**Disclaimer:** This map is suitable for preliminary study and analysis pending review of additional information. The data shown are only as accurate as the original data sources from which they were developed.

Drawn By: R. Spugnardi	Prepared For: Sue McEwen
Scale: As Noted	Date: March 24, 2008



JAN 23 2008



53 Dantona

JAN 23

53 DANFORTH ST

1/14/08

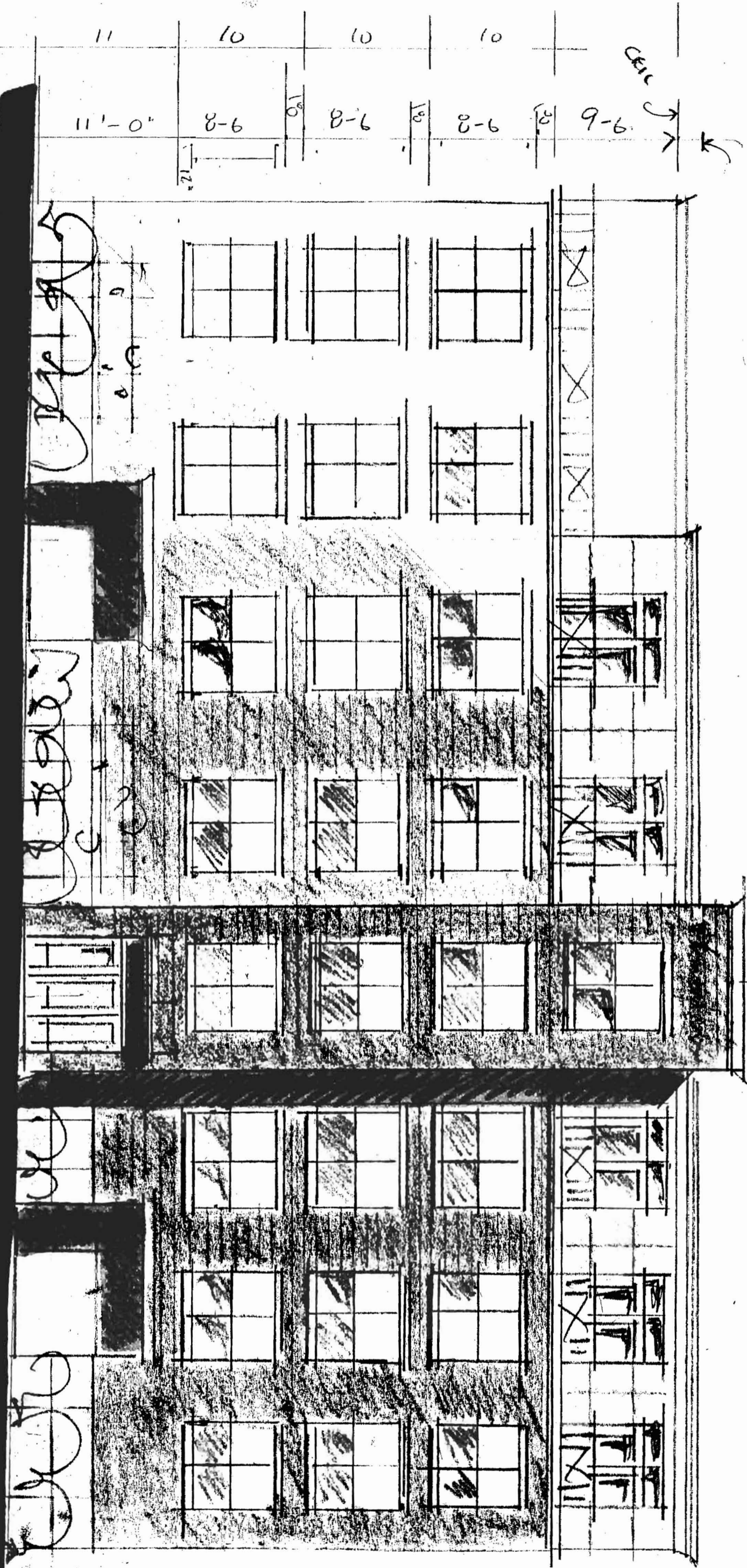
32 FORT ST ELKINGTON ST

unit

unit

unit

unit



42

FRONT BRICK 44'

BRICK 26'



WEST ELEVATION

1/14/58

48"

CHOP

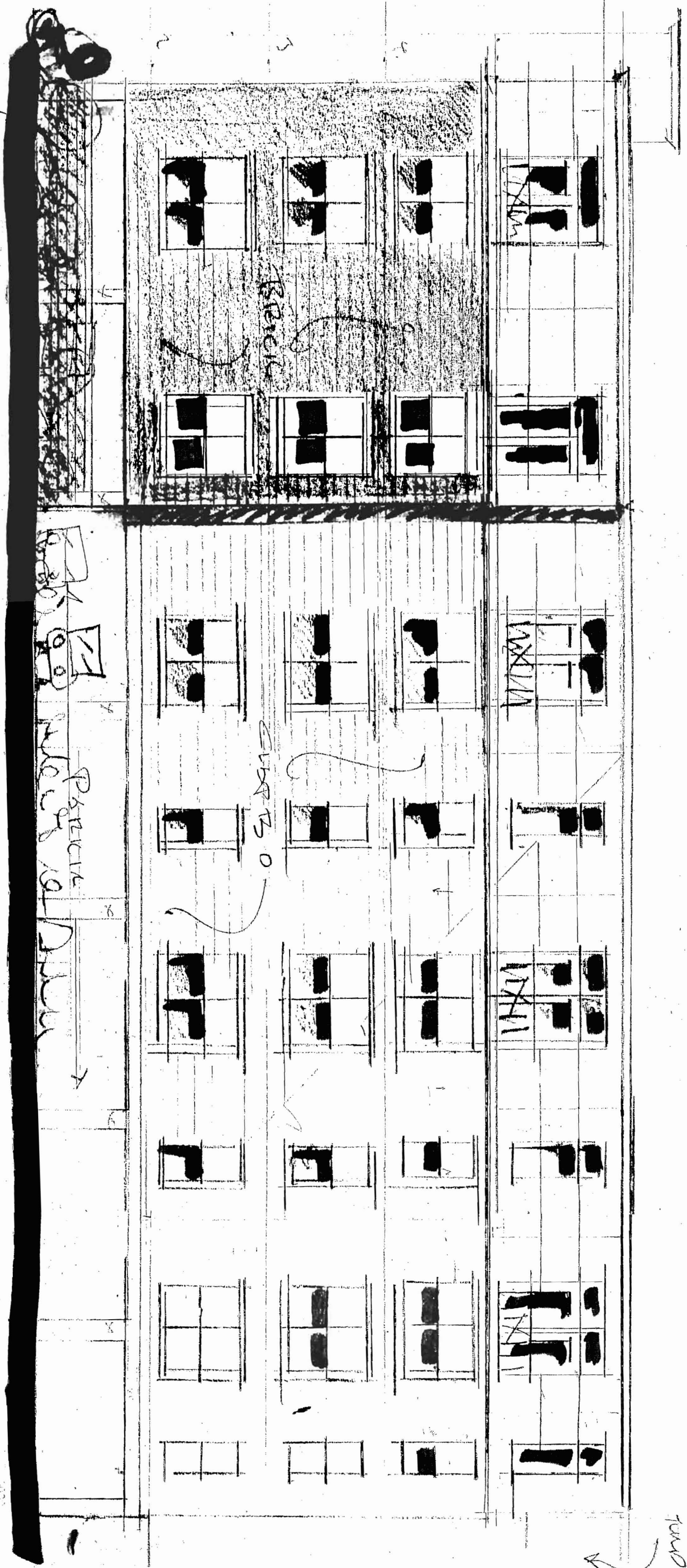
18"

BRICK

53 DANFORTH ST







OFFICE WORK ROOM AND OFFICE

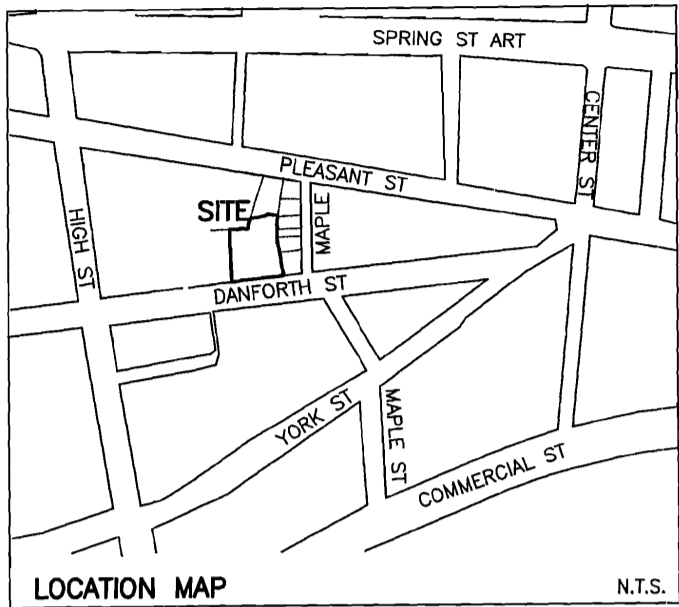
EBSS TELEVISION 1/14/08

PRACTICE ROOMS

STAIRS

53 DEWEON ST

North



TM 40-A-7  
N/F HARPER HOTELS, INC.

PLEASANT STREET PAVED-PUBLIC 60' FEET WIDE

TM 40-A-8  
OTHER LAND OF  
J.B. BROWN  
5430 SQ. FT.  
0.12 ACRES

TM 40-A-9  
N/F SCHWARTZ  
7514/29

TM 40-A-10  
N/F INGRAHAM  
11534/5

TM 40-A-31  
N/F INGRAHAM  
11534/5

TM 40-A-14  
N/F BERLINGIERI  
21194/271

TM 40-A-27  
N/F ST. PIERRE & BROUCEK  
23259/22

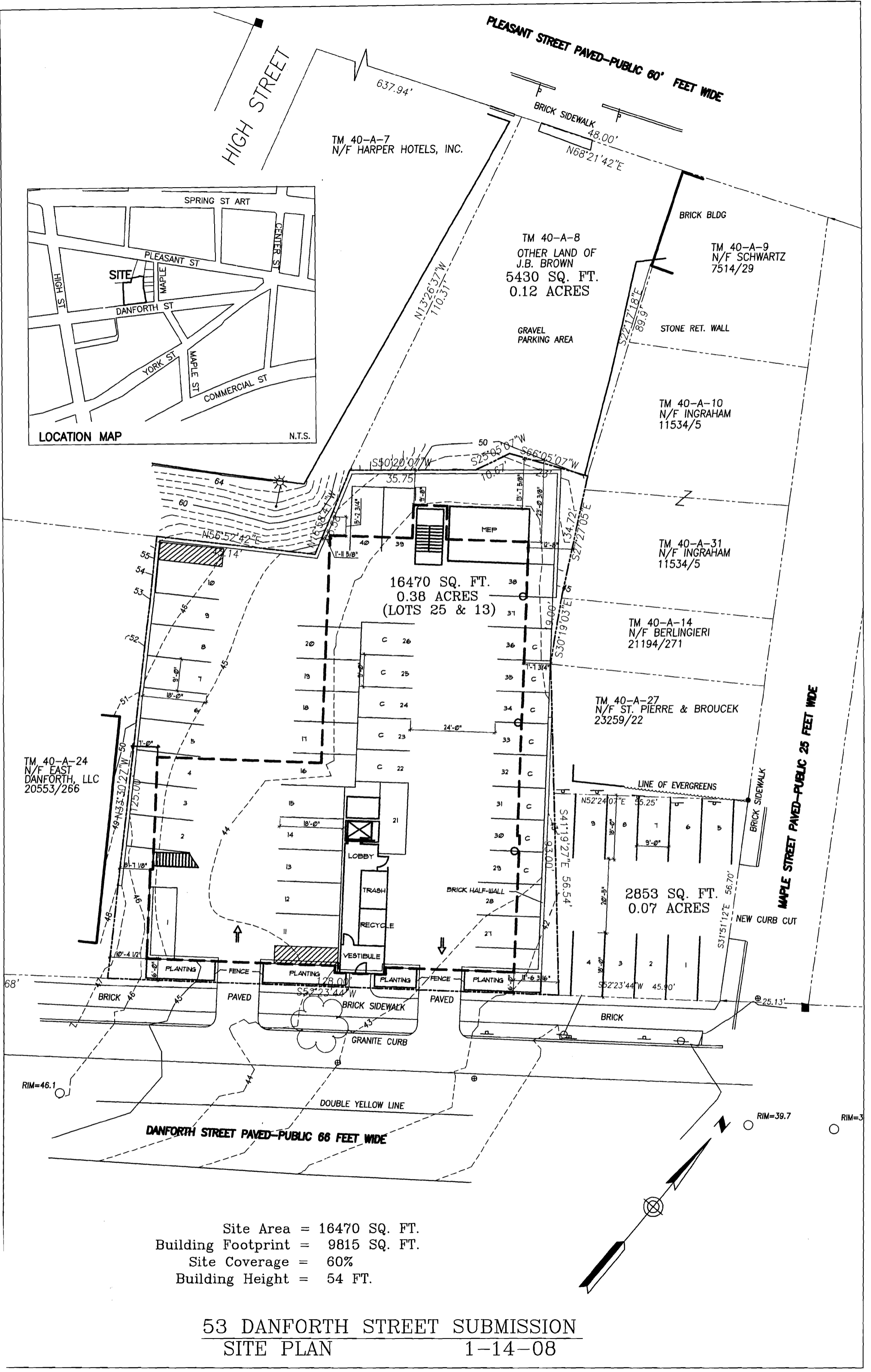
TM 40-A-24  
N/F EAST  
DANFORTH, LLC  
20553/266

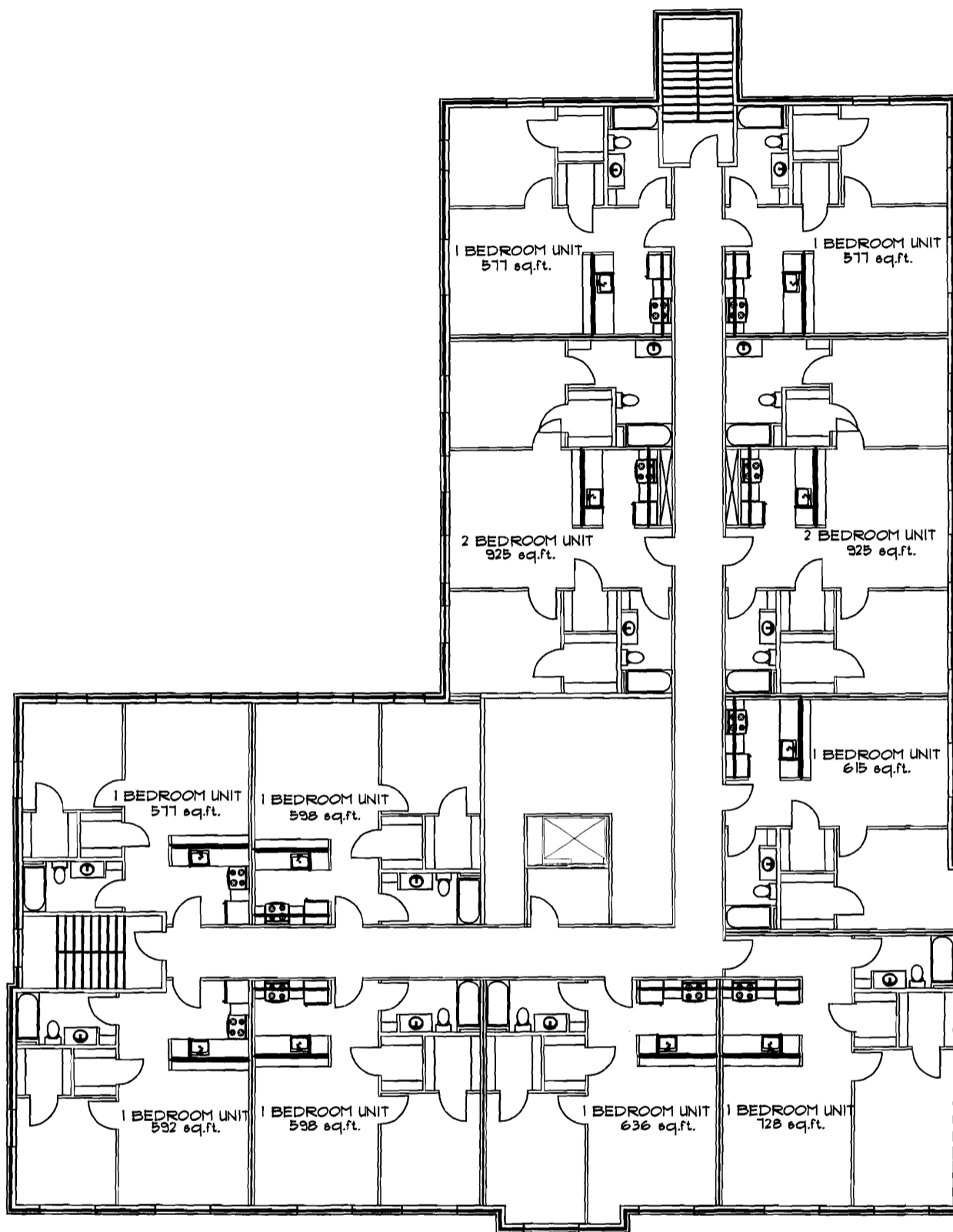
16470 SQ. FT.  
0.38 ACRES  
(LOTS 25 & 13)

2853 SQ. FT.  
0.07 ACRES

Site Area = 16470 SQ. FT.  
Building Footprint = 9815 SQ. FT.  
Site Coverage = 60%  
Building Height = 54 FT.

53 DANFORTH STREET SUBMISSION  
SITE PLAN 1-14-08



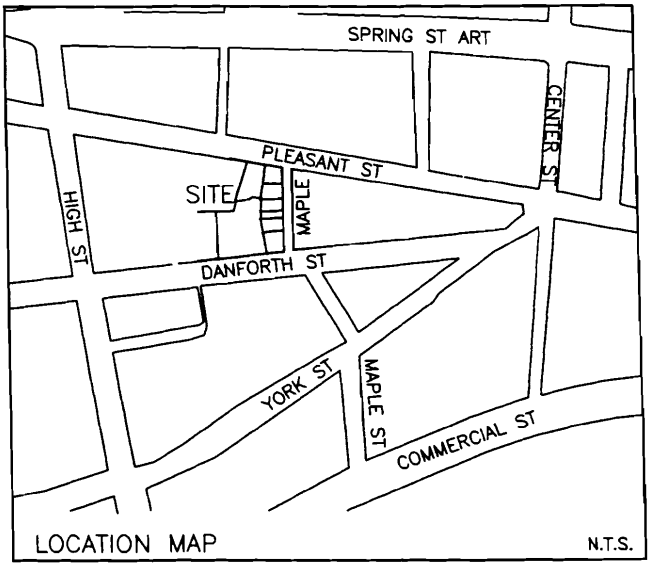
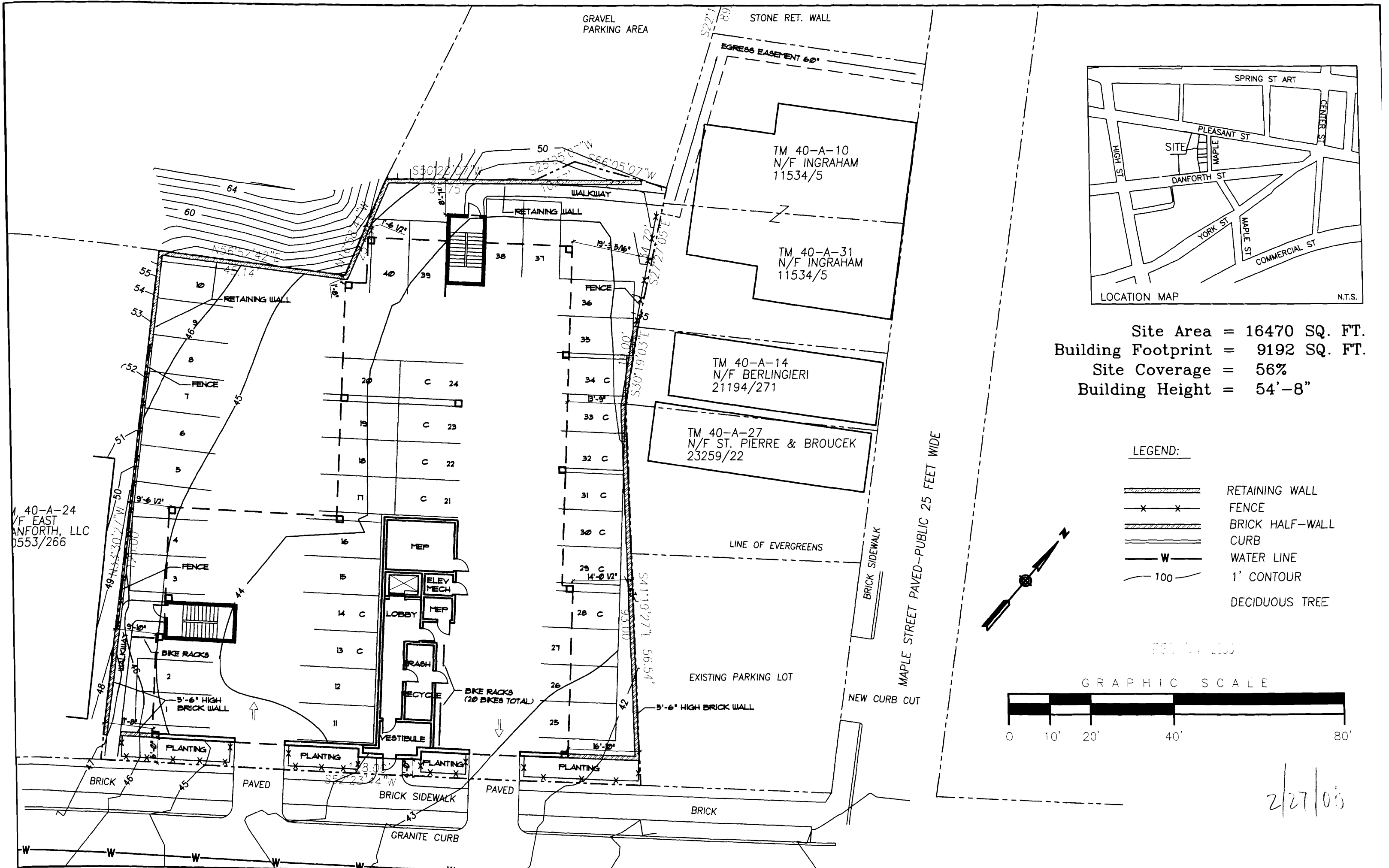


SCALE  $\frac{1}{16}$ " = 1'-0"

53 DANFORTH STREET SUBMISSION


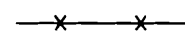

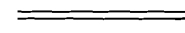

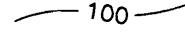

TYPICAL PLAN

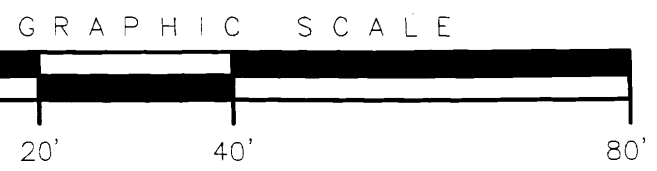
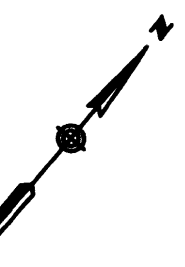
1-14-08



Site Area = 16470 SQ. FT.  
 Building Footprint = 9192 SQ. FT.  
 Site Coverage = 56%  
 Building Height = 54'-8"

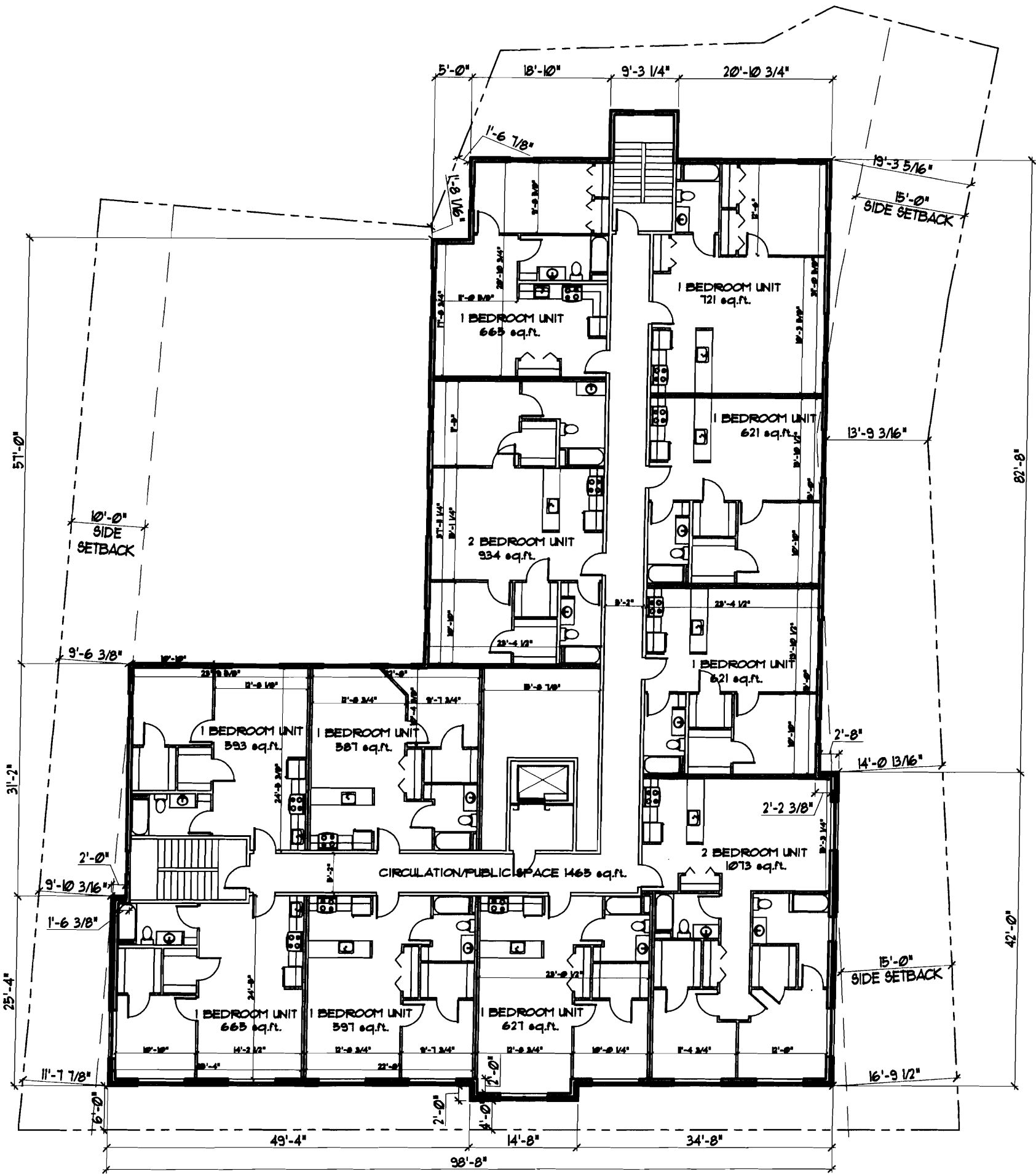
LEGEND:

-  RETAINING WALL
-  FENCE
-  BRICK HALF-WALL
-  CURB
-  WATER LINE
-  1' CONTOUR
-  DECIDUOUS TREE



2/27/00

40-A-24  
 N/F EAST  
 DANFORTH, LLC  
 0553/266



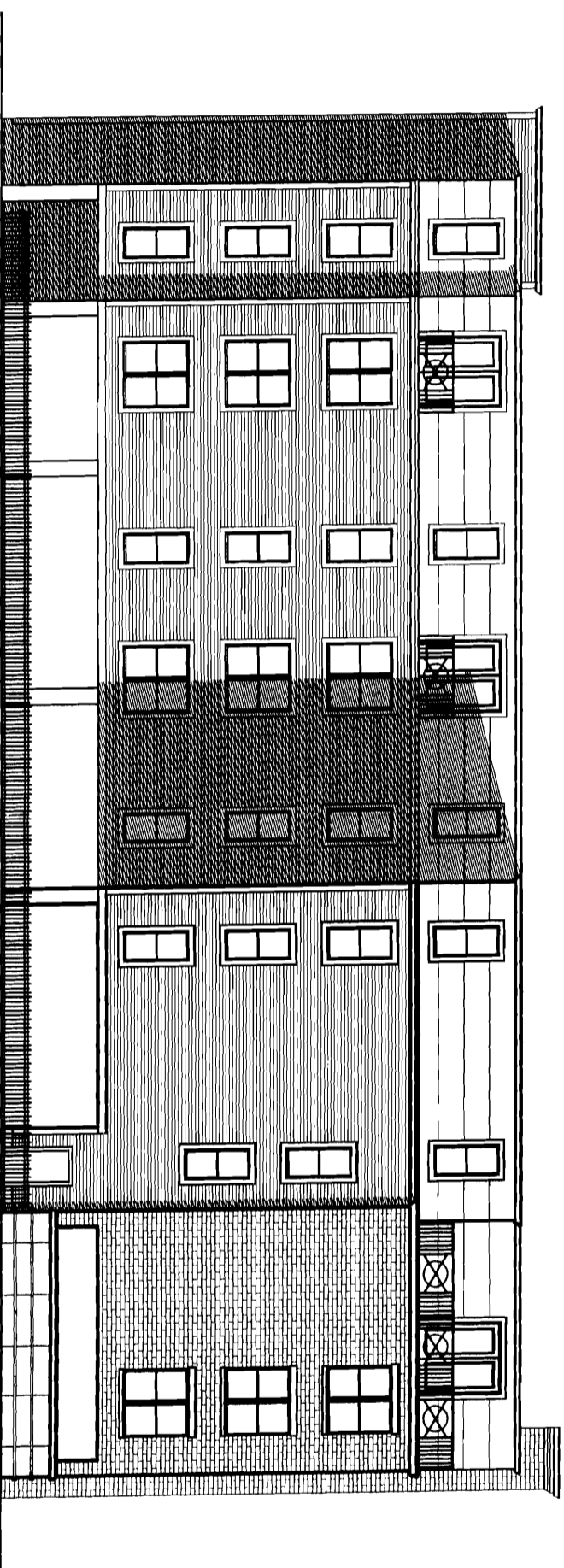
SCALE  $\frac{1}{16}'' = 1'-0''$

53 DANFORTH STREET  
TYPICAL PLAN 2-25-08

60/2/2/2



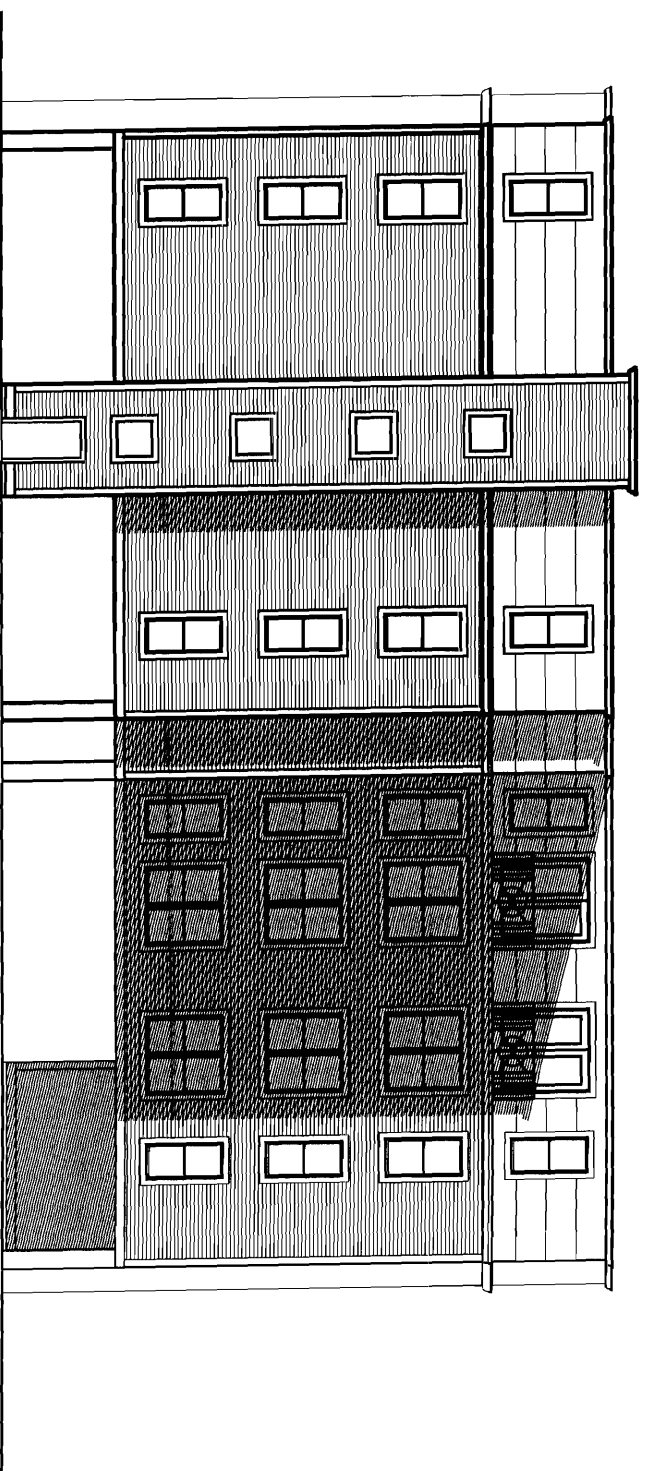
SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



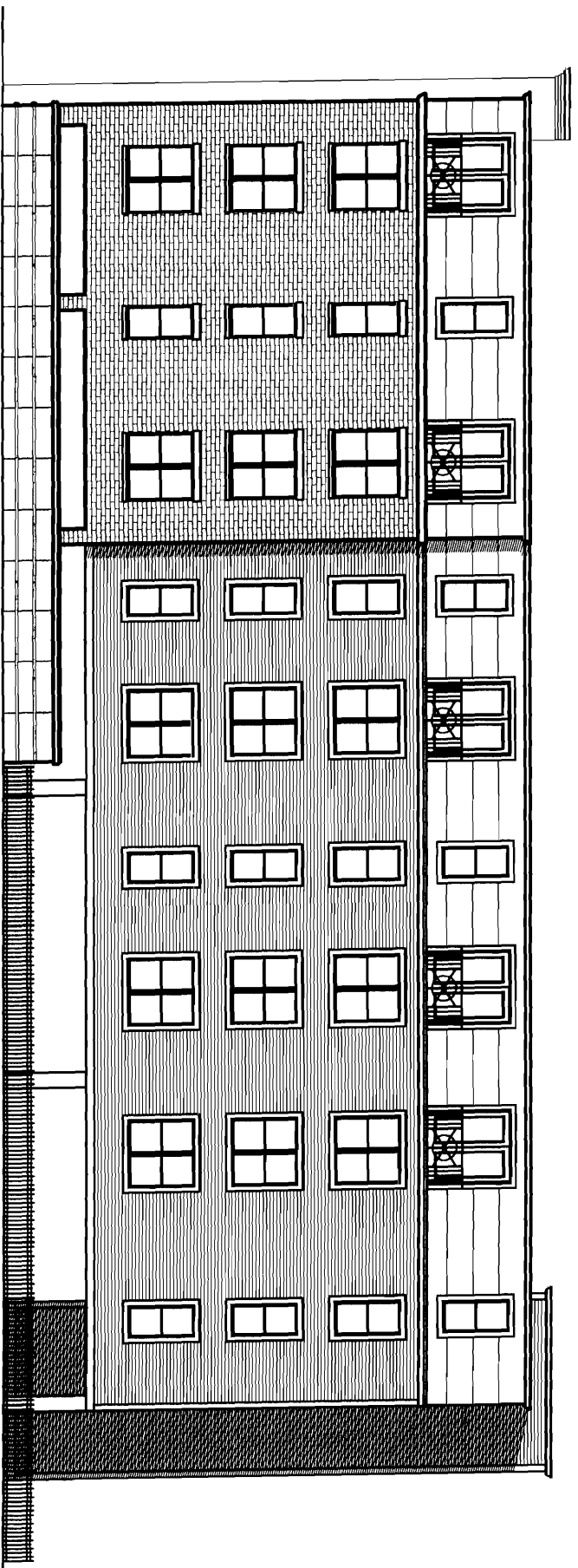
WEST ELEVATION  
SCALE: 1/8" = 1'-0"

SCALE  $\frac{1}{16}$ " = 1'-0"  
53 DANFORTH STREET  
ELEVATIONS 2-25-08

FEB 27 2008



NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



EAST ELEVATION  
SCALE: 1/8" = 1'-0"

SCALE  $\frac{1}{16}$ " = 1'-0"  
53 DANFORTH STREET  
ELEVATIONS 2-25-08

FEB 27 2008