

**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0354	Issue Date:	CBL: 053 E003001
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Location of Construction: 25 CRESCENT ST	Owner Name: CRESCENT HEIGHTS LLC	Owner Address: 17 CHESTNUT ST	Phone:
Business Name:	Contractor Name: Granite Corporation	Contractor Address: PO Box 370 Oakland	Phone 2074659229
Lessee/Buyer's Name	Phone:	Permit Type: HVAC	Zone: R-2

Past Use: Lodging House - 44 Beds	Proposed Use: Lodging House - 44 Beds - install 2 Lochinvar - Knight KBN285 Direct Vent Boiler	Permit Fee: \$170.00	Cost of Work: \$15,000.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>	INSPECTION: Use Group: R-2 IMC 2003 Type: HVAC	

Proposed Project Description: install 2 Lochinvar - Knight KBN285 Direct Vent Boiler	Signature: <i>(KB)</i>	Signature: <i>JMB 6/1/10</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: _____ Date: _____		

Permit Taken By: Idobson	Date Applied For: 04/09/2010	<b>Zoning Approval</b>	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: <i>4/9/10</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>(Signature)</i></p>
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**PERMIT ISSUED**

**JUN 1 2010**

**City of Portland**

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT \_\_\_\_\_ ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_



FILL IN AND SIGN WITH INK

# APPLICATION FOR PERMIT HEATING OR POWER EQUIPMENT

PERMIT ISSUED

JUN 1 2010

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

City of Portland

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location / CBL 25 Crescent St Use of Building Apartments Date 8/25/09  
 Name and address of owner of appliance Crescent Heights LLC  
25 Crescent St Portland, Me  
 Installer's name and address Granite Corp Po Box 370 Oakland, Me 04963  
 Telephone (207) 465-9229

### Location of appliance:

- Basement
- Attic
- Floor
- Roof

### Type of Fuel:

- Gas
- Oil
- Solid

Appliance Name: Lochinvar - Knight (2)

U.L. Approved  Yes  No KBN 285

Will appliance be installed in accordance with the manufacture's installation instructions?  Yes  No

IF NO Explain: \_\_\_\_\_

### The Type of License of Installer:

- Master Plumber # \_\_\_\_\_
- Solid Fuel # \_\_\_\_\_
- Oil # \_\_\_\_\_
- Gas # PNT 2566
- Other \_\_\_\_\_

### Type of Chimney:

- Masonry Lined  
Factory built \_\_\_\_\_
- Metal  
Factory Built U.L. Listing # \_\_\_\_\_

Direct Vent  
Type Sch 40 PVC UL# \_\_\_\_\_

### Type of Fuel Tank

- Oil
- Gas (natural)

Size of Tank N/A

Number of Tanks N/A

Distance from Tank to Center of Flame N/A feet.

Cost of Work: \$ 15,000

Permit Fee: \$ 170<sup>00</sup>

**Approved**

**Approved with Conditions**

Fire: \_\_\_\_\_

Ele.: \_\_\_\_\_

Bldg.: \_\_\_\_\_

- See attached letter or requirement

Inspector's Signature \_\_\_\_\_

Date Approved \_\_\_\_\_

Signature of Installer [Signature]

White - Inspection

Yellow - File

Pink - Applicant's

Gold - Assessor's Copy

**City of Portland, Maine - Building or Use Permit**

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Permit No: 10-0354	Date Applied For: 04/09/2010	CBL: 053 E003001
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Proposed Use: Lodging House - 44 Beds - install 2 Lochinvar - Knight KBN285 Direct Vent Boiler	Proposed Project Description: install 2 Lochinvar - Knight KBN285 Direct Vent Boiler
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Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 04/09/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		

Dept: Building	Status: Approved with Conditions	Reviewer: Jeanine Bourke	Approval Date:
Note:	Ok to Issue: <input type="checkbox"/>		
1) Installation shall comply with 2003 International Mechanical Code 2) The installation must comply with the State of Maine Gas Regulations. 3) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			

Dept: Fire	Status: Approved with Conditions	Reviewer: Capt Keith Gautreau	Approval Date: 04/20/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) Install shall comply with all manufacture's specifications. 2) Install shall comply with NFPA 54. A compliance letter is required			

**Comments:**

5/12/2010-jmb: Mark W. Called 5/11, rtd msg today, discussed plans (SK's) for heat recovery and ventilation of the bathrooms which was a change order in Sept. 09. The 2 hour shaft was enlarged from the original for the additional ducts. He will submit the full scale plans as the submissions are on 8x11. I left a vmsg for Bill Cuddy at Ptd Builders to review the cost of permit as this permit appears to only cover the boiler cost. Received full scale plans.

5/21/2010-jmb: Bill Cuddy submitted the change order cost estimate. He will submit the permit cost to the owner for payment. Can be issued when payed.

6/1/2010-jmb: Bill C. Came in with the check for add'l cost of work

5/6/2010-jmb: Left vmsg for Mark W. At W/S Architects to confirm when the heat recovery vent system and the rated shaft were approved, was it part of the original permit approval? If not, need to amend and submit full size plans.



# State of Maine

DEPARTMENT OF PROFESSIONAL & FINANCIAL REGULATION  
PROPANE AND NATURAL GAS BOARD

License # PNT2566

Be it known that: **RANDY J. WELLS**  
has qualified as required by Title 32 MRSA Chapter 130 and is

licensed as a  
**PROPANE/NATURAL GAS TECH**  
Authorized to perform job functions as:  
**APPL. CONN. & SERV. TECH.**

ISSUE DATE  
Oct 01, 2008

*Rene L. Head*

Director, Office of Licensing & Registration  
Authorizing signature

EXPIRATION DATE  
Sep 30, 2010

ME 496723

# Granite Corp

"Mechanical Contractors"

## Proposal

**To:** Portland Builders  
**From:** Kevin A. Purnell  
**Date:** 09/14/2009  
**Re:** HRU Breakdown

We are pleased to offer a proposal based on your request for a HRU unit per drawings dated July 9, 2009 from Mechanical Systems Engineers. Our price to complete these changes is \$44,200.00 and the breakdown associated with is as follows:

ITEM	PRICE
Added Ductwork Costs	\$5,767.00
Added RGD's	\$2,401.00
Fans and Hood Credits	(\$5,831.00)
Fire/Radiation damper Add	\$3,225.00
Louver Credit	(\$507.00)
Fresh Air Ventilation Credit	(\$1,000.00)
HRU & Associated Materials	\$28,900.00
Controls	\$3,200.00
Balancing	\$800.00
Insulation	\$500.00
Granite Labor	\$3,000.00
Overhead & Profit	\$3,745.00
Change Amount Requested	\$44,200.00

Please let me know if you have any questions and/or concerns

Thanks

**RECEIVED**

MAY 21 2010

Dept. of Building Inspections  
City of Portland Maine



BOILER  
INFO

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**Crescent Heights Apartments  
Portland, Me**

**SUBMITTAL COVER SHEET**

**230000 - Mechanical  
2.11 Boiler Unit**

**Date: September 4, 2009**

**Contractor:  
Portland Builders  
PO Box 4902  
Portland, Me 04101**

**Architect:  
Winton Scott Architects  
5 Milk Street  
Portland, Me 04101**

**Engineers:  
Mechanical Systems Engineers  
Royal River Center, Unit #10  
10 Forest Falls Drive  
Yarmouth, Me 04096**



**Lochinvar®**  
High Efficiency Water Heaters, Boilers and Pool Heaters

**KNIGHT  
HEATING BOILER  
Submittal Sheet**

**KBN-Sub-09**

**KNIGHT® FLOOR STANDING AND WALL MOUNT HEATING BOILERS**

JOB NAME CRESCENT  
 LOCATION PORTLAND  
 ARCH./ENGR. MECH SYSTEMS  
 WHOLESALER WEBB  
 MECH. CONTRACTOR GRAVITE  
 MODEL NO. KBN 285  
 TYPE GAS NATURAL  
 Btu/hr INPUT 285,000 X 2  
 Btu/hr OUTPUT 226,000 X 2  
 NOTES

**TWIN BOILERS**

**Standard Features**

- > Energy Star® Qualified
- > Up to 96% DOE AFUE Efficiency
- > Modulating Burner with 5:1 Turndown
- > Direct-Spark Ignition
- > Low NOx Operation
- > Field Convertible from Natural to LP Gas
- > Vertical & Horizontal Direct-Vent
- > PVC, CPVC or SS Venting up to 100 Feet
- > Factory Supplied Sidewall Vent Termination
- > ASME Stainless Steel Heat Exchanger
- > Automatic Reset High Limit
- > Inlet & Outlet Temperature Sensors
- > Boiler Circulating Pump
- > 30 psi ASME Relief Valve
- > Adjustable Leveling Legs (KB Models only)
- > Wall Mount Bracket (WB Models only)
- > Zero Clearances to Combustible Material
- > 12 Year Limited Warranty (See Warranty for Details)

**SMART SYSTEM™ Features**

- > SMART SYSTEM Digital Operating Control
- > 2 line, 16 Character Display
- > Dual Level Password Security
- > Domestic Hot Water Prioritization
- > Built in Cascading Sequencer for up to 8 Boilers
- > 0-10 VDC Input Control
- > Outdoor Reset Control with Outdoor Air Sensor
- > Low Water Flow Safety Control & Indication
- > Alarm on Any Failure Contacts
- > Service Reminder
- > Freeze Protection
- > Night Setback
- > Time Clock
- > Three Pump Control (System, Boiler & DHWP)
- > Data Logging
  - > Examples: Hours Running, Space Heating
- > Programmable System Efficiency Optimizers
  - > Examples: Anti-cycling, Ramp Delay

**Optional Equipment**

Place an X in the box by all options that apply

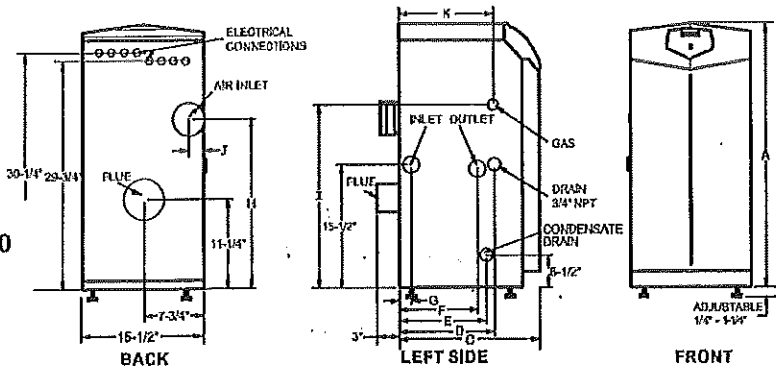
- Adjustable High Limit w/ Manual Reset
- Flow Switch
- Low Water Cutoff w/Manual Reset & Test
- Alarm Bell
- Concentric Vent Kit
- Condensate Neutralization Kit
- SMART SYSTEM PC Software
- Multi-Stack Frame

**Firing Codes**

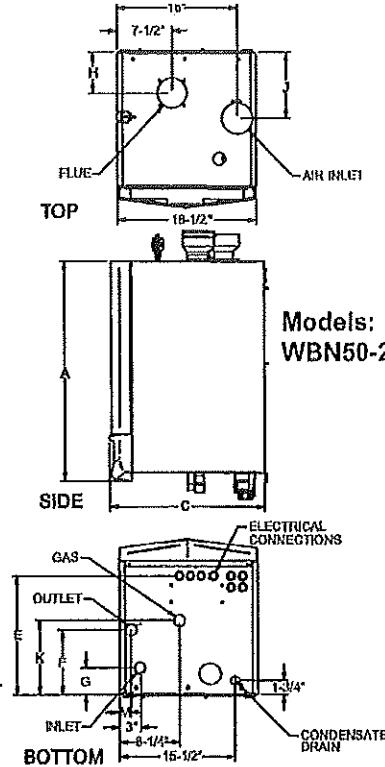
- M9 Standard Construction
- M7 California Code

# KNIGHT Heating Boiler and Wall Mount Dimensions & Specifications

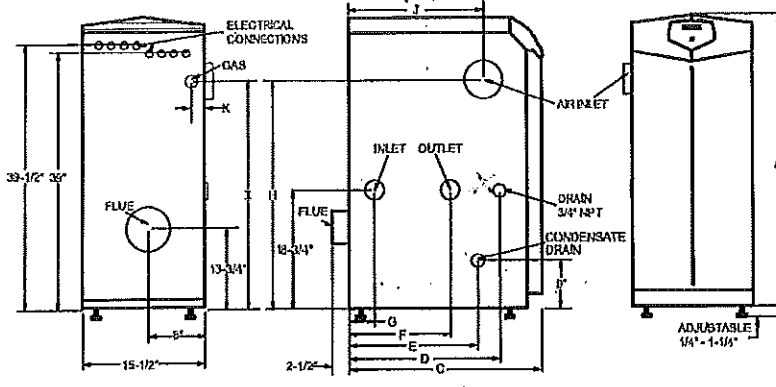
Models:  
KBN80-210



Models:  
WBN50-21



Models:  
KBN285



KNIGHT Heating Boiler		Dimensions & Specifications																			
Model Number	Input		AFUE %	Heating Capacity I=B=R		A	C	D	E	F	G	H	I	J	K	M	Gas Conn.	Water Conn.	Air Inlet Size	Vent Size	Shipping Weight
	Min MBH	Max MBH		MBH	MBH																
WBN050	10	50	95.3	45	39	29-1/4"	15-3/4"	NA	10-3/4"	10-3/4"	2"	6-3/4"	NA	3-1/4"	4-1/4"	2-3/4"	1/2"	1"	2"	2"	130
WBN080	16	80	95.3	72	63	29-1/4"	15-3/4"	NA	10-3/4"	10-3/4"	2"	6-3/4"	NA	3-1/4"	4-1/4"	2-3/4"	1/2"	1"	2"	2"	130
WBN105	21	105	95.4	94	82	29-1/4"	15-3/4"	NA	10-3/4"	10-3/4"	3-1/2"	5-1/2"	NA	3-1/4"	4-1/4"	2-3/4"	1/2"	1"	2"	2"	134
WBN150	30	150	95.5	135	119	29-1/4"	20-3/4"	NA	15-3/4"	8-1/2"	3-1/2"	5-1/2"	NA	8-3/4"	9-3/4"	1-1/2"	1/2"	1"	3"	3"	162
WBN210	42	210	95.7	190	165	29-1/4"	25"	NA	20"	12"	3-1/2"	5-1/2"	NA	13"	14"	1-1/2"	1/2"	1"	3"	3"	177
KBN080	16	80	95.3	72	63	33-1/4"	14"	7"	5-3/4"	5"	3"	20-1/2"	22"	1-3/4"	6-1/2"	NA	1/2"	1"	3"	3"	125
KBN105	21	105	95.4	94	82	33-1/4"	14"	6-1/2"	5-3/4"	4-1/2"	1-1/2"	20-1/2"	22"	1-3/4"	6-1/2"	NA	1/2"	1"	3"	3"	129
KBN150	30	150	95.5	135	119	33-1/4"	18"	12-1/4"	11-1/2"	10"	1-1/2"	21-1/4"	23"	1-3/4"	12"	NA	1/2"	1"	3"	3"	157
KBN210	42	210	95.7	190	165	33-1/4"	22-1/4"	16-1/2"	15-3/4"	14-1/4"	5-1/4"	21-1/4"	23"	1-3/4"	16-1/4"	NA	1/2"	1"	3"	3"	172
KBN285	57	285	96.0	260	226	42-1/2"	19-3/4"	12-3/4"	13-1/2"	6"	2"	34"	31"	11-3/4"	4-1/4"	NA	3/4"	1-1/4"	4"	4"	224

Notes: Performance data based on manufacturer's test results. Indoor installation only. All information subject to change. Change "N" to "L" for LP gas models.



**Lochinvar**  
High Efficiency Water Heaters, Boilers and Pool Heaters



Lochinvar Corporation • 300 Maddox Simpson Pkwy • Lebanon, TN 37090 • 615-889-8900 / Fax: 615-547-1000

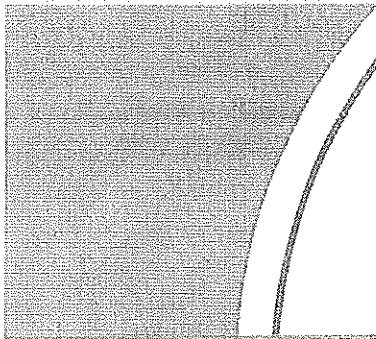
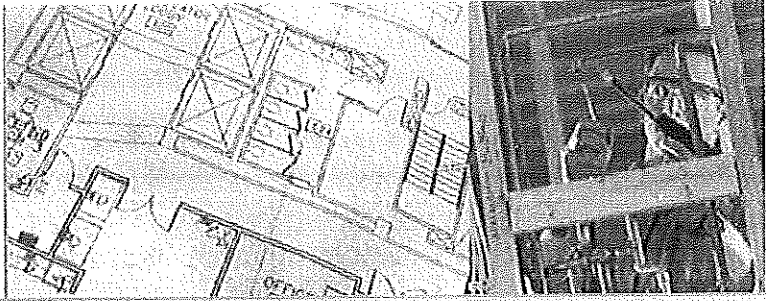
www.Lochinvar.com



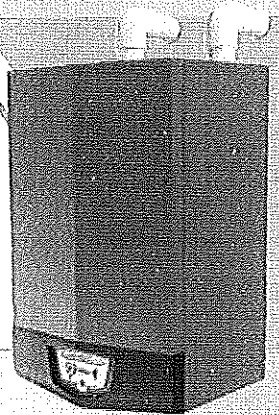
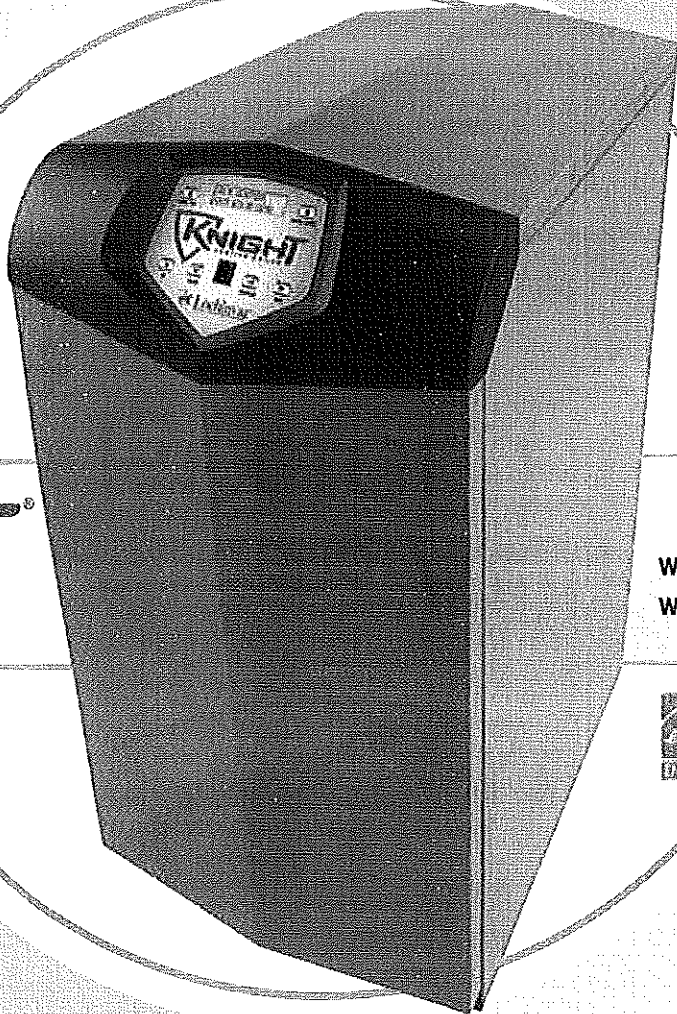
Up to  
\$1500  
Energy Tax Credit  
Qualified Product!

the best  
mod/con Performance  
and Versatility

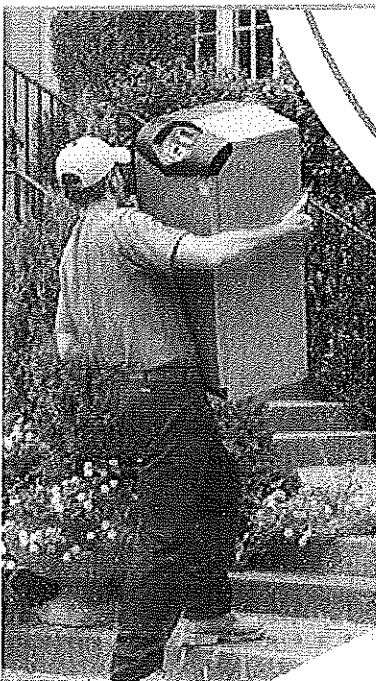
UP TO  
**96%**  
DOE AFUE  
Efficiency



**KNIGHT**  
HEATING BOILER



With Floor and  
Wall Mount Models

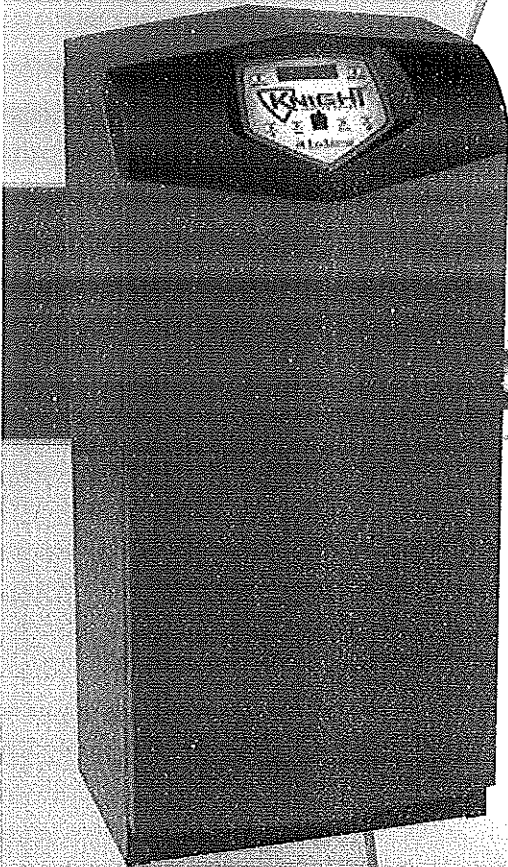


**Lochinvar**  
High Efficiency Water Heaters, Boilers and Pool Heaters

[www.knightheatingboiler.com](http://www.knightheatingboiler.com)

# KNIGHT<sup>®</sup>

HEATING BOILER



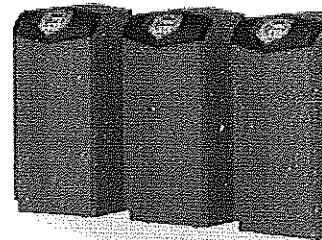
KNIGHT is a great choice for radiant floor heating, baseboard and panel heater applications.

Since its introduction in 2005, the KNIGHT modulating-condensing heating boiler has consistently delivered everything the professional needs for ease of installation and maintenance, and everything homeowners need for total comfort and long-term savings on energy costs.

With 5 floor-standing models and 5 compact Wall Mount units, Lochinvar offers the industry's broadest selection of modulating-condensing heating boilers. And KNIGHT is the industry's most advanced boiler design, including the SMART SYSTEM™

operating control that has quickly become a legendary benchmark among the trade!

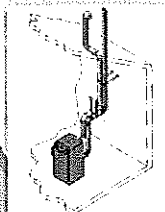
For traditional space heating or radiant floor heating applications, KNIGHT offers your customers tremendous savings on energy costs compared to less efficient boilers. KNIGHT has earned the ENERGY STAR, signifying that it has met strict energy-efficiency guidelines set by the EPA and U.S. Department of Energy.



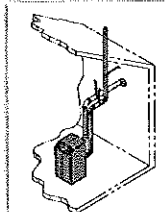
## 10 Models – The Right Choice, for Every Application

## 5 Flexible Venting Options

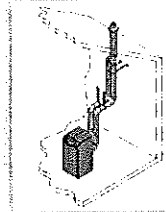
Direct Vent Vertical



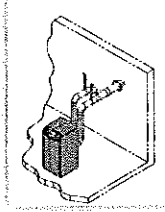
Vertical w/Sidewall Air



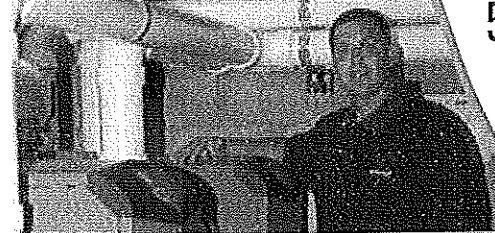
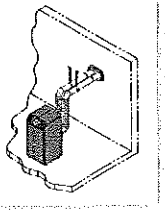
Direct Vent Vertical\*



Direct Vent Sidewall\*



Direct Vent Sidewall



*"Why do I like the KNIGHT? I don't know where to begin. The direct venting with 100 feet of intake and exhaust eliminates a lot of problems. I also like the low voltage features, and the SMART SYSTEM's outdoor reset capability. The Internal sequencer is tremendously powerful and ideal for multiple boiler installations. It's also great-looking, and aesthetics are important to my customers. When I install KNIGHT, my customers know they are getting a highly efficient state-of-the-art system, and they've all been completely satisfied."*

*— Paul Rohrs, Biggerstaff Radiant Solutions, Lincoln, NE*

### Vent using PVC, CPVC or Stainless Steel

Up to 100 feet of air intake and 100 feet of exhaust vent with PVC, CPVC or SS. \*Optional Concentric Vent Kit sold separately.

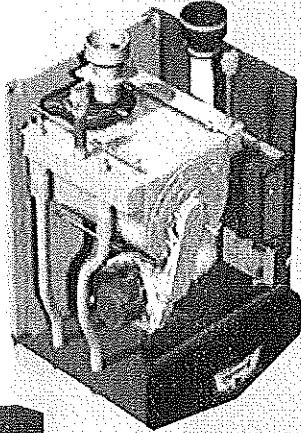
# Heroic Quality and Innovation

**96%**  
DOE AFUE  
Efficiency

**98%**  
Efficiency  
in low temp  
radiant  
applications

*"I'm very impressed with the KNIGHT Boiler. It's lightweight, simple to install and works remarkably well. The SMART SYSTEM control is a definite advantage, because most other manufacturers sell the control separately and it has to be assembled on the job. I also really like that the KNIGHT can modulate down to 20 percent, and that the wiring is very easy to understand. I recommend the KNIGHT to all of my customers who are looking for a quality boiler that will perform well and last for years."*

*Steve Ayoite, Ayoite's Water Works, Lansing, MI*



## Advanced Negative Regulation Technology

KNIGHT safely and reliably operates with supply gas pressure as low as 4 inches water column, because "Neg/Reg" technology automatically adjusts gas pressure to ensure the correct volume of fuel and air entering the burner.

## Fail-Safe Direct-Spark Ignition

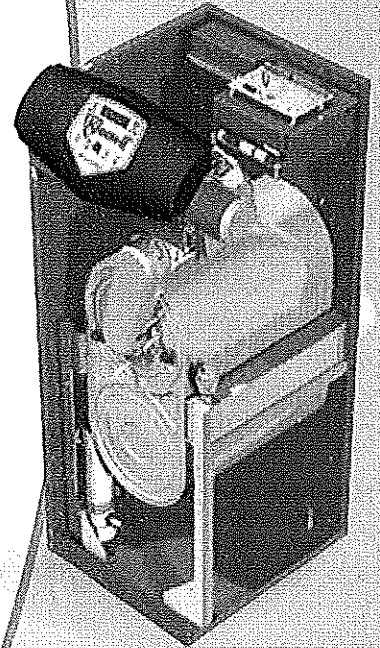
With each call for heat, two electrodes ignite the fuel/gas mixture. A third electrode then senses for flame. If no flame is detected, the system resets and attempts ignition four times. SMART SYSTEM will lock out and display a fault if ignition does not occur after four attempts.

## Two-in-One Stainless Steel Heat Exchanger

A primary heat exchanger combined with a secondary heat exchanger capturing flue gas heat allows entering water temperatures as low as 32°F. The stainless steel, pH-tolerant design features a weld-sealed assembly with no O-rings or gaskets and does not require special glycol. ASME Section IV approved and stamped.

## Fully Modulating Burner with 5:1 Turndown

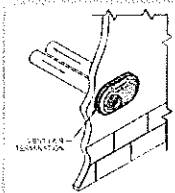
The SMART SYSTEM allows fully modulating combustion with 5:1 turndown. The burner can fire as low as 20% of maximum input, and modulates the firing rate up to 100% as demand increases. The woven stainless steel mesh assembly fires in a 360° pattern along the entire length of the heat exchanger. These together allow KNIGHT's compact size to excel compared to units with larger multiple burners.



## Ease of Installation

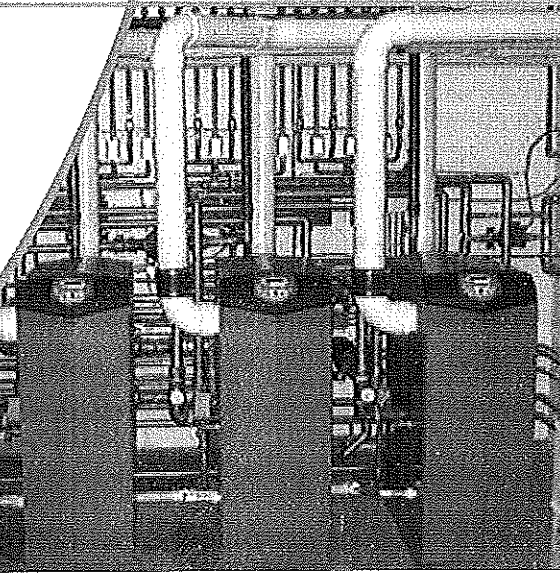
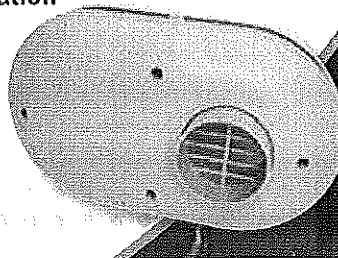
### Direct Venting up to 100 Feet!

KNIGHT offers greater flexibility than other boilers for placement of units within the building, because it permits direct-vent air intake and exhaust runs up to 100 equivalent feet, using PVC, CPVC or SS pipe. Additionally with Wall-Mounted KNIGHT models (WB 50-105) intake and vent runs of up to 40 feet are approved using 2" pipe. Intake and exhaust runs can terminate horizontally through a sidewall or vertically through the roof.



### Sidewall Vent Termination

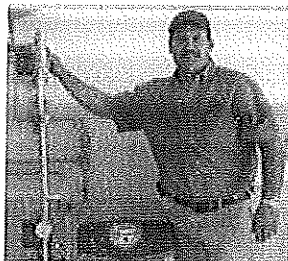
**SIDEWALL VENT  
TERMINATION -  
FACTORY SUPPLIED AND  
SHIPPED STANDARD  
WITH EVERY MODEL**



**SMART  
SYSTEM**

# The Industry's Smartest Design

SMART SYSTEM is the industry's most advanced operating control. Right out of the box, it gives you unequalled control and monitoring functions that are easy to understand and use.



*"I really like the KNIGHT Boiler because it's very simple to install and program. The SMART SYSTEM control is great and I really like being able to troubleshoot with the PC software. My customers choose KNIGHT for its high efficiency and state-of-the-art design, and they're all thrilled that KNIGHT operates so quietly and makes their home much more comfortable."*

*— Chad Padilla, The Socha Company, Albuquerque, NM*

**2-Line, 16-Character LCD Display**

*Displays setup and diagnostic information in words, not codes*

**Password Security**

*Dual passwords for installer and user*

**Product Service Indicator**

*Program reminders for cycle count, operation hours or last service*

**Pump Relay w/Freeze Protection**

*Ensures water temperature does not fall below 40°F*

**Low-Water Flow Indicator**

*Uses temperature differential to protect against low flow in the heat exchanger by reducing modulation or shutdown*

**Outdoor Reset**

*Outdoor temperature monitor guides the reset schedule to meet load*

**Night Setback**

*Program a heating loop water temperature setback for any time of the day, each day of the week*

**Building Management System (BMS) Control**

*0-10 VDC, BMS-driven input for modulation rate or temperature control*

**DHWP with Pump Control**

*On call for hot water, SMART SYSTEM overrides outdoor reset and starts DHWP pump to the indirect. Runtime can alternate between heating and domestic hot water to meet demand simultaneously*

**System & Boiler Pump Controls**

*Provides power to both system and boiler pumps based on a call for heat. Programmable delay allows pumps to operate after a call has been satisfied*

**In/Out Temperature Sensors**

*Allows installer to select which sensor controls the boiler setpoint*



**PC Connection –**

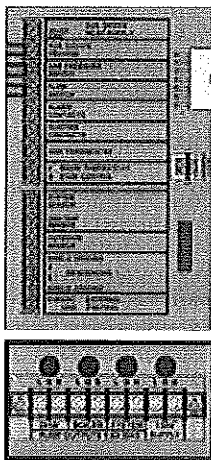
*Can be used with KNIGHT PC software to troubleshoot and program SMART SYSTEM functions and to track historical data, including faults, trends and energy consumption.*

**Field Connection Versatility**

*User-friendly terminal strip allows for 28 low-voltage field connections. Plus, 4 line voltage connections supply power to the unit, and up to three pumps operated by the SMART SYSTEM.*

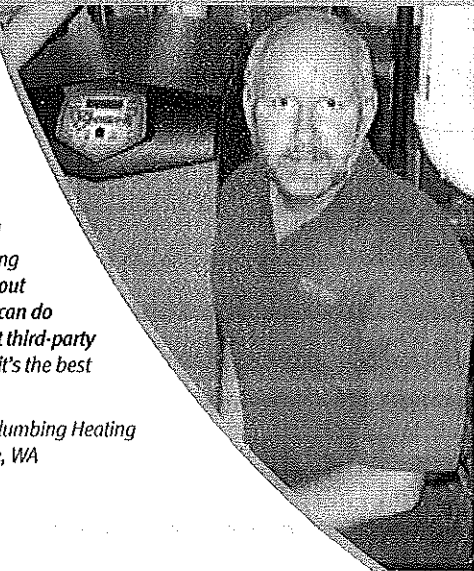
**Built-in Cascading Sequencer**

*SMART SYSTEM includes a built-in sequencer for 2–8 units, eliminating the cost and labor of a third-party sequencer. On demand, one boiler acts as lead unit and modulates with demand to meet capacity. The additional load then "cascades" to the next boiler in line and continues until all are operating or demand is satisfied. When demand drops, the process reverses.*



*"The control system on the KNIGHT is head and shoulders above anything else available. Straight out of the box, the KNIGHT can do anything I need without third-party controls. Hands-down, it's the best boiler on the market."*

*— Don Smet, Standard Plumbing Heating Controls Corp., Spokane, WA*



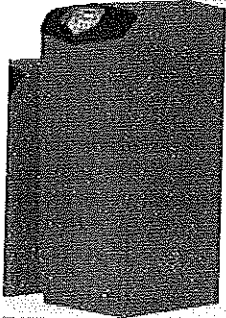
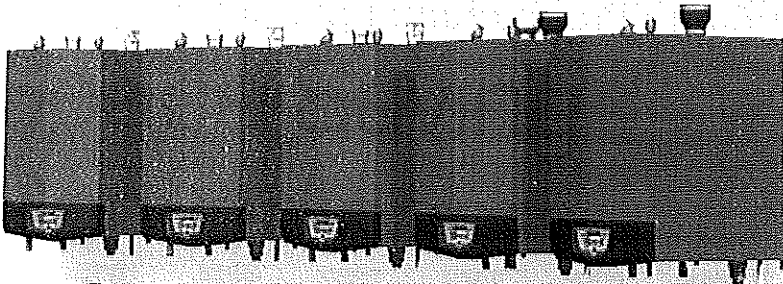
# Space Saving Convenience



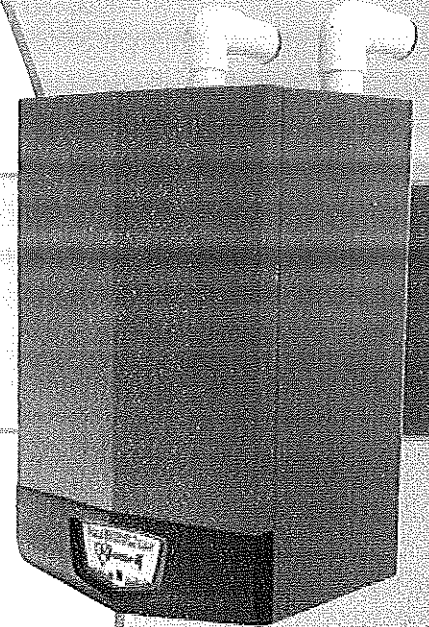
*"After my first KNIGHT installation, I loved it so much I installed it in my own home, and now my heating bill is half what it used to be."*

*- Rick Brunner, Hydronic Solutions, Nassau County, NY*

**KNIGHT lineup includes 5 space-saving Wall Mount models from 50,000 to 210,000 Btu/hr**



**The KNIGHT floor-standing lineup features 5 small footprint designs from 80,000 to 285,000 Btu/hr**

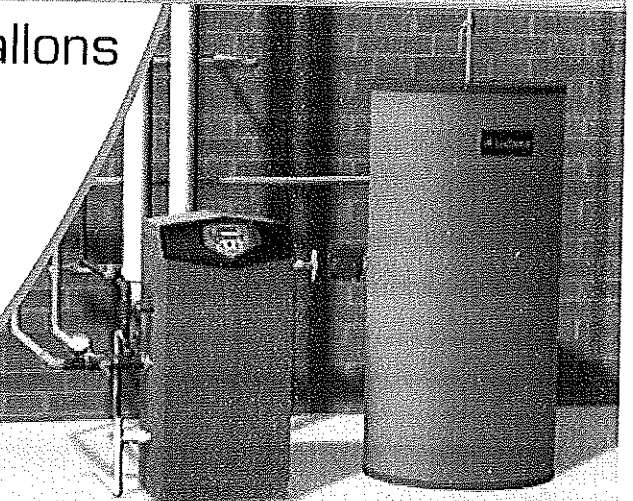


*All KNIGHT Boilers meet or exceed the highest federal emissions requirements.*

## Squire models - 30 to 120 gallons

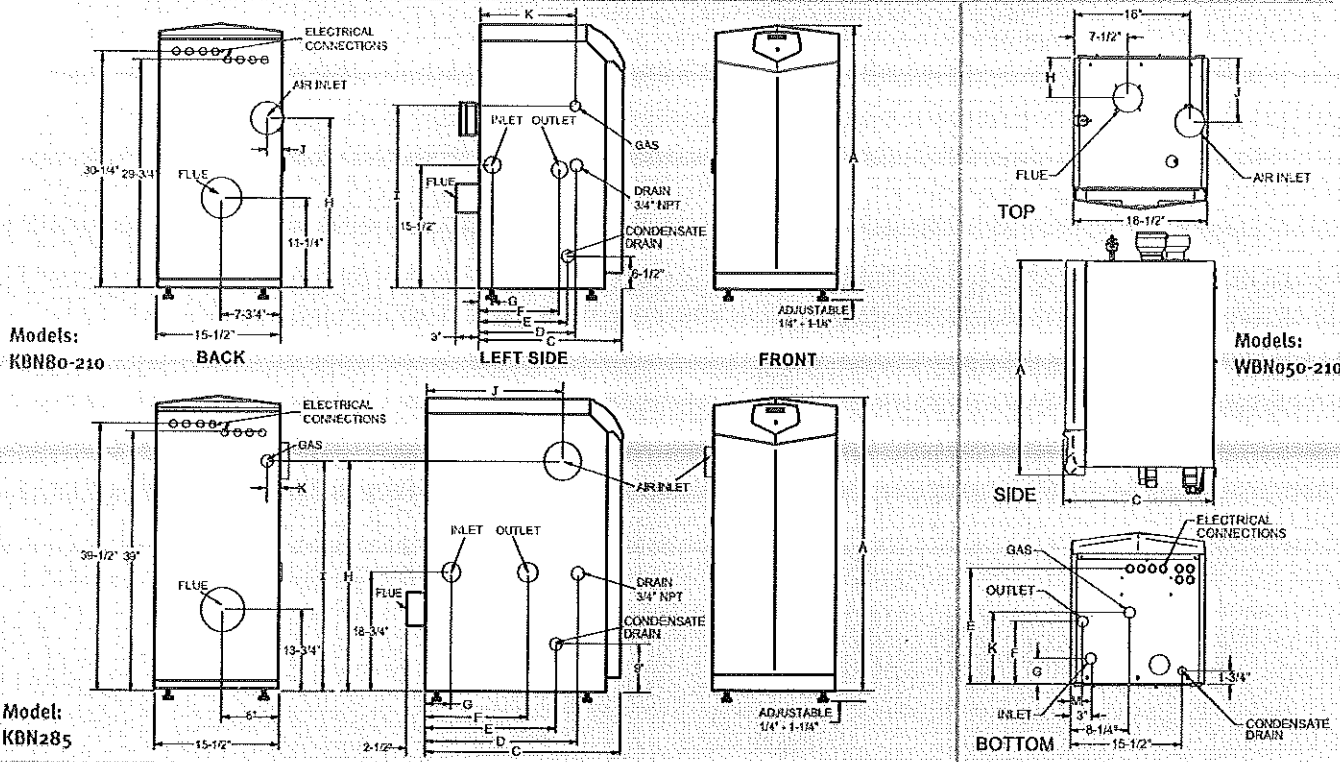
**KNIGHT plus SQUIRE delivers domestic hot water for less!**

The KNIGHT boiler's DHWP feature means you can easily install it with Lochinvar's new SQUIRE indirect water heater. With this winning combination, homeowners will get high-efficiency space heating from KNIGHT, plus all the domestic hot water they need from SQUIRE. Equipped with a stainless steel tank and heat exchanger, SQUIRE will provide more hot water with lower water heating costs compared to a standard gas or electric water heater.



# Knicht Heating Boiler Dimensions & Specifications- Floor Standing Models

# Wall Mount Models



KNIGHT Heating Boiler						Dimensions and Specifications																
Model Number	Input		AFUE %	Heating Capacity		A	C	D	E	F	G	H	I	J	K	M	Gas Conn.	Water Conn.	Air Inlet	Vent Size	Shipping Weight	
	Min MBH	Max MBH		MBH	NET I=B=R																	
WBN050	10	50	95.3	45	39	29-1/4"	15-3/4"	NA	10-3/4"	10-3/4"	2"	6-3/4"	NA	3-1/4"	4-1/4"	2-3/4"	1/2"	1"	2"	2"	130	
WBN080	16	80	95.3	72	63	29-1/4"	15-3/4"	NA	10-3/4"	10-3/4"	2"	6-3/4"	NA	3-1/4"	4-1/4"	2-3/4"	1/2"	1"	2"	2"	130	
WBN105	21	105	95.4	94	82	29-1/4"	15-3/4"	NA	10-3/4"	10-3/4"	3-1/2"	5-1/2"	NA	3-1/4"	4-1/4"	2-3/4"	1/2"	1"	2"	2"	134	
WBN150	30	150	95.5	135	119	29-1/4"	20-3/4"	NA	15-3/4"	8-1/2"	3-1/2"	5-1/2"	NA	8-3/4"	9-3/4"	1-1/2"	1/2"	1"	3"	3"	162	
WBN210	42	210	95.7	190	165	29-1/4"	25"	NA	20"	12"	3-1/2"	5-1/2"	NA	13"	14"	1-1/2"	1/2"	1"	3"	3"	177	
KBN080	16	80	95.3	72	63	33-1/4"	14"	7"	5-3/4"	5"	3"	20-1/2"	22"	1-3/4"	6-1/2"	NA	1/2"	1"	3"	3"	125	
KBN105	21	105	95.4	94	82	33-1/4"	14"	6-1/2"	5-3/4"	4-1/2"	1-1/2"	20-1/2"	22"	1-3/4"	6-1/2"	NA	1/2"	1"	3"	3"	129	
KBN150	30	150	95.5	135	119	33-1/4"	18"	12-1/4"	11-1/2"	10"	1-1/2"	21-1/4"	23"	1-3/4"	12"	NA	1/2"	1"	3"	3"	157	
KBN210	42	210	95.7	190	165	33-1/4"	22-1/4"	16-1/2"	15-3/4"	14-1/4"	5-1/4"	21-1/4"	23"	1-3/4"	16-1/4"	NA	1/2"	1"	3"	3"	172	
KBN285	57	285	96.0	260	226	42-1/2"	19-3/4"	12-3/4"	13-1/2"	6"	2"	34"	31"	11-3/4"	4-1/4"	NA	3/4"	1-1/4"	4"	4"	224	

Notes: Performance data based on manufacturer's test results. Indoor installation only. All information subject to change. Change "N" to "L" for LP gas models.

## Standard Features

- › Energy Star® Qualified
- › Up to 96% DOE AFUE Efficiency
- › Modulating Burner with 5:1 Turndown
  - › Direct-Spark Ignition
  - › Low NOx Operation
  - › Field Convertible from Natural to LP Gas
- › Vertical & Horizontal Direct-Vent
  - › PVC, CPVC or SS Venting up to 100 Feet
  - › Factory Supplied Sidewall Vent Termination
- › ASME Stainless Steel Heat Exchanger
- › Automatic Reset High Limit
- › Inlet & Outlet Temperature Sensors
- › Boiler Circulating Pump
- › 30 psi ASME Relief Valve
- › Adjustable Leveling Legs (KB Models only)
- › Wall Mount Bracket (WB Models only)
- › Zero Clearances to Combustible Material
- › 12 Year Limited Warranty (See Warranty for Details)

## SMART SYSTEM™ Features

- › SMART SYSTEM Digital Operating Control
  - › 2 line, 16 Character Display
  - › Dual Level Password Security
  - › Domestic Hot Water Prioritization
  - › Built in Cascading Sequencer for up to 8 Boilers
  - › 0-10 VDC Input Control
  - › Outdoor Reset Control with Outdoor Air Sensor
  - › Low Water Flow Safety Control & Indication
  - › Alarm on Any Failure Contacts
  - › Service Reminder
  - › Freeze Protection
  - › Night Setback
  - › Time Clock
  - › Three Pump Control (System, Boiler & DHWP)
  - › Data Logging
    - › Examples: Hours Running, Space Heating
  - › Programmable System Efficiency Optimizers
    - › Examples: Anti-cycling, Ramp Delay

## Optional Equipment

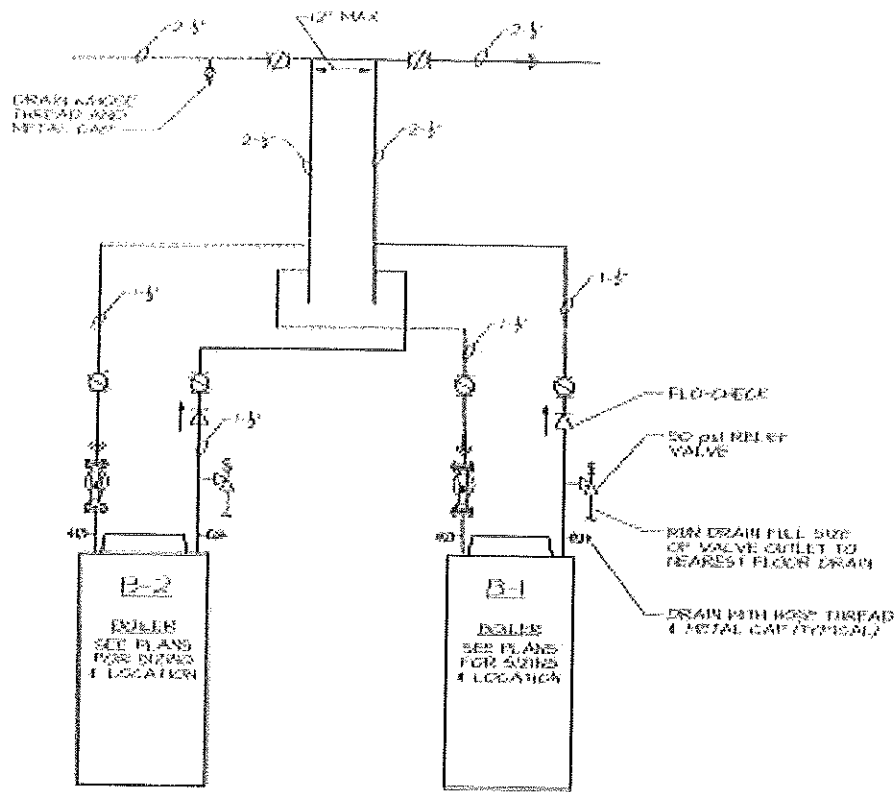
- › Adjustable High Limit w/ Manual Reset
- › Flow Switch
- › Low Water Cutoff w/Manual Reset & Test
- › Alarm Bell
- › Concentric Vent Kit
- › Condensate Neutralization Kit
- › SMART SYSTEM PC Software
- › Multi-Stack Frame

## Firing Codes

- › M9 Standard Construction
- › M7 California Code



Kevin Purnell



**BOILER PIPING SCHEMATIC**  
NO SCALE

HRU UNIT

SHOP DRAWING REVIEW FOR  
0901 CRESCENT HEIGHTS

PASS FROM MECH &  
ARCHITECT IN PACKAGE

Heat Recovery Unit  
SECTION 15600

- REVIEWED**       FURNISH AS CORRECTED  
 REVISE AND RESUBMIT       REJECTED

Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades and performing his work in a safe and satisfactory manner.

**MECHANICAL SYSTEMS ENGINEERS**

DATE: November 4, 2009

BY: R. Michael





**Crescent Heights Apartments  
Portland, Me**

**SUBMITTAL COVER SHEET**

**230000 - Mechanical  
Heat Recovery Unit**

**Date: October 9, 2009**

**Contractor:  
Portland Builders  
PO Box 4902  
Portland, Me 04101**

**Architect:  
Winton Scott Architects  
5 Milk Street  
Portland, Me 04101**

**Engineers:  
Mechanical Systems Engineers  
Royal River Center, Unit #10  
10 Forest Falls Drive  
Yarmouth, Me 04096**

# SEMCO<sup>TM</sup> INCORPORATED

Project: Crescent Heights  
Location:  
Mechanical Contractors: Granite Corporation  
Manufacturer's Representative: AirCon Inc  
Date: Thursday, July 16, 2009  
SEMCO Job No:  
Customer Purchase Order #:

BY: SEMCO Incorporated  
1800 East Pointe Dr.  
Columbia, MO 65201-3508  
Phone: 573/443-1481  
Fax: 573/886-5408

One complete approved or approved "as noted" copy must be returned to this office prior to fabrication. An approval area has been provided for your convenience below.

Disapproval or approved "as noted" actions should be indicated on individual submittal sheets.

APPROVED AS SUBMITTED  
APPROVED AS NOTED

Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



# SEMCO INCORPORATED

Page 1 of 2

**Job Name:** Crescent Heights

**Scope of work:**

**Qty. (1) FV-2000 V - Fresh Air Preconditioner (Unit tag - ERV-1A)**

- Supply Air : 1075 CFM
- Outside / Supply Side Pressure : .75 ESP
- Supply Fan Motor : 0.75 HP
- Exhaust Air : 975 CFM
- Return / Exhaust Side Pressure : .5 ESP
- Exhaust Fan Motor : 0.75 HP
- Full Load Amps : 29.3
- Minimum Circuit Ampacity : 36.7
- Maximum Overcurrent Protection Device : 33.7
- 20 Ga. Galvanized steel box.
- DWDI fans with belt drive motors.
- Unit contains an EXCLU-SIEVE™ total energy recovery wheel for sensible and latent energy recovery. Wheel slides in and out of casing for service.
- 24 volt remote start/stop terminals provided internally.
- Terminals for connection of 208/3/60 power source provided.
- Enclosure is internally insulated to prevent condensation of moisture on interior or exterior of unit.
- Unit has removable filters for supply and return air. Outside air filters are aluminum mesh type and are located in the hood.
- Panel opens for access to the filters and inspection of the wheel and blowers.
- Outdoor unit has hoods included for both outside air intake and exhaust air discharge.
- Supply air and return air openings are located in the bottom of the unit.

# SEMCO INCORPORATED

Page 2 of 2

- Non-insulated roof curb, optional.
- Wheel rotation detector with stop/jog controller.
- Standard paint.
- AQ Flow gauge.
- OA Damper actuator.
- Remote indicating panel shipped loose for field installation. Requires rotation detector option.  
Includes indication for: Power On, Wheel Rotation Alarm, Outdoor Filter Dirty, Return Filter Dirty
- Electric preheat coil including fused disconnect and SCR controls, 7.5KW 208-240/3/60.
- 5 Year limited warranty



## SPECIFICATIONS

### 'FV' SERIES ENERGY RECOVERY UNIT

for

### Crescent Heights

---

#### CASING

---

Standard panels will be 20 gauge galvanized steel, lined with 1/2 inch thick neoprene insulation where required. The housing will be supported by a formed structural base that forms a pan to ensure weather tight construction. Lifting holes will be provided at the unit base. Units will have a weatherproof sheet metal roof. The outdoor air intake opening will be protected by a galvanized steel sheet metal weather hood(except for indoor construction) and include an automatic shutoff damper with electric operator. The exhaust air discharge will be covered with a gravity backdraft damper and weather hood(except for indoor construction).

---

#### STANDARD PAINT

---

The exterior of the unit will be coated with an alkyd enamel painting system for added protection.

---

#### ACCESS

---

Access to components will be provided through a large, tightly sealed and easily removable access panel. Access panels will be constructed of the same materials as the unit casing and use SEMCO's standard hardware. The wheel cassette will be easily removable from the unit. The roof of the unit will also be removable for access.

---

#### UNIT CONFIGURATION

---

The supply air inlet and exhaust air outlet must be oriented at opposite ends of the Energy Recovery System to maximize the distance between the two airstreams in order to minimize the risk of short circuiting exhaust air into the supply air intake.

---

#### FANS

---

Fans will be double width double inlet design with forward curve type wheels. The blades will be designed for maximum efficiency and quiet operation. Impellers will be statically and dynamically balanced.

Fans will be driven by direct drive motors located at the fan inlet or by motors using belts and sheaves. Motors will be standard NEMA frame with open drip-proof enclosures. V-belt drives will be designed for a minimum 1.2 service

factor.

---

#### TOTAL ENERGY RECOVERY WHEEL

---

The rotor media will be made of aluminum which is coated to prohibit corrosion. All surfaces will be coated with a non-migrating adsorbent specifically developed for the selective transfer of water vapor. Verification in writing will be presented from the desiccant manufacturer confirming that the internal pore diameter distribution inherent in the desiccant being provided limits adsorption to materials not larger than the critical diameter of a water molecule (2.8 angstroms). In addition, the face of the media will be coated with an acid resistant coating to provide maximum protection against face oxidation. Equal sensible and latent recovery efficiencies will be clearly documented through a certification program conducted in accordance with ASHRAE 84-78P and ARI 1060 standards. The media will be cleanable with low temperature steam, hot water or light detergent, without degrading the latent recovery. Dry particles up to 600 microns will freely pass through the media. Wheel media will be independently tested and shown to conform with the requirements of NFPA-90A, documenting a flame spread of less than 25 and a smoke generation rating of less than 50.

Rotor Cassette - The rotor cassette will be a sheet metal framework which limits the deflection of the rotor due to air pressure. The cassette will be made of galvanized steel to prevent corrosion. The rotor cassette will be easily removable from the Energy Recovery Unit to facilitate rigging (if necessary) and ease of service. The wheel cassette design will use pillow block bearings for long life. A non-adjustable purge sector will be included in the cassette.

---

#### FILTERS

---

The filters will be 1 inch thick permanent aluminum washable type mounted in the outside air intake and in the return air plenum. The filters will be listed by Underwriters' Laboratories as Class 2.

---

#### REMOTE INDICATING PANEL

---

Panel shall provide remote indication of status of unit power on, wheel rotation alarm, outside air dirty filter and return air dirty filter. Low voltage LED's will be illuminated for power

on, wheel stop, filter pressure drop exceeding 0.8" w.c. LED's are factory mounted in a brushed aluminum faceplate with identification label and are factory wired to a terminal strip. Panel includes a junction box and plaster ring for either recessed or surface mounting. FV unit will include factory mounted pressure switches and electrical components wired to a terminal strip located in an exterior weatherproof junction box. Field wiring between the FV unit and the remote panel using Belden 5 conductor 8465 (20-gauge) or equivalent.

---

#### **AIRFLOW MONITOR**

---

Unit will include an integral airflow monitoring station with the ability to read both ventilation and exhaust airflow expressed in CFM. Monitor gauge to be flush mounted on unit exterior and water tight.

---

#### **ROTATION DETECTOR WITH STOP-JOG**

---

Unit will be equipped with a rotation sensor and controller such that should the energy recovery wheel not rotate during a signaled run period, the controller will send a 24 volt AC signal suitable for operating a relay to be used as an alarm contact. The controller will not initiate an alarm during a stop/jog function. In addition, this controller will be equipped with an outdoor air temperature sensor such that the energy recovery wheel can be stopped during moderate temperature periods. The controller will perform a stop/jog function for the wheel long enough to promote the self cleaning features of the wheel but not long enough to induce energy recovery. This same temperature controller will allow the energy recovery wheel to be operated in stop/jog mode during very low temperature periods to prevent freezing of the wheel while still delivering outdoor air through the unit

---

#### **ELECTRIC PREHEAT COIL**

---

Coil will be of the resistance coil type with elements enclosed in a steel sheath with fins and painted with a baked-on aluminum paint for long life in a 100% fresh air stream. Coil will include thermal cutout protection with automatic primary protection and a secondary manual reset linear thermal cutout. Coil will have magnetic safety and backup contactors, main disconnect, fusing, control circuit transformer, air flow interlock switch and SCR controller. Coil will be UL listed and constructed in accordance with NEC requirements. A temperature controller located in the outdoor air section of the unit will supply the signal to the SCR controller.

---

#### **ELECTRICAL PANEL**

---

Units will require a single 60 cycle power connection. See schedule for voltage and phase requirements. The electrical panel will consist of individual motor contactors, short circuit

and overload protection and control power transformer. The NEMA 3R electrical panel will be mounted on the unit exterior for ease of access. Unit will be ETL listed and labeled.

---

#### **ROOF CURB**

---

Units will be provided with a non-insulated roof curb sized to fit just inside of the unit's self flashing base. Curb will be fourteen inches tall and will have a wood nailer on the perimeter for attaching unit.

---

#### **5 YEAR LIMITED WARRANTY**

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Semco warrants to Buyer for a period of 60 months that the energy recovery unit and components will be free from mechanical defects, defective workmanship and materials when used in a proper and normal manner.

---

#### **SOLE AND EXCLUSIVE WARRANTY**

---

SEMCO warrants to Buyer that for a period of eighteen months from the date of shipment by SEMCO the goods to be delivered to Buyer will in all material respects be free from defects in material and workmanship when used in a proper and normal manner. Should any failure to conform to the above appear within eighteen months after the date of shipment by SEMCO (the "Limited Warranty Period"), SEMCO agrees upon prompt notification thereof during the Limited Warranty Period and confirmation to SEMCO's satisfaction that the goods have been stored, installed, operated and maintained properly and in accordance with standard industry practice, to correct the non-conformity at SEMCO's option either by repairing any defective part or parts or by making available at SEMCO's plant a repaired or replacement part.

## SEMCO UNITARY PRODUCTS EXTENDED 5-YEAR WARRANTY

### COVERAGE SUMMARY

SEMCO INCORPORATED's Standard Terms & Conditions of Sale remain in force and applicable. The warranty option covers equipment and components warranted by SEMCO, to be free from mechanical defects, defective workmanship and materials for the "Agreement Term". Replacement parts only are included in this additional warranty contract. This Extended Warranty is effective based on the information herein. Claim Coverage under the plan selected will commence upon the date the unit(s) are shipped and upon payment of the required charge. Claim Coverage shall end on the date indicated under "Agreement Term" Expiration.

### CARE OF EQUIPMENT

The SEMCO unit(s) must be properly installed, operated and maintained in accordance with the unit owner's manual provided with each SEMCO unit. Failure to provide maintenance per SEMCO instructions will void the warranty.

### EXCLUSIONS

The following components are not covered by this warranty: cabinets, cabinet pieces, paint, air filters, belts, wiring, fuses, refrigerant, driers, DDC controls and open element electric (pre or post) heaters. Coils failing due to freeze up are also excluded.

This warranty is void if the covered equipment is removed from the original installation site.

This warranty excludes abuse, vandalism, lack of maintenance, shipping damage, theft and natural or other disasters.

This warranty excludes labor to install replacement parts.

Modification, change or alteration of the SEMCO units will void the warranty, except as directed in writing by SEMCO.

### LIMITS OF LIABILITY

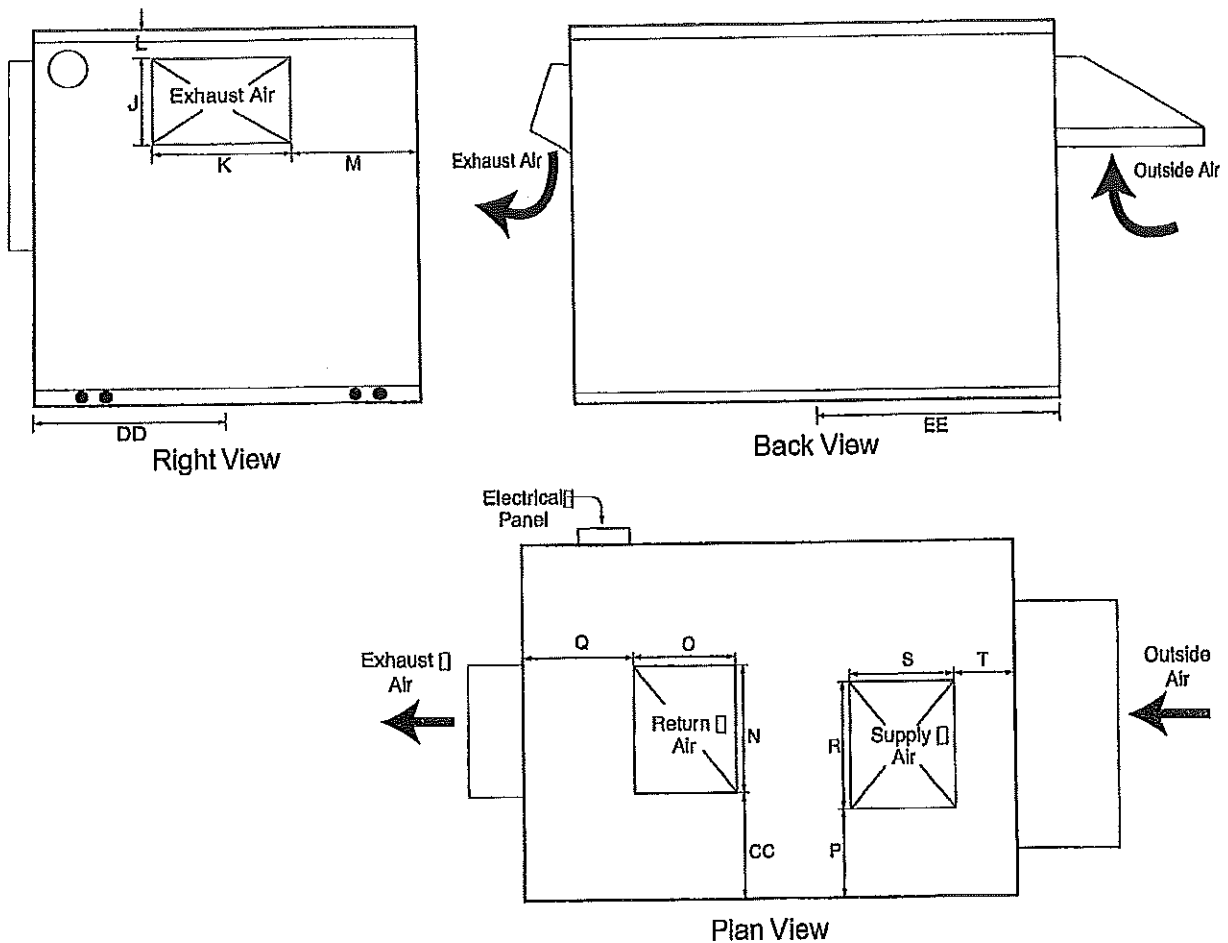
SEMCO will provide Replacement Part(s) including standard ground shipment or reimbursement (requires prior SEMCO approval) to the holder of the warranty for said parts for the duration on the warranty. The installation of replacement parts under the terms of this warranty does not extend the original warranty period. SEMCO INCORPORATED's Standard Terms & Conditions of Sale remain in force and applicable.

Report all claims TO:

**SEMCO Customer Service**  
**1800 East Pointe Drive Columbia, MO 65201-3508**

**Phone: 573/443-1481**  
**Fax: 573/886-5408**

## Unit Arrangement V Series Right, Back & Plan View



Model#	Net Wt. (lbs.)	Dimensions (inches)													
		J	K	L	M	N	O	P	Q	R	S	T	CC	DD	EE
FV-600V	450	10.3	6.8	3.5	11.2	11.2	10.0	5.3	14.3	10.2	6.8	4.5	9.0	13.6	21.3
FV-1000V	500	10.3	9.2	3.5	9.9	11.2	10.0	7.0	14.3	10.2	9.3	5.3	9.0	13.6	21.3
FV-2000V	550	10.2	11.8	3.9	7.3	23.0	7.8	7.0	18.6	10.3	11.8	4.0	7.0	17.4	24.7
FV-3000V	1000	11.4	13.1	10.1	16.0	24.0	12.0	7.0	16.7	11.4	13.1	7.4	7.0	21.2	31.1
FV-4000V	1150	13.4	14.6	11.8	19.6	20.0	19.0	7.0	20.7	13.4	14.6	7.2	12.0	25.4	37.8
FV-5000V	1150	15.9	18.6	9.3	17.6	20.0	19.0	7.0	20.7	15.9	18.6	5.2	12.0	25.4	37.8
FV-7500V	1800	15.9	18.6	10.8	23.0	25.0	25.0	7.0	20.8	15.9	18.6	7.8	19.8	30.4	45.7
FV-9000V	1800	15.9	18.6	10.8	23.0	25.0	25.0	7.0	20.8	15.9	18.6	7.8	19.8	30.4	45.7

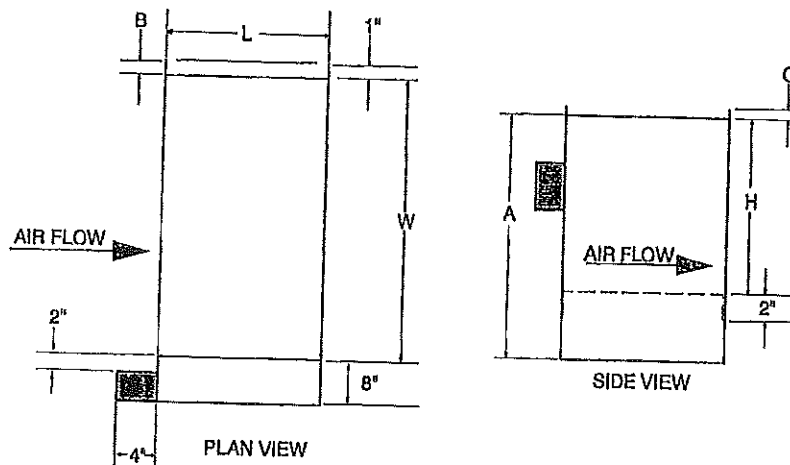
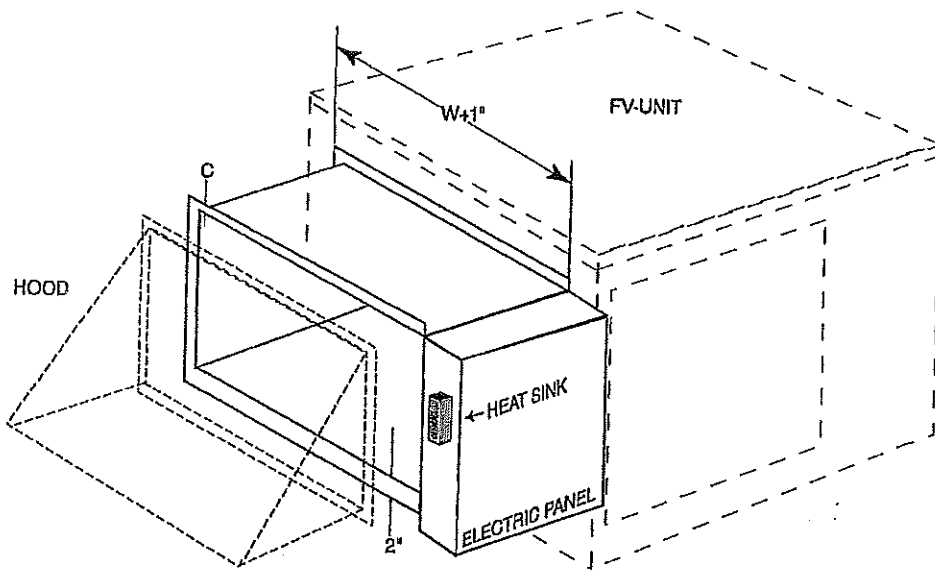
Note: Dimensions DD & EE represent approximate unit center of gravity.



# Electric Preheat Layout

UNIT SIZE	W	H	L	A	B	C
FV-600	24.4	9.0	14.0	20.0	1.0	1.0
FV-1000	24.4	9.0	14.0	20.0	1.0	1.0
FV-2000	31.1	11.0	14.0	20.0	1.0	2.0
FV-3000	39.1	16.0	20.0	40.0	1.0	2.0
FV-4000	49.1	17.0	20.0	40.0	1.0	2.0
FV-5000	49.1	17.0	20.0	40.0	1.0	2.0
FV-7500	56.0	24.0	20.0	40.0	3.0	2.0
FV-9000	56.0	24.0	20.0	40.0	3.0	2.0

All dimensions in inches.

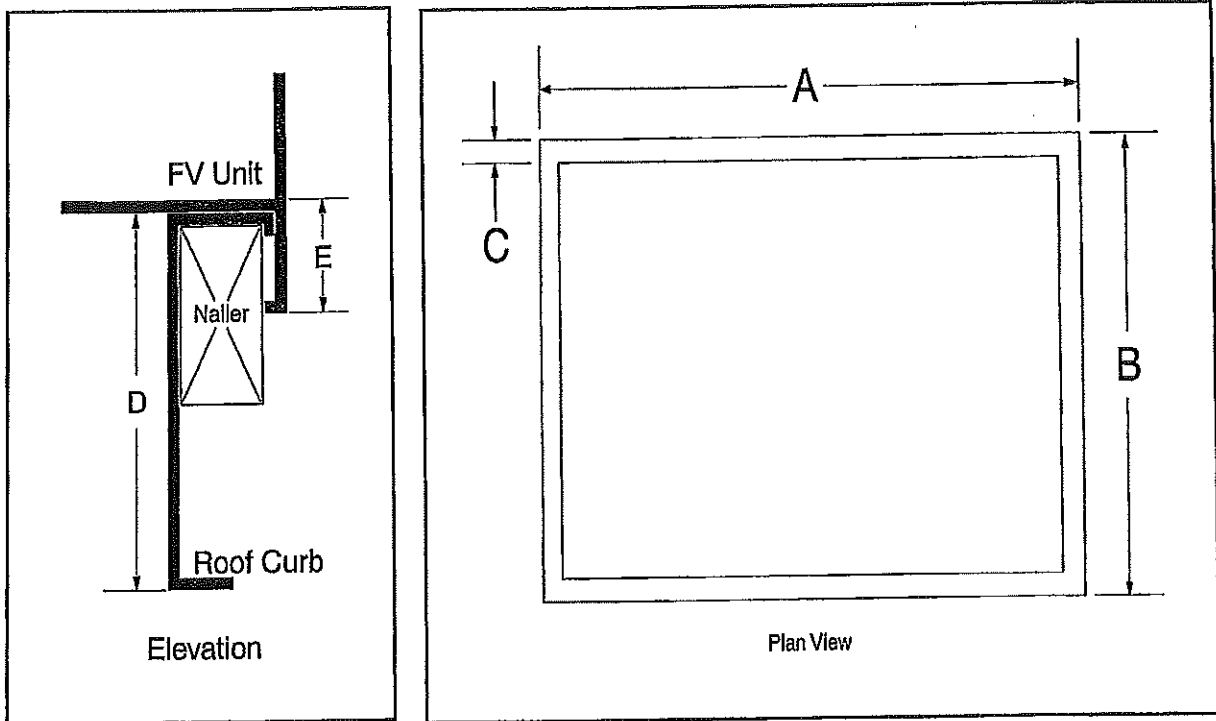


## Curb Mounting

The FV series is generally installed on a curb (unless mounted indoors). The curb ships separately for preinstallation to simplify rigging. The dimensions of the curbs required for the FV units are listed below.

The FV-H and the FV-V have the same curb dimensions. The curb for an FV unit can be provided by SEMCO or purchased from a curb manufacturer provided it is designed to support the weight of the FV unit specified in this manual and conforms to the dimensions listed in the table below.

*Curb dimensions.*



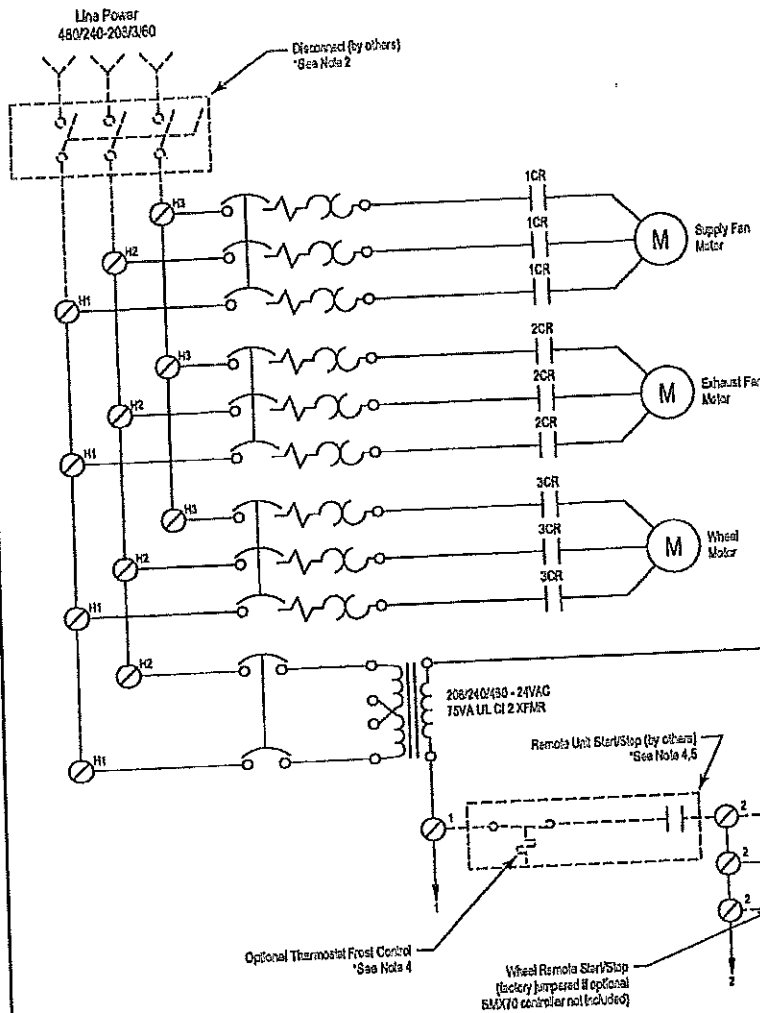
*Curb dimensions.*

Model	A	B	C	D	E
FV-600	40.1	25.0	1.7	14.0	3.0
FV-1000	40.1	25.0	1.7	14.0	3.0
FV-2000	47.4	33.0	1.7	14.0	2.0
FV-3000	60.6	41.0	1.7	14.0	3.0
FV-4000	74.6	49.9	1.7	14.0	3.0
FV-5000	74.6	49.9	1.7	14.0	3.0
FV-7500	91.0	60.3	1.7	14.0	3.0
FV-9000	91.0	60.3	1.7	14.0	3.0

All dimensions in inches.

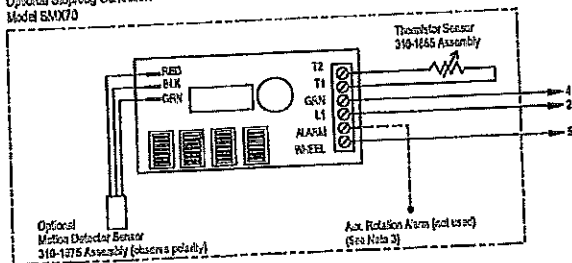
# 3Ø Circuit Diagram, FV-2000 through FV-9000

**USE COPPER CONDUCTORS ONLY**

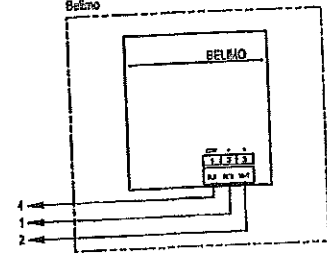


- Notes:**
- 1) All dashed lines indicate field wiring unless otherwise noted.
  - 2) Electric Preheat: If electric preheater is ordered, the power wiring is factory installed from electric preheater to FV Panel and includes a disconnect at the preheater. (See specifications and circuit diagram on electric preheater for information on sizing and connecting supply power.)
  - 3) Alarm output: One triac switch to drive a contactor (by others), 24VAC, 0.3 amps max.
  - 4) If no options are ordered, terminals 1 & 2 are shipped with jumper installed.
  - 5) Remote unit start/stop (by others) may be any isolated contact, to prevent interconnection of class 2 outputs, suitable for 24 VAC @ 3.5 amps.
  - 6) Time Delay Relay included on FV-3000, 4000, 5000, 7500, and 9000 if optional outdoor air damper actuator is included. Otherwise, terminal 3 wired to 1CR.

Optional Start/Stop Controller: Model SMX70

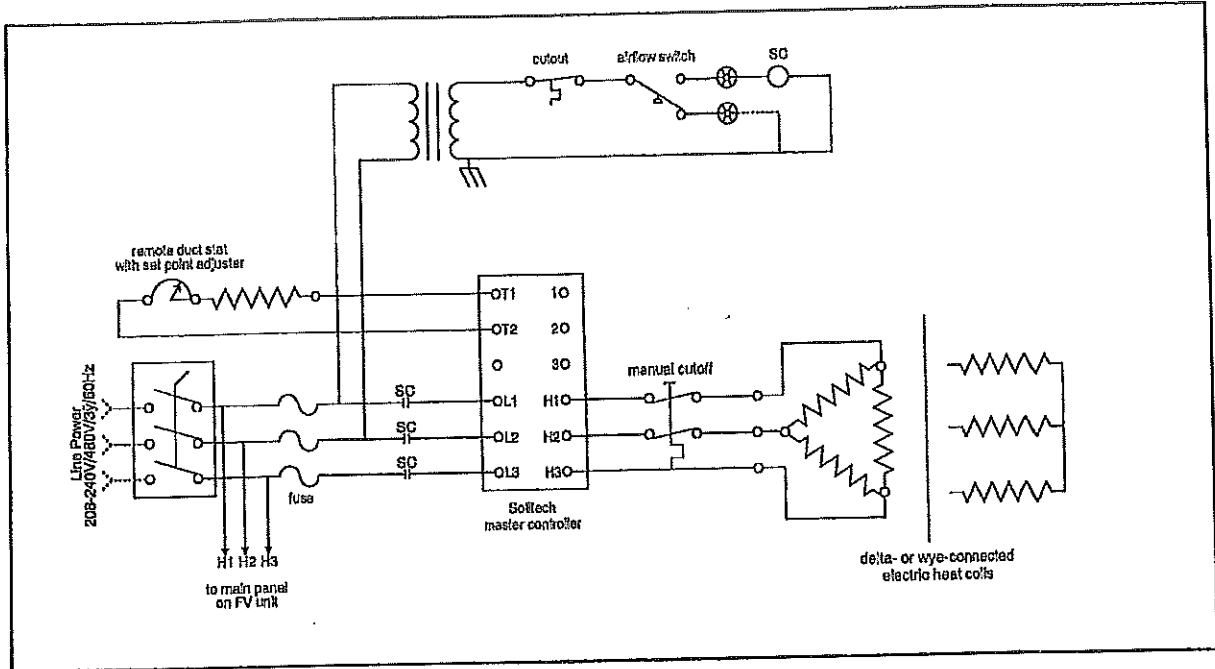


Optional Outdoor Air Damper Actuator: BELMO

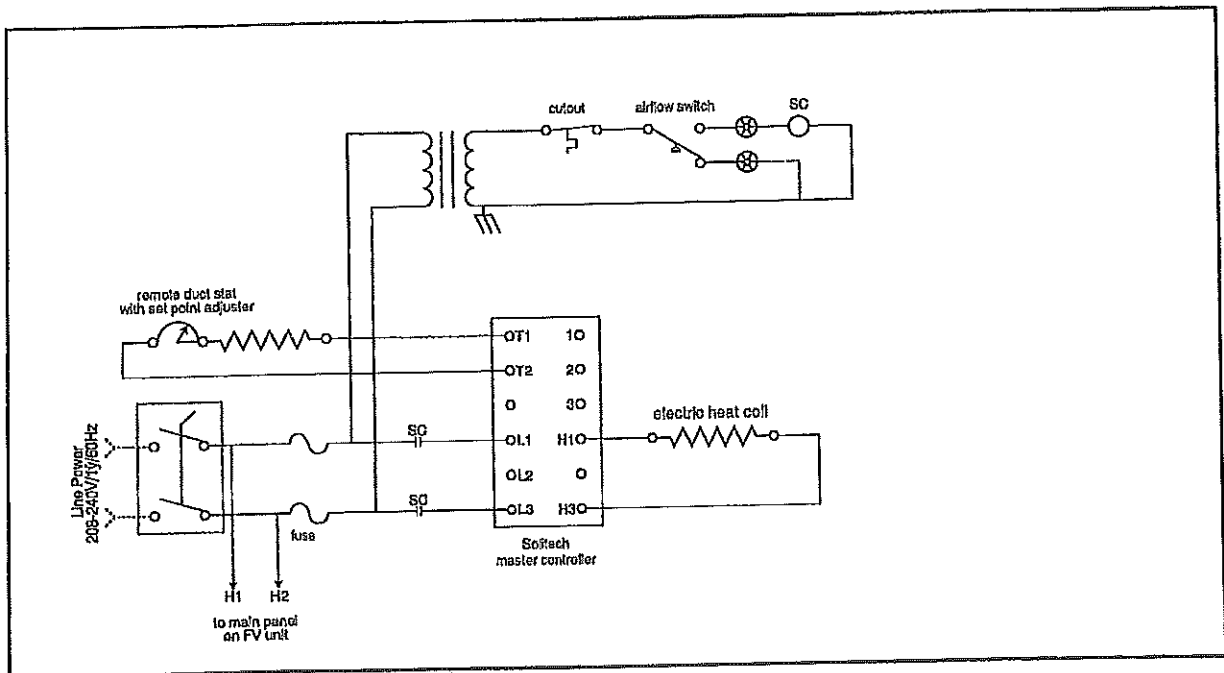


Tightening Torque For Slotted Screws	
AWG Size	IN-LB
18-10	20
8	25
6-3	35

## 3Ø Electric Preheat Frost Protection Circuit Diagram



## 1Ø Electric Preheat Frost Protection Circuit Diagram



## FV-2000 Supply Fan Data

Airflow (scfm)	External Static Pressure (in.wg)*								
	-0.3	-0.1	0.1	0.3	0.5	0.75	1.0	1.25	1.5
	Motor Brake Horsepower/RPM								
800	.10/1488	.10/1627	.10/1815	.17/1986	.24/1136	.31/1282	.38/1404	.44/1517	.52/1617
1000	.10/1611	.13/1783	.21/1950	.28/1105	.35/1239	.44/1369	.52/1495	.61/1601	.68/1707
1200	.17/1779	.25/1934	.33/1086	.42/1227	.50/1336	.60/1472	.70/1586	.80/1699	.89/1798
1400	.31/1938	.39/1084	.50/1222	.59/1335	.69/1447	.80/1571	.93/1691	1.04/1799	1.14/1876
1600	.47/1096	.58/1227	.70/1340	.81/1454	.92/1558	1.07/1684	1.19/1799	1.32/1884	1.45/1969
1800	.69/1239	.82/1353	.94/1466	1.07/1573	1.20/1679	1.36/1801	1.52/1898	1.67/1985	1.78/2078
2000	.96/1371	1.09/1482	1.24/1592	1.38/1703	1.54/1803	1.72/1932	1.89/2001	-	-

### Supplied Motor:

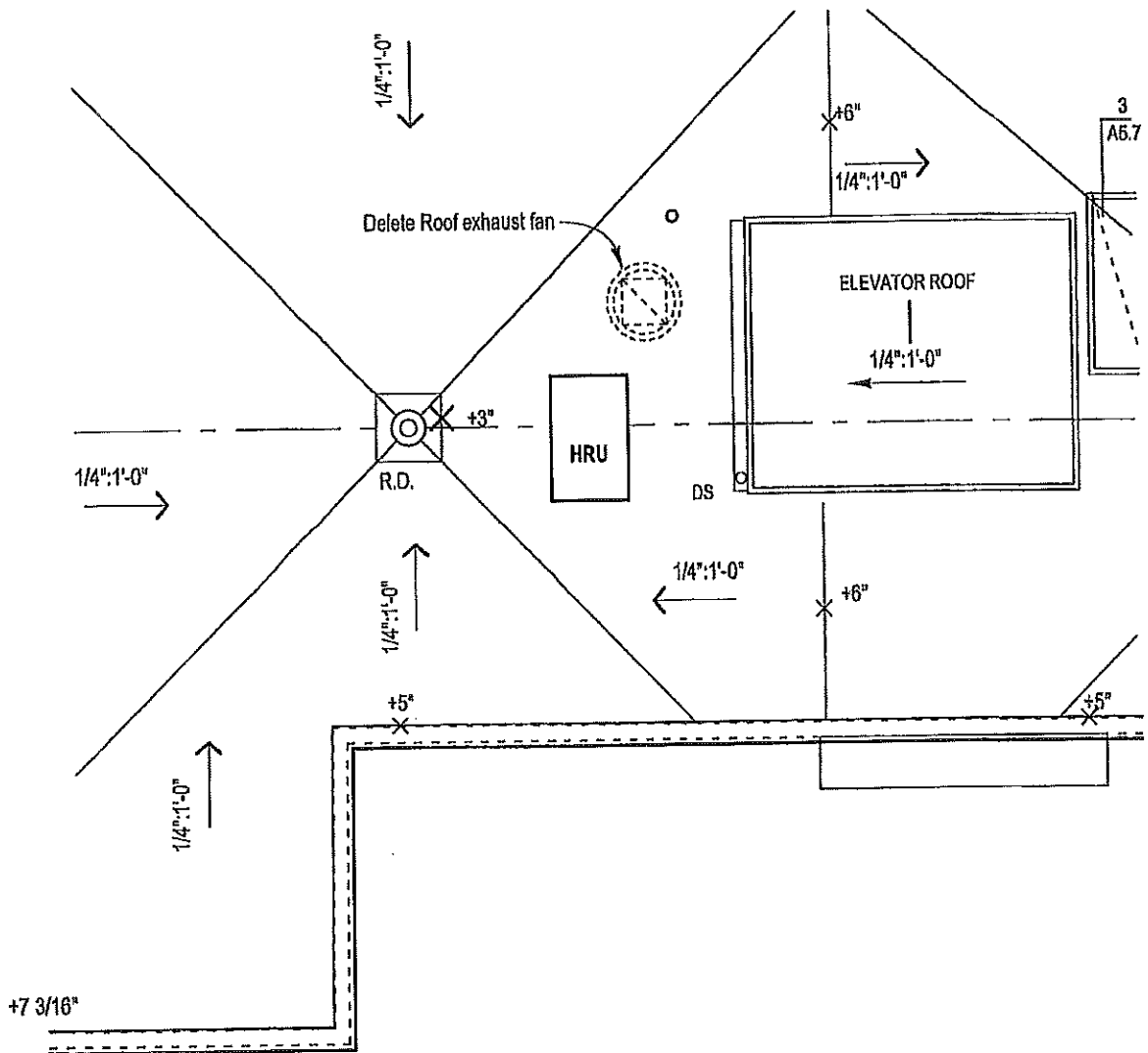
0.33 hp, 1725 rpm	0.75 hp, 1725 rpm	1.50 hp, 1725 rpm	2.00 hp, 1725 rpm
-------------------	-------------------	-------------------	-------------------

## FV-2000 Exhaust Fan Data

Airflow (scfm)	External Static Pressure (in.wg)*								
	-0.3	-0.1	0.1	0.3	0.5	0.75	1.0	1.25	1.5
	Motor Brake Horsepower/RPM								
800	.10/1462	.10/1718	.16/1954	.23/1127	.31/1289	.41/1480	.51/1603	.58/1724	.66/1821
1000	.10/1664	.18/1894	.27/1084	.35/1262	.46/1415	.57/1568	.68/1694	.77/1803	.87/1896
1200	.21/1882	.31/1058	.41/1226	.53/1397	.65/1536	.78/1669	.88/1789	1.00/1887	1.11/1985
1400	.37/1050	.48/1215	.61/1390	.76/1536	.88/1648	1.00/1779	1.14/1882	1.28/1986	1.39/2089
1600	.56/1219	.71/1394	.88/1542	1.02/1662	1.15/1775	1.30/1883	1.47/1991	1.59/2100	1.74/2208
1800	.83/1411	1.01/1558	1.18/1687	1.33/1798	1.48/1890	1.67/2064	1.82/2118	-	-
2000	1.17/1584	1.37/1726	1.55/1881	1.72/1927	1.89/2023	-	-	-	-

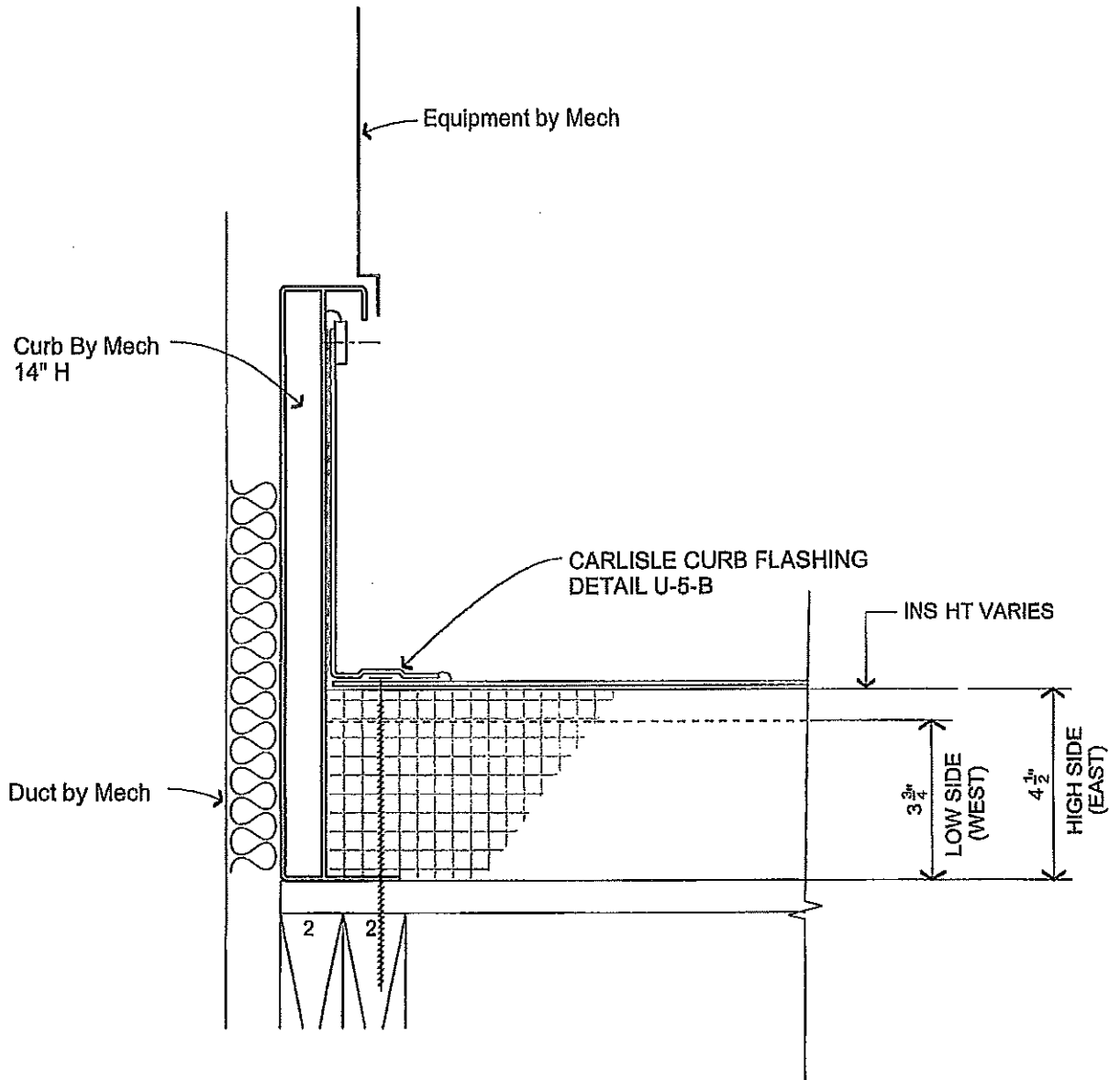
\* Positive statics reference external static pressures that work against the FV unit fan. Negative statics would work with the FV unit fan. For example, an FV preconditioner that is blowing into a mixing section of another air handling unit (AHU) with a -0.3" static pressure in the AHU mixing section would have an FV supply fan static of -0.3" and an exhaust fan static of +0.3". All statics internal to the FV unit are already included in the selection.





PARTIAL ROOF PLAN

3/16" = 1' - 0"



SECTION DETAIL

3" = 1' - 0"



## Bartlett Design

LIGHTING & ELECTRICAL ENGINEERING  
942 WASHINGTON STREET BATH, MAINE 04530  
TEL (207) 443-5447 FAX (207) 443-5560

### CLARIFICATIONS

**DATE:** July 14, 2009

**PROJECT:** Crescent Heights Apartment Suites  
Portland, Maine

**REF:** Heat Recovery Unit

**ARCHITECT:** Winton Scott Architects  
Portland, Maine

---

Provide a 20a/3p circuit breaker in Panel HP-1 #49,51,53 for the addition of Heat Recovery Unit, HRU-1, located on the roof. Coordinate the exact location with the mechanical contractor. Circuit the unit with 3 #12, 1 #12gnd, in a 1/2" conduit.

Provide a connection to a spare 20a/1p circuit breaker in Panel HP-1 #55 for a 120v receptacle built into HRU-1.

Delete the all individual unit exhaust fan connects.

**PROPOSAL REQUEST NO. 1**

July 10, 2009

**WINTON SCOTT ARCHITECTS**  
5 Milk Street Portland, Maine 04101

---

PROJECT: Crescent Heights

OWNER: Crescent Heights LLC

TO: Portland Builders Inc.

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to the proposed modifications to the Contract Documents described herein.

---

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

---

Description:

Provide a Heat Recovery Ventilation System for the building:

Delete bathroom exhaust fans, associated ductwork, wall caps, and HardieTrim.  
Delete corridor exhaust system and roof fan.  
Delete Through-Wall Ventilators.  
Delete roof fan electrical connections.

Add roof top heat recovery ventilation unit and supply and return ductwork system.  
Add fire rated drywall duct shaft, fire dampers and fire rated access panels.  
Add heat recovery unit electrical connections.

Attachments: Heat Recovery Unit Specifications, letter dated 6/9/09

SK 15A-L, dated 7/10/09

BY: Mark Wilcox

---

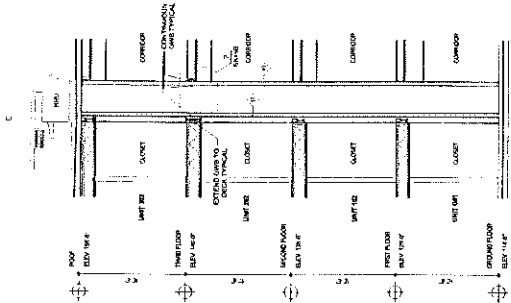
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**Crescent Heights**  
Apartment Suites  
Portland, Maine

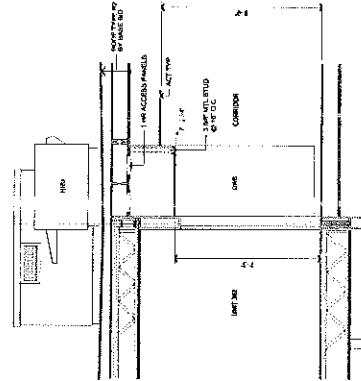
Owner  
Crescent Heights LLC  
Architect  
Winton Scott Architects  
Landscape / Civil Engineer  
Savage Technical  
Structural Engineer  
Boscher Structural Eng.  
Mechanical Engineer  
Mechanical Systems Eng.  
Lighting / Electrical Engineer  
Bertram Design

HRU SHAFT  
**SK 15A**  
SCALE: AS SHOWN

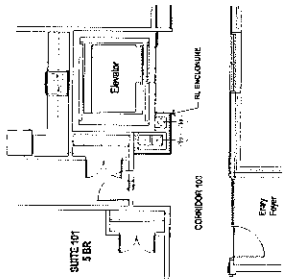
JULY 9, 2009



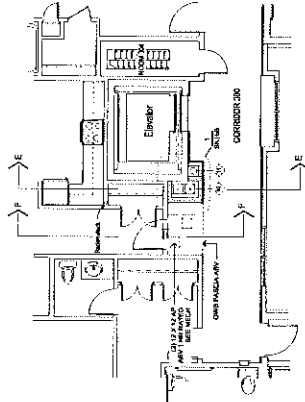
**E** SHAFT SECTION  
3/8" = 1'-0"



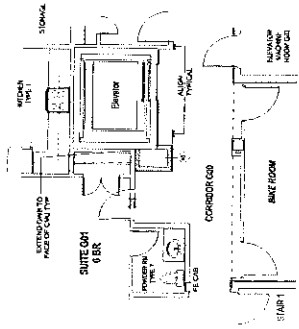
**F** ALCOVE SECTION  
3/8" = 1'-0"



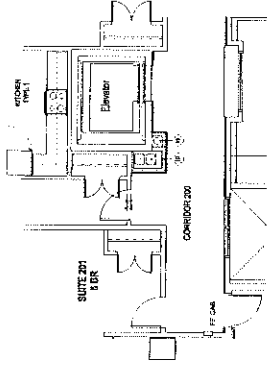
**B** FIRST FLOOR PLAN  
3/8" = 1'-0"



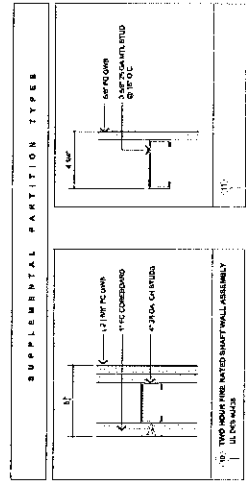
**D** THIRD FLOOR PLAN  
3/8" = 1'-0"



**A** GROUND FLOOR PLAN  
3/8" = 1'-0"



**C** SECOND FLOOR PLAN  
3/8" = 1'-0"



SUPPLEMENTAL PARTITION TYPES

**Crescent Heights**  
Apartment Suites  
Portland, Maine

**Owner**  
Crescent Heights LLC

**Architect**  
Wilton Scott Architects

**Landmarks / Civil Engineer**  
Savage Technical

**Structure Engineer**  
Decker Structural Eng.

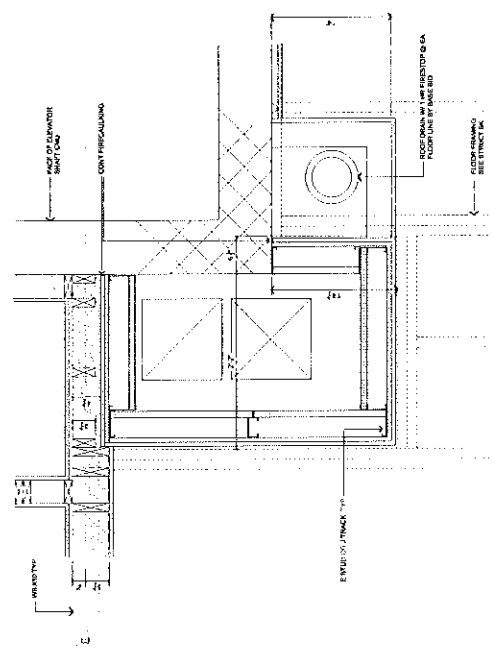
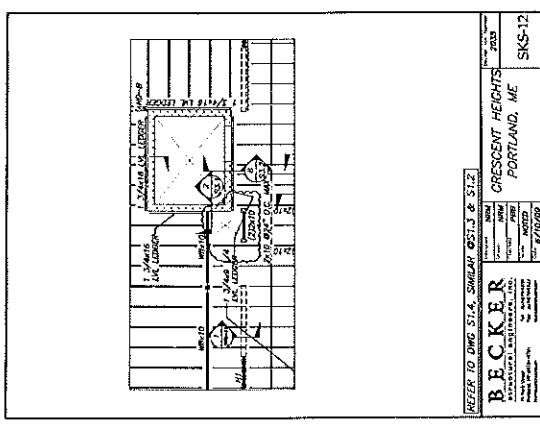
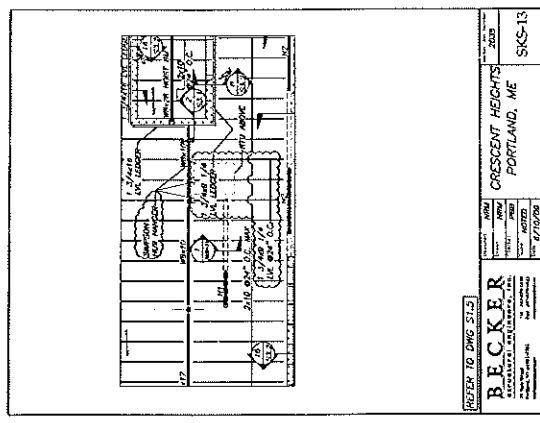
**Mechanical Engineer**  
Mechanical Systems Eng.

**Lifting / Electrical Engineer**  
Barlett Design

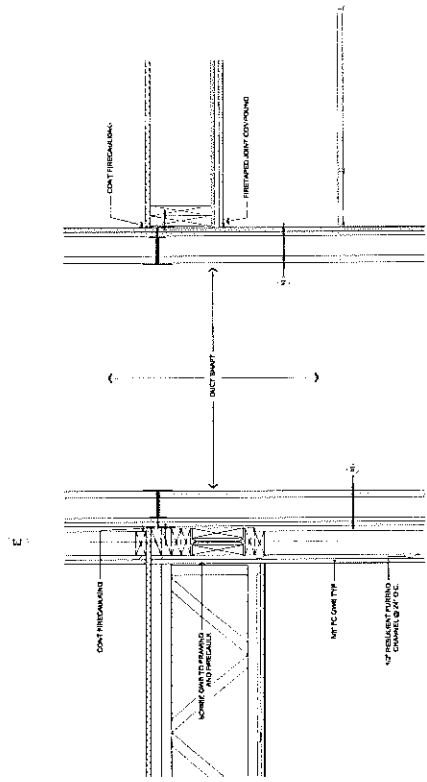
**HRU SHAFT**

**SK 15B**  
Scale AS B300A

JULY 9, 2009



**1** SHAFT PLAN DETAIL  
1/2" = 1'-0"



**2** SHAFT SECTION DETAIL  
1/2" = 1'-0"



APPROVED FOR CONSTRUCTION

**Crescent Heights**  
 Apartment Suites  
 Portland, Maine

**Owner**  
 Crescent Heights LLC

**Architect**  
 Witton Scott Architects

**Landscaping Civil Engineer**  
 George Perreault

**Structural Engineer**  
 Decker Structural Eng.

**Mechanical Engineer**  
 Mechanical Systems & Eng.

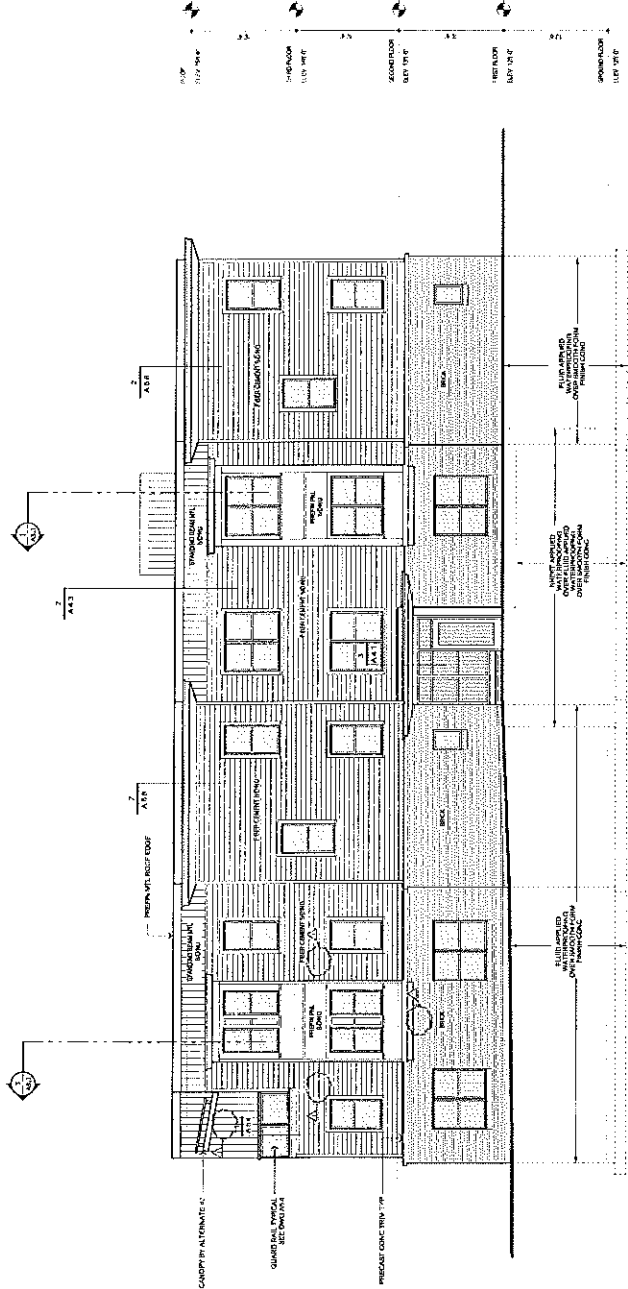
**Lighting/Electrical Engineer**  
 Bartlett Design

**BUILDING**  
**ELEVATIONS**

**A2.1**

Scale: 3/16" = 1'-0"

APRIL 2, 2009



**1 SOUTH BUILDING ELEVATION**  
 3/16" = 1'-0"

**HEAT RECOVERY SYSTEM**  
**SK 15C**  
 JULY 6, 2009

**NOTE**  
 THIS SYSTEM IS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.



**Crescent Heights**  
Apartment Suites  
Portland, Maine

**Owner**  
Crescent Heights LLC

**Architect**  
Winton Scott Architects

**Landscape Arch. Engineer**  
Sabago Technical

**Structural Engineer**  
Decatur Structural Eng.

**Mechanical Engineer**  
Mechanical Systems Eng.

**Lighting/Electrical Engineer**  
Dartlett Design

**BUILDING ELEVATIONS**

**A2.2**

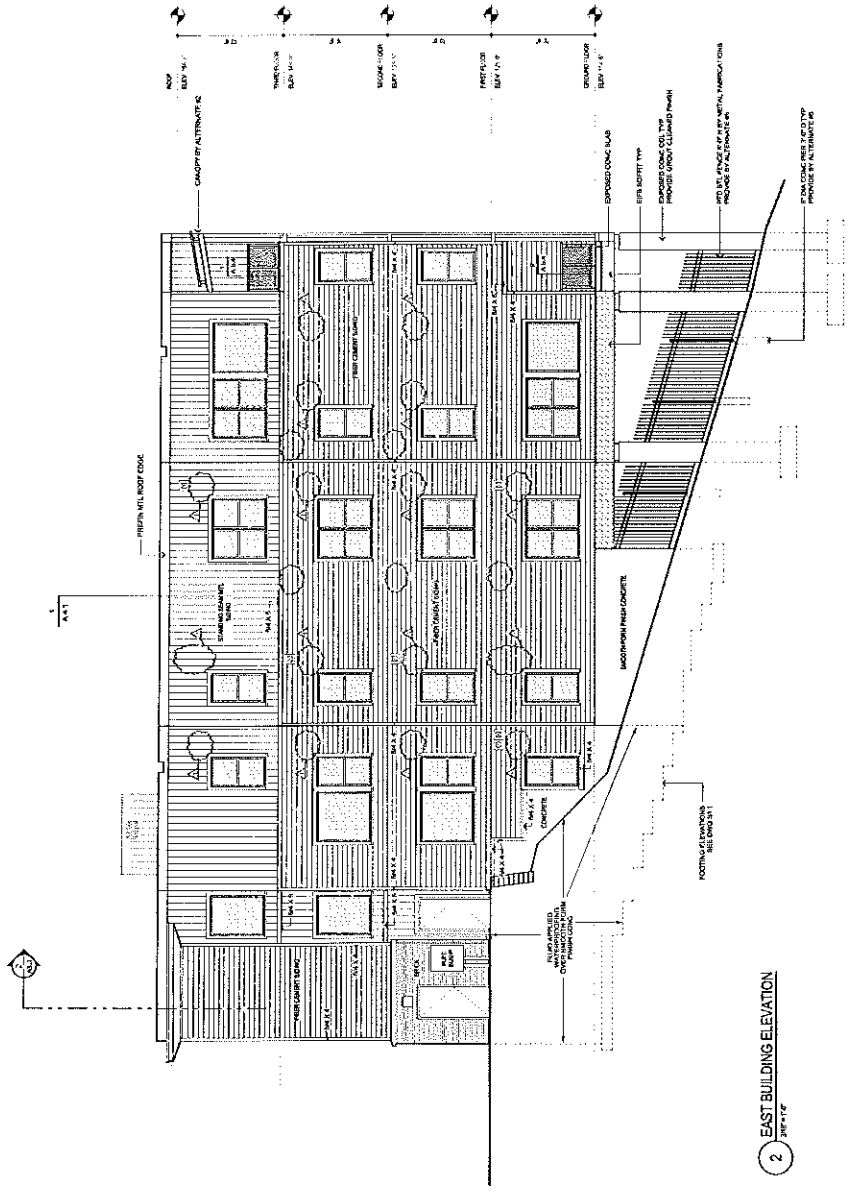
SCALE: 3/8" = 1'-0"

APRIL 2, 2009

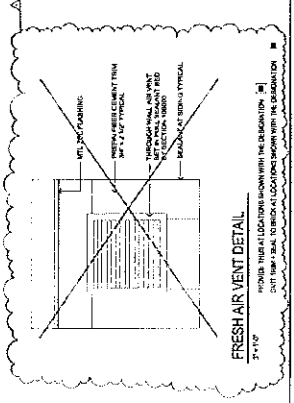
**HEAT RECOVERY SYSTEM**

**SK 15D**

JULY 9, 2009



**2 EAST BUILDING ELEVATION**



**FRESH AIR VENT DETAIL**

**EXHAUST WALL CAP DETAIL**

CONCRETE CAPS TO MATCH CAP PER ARCH SET IN FULL DRAWING SET

WHERE SHOWN WITH THE BUILDING PERFORM THIS DETAIL PER THE ELEVATION



APPROVED FOR THE STATE OF MAINE

# Crescent Heights Apartment Suites

Portland, Maine

**Owner**  
Crescent Heights LLC

**Architect**  
Winton Scott Architects

**Landscape Civil Engineer**  
Seaborg Technical

**Structural Engineer**  
Decker Structural Eng.

**Mechanical Engineer**  
Mechanical Systems Eng.

**Lighting/Electrical Engineer**  
Barrett Design

**BUILDING  
ELEVATIONS**

## A2.3

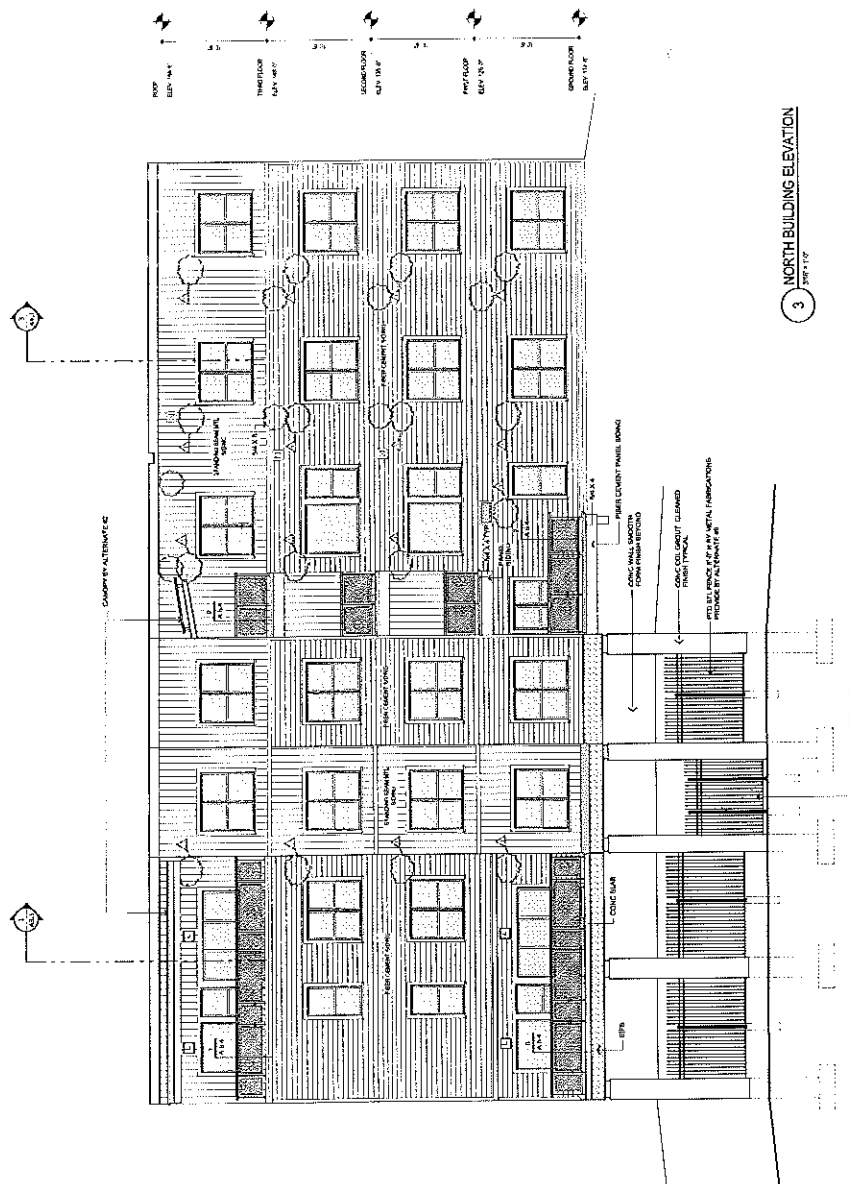
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APRIL 2, 2009

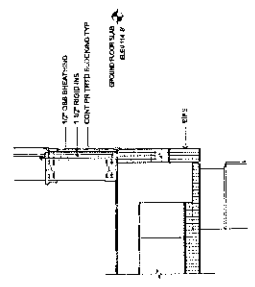
**HEAT RECOVERY SYSTEM**

# SK 15E

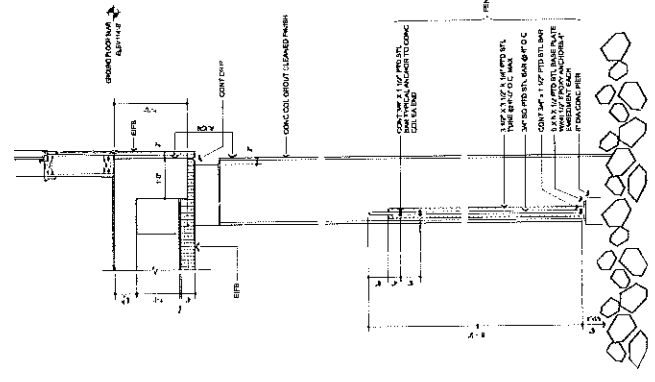
JULY 9, 2009



3 NORTH BUILDING ELEVATION  
3/8" = 1'-0"



UNDERSTOREY WALL SECTION BY ALTERNATE #2  
3/8" = 1'-0"



UNDERSTOREY WALL SECTION  
3/8" = 1'-0"



WINTON SCOTT ARCHITECTS, INC. PROFESSIONAL SEAL

# Crescent Heights Apartment Suites

Portland, Maine

Owner  
**Crescent Heights, LLC**

Architect  
**Winton Scott Architects**

Landscape / Civil Engineer  
Soilgas Technics

Structural Engineer  
Becker Structural Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Barliff Design

**BUILDING  
ELEVATIONS**

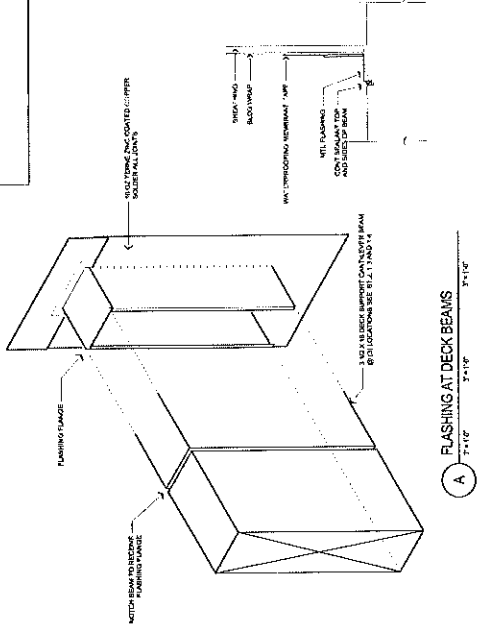
## A2.4

Scale: 3/8" = 1'-0"

APRIL 2, 2009

### HEAT RECOVERY SYSTEM SK 15F

JULY 6, 2009



WEST BUILDING ELEVATION  
3/8" = 1'-0"

A FLASHING AT DECK BEAMS  
3/8" = 1'-0"









201.2009 - CENTRAL HEAT RECOVERY SYSTEM

# Crescent Heights Apartment Suites

Owner  
Crescent Heights, LLC

Architect  
Winters 2008 Architects  
Landscape / Civil Engineer  
Duckworth  
Associates, PC  
Structural Engineer  
Bauer Architects, Inc.  
Mechanical Engineer  
Mechanical Systems, Inc.  
Lighting / Electrical Engineer  
Lambert Design

MECHANICAL  
DUCTWORK PLAN  
FIRST FLOOR

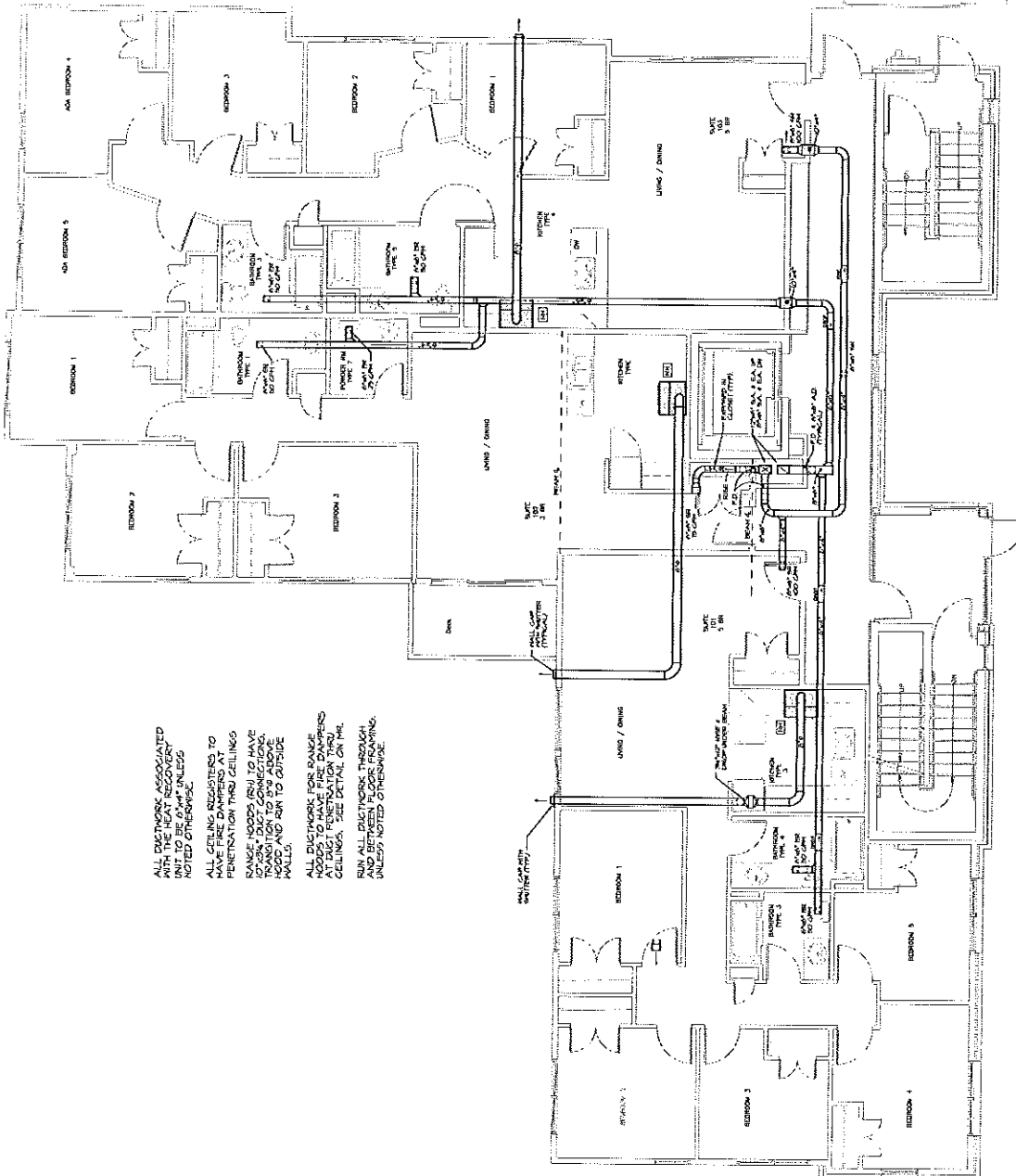
M6  
Scale: 1/4" = 1'-0"

MECHANICAL SYSTEMS ENGINEERS  
1000 W. PARKWAY, SUITE 400  
COLUMBIA, SC 29201  
PH: 803.733.1111  
WWW.MSE-SC.COM



Scale: 1/4" = 1'-0"

## HEAT RECOVERY SYSTEM SK 15i JULY 9, 2009



ALL DUCTWORK ASSOCIATED WITH THE HEAT RECOVERY SYSTEM SHALL BE UNLESS NOTED OTHERWISE.  
ALL CEILING REGISTERS TO PENETRATION THRU CEILINGS RANGE HOODS (RHH) TO HAVE 20% DUCT CONNECTIONS HOOD AND RHH TO ABOVE WALLS.  
ALL DUCTWORK FOR RANGE HOODS TO HAVE FIRE DAMPERS AT DUCT PENETRATION THRU CEILINGS. SEE DETAIL ON PHL.  
RUN ALL DUCTWORK THROUGH UNLESS NOTED OTHERWISE.



6/1 2009 - CENTRAL HEAT RECOVERY SYSTEM

# Crescent Heights Apartment Suites

Owner  
Crescent Heights LLC

Architect  
Wilson Scott Architects

Lead Engineer  
Landscape Civil Engineer  
Associated, Inc.

Structural Engineer  
Shapiro Coakley  
Shapiro Coakley Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Barnett Design

MECHANICAL  
DUCTWORK PLAN  
SECOND FLOOR

M7

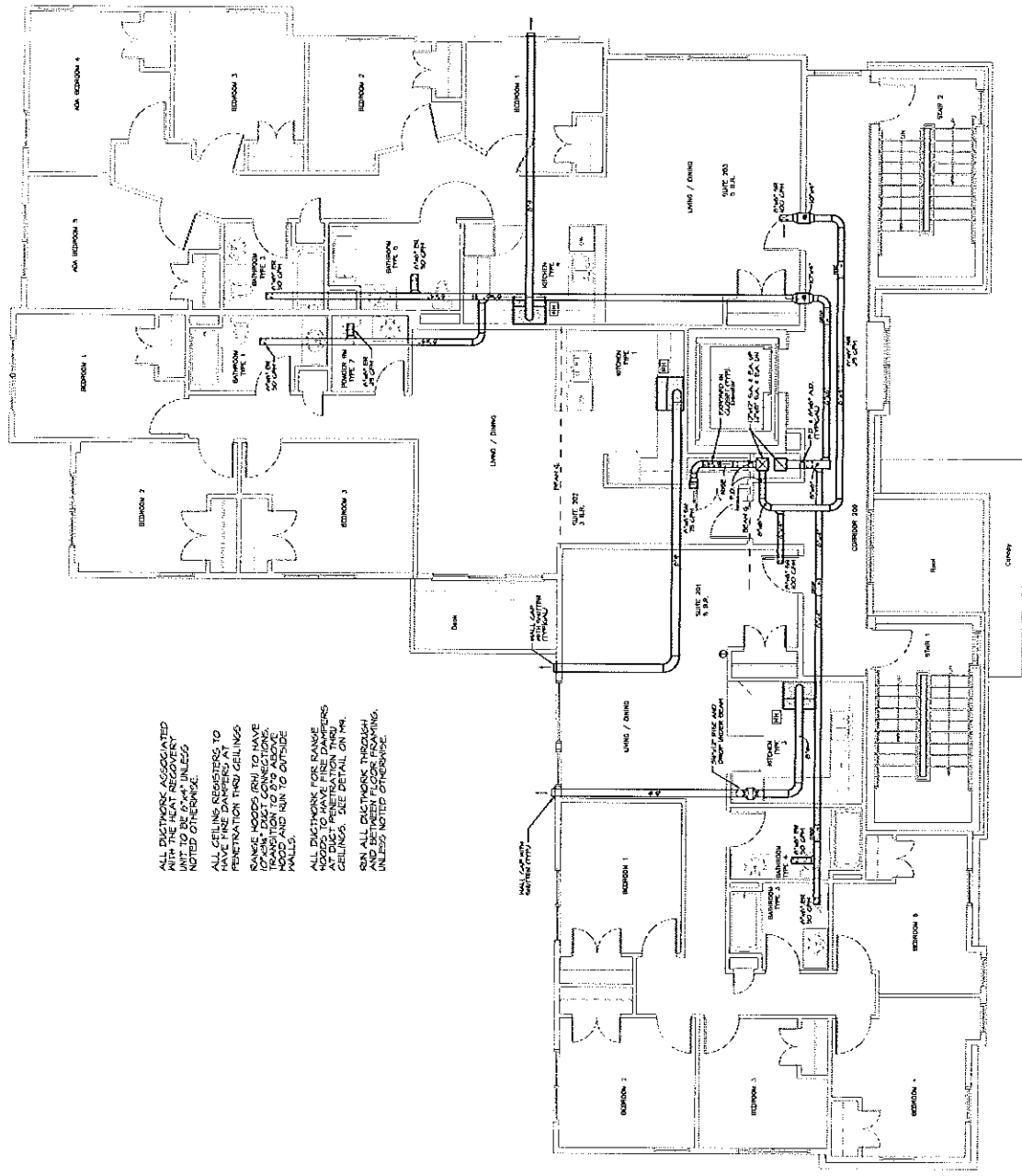
Scale: 1/4" = 1'-0"

APRIL 2, 2009

N.S.L. Proj. 0611

## HEAT RECOVERY SYSTEM SK 15J JULY 9, 2009

MECHANICAL SYSTEMS ENGINEERS  
1000 W. UNIVERSITY AVENUE, SUITE 100  
ANN ARBOR, MI 48106  
PH: 734.769.1100  
WWW.MSE-ENGINEERS.COM



ALL DUCTWORK ASSOCIATED WITH THE HEAT RECOVERY UNIT TO BE 8" MIN. UNLESS NOTED OTHERWISE.

ALL CEILING REGISTERS TO HAVE FIRE DAMPERS AT PENETRATION THRU CEILINGS.

RANGE HOODS (RHU) TO HAVE TRANSITION TO 8" DUCTWORK AND RUN TO OUTSIDE WALLS.

ALL DUCTWORK FOR RANGE HOODS (RHU) TO HAVE FIRE DAMPERS AT PENETRATION THRU CEILINGS. SEE DETAIL ON M9.

RUN ALL DUCTWORK THROUGH AND BETWEEN FLOOR JOISTS, UNLESS NOTED OTHERWISE.



- B. Unit shall be listed per ANSI/UL 1995, Heating and Cooling Equipment. Energy transfer ratings of the energy recovery wheel shall be ARI Certified. Units shall bear the AMCA Certified Rating Seals for Air Performance. Performance shall be as scheduled on plans. Exhaust discharge and outside air intake shall not be located on the same side of unit casings.
- C. Standard casing panels shall be 20 gauge galvanized steel, lined with ½ inch thick neoprene insulation. Housing shall be supported by a formed structural base forming a pan to ensure weather tight construction. Lifting holes shall be provided at the unit base. Units shall have a weatherproof sheet metal roof. The outdoor air intake opening shall be protected by a galvanized steel sheet metal weather hood and include an automatic shutoff damper with electric operator and time delay relay to give the damper an opportunity to open prior to the fan starting. The exhaust air discharge shall be covered with a gravity back draft damper and weather hood. The exterior of the unit shall be coated with an epoxy primer and a polyurethane enamel painting system for added protection. Painting system shall be rated to meet a 1500-hour salt spray test.
- D. Access to components shall be provided through a large, tightly sealed and easily removable access panel. Access panels shall be constructed of the same materials as the unit casing. The wheel cassette shall be easily removable from the unit. The roof of the unit shall also be removable for access.
- E. The supply air and exhaust air from the building shall be oriented for a vertical inlet and discharge.
- F. Fans shall be double width double inlet design with forward curve type wheels. The blades shall be designed for maximum efficiency and quiet operation. Impellers shall be statically and dynamically balanced.

Fans shall be driven using belts and sheaves. Motors shall be standard NEMA frame with open drip-proof enclosures. V-belt drives shall be designed for a minimum 1.2 service factor.

- G. The rotor media (energy wheel) shall be made of aluminum, coated to prohibit corrosion. All surfaces shall be coated with a non-migrating adsorbent specifically developed for the selective transfer of water vapor. The desiccant shall utilize a 3A molecular sieve certified by the manufacturer to have an internal pore diameter distribution which limits adsorption to materials not larger than the critical diameter of a water molecule (2.8 angstroms). Verification in writing shall be presented from the desiccant manufacturer confirming that the internal pore diameter distribution inherent in the desiccant being provided limits adsorption to materials not larger than the critical diameter of a water molecule (2.8 angstroms). In addition, the face of the media shall be coated with an acid resistant coating to provide maximum protection against face oxidation. Equal sensible and latent recovery efficiencies shall be clearly documented through a certification program conducted in accordance with ASHRAE 84 and ARI 1060 standards. The media shall be cleanable with low temperature steam, hot water or light detergent, without degrading the latent recovery. Dry particles up to 600 microns shall freely pass through the media. Wheel media shall be independently tested and shown to conform to the requirements of NFPA-90A, documenting a flame spread of less than 25 and a smoke generation rating of less than 50.

Manufacturers using wheels with a rotor based on non-aluminum materials (i.e., paper, plastic or Mylar) that require periodic replacement shall provide the owner with a spare wheel for each unit or equivalent wheel segments for future use and storage.

- H. The cross-contamination characteristics of the selected desiccant shall also be certified by an independent third party. If said certification is not available, the outside air requirement for each specified unit shall be multiplied by a factor given in the table below for each desiccant. It shall be the contractor's responsibility to resize the duct work / air conditioning equipment and take responsibility for proper system operation at the higher OA CFM if a desiccant other than 3A is used.
- I. The rotor cassette shall be a sheet metal framework, which limits the deflection of the rotor due to air pressure. The cassette shall be made of galvanized steel to prevent corrosion. The rotor cassette shall be easily removable from the Energy Recovery Unit to facilitate rigging (if necessary) and ease of service. The wheel cassette design shall use pillow block bearings for long life. A non-adjustable purge sector shall be included in the cassette.
- J. Filters shall be 1 inch thick permanent aluminum washable type mounted in the outside air hood and in the return air plenum. The filters shall be listed by Underwriters' Laboratories as Class 2.
- K. Unit shall include an integral airflow monitoring station with the ability to read both ventilation and exhaust airflow expressed in CFM. Monitor gauge to be flush mounted on unit exterior and watertight. Monitor shall be SEMCO Model AQFlow or Ruskin Model IAQ50 Integral Monitor/Damper, or approved equal.
- L. Unit shall be equipped with a rotation sensor and controller such that should the energy recovery wheel not rotate during a signaled run period, the controller shall send a 24 volt AC signal suitable for operating a relay to be used as an alarm contact. The controller shall not initiate an alarm during a stop/jog function. In addition, this controller shall be equipped with an outdoor air temperature sensor such that the energy recovery wheel can be stopped during moderate temperature periods if desired. The controller shall perform a stop/jog function for the wheel long enough to promote the self-cleaning features of the wheel but not long enough to induce energy recovery. This same temperature controller shall allow the energy recovery wheel to be operated in stop/jog mode during very low temperature periods to prevent freezing of the wheel while still delivering outdoor air through the unit
- M. Unit shall be equipped with an electric preheat coil located in the fresh air inlet. Coils shall be of the resistance type with elements enclosed in a steel sheath with fins and painted with a baked on aluminum paint. Coils shall include thermal cutout protection with automatic primary protection and a secondary manual reset linear thermal cutout. Coils shall have magnetic safety and backup contactors, main disconnect, fusing, control transformer, air flow interlock switch and SCR controller. Coils shall be UL Listed and constructed in accordance with NEC requirements. A temperature controller shall be located in the outdoor air section of the unit and shall supply the signal to the SCR controller.
- N. Unit shall require a single point 60-cycle power connection. See schedule for voltage and phase requirements. The electrical panel shall consist of individual motor contactors, short circuit and overload protection, disconnect switch (for pre-heaters) and control power transformer. The NEMA 3R electrical panel shall be mounted on the unit exterior for ease of access. A factory installed and wired 120 volt convenience outlet shall be provided inside the panel. Unit shall be ETL listed and labeled.

- O. Manufacturer shall warrant to Owner that for a period of not less than eighteen (18) months from the date of shipment the goods to be delivered to Owner will in all material respects be free from defects in material and workmanship when used in a proper and normal manner. Should any failure to conform to the above appear within eighteen months after the date of shipment, manufacturer agrees upon prompt notification thereof during the Warranty Period and confirmation to manufacturer's satisfaction that the goods have been stored, installed, operated and maintained properly and in accordance with standard industry practice, to correct the non-conformity at manufacturer's option either by repairing any defective part or parts or by making available at manufacturer's plant a repaired or replacement part.

Manufacturer shall warrant to the Owner for a period of not less than 60 months that the wheel contained in the energy recovery unit in all material respects to be free from defects in material and workmanship when used in a proper and normal manner. For warranty purposes the wheel includes, media, desiccant coating, wheel hub, wheel rim and spokes.

- P. Provide a remote control panel for unit located in Mechanical G06. Panel shall contain:
1. Rotation detection
  2. On-Off-Auto switch
  3. Wheel Stop/Jog Frost Protection
- Q. Provide factory authorized start-up and Owner training by a factory authorized representative.
- R. Submittals must include performance data which incorporates total unit energy consumption (fan power, wheel operation, energy recovery, etc.) vs. energy savings.
- S. Unit shall be Semco FV series for vertical ducting and provided with factory insulated curbs not less than 14 inches high. Contractor shall fill the curb with fiberglass batt insulation for added thermal and sound protection. Equivalent units meeting the requirements of this specification by Greenheck will be considered.

## 2.22 AUTOMATIC TEMPERATURE CONTROL (ATC)

- N. Description of Operation

Add the following:

### 10. Heat Recovery Unit

Heat recovery unit shall operate from its own internal controls. Unit will be provided with a factory control panel to be mounted in Mechanical G06. ATC contractor shall be responsible to mount panels and provide ATC wiring unless other arrangements are made with the Heat Recovery Unit vendor.

### 11. Duct Heating Coil (DHC)

- a. A modulating valve on the hot water supply to the duct heating coil shall modulate to provide heat in response to discharge temperature. Locate the sensor within 20 feet downstream of each coil. Set initially for 75°F.
- b. When outdoor temperature falls below 40°F, the valves shall open to maintain not less than 33.1/3 percent flow through each coil at all times



regardless of HRU operation. A freeze protection thermostat shall open the hot water valve 100% if discharge temperature falls below 50°F. If discharge temperature falls to 40°F, power to the HRU shall be interrupted. Provide an alarm relay with a signal to the Community Room Office, exact location to be determined. A delay shall be built into the freeze protection to permit time for the coil to reach initial warm up if the fan has been off for more than one hour.

- c. Mount setpoints for freeze protection and discharge thermostats adjacent to HRU control panel in Mechanical G06.

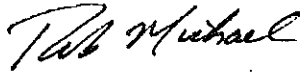
#### END OF SPECIFICATION MODIFICATION

Additionally, I am including sheets M3, M4, M5, M6, M7, M8 and M10.

Please call with any questions or comments you may have.

Very Truly Yours,

MECHANICAL SYSTEMS ENGINEERS, INC.



Rob Michael  
remmse@maine.rr.com

Enc.

**WINTON SCOTT ARCHITECTS**

5 Milk Street  
PORTLAND, MAINE 04101

**LETTER OF TRANSMITTAL**

(207) 774-4811  
FAX (207) 774-3083

DATE	5.12.10	JOB NO.	
ATTENTION			
RE:	Crescent Heights		

TO  
Jeannie Borque

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

- Shop drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	7.9.09		Heat Recovery System

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**

MAY 12 2010

Dept. of Building Inspections  
City of Portland Maine

COPY TO \_\_\_\_\_

SIGNED: Mark

If enclosures are not as noted, kindly notify us at once.

originally Built &  
Designed for

25 Crescent St 3013#  
53-E-5 - Built 1910  
Demo permit already  
taken out #09-0273

29 Crescent St 4134#  
53-E-14-15 Built 1910  
#09-0272  
Demo permit

15 Crescent St 4275#  
53-F-6 Built 1879  
Demo # 09-0274

Memorandum  
Department of Planning and Urban Development  
Planning Division

---



TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: May 27, 2010

RE: C. of O. for # 29 Crescent Street, Crescent Heights  
(Id#2008-0140) (CBL 053 E 003001)

---

After visiting the site, I have the following comments:

Site work complete:

At this time, I recommend issuing a **Permanent Certificate of Occupancy**.

Cc: Inspection Services Manager  
File: Barbara Barhydt, Development Review Services Manager  
File: Urban Insight

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0472	Date Applied For: 05/18/2009	CBL: 053 E003001
-----------------------	---------------------------------	---------------------

Location of Construction: 25 Crescent St	Owner Name: CRESCENT HEIGHTS LLC	Owner Address: 17 CHESTNUT ST	Phone:
Business Name:	Contractor Name: Portland Builders, Inc.	Contractor Address: P.O. Box 4902 Portland	Phone (207) 879-0118
Lessee/Buyer's Name	Phone:	Permit Type: Multi Family	

Proposed Use: Construction of a 44 BD RM Rooming Lodging House	Proposed Project Description: Construction of a 44 BD RM Rooming Lodging House
---	---

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 05/19/2009  
**Note:** **Ok to Issue:**   
 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.  
 2) Separate permits shall be required for any new signage.  
 3) This property shall remain a residential 44 rooming unit lodging house . Any change of use shall require a separate permit application for review and approval.  
 4) Separate permits shall be required for future decks, sheds, pools, and/or garages.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Chris Hanson      **Approval Date:** 08/11/2009  
**Note:** **Ok to Issue:**   
 1) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.  
 2) Your guardrail system installed around your deck must meet the loading requirements of section 1607.7.1 of the IBC 2003 Building Code.  
 3) The design load spec sheets for any engineered beam(s) / Trusses must be submitted to this office.  
 4) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.  
 5) All penetrations between dwelling units and dwelling units and common areas shall be protected with approved firestop materials, and recessed lighting/vent fixtures shall not reduce the (1 hour) required rating per Sec. 712 of IBC  
 6) Guards must be 42 inches in height with openings less than 4 inches. Graspable rails must be installed on both sides of the stair guard at 34" to 38". Stair treads shall not be less than 11". Stair risers shall not be more than 7".  
 7) All penetrations through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.  
 8) Separate Permits shall be required for any new signage.

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Capt Keith Gautreau      **Approval Date:** 05/27/2009  
**Note:** Waiting for Mark to drop off Life Safety Plan. 5/27. KG **Ok to Issue:**   
 1) All construction shall comply with NFPA 101  
 2) All fire alarm records required by NFPA 72 should be stored in an approved cabinet located at the FACP and keyed alike, labeled "FIRE ALARM RECORDS".  
 3) The sprinkler system shall be installed in accordance with NFPA 13.  
 4) A separate Sprinkler System Permit is required per the Fire Department.  
 5) Installation of a Fire Alarm system requires a Knox Box to be installed per city ordinance

Location of Construction: 25 Crescent St	Owner Name: CRESCENT HEIGHTS LLC	Owner Address: 17 CHESTNUT ST	Phone:
Business Name:	Contractor Name: Portland Builders, Inc.	Contractor Address: P.O. Box 4902 Portland	Phone (207) 879-0118
Lessee/Buyer's Name	Phone:	Permit Type: Multi Family	

- 6) The fire alarm system shall comply with NFPA 72. Compliance letter is required.
- 7) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 8) Emergency lights and exit signs are required
- 9) New elevators are required to fit an 80" x 24" stretcher.
- 10 Fire alarm system requires a Masterbox connection per city ordinance.
- 11 Walls in structure are to be labeled according to fire resistance rating. IE; 1 hr. / 2 hr. / smokeproof.
- 12 Emergency lights are required to be tested at the electrical panel.
- 13 Sprinkler protection shall be maintained.  
Where the system is to be shut down for maintenance or repair, the system shall be checked at the end of each day to insure the system has been placed back in service.
- 14 Fire Alarm system shall be maintained.  
If system is to be off line over 4 hours a fire watch shall be in place.  
Dispatch notification required 874-8576.
- 15 The Standpipe system shall be installed in accordance with NFPA 14.  
A signed compliance letter will be required.
- 16 A separate Fire Alarm System Permit is required per the Fire Department.
- 17 System acceptance and commissioning must be co-ordinated with alarm and suppression system contractors and the Fire Department. Call 874-8703 to schedule.

Dept: Public Services	Status: Pending	Reviewer:	Approval Date:	Ok to Issue: <input type="checkbox"/>
Note:				
Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date:	Ok to Issue: <input checked="" type="checkbox"/>
Note:				
Dept: Parks	Status: Pending	Reviewer:	Approval Date:	Ok to Issue: <input type="checkbox"/>
Note:				
Dept: Fire	Status: Approved with Conditions	Reviewer: Capt Greg Cass	Approval Date:	Ok to Issue: <input type="checkbox"/>
Note:				
Dept: DRC	Status: Approved	Reviewer: Philip DiPierro	Approval Date: 04/15/2009	Ok to Issue: <input checked="" type="checkbox"/>
Note:				
Dept: Planning	Status: Approved with Conditions	Reviewer: Barbara Barhydt	Approval Date: 01/27/2009	Ok to Issue: <input checked="" type="checkbox"/>
Note:				

<b>Location of Construction:</b> 25 Crescent St	<b>Owner Name:</b> CRESCENT HEIGHTS LLC	<b>Owner Address:</b> 17 CHESTNUT ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Portland Builders, Inc.	<b>Contractor Address:</b> P.O. Box 4902 Portland	<b>Phone</b> (207) 879-0118
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Multi Family	

**Comments:**  
5/19/2009-mes: I have stamped approved site plans from Planning - But WAIT for a final OK from Planning before issuing permit.

# BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.  
NOTE: There is a \$75.00 fee per inspection at this point.
- Foundation Inspection: Prior to placing ANY backfill for below grade occupiable space
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

Donna Tang  
Signature of Applicant/Designee

8/18/09  
Date

Greg Sweet  
Signature of Inspections Official

8/18/09  
Date





**From:** Marge Schmuckal  
**To:** Barbara Barhydt  
**Date:** 5/19/2009 9:17:30 AM  
**Subject:** 29 Crescent St

Barbara,  
We have a building permit application for this project. I do have stamped approved site plans. However, let me know if and when we can issue the permit.  
Thanks,  
Marge

Need - S-1.0 -  $\rightarrow$  Copies -  
S-1.1 -

Statement of Special Inspection  
+  
List of Special Inspectors

**CITY OF PORTLAND**  
**DEPARTMENT OF PLANNING & URBAN DEVELOPMENT**

389 Congress Street  
 Portland, Maine 04101

**INVOICE FOR PERMIT FEES**

<b>Application No:</b> 9-0466	<b>Applicant:</b> CRESCENT HEIGHTS LLC
<b>Project Name:</b>	<b>Location:</b> 29 CRESCENT ST
<b>CBL:</b> 053 E014001	<b>Development Type:</b>
<b>Invoice Date:</b> 05/18/2009	

<b>Previous Balance</b>	-	<b>Payment Received</b>	+	<b>Current Fees</b>	-	<b>Current Payment</b>	=	<b>Total Due</b>		<b>Payment Due Date</b>
\$0.00		\$0.00		\$21,095.00		\$21,085.00		\$10.00		On Receipt

**First Billing**

<b>Previous Balance</b>	<b>\$0.00</b>
-------------------------	---------------

Fee Description	Qty	Fee/Deposit Charge
Certificate of Occupancy	1	\$75.00
Building Permit Fee First \$1000	1	\$30.00
Building Permit Fee Add'l \$1000	1	\$20,990.00
		\$21,095.00
<b>Total Current Fees:</b>		<b>+ \$21,095.00</b>
<b>Total Current Payments:</b>		<b>- \$21,085.00</b>
<b>Amount Due Now:</b>		<b>\$10.00</b>

-----  
 Detach and remit with payment

**Bill to:** CRESCENT HEIGHTS LLC  
 17 CHESTNUT ST  
 PORTLAND, ME 04101

CBL 053 E014001  
**Application No:** 9-0466  
**Invoice Date:** 05/18/2009  
**Invoice No:** 34536  
**Total Amt Due:** \$10.00  
**Payment Amount:**

Make checks payable to the *City of Portland*, ATTN: Inspections, 3rd Floor, 389 Congress Street, Portland, ME 04101.

**CITY OF PORTLAND**  
**DEPARTMENT OF PLANNING & URBAN DEVELOPMENT**  
 389 Congress Street  
 Portland, Maine 04101

**INVOICE FOR PERMIT FEES**

<b>Application No:</b> 9-0466	<b>Applicant:</b> CRESCENT HEIGHTS LLC
<b>Project Name:</b>	<b>Location:</b> 29 CRESCENT ST
<b>CBL:</b> 053 E014001	<b>Development Type:</b>
<b>Invoice Date:</b> 05/18/2009	

<b>Previous Balance</b>	-	<b>Payment Received</b>	+	<b>Current Fees</b>	-	<b>Current Payment</b>	=	<b>Total Due</b>	<b>Payment Due Date</b>
\$0.00		\$0.00		\$21,095.00		\$21,085.00		\$10.00	On Receipt

**First Billing**

<b>Previous Balance</b>	<b>\$0.00</b>
-------------------------	---------------

<b>Fee Description</b>	<b>Qty</b>	<b>Fee/Deposit Charge</b>
Certificate of Occupancy	1	\$75.00
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		<u>\$21,095.00</u>
<b>Total Current Fees:</b>	+	<b>\$21,095.00</b>
<b>Total Current Payments:</b>	-	<b>\$21,085.00</b>
<b>Amount Due Now:</b>		<b>\$10.00</b>

-----  
 Detach and remit with payment

**Bill to:** CRESCENT HEIGHTS LLC  
 17 CHESTNUT ST  
 PORTLAND, ME 04101

CBL 053 E014001  
**Application No:** 9-0466  
**Invoice Date:** 05/18/2009  
**Invoice No:** 34536  
**Total Amt Due:** \$10.00  
**Payment Amount:**

Make checks payable to the *City of Portland*, ATTN: Inspections, 3rd Floor, 389 Congress Street, Portland, ME 04101.

Mark Wilcox - 774-4811

1. Shaft by Elevator - 2 hrs. (4 stories)
2. Shafts -
3. Com CK = Energy Code -
4. STATEMENT of Special Inspections

25 Crescent  
Shafts  
(Sect. 5) A5.3  
4 stories  
2 hr.

Hood's

Energy Code  
com. CK.

25 Crescent St.

6/1, 6/2 - 6/4

STATEMENT of Spec Inspections - requested 6/2

Geo-tech - Site Class D

A. Erosion Control

B. Remove found. completely.

C. By-Pad - 1. Smooth bucket

2.  $6'' =$  crushed stone / fabric.

3. remove fill add structural fill or Geo piers.

SW Cole

Rec. 6/4

SW Cole - Spec. Insp. - **COND.**

4 = under drains + perimeter drains.

Non Tentative 6/2

X

Needs Pre-Con MTA per Phil D. + Planning (reg. - Pre-Con.)  
Guarantees and Conditions of Approval. 6/2  
Alan Victor /

Rec. 6/4

Rec. ?	6/4	Quality Assurance plan	per sect.	1705 - 1705.2
Rec. ?	6/4	Quality Assurance plan	" "	1706 - 1706.2



# Certificate of Design Application

From Designer: Winton Scott Architects  
 Date: \_\_\_\_\_  
 Job Name: Crescent Heights  
 Address of Construction: 25 Crescent St.

## 2003 International Building Code

Construction project was designed to the building code criteria listed below:

\* STRUCTURAL PER IBC 03

Building Code & Year IBC 06 Use Group Classification (s) R-2 Boarding House (Not Transient)  
 Type of Construction IA

Is the Structure mixed use? No If yes, separated or non separated or non separated (section 302.3) \_\_\_\_\_

Geotechnical/Soils report required? (See Section 1802.2) COMPLETED

### Structural Design Calculations

COMPLETED Submitted for all structural members (106.1 - 106.11)

### Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (1603.11, 1807)

Floor Area Use	Loads Shown
<u>MULTIFAMILY -</u>	
<u>PRIVATE ROOMS &amp; CORRIDORS</u>	<u>40 PSF</u>
<u>STAIRS</u>	<u>100 PSF</u>

### Wind loads (1603.1.4, 1609)

\_\_\_\_\_ Design option utilized (1609.1.1, 1609.6)  
100 MPH Basic wind speed (1809.3)  
II, 1.0 Building category and wind importance Factor,  $I_w$  (table 1604.5, 1609.5)  
B Wind exposure category (1609.4)  
1.0, 1.0 Internal pressure coefficient (ASCE 7)  
20 PSF Component and cladding pressures (1609.1.1, 1609.6.2.2)  
17 PSF Main force wind pressures (1603.1.1, 1609.6.2.1)

### Earth design data (1603.1.5, 1614-1623)

EQUIV FORCE Design option utilized (1614.1)  
I Seismic use group ("Category")  
.371, .150 Spectral response coefficients,  $S_D$  &  $S_1$  (1615.1)  
D Site class (1615.1.5)

N/A Live load reduction  
20 PSF Roof live loads (1603.1.2, 1607.11)  
40 PSF + DRIFT Roof snow loads (1603.7.3, 1609)  
60 PSF Ground snow load,  $P_g$  (1608.2)  
40 PSF If  $P_g > 10$  psf, flat-roof snow load  $P_f$   
1.0 If  $P_g > 10$  psf, snow exposure factor,  $C_e$   
1.0 If  $P_g > 10$  psf, snow load importance factor,  $I_s$   
1.1 Roof thermal factor,  $C_t$  (1608.4)  
N/A Sloped roof snowload,  $P_s$  (1608.4)  
C Seismic design category (1616.3)  
LIGHT-FRAMED SHEAR PANELS Basic seismic force resisting system (1617.6.2)  
6.5 Response modification coefficient,  $R$ , and deflection amplification factor,  $C_d$  (1617.6.2)

EQUIV FORCE Analysis procedure (1616.6, 1617.5)  
26k Design base shear (1617.4, 1617.5.1)

### Flood loads (1803.1.6, 1612)

N/A Flood Hazard area (1612.3)  
N/A Elevation of structure

### Other loads

N/A Concentrated loads (1607.4)  
N/A Partition loads (1607.5)  
N/A Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



*State of Maine*  
*Department of Public Safety*  
**Construction Permit**



Reviewed  
for Barrier  
Free

# 18328

Sprinkled  
Sprinkler Supervised

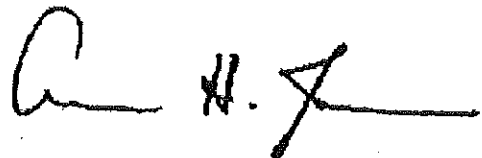
**CRESCENT HEIGHTS**  
Located at: 22 CRESCENT ST.  
**PORTLAND**  
Occupancy/Use: HOTEL/MOTEL

**Permission is hereby given to:**  
**DEVELOPERS COLLABORATIVE**  
  
**17 CHESTNUT ST.**  
**PORTLAND, ME 04101**

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

*This permit will expire at midnight on the 7 th of October 2009*

Dated the 8 th day of April A.D. 2009



Commissioner

**Copy-2 Architect**

Comments:

MARK WILCOX  
WINTON SCOTT ARCHITETCS  
5 MILK STREET  
PORTLAND, ME 04101





# New Commercial Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

## One (1) complete Set of construction drawings must include:

Note: Construction documents for costs in excess of \$50,000.00 must be prepared by a Design Professional and bear their seal.

- Cross sections w/framing details
- Detail of any new walls or permanent partitions
- Floor plans and elevations
- Window and door schedules
- Foundation plans with rebar specifications and required drainage and damp proofing (if applicable)
- Detail egress requirements and fire separations
- Insulation R-factors of walls, ceilings, floors and U-factors of windows as per the IECC 2003
- Complete the Accessibility Certificate and The Certificate of Design
- A statement of special inspections as required per the IBC 2003
- Complete electrical and plumbing layout.
- Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review.
- Reduced plans or electronic files in PDF format are required if originals are larger than 11" x 17".
- Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal & external plumbing, HVAC and electrical installations.

## Nine (9) copies of the minor (< 10,000 sf) or major (> 10,000 sf) site plan application is required that includes:

- A stamped boundary survey to scale showing north arrow, zoning district and setbacks to a scale of  $\geq 1" = 20'$  on paper  $\geq 11" \times 17"$
- The shape and dimension of the lot, footprint of the proposed structure and the distance from the actual property lines. Photocopies of the plat or hand draw footprints not to scale will not be accepted.
- Location and dimensions of parking areas and driveways, street spaces and building frontage
- Finish floor or sill elevation (based on mean sea level datum)
- Location and size of both existing utilities in the street and the proposed utilities serving the building
- Existing and proposed grade contours
- Silt fence (erosion control) locations

**Fire Department requirements.**

The following shall be submitted on a separate sheet:

- Name, address and phone number of applicant **and** the project architect.
- Proposed use of structure (NFPA and IBC classification)
- Square footage of proposed structure (total and per story)
- Existing and proposed fire protection of structure.
- Separate plans shall be submitted for
  - a) Suppression system
  - b) Detection System (separate permit is required)
- A separate Life Safety Plan must include:
  - a) Fire resistance ratings of all means of egress
  - b) Travel distance from most remote point to exit discharge
  - c) Location of any required fire extinguishers
  - d) Location of emergency lighting
  - e) Location of exit signs
  - f) NFPA 101 code summary
- Elevators shall be sized to fit an 80" x 24" stretcher.

**For questions on Fire Department requirements call the Fire Prevention Officer at (207) 874-8405.**

**Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

**Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost**

**This is not a Permit; you may not commence any work until the Permit is issued.**

# Statement of Special Inspections - Exhibit A

Project: *Crescent Heights Apartment Suites*

Location: *Portland, Maine*

Owner: *Crescent Heights LLC*

This *Statement of Special Inspections* encompasses the following discipline:

- Structural
- Mechanical/Electrical/Plumbing
- Architectural
- Other: \_\_\_\_\_

Design Professional in Responsible Charge: *Paul B. Becker, P.E.*

Firm Name: *Becker Structural Engineers, Portland, ME*

(Note: *Statement of Special Inspections* for other disciplines may be included under a separate cover)

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Structural Special Inspection Coordinator (SSIC) and the identity of other approved agencies to be retained for conducting these inspections and tests.

The Structural Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Code Official (BCO) and the Structural Registered Design Professional in Responsible Charge (SRDP). Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Structural Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Structural Registered Design Professional in Responsible Charge at an interval determined by the SSIC and the BCO.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted to the BCO prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency:  Upon request of Building Official \_\_\_\_\_ or  per attached schedule.

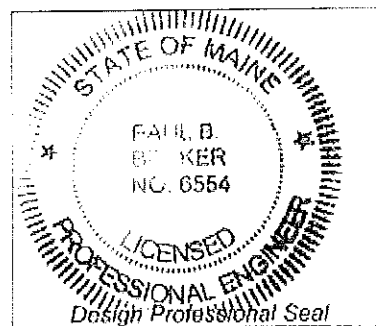
Prepared by:

*Paul B. Becker, P.E.*

(type or print name of the Structural Registered Design Professional in Responsible Charge)

*Paul B. Becker*  
Signature

*5-22-09*  
Date



Owner's Authorization:

*Ken R. B. L.* *6/3/09*  
Signature Date

Building Code Official's Acceptance:

\_\_\_\_\_  
Signature Date

## Statement of Special Inspections (Continued) - Exhibit A

### List of Agents

Project: *Crescent Heights Apartment Suites*

Location: *Portland, Maine*

Owner: *Crescent Heights LLC*

This *Statement of Special Inspections* encompass the following discipline:

- Structural       Mechanical/Electrical/Plumbing  
 Architectural       Other: \_\_\_\_\_

(Note: *Statement of Special Inspections* for other disciplines may be included under a separate cover)

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Soils and Foundations  | <input type="checkbox"/> Spray Fire Resistant Material         |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Cold-Formed Steel Framing             |
| <input type="checkbox"/> Precast Concrete                  | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Masonry                           | <input type="checkbox"/> Mechanical & Electrical Systems       |
| <input checked="" type="checkbox"/> Structural Steel       | <input type="checkbox"/> Architectural Systems                 |
| <input checked="" type="checkbox"/> Wood Construction      | <input type="checkbox"/> Special Cases                         |

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. Structural Special Inspection Coordinator (SSIC)	<i>Becker Structural Engineers (BSE)</i>	<i>75 York Street Portland, ME 04107 (207) 879-1838 info@beckerstructural.com</i>
2. Special Inspector (SI 1)	<i>Becker Structural Engineers (BSE)</i>	<i>75 York Street Portland, ME 04107 (207) 879-1838 info@beckerstructural.com</i>
3. Special Inspector (SI 2)	<i>To Be Determined</i>	
4. Testing Agency (TA 1)	<i>To Be Determined</i>	
5. Testing Agency (TA 2)		
6. Other (O1)		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Statement of Special Inspections (Continued) - Exhibit A  
Special Inspector's/Agent's Final Report

Project: *Crescent Heights Apartment Suites*

Special Inspector  
or Agent:

*(name)*

*(firm)*

Designation: SI-2

To the best of my information, knowledge and belief, the Special Inspections or testing required for this project, and designated for this inspector/Agent in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

*(Attach continuation sheets if required to complete the description of corrections.)*

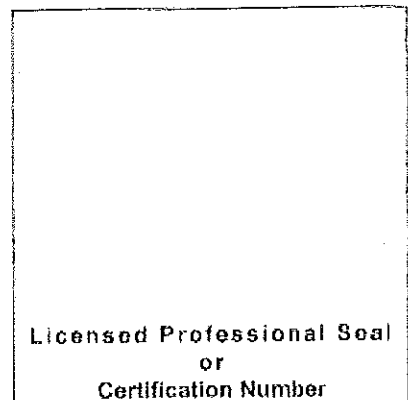
Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,  
Special Inspector or Agent:

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Special Inspections – Exhibit B**

Qualifications of Inspectors and Test Agency  
List of Minimum Qualifications  
Schedule of Structural Inspections

## Schedule of Special Inspections - Exhibit B

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### Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

#### Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

#### American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

#### American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

#### American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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#### International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

#### National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

#### Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector
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#### Other

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# Schedule of Special Inspections – Exhibit B SOILS & FOUNDATION CONSTRUCTION

©Becker Structural Engineers, Inc. 2005

Project: Crescent Heights Apartment Suites, Portland, ME  
Date Prepared: 05/22/2009

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	DATE	INITIAL
1. Verify existing soil conditions, fill placement and load bearing requirements							
a. Prior to placement of prepared fill, determine that the site has been prepared in accordance with the approved soils report.	Y	P	IBC 1704.7.1	SI2	PE/GE or EIT		
b. During placement and compaction of fill material, verify material being used and maximum fill thickness comply with the approved soils report.	Y	C	IBC 1704.7.2	SI2	PE/GE or EIT		
c. Test in-place dry density of compacted fill complies with the approved soils report.	Y	P	IBC 1704.7.2	TA1	NIC/ET-SI or NIC/ET-GET		
2. Pile Foundations:							
a. Observe and record procedures for static load testing of piles.	N	C	IBC 1704.8	SI2	PE/GE or EIT		
b. Observe and record procedures for dynamic load testing of piles.	N	C		SI2	PE/GE or EIT		
c. Record installation of each pile and results of load test. Include cutoff and tip elevations of each pile relative to permanent reference	N	C		TA1	NIC/ET-GET		
d. Test welded splices of steel piles	N	C	AWS D11	TA1	AWS-CWI		
3. Pier Foundations: Verify installation of pier foundations for buildings assigned to Seismic Design Category C, D, E or F.	N	C	IBC 1704.9	SI2	PE/GE or EIT		
a. Verify pier diameter and length	N	C		SI2	PE/GE or EIT		
b. Verify pier embedment (socket) into bedrock	N	P		SI2	PE/GE or EIT		
c. Verify suitability of end bearing strata	N	P		SI2	PE/GE or EIT		

Soils and Foundations Construction has been reviewed in accordance with sections 1704.7, 8 & 9 of the IBC Code

Special Inspector \_\_\_\_\_ Date \_\_\_\_\_ Page of \_\_\_\_\_

## Schedule of Special Inspections – Exhibit B CONCRETE CONSTRUCTION

Project: Crescent Heights Apartment Suites, Portland, ME  
Date Prepared: 05/22/2009

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	DATE	INITIAL
1. Inspection of reinforcing steel, including prestressing tendons, and placement	Y	P	ACI 318: 3.5, 7.1-7.7	SII	PE/SE or EIT		
2. Inspection of reinforcing steel welding in accordance with Table 1704.3, Item 5B	N		Welding of Reinf Not Allowed	TAI	AWS-CWI		
3. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased	N	C	IBC 1912.5	SII	PE/SE or EIT		
4. Verifying use of required design mix	Y	P	ACI 318: Ch 4.5.2-5.4	SII	PE/SE or EIT		
5. At time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content test and temperature	Y	C	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	TAI	ACI-CFTY or ACI-STT		
6. Inspection of concrete and shotcrete placement for proper application techniques	Y	C	ACI 318: 5.9, 5.10	SII	PE/SE or EIT		
7. Inspection for maintenance of specified curing temperature and techniques	Y	P	ACI 318: 5.11-5.13	SII	PE/SE or EIT		
8. Inspection of Prestressed Concrete							
a. Application of prestressing force.	N	C	ACI 318: 18.20	SII	PE/SE or EIT		
b. Grouting of bonded prestressing tendons in seismic force resisting system	N	C	ACI 318: 18.18.4	SII	PE/SE or EIT		
9. Erection of precast concrete members	N	P	ACI 318: Ch 16	SII	PE/SE or EIT		
10. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms beams and structural slabs	N	P	ACI 318: 6.2	TAI	ACI-STT		

Concrete Construction has been reviewed in accordance with section 1704.4 of the IBC Code

# Schedule of Special Inspections – Exhibit B STEEL CONSTRUCTION

Project: Crescent Heights Apartment Suites, Portland, ME  
Date Prepared: 05/22/2009

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	DATE	INITIAL
1. Material verification of high-strength bolts, nuts and washers:							
a. Identification markings to conform to ASTM standards specified in the approved construction documents.	Y	S	Applicable ASTM material specifications: AISC 335, Section A3.4; AISC LRFD, Section A3.3	SII	PE/SE or EIT		
b. Manufacturer's certificate of compliance required.	Y	S		SII	PE/SE or EIT		
2. Inspection of high-strength bolting							
a. Bearing-type connections.	Y	P	AISC LRFD Section M2.5	TAI	AWS/AISC-SSI		
b. Slip-critical connections.	N	C or P (method dependent)	IBC Sect 1704.4.3	TAI	AWS/AISC-SSI		
3. Material verification of structural steel (IBC Sect 1708.4):							
a. Identification markings to conform to ASTM standards specified in the approved construction documents.	Y	S	ASTM A 6 or ASTM A 568 IBC Sect 1708.4	SII	PE/SE or EIT		
b. Manufacturers' certified mill test reports.	Y	S	ASTM A 6 or ASTM A 568 IBC Sect 1708.4	SII	PE/SE or EIT		
4. Material verification of weld filler materials:							
a. Identification markings to conform to AWS specification in the approved construction documents.	Y	S	AISC ASD, Section A3.6; AISC LRFD, Section A3.5	SII	PE/SE or EIT		
b. Manufacturer's certificate of compliance required.	Y	S		SII	PE/SE or EIT		

Steel Construction has been reviewed in accordance with section 1704.3 of the IBC Code

Special Inspector

Date

Page of

# Schedule of Special Inspections – Exhibit B STEEL CONSTRUCTION

Project: Crescent Heights Apartment Suites, Portland, ME  
Date Prepared: 05/22/2009

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	DATE	INITIAL
IBC Section 1704.3							
5. Submit current AWS D1.1 welder certificate for all field welders who will be welding on this project.	Y	S	AWS D1.1	SII	PE/SE or EIT		
6. Inspection of welding (IBC 1704.3.1): a. Structural steel:							
1) Complete and partial penetration groove welds.	Y	C		TAI	AWS-CWI		
2) Multipass fillet welds.	Y	C	AWS D1.1	TAI	AWS-CWI		
3) Single-pass fillet welds > 5/16"	Y	C		TAI	AWS-CWI		
4) Single-pass fillet welds < 5/16"	Y	P		TAI	AWS-CWI		
5) Floor and Roof deck welds.	N	P	AWS D1.3	TAI	AWS-CWI		
b. Reinforcing steel (IBC Sect 1903.5.2):							
1) Verification of weldability of reinforcing steel other than ASTM A706.	N		Welding of Reinforcement not permitted	N/A			
2) Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls and shear reinforcement.	N	C	AWS D1.4 ACT 318: 3.5.2	TAI	AWS-CWI		
3) Shear reinforcement.	N	C		TAI	AWS-CWI		
4) Other reinforcing steel.	N	P		TAI	AWS-CWI		
7. Inspection of steel frame joint details for compliance (IBC Sect 1704.3.2) with approved construction documents:							
a. Details such as bracing and stiffening	Y	P		SII	PE/SE or EIT		
b. Member locations.	Y	P		SII	PE/SE or EIT		
c. Application of joint details at each connection.	Y	P		SII	PE/SE or EIT		

Steel Construction has been reviewed in accordance with section 1704.3 of the IBC Code

Special Inspector

Date

Page of

**Schedule of Special Inspection Services – Exhibit B  
FABRICATION AND IMPLEMENTATION PROCEDURES – STRUCTURAL STEEL**

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Project: Crescent Heights Apartment Suites, Portland, ME  
Date Prepared: 05/22/2009

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS/AGENT	AGENT QUALIFICATION	DATE	INITIAL
IBC Section 1704.2  1. Fabrication Procedures: Review of fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved special inspection agency. At the completion of fabrication, the approved fabricator shall submit a certificate of compliance to the building code official stating that the work was performed in accordance with the approved construction documents. -OR- 2. AISC Certification	Y	S	Fabricator shall submit one of the two qualifications	SII  PE/SE or EIT		
3. At completion of fabrication, the approved fabricator shall submit a certificate of compliance to the building code official stating that the work was performed in accordance with the approved construction documents.	Y	S	IBC 1704.2.2	SII  PE/SE or EIT		

Fabricator Qualifications have been reviewed in accordance with section 1704.2 of the IBC Code

Special Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Page of \_\_\_\_\_

**Special Inspections – Exhibit C**

Quality Assurance for Seismic Resistance Seismic Checklist  
Quality Assurance for Seismic Resistance Wind Checklist  
Schedule of Inspections

**(Note: participation of Architect, Mechanical Engineer,  
and Electrical Engineer of Record will be required  
to complete Exhibit C)**

# Schedule of Special Inspections – Exhibit C SEISMIC RESISTANCE - STRUCTURAL

©Becker Structural Engineers, Inc. 2005

Project: Crescent Heights Apartment Suites, Portland, ME  
Date Prepared: 05/22/2009

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	DATE	INITIAL
IBC Section 1707			Seismic Design Category: D				
1. Special inspections for seismic resistance. Special inspection as specified in this section is required for the following: a. This seismic-force-resisting systems in structures assigned to Seismic Design Category C, D, E, or F	Y	P	IBC 1707.1	SII	PE/SE or EIT		
2. Structural steel. Continuous special inspection for structural welding in accordance with AISC 341. 3. Structural wood:	N	P	IBC 1707.2	TAI	AWS-CWI		
a. Continuous special inspection during field gluing operations of elements of the seismic-force-resisting system.	N	C	IBC 1707.3	SII	PE/SE or EIT		
b. Periodic special inspections for nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system, including drag struts, braces and hold-downs	Y	P	IBC 1707.3	SII	PE/SE or EIT		
4. Cold-formed steel framing: Periodic special inspections during welding operations of elements of the seismic-force-resisting system. Periodic special inspections for screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system, including struts, braces, and hold-downs	N	N	CFSF for this project not part of the primary seismic-force resisting system				
4. Seismic isolation system. Provide periodic special inspection during the fabrication and installation of isolator units and energy dissipation devices if used as part of the seismic isolation system	N	N	IBC 1707.8 Seismic isolators not used				

Structural Seismic Resistance has been reviewed in accordance with section 1707 of the IBC Code

Special Inspector \_\_\_\_\_

Date \_\_\_\_\_

**Quality Assurance Plan – Exhibit C**

**QUALITY ASSURANCE FOR WIND REQUIREMENTS CHECK LIST [IBC 1706]**

Project: Crescent Heights Apartment Suites, Portland, ME

Date Prepared: 05/22/2009

<b>SEISMIC DESIGN CATEGORY:</b>	
<b>QUALITY ASSURANCE PLAN REQUIREMENTS</b>	
(A Quality Assurance Plan, enacted through the Special Inspections requirements for this project, are in place for the following systems)	
<b><input checked="" type="checkbox"/> FOR SEISMIC DESIGN CATEGORY C OR HIGHER:</b>	
<b>Structural:</b> <input checked="" type="checkbox"/> The seismic-force-resisting systems <input type="checkbox"/> Steel Braced Frames and associated connections/anchorage <input type="checkbox"/> Steel Moment Frames and associated connections <input checked="" type="checkbox"/> Shear walls: <input checked="" type="checkbox"/> CMU <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> Diaphragms: <input checked="" type="checkbox"/> Floor <input checked="" type="checkbox"/> Roof <input type="checkbox"/> Other:	SER
<b>Mechanical/Piping:</b> <input type="checkbox"/> Heating, ventilating and air-conditioning (HVAC) ductwork containing hazardous materials and anchorage of such ductwork <input type="checkbox"/> Hazardous Material: <input type="checkbox"/> Hazardous Material: <input type="checkbox"/> Piping systems and mechanical units containing flammable, combustible or highly toxic materials <input type="checkbox"/> Material: <input type="checkbox"/> Material:	MER
<b>Electrical:</b> <input type="checkbox"/> Anchorage of electrical equipment used for emergency or standby power systems <input type="checkbox"/> Equipment: <input type="checkbox"/> Equipment: <input type="checkbox"/> Equipment:	EER
<b><input type="checkbox"/> ADDITIONAL SYSTEMS FOR SEISMIC DESIGN CATEGORY D OR HIGHER:</b>	
<b>Architectural:</b> <input type="checkbox"/> Exterior wall panels and their anchorage <input type="checkbox"/> Precast Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Stone: <input type="checkbox"/> Other: <input type="checkbox"/> Suspended ceiling systems and their anchorage <input type="checkbox"/> Access floors and their anchorage <input type="checkbox"/> Steel storage racks and their anchorage: <input type="checkbox"/> Retail Storage Racks <input type="checkbox"/> High Density Files <input type="checkbox"/> Other: <input type="checkbox"/> Life-safety component required to function after an earthquake: <input type="checkbox"/> Engineered Egress Stairs <input type="checkbox"/> Fire Protection Sprinkler System <input type="checkbox"/> Other: <input type="checkbox"/> Other: <input type="checkbox"/> Other:	RAR
<b><input type="checkbox"/> ADDITIONAL SYSTEMS FOR SEISMIC DESIGN CATEGORY D OR HIGHER:</b>	
<b>Electrical:</b> <input type="checkbox"/> Electrical equipment	EER

Structural Engineer of Record (SER): _____	Registered Architect of Record (RAR): _____
Signature _____ Date _____ Mechanical Engineer of Record (MER):	Signature _____ Date _____ Electrical Engineer of Record (EER):
Signature _____ Date _____ Building Code Official's Acceptance:	Signature _____ Date _____
Signature _____ Date _____	



Quality Assurance Plan – Exhibit C

QUALITY ASSURANCE FOR WIND REQUIREMENTS CHECK LIST [IBC 1706]

Project: Crescent Heights Apartment Suites, Portland, ME  
 Date Prepared: 05/22/2009

Wind Exposure: B

REQUIRED	NOT REQUIRED	NOT APPLICABLE	QUALITY ASSURANCE PLAN REQUIREMENTS (A Quality Assurance Plan is required where indicated below)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In wind exposure Categories A and B, where the 3-second-gust basic wind speed is 120 miles per hour (mph) (52.8 m/sec) or greater.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In wind exposure Categories C and D, where the 3-second-gust basic wind speed is 110 mph (49 m/sec) or greater.

Prepared by:

Building Code Official's Acceptance:

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

**Special Inspections – Exhibit D**

Contractor's Statement of Responsibility  
Fabricator's Certificate of Compliance

# Contractor's Statement of Responsibility –Exhibit D

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Each contractor responsible for the construction or fabrication of a system or component designated in the Quality Assurance Plan must submit a Statement of Responsibility. Make additional copies of this form as required.

Project:

Contractor's Name:

Address:

License No.:

Description of designated building systems and components included in the Statement of Responsibility:

## Contractor's Acknowledgment of Special Requirements

I hereby acknowledge that I have received, read, and understand the Quality Assurance Plan and Special Inspection program.

I hereby acknowledge that control will be exercised to obtain conformance with the construction documents approved by the Building Official.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Contractor's Provisions for Quality Control

Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of reports is attached to this Statement.

Identification and qualifications of the person(s) exercising such control and their position(s) in the organization are attached to this Statement.

# Fabricator's Certificate of Compliance – Exhibit D

---

Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2 of the International Building Code must submit a *Fabricator's Certificate of Compliance* at the completion of fabrication.

Project:

Fabricator's Name:

Address:

Certification or Approval Agency:

Certification Number:

Date of Last Audit or Approval:

Description of structural members and assemblies that have been fabricated:

I hereby certify that items described above were fabricated in strict accordance with the approved construction documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Attach copies of fabricator's certification or building code evaluation service report and fabricator's quality control manual

**End of Statement of Special Inspections**

Comments  
Submitted 9/25/08

Applicant: Present St APT  
Address: 25 & 29 Crescent St.

Date: 9/22/08 / Revised 9/30/08  
C-B-L: 53-E-1A+

CHECK-LIST AGAINST ZONING ORDINANCE

Date -

Zone Location - R-6

Interior or corner lot -

Proposed Use/Work - Demo 29 & 25 & 15 - rebuild Lodging house

Sewage Disposal - ? City

Lot Street Frontage - 40' min

Front Yard - 10' min  
1' Average Front - show 4.75'

Rear Yard - 20' min  
2 pt + bag show

Side Yard - 4 stories 12' req -

Projections -

Width of Lot - 50' min

Height - No scaled drawings

Lot Area - 4500 sq ft

Lot Coverage - Impervious Surface - see other side

Area per Family -

Off-street Parking - NO parking

Loading Bays - N/A

Site Plan - #2008-0140

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel B - Zone C

Housing Replacement nothing submitted - Now submitted something received of min open space ratio - see other side

Elmington House  
North 44 Room  
four story  
build me  
11 DU  
with 44 BR  
revised 9/30/08  
B Du & SRU  
units over (4480)  
part of 21' + 0' grade  
1 DU  
5 Rm  
revised 9/30/08  
No back-up materials  
yes

125.0  
98.6  
124.8  
115.6  
114.4  
100.2  
68.6' ÷ 6 = 113.1' av. grade

1st 3,000 # 3000  
1200 x 8 9,600  
for 11 D.U. 12,600

11,000 min - has 13,527  
11 units = 22 + 1 = 23 pkgs per  
case shows 44 pkgs per

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 11/25/2008

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A review of the most recent plans received on 11/19/08 shows that the proposal for a new lodging house with 44 rooming units to be compliant with the R-6 underlying zone, including but not limited to height, setbacks, parking (within approx 50'), open space ratio and lot coverage.

Marge Schmuckal  
Zoning Administrator

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 9/22/2008

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A review of the site plan application with Barbara results in further questions. This project is located within the R-6 Zone. If the sewer is going to be removed, there is no documentation that no one else uses this sewer. How will utilities (sewer) access the new site? The land area per dwelling unit just misses the lot size requirements. For 12 dwelling units 13,800 sq ft is required, but the lot size given is 13,527 sq ft. I am uncertain as to whether the lot size of 15 Crescent Street has been added in 25-29 Crescent St project.

The application states that parking spaces will be available at the hospital parking garage. No information such as leases have been submitted. There is also no plan showing how far away those leased spaces are to determine whether the zoning ordinance is being met.

No scaled drawings are being given to determine whether height requirements and required setbacks are being met. The front setback is shown to be 4' where the R-6 Zone requires a minimum of 10' or an average of the setbacks on either side of the property (no such information has been submitted to determine the average- it will be required).

Barbara to set-up a meeting with applicant.

Marge Schmuckal  
Zoning Administrator



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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 1/13/2009

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Planning staff wanted to know the specifics of the height of the building. R-6 Zone has a maximum building height of 45 feet. The information submitted showed that the average grade abutting the proposed building will be 113.1 feet. The height shown to the top of the highest structural roof beam is 156.5 feet. Thus resulting in the given height of 43.4 feet for the proposed structure which is under the maximum allowance of 45 feet.

Marge Schmuckal  
Zoning Administrator

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 11/25/2008

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A review of the most recent plans received on 11/19/08 shows that the proposal for a new lodging house with 44 rooming units to be compliant with the R-6 underlying zone, including but not limited to height, setbacks, parking (within approx 50'), open space ratio and lot coverage.

I have not seen any references to HVAC equipment. Where will they be located - on the roof or on the ground? What will be the noise levels generated from them? Although there are no specific maximum noise requirements within the R-6 Zone, staff does try to mitigate any loud noises that may be a future problem.

Marge Schmuckal  
Zoning Administrator

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 1/23/2009

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The most recent submittal dated Jan 16, 2009 shows no significant changes. Zoning has been met. Separate permits are required for the new construction.

Marge Schmuckal  
Zoning Administrator

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM**

10/1/08

**Zoning Copy**

2008-0140  
Application I. D. Number

Crescent St. Apts. C/O Developers Collab  
Applicant  
17 Chestnut Street, Portland, ME 04101  
Applicant's Mailing Address

9/22/2008  
Application Date

Crescent Street Apartments  
Project Name/Description

Consultant/Agent  
Applicant Ph: (207) 772-7673 Agent Fax:  
Applicant or Agent Daytime Telephone, Fax

*44 Rooms  
m/s*  
*Lodging House*

29 - 29 Crescent St, Portland, Maine  
Address of Proposed Site  
053 E014001  
Assessor's Reference: Chart-Block-Lot

*Changed to  
HDBU with  
14 BDR*

Proposed Development (check all that apply):  
 New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Apt 0  Condo 0  Other (specify)

Proposed Building square Feet or # of Units 13527 Acreage of Site 0 Proposed Total Disturbed Area of the Site 0 Zoning R6

**Check Review Required:**

- Site Plan (major/minor)  Zoning Conditional - PB  Subdivision # of lots
- Amendment to Plan - Board Review  Zoning Conditional - ZBA  Shoreland  Historic Preservation  DEP Local Certification
- Amendment to Plan - Staff Review  Zoning Variance  Flood Hazard  Site Location
- After the Fact - Major  Stormwater  Traffic Movement  Other
- After the Fact - Minor  PAD Review  14-403 Streets Review

*Now 44 BDR Rooms  
units  
Lodging  
House*

Fees Paid: Site Plan \$500.00 Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date 9/22/2008

**Zoning Approval Status:**

Reviewer Margie S. - Insp.

- Approved  Approved w/Conditions See Attached  Denied

Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

**Performance Guarantee**  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

- Performance Guarantee Accepted \_\_\_\_\_ date \_\_\_\_\_
- Inspection Fee Paid \_\_\_\_\_ date \_\_\_\_\_
- Building Permit Issue \_\_\_\_\_ date \_\_\_\_\_
- Performance Guarantee Reduced \_\_\_\_\_ date \_\_\_\_\_
- Temporary Certificate of Occupancy \_\_\_\_\_ date \_\_\_\_\_
- Final Inspection \_\_\_\_\_ date \_\_\_\_\_
- Certificate Of Occupancy \_\_\_\_\_ date \_\_\_\_\_
- Performance Guarantee Released \_\_\_\_\_ date \_\_\_\_\_
- Defect Guarantee Submitted \_\_\_\_\_ submitted date \_\_\_\_\_
- Defect Guarantee Released \_\_\_\_\_ date \_\_\_\_\_

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

amount \_\_\_\_\_ expiration date \_\_\_\_\_

OCT - 1 2008

remaining balance \_\_\_\_\_ signature \_\_\_\_\_

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

Conditions (See Attached) \_\_\_\_\_ expiration date \_\_\_\_\_

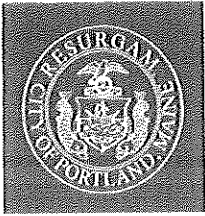
OCT - 1 2008

signature \_\_\_\_\_

RECEIVED

signature \_\_\_\_\_ amount \_\_\_\_\_ expiration date \_\_\_\_\_

signature \_\_\_\_\_



Strengthening a Remarkable City. Building a Community for Life. [www.portlandmaine.org](http://www.portlandmaine.org)

Planning & Urban Development Department  
Penny St. Louis Littell, Director

Planning Division  
Alexander Jaegerman, Director

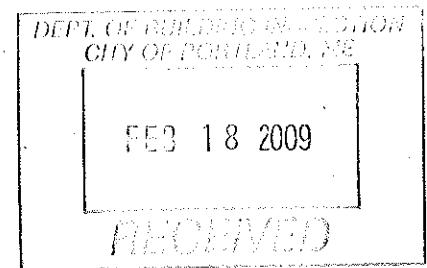
Crescent Heights  
c/o Developer's Collaborative  
17 Chestnut Street  
Portland, ME 04101

Stephen R. Bushey, P.E.  
DeLuca-Hoffman Associates, Inc.  
778 Main Street, Suite 8  
South Portland, ME 04106

RE: Crescent Heights  
Application ID # 2008-0140  
CBL: 053 E014001

Date: January 29, 2009

Dear Mr. Kevin Bunker,



On January 27, 2009, the Portland Planning Board considered the proposal for Crescent Heights, a lodging house with 44 rooming units with a total of 19,520 sq. ft. to replace the proposed demolition of residential buildings at 15, 25 and 29 Crescent Street. The Planning Board found that the proposal meets the City's Housing Replacement Ordinance and is in conformance with the standards of Portland's Site Plan Ordinance and technical standards with specific waivers and conditions. The Planning Board voted unanimously (4-0, Hall, Odokara absent and Silk, recused) on the following motions.

#### Housing Replacement

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Report #2-09 relevant to standards for Portland's Housing Replacement Ordinance and the testimony presented at the Planning Board hearing:

The Planning Board finds the proposed project meets the standards of Section 14-483, Preservation and Replacement of Housing Units.

#### Waivers

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report #2-09 relevant to the Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

- The Planning Board waives Technical Standards, Section III B.a. and III B.b, which require a 12 foot wide driveway for single access and a twenty (20) foot separation between driveways Crescent Street as shown on the Site Layout Plan Attachment F.8, subject to the condition that the applicant verify with additional turning movement information that

- backing maneuver by a truck can be accomplished.
- The Planning Board waives Technical Standards, Section XV, 4.D, to allow a light level of 0.4 at the westerly property boundary.

### Site Plan Ordinance

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report # 2 -09, relevant to the Site Plan Ordinance and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with the site plan standards of the land use code, subject to the following conditions of approval:

1. The applicant shall submit a copy of the signed lease for the parking spaces in the Maine Medical Parking Garage prior to the issuance of building permit and that the applicant shall notify the City Planning Authority in the event the lease terminates.
2. The applicant shall obtain a Seal Drain Permit from the Department of Public Services prior to the issuance of a demolition permit. The sewer laterals shall be sealed outside of the building and inspected prior to the building demolition and the unused sewer laterals shall be sealed and inspected at the sewer main.
3. The Department of Public Services supports retaining the curb cut at 15 Crescent Street with the condition that the applicant shall install a fence or other barrier to be placed along the back side of the sidewalk in order to prohibit vehicles from entering the site. The plans for the barrier shall be submitted for review and approval by the Planning Authority prior to the issuance of a building permit.
4. If icing of the Congress Street sidewalk occurs due to the drainage from the proposed foundation drain as determined by the Department of Public Services, the applicant shall submit an amended plan for review and approval by the Planning Authority and the Department of Public Services. The plan shall mitigate the drainage problem by means of a drywell or other acceptable measures and connect the foundation drain into the existing storm drain system within Congress Street. The estimated cost of potential mitigation measures shall be included within the performance guarantee for the project and shall be held for one year after issuance of a certificate of occupancy.
5. The applicant shall revise the lighting plan to meet the City's Technical standard for Light Trespass (Section XV, 4. D) along the easterly property boundary prior to the issuance of a building permit.
6. The applicant shall meet the conditions of Captain Gregory Cass, Fire Department, contained in his memo (Attachment 13).
7. The applicant shall substitute a solid dark color fence, if available for the white PVC fence proposed to enclose the waste receptacle and shall submit the details for the Planning Authority's review and approval prior to the issuance of a building permit. Planning Authority may approve the white PVC fence, if an acceptable dark color fence is unavailable.

8. The applicant shall install additional landscaping as recommended in the review by Jeff Tarling, City Arborist, dated January 23, 2009 and shall be included in the performance guarantee.
9. Subject to the City Council's approval of the substitute material of blue stone for the seating area in the City's right-of-way, the applicant shall submit a maintenance agreement for the seating area and the landscaped areas within the City right-of-way for review and approval by Portland's Associate Corporation Counsel.
10. The applicant shall submit final exterior materials for review and approval by the Planning Authority prior to the issuance of a building permit.

Please note the following provisions and requirements for all site plan approvals:

1. The site shall be developed and maintained as depicted in the site plan and the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the planning authority pursuant to the terms of this article. Any such parcel lawfully altered prior to the enactment date of these revisions shall not be further altered without approval as provided herein. Modification or alteration shall mean and include any deviations from the approved site plan including, but not limited to, topography, vegetation and impervious surfaces shown on the site plan. No action, other than an amendment approved by the planning authority or Planning Board, and field changes approved by the Public Services authority as provided herein, by any authority or department shall authorize any such modification or alteration.
2. The above approvals do not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Dept. prior to the release of a building permit, street opening permit or certificate of occupancy for site plans.
4. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
5. Final sets of plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*.dwg), release AutoCAD 2005 or greater.
6. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
7. Prior to construction, a pre-construction meeting shall be held at the project site with the

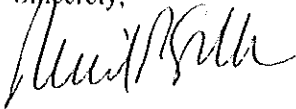
contractor, development review coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

8. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

Philip DiPierro, Development Review Coordinator, must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Barbara Barhydt, Development Review Services Manager at (207) 874-8699.

Sincerely,



David Silk, Chair  
Portland Planning Board

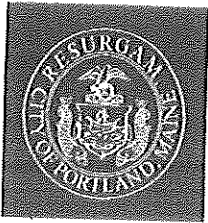
**Attachments:**

1. (applicable staff memo's)
2. Planning Board Report
3. Performance Guarantee Packet

**Electronic Distribution:**

Penny St. Louis Littell, Director of Planning and Urban Development  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Philip DiPierro, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Tammy Munson, Inspections Division Director  
Lisa Danforth, Administrative Assistant  
Michael Bobinsky, Public Services Director  
Kathi Farley, Public Services  
Bill Clark, Public Services  
David Margolis-Pineo, Deputy City Engineer  
Jane Ward, Public Services  
Keith Gautreau, Fire  
Jeff Tarling, City Arborist  
Tom Errico, Wilbur Smith Consulting Engineers  
Dan Goyette, Woodard & Curran  
Assessor's Office  
Approval Letter File  
Hard Copy: Project File





# PORTLAND MAINE

*Strengthening a Remarkable City. Building a Community for Life* [www.portlandmaine.gov](http://www.portlandmaine.gov)

Planning & Urban Development Department  
Penny St. Louis Littell, Director

January 8, 2009

Developers Collaborative  
Richard Berman and Kevin Bunkers  
17 Chestnut Street  
Portland, Maine 04101

Re: Housing Replacement Application

*RE: Crescent St*

Dear Messrs. Berman and Bunker:

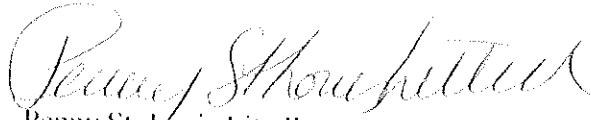
Please consider this the decision of the Portland Planning Authority granting your request to treat your proposed residential development at 25-29 Crescent Street as meeting the requirements for replacement housing under the City Ordinance, §14-483 (h)(6), "Housing Replacement by the Creation of New Units." The proposed forty four bedroom residential lodging house replaces thirteen dwelling units and five rooming units. In arriving at this decision the following documents were reviewed:

- \*Correspondence to Barbara Barhydt, dated September 26, 2008, with attachments, from Richard Berman
- \*Correspondence to Barbara Barhydt, dated November 3, 2008, with attachments, from Richard Berman
- \*Correspondence to Penny St. Louis Littell, dated October 27, 2008, from Kevin Bunker
- \*Development Agreement between Maine Medical Center and Crescent Heights LLC, dated August 18, 2008, with attachments - redacted
- \*Crescent Heights Site Plan and Subdivision Application, originally dated September 22, 2008, amended November 2008
- \*Correspondence to Barbara Barhydt, dated October 14, 2008 from Cito Selinger
- \*Finance Committee Meeting Minutes (MMC) dated June 25, 2008 - redacted

This decision applies only to that building to be constructed at what was formerly 15, 25 and 29 Crescent Street, and does not include any decision on other properties acquired by Developers Collaborative or its affiliates from Maine Medical Center.

Thank you for your attention to this matter.

Sincerely,



Penny St. Louis Littell  
Director of Planning and Urban Development

cc: Joseph E. Gray, City Manager  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager

## *Fire Department Requirements*

Applicant: Crescent Heights LLC  
c/O Developers Collaborative  
17 Chestnut Street  
Portland, ME 04101  
(207) 772-7673 phone

Architect: Winton Scott Architects, PA  
5 Milk Street  
Portland, ME 04103  
(207)774-4811 phone  
(207) 774-3083 fax  
Pandika Pleqi or Mark Wilcox

Square Footage of Proposed Structure: 19,163 SF, with 4,790.75 SF per floor

Existing & Proposed Fire Protection of Structure:

Wet pipe fire protection system for full building protection with a dry pipe system in areas subject to freezing. Exterior overhangs will have dry pendent or sidewall heads, or glycol-and-water loop.

ATTACHED:

Electrical Plans E1.1-E3.2 detailing detection systems  
Life Safety Plans FC1-9

Planning & Development has one set of plans & specs and a disc with PDF copies.

# B E C K E R

## Statement of Special Inspections

Crescent Heights Apartment Suites  
Portland, Maine  
May 22, 2009

Statement Prepared by  
Structural Engineer of Record  
Becker Structural Engineers, Inc.  
75 York Street  
Portland, ME 04101  
207. 879. 1838

Owner  
Crescent Heights LLC  
17 Chestnut Street, Suite 3  
Portland, ME 04101  
207. 772. 7673

Architect of Record  
Winton Scott Architects  
5 Milk Street  
Portland, ME 04101  
207. 774. 4811

Contractor  
Portland Builders, Inc.  
85 York Street  
Portland, ME 04101  
207. 879. 0118

JUN 4 2009

**Special Inspections – Exhibit A**

Statement of Special Inspections  
List of Agents  
Final Report of Special Inspections  
Special Inspector/Agent Report



# Accessibility Building Code Certificate

Designer: MARK M. WILCOX

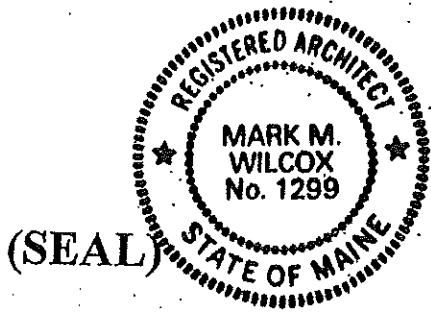
Address of Project: 25 CRESCENT ST

Nature of Project: BOARDING HOUSE

\_\_\_\_\_

\_\_\_\_\_

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.



Signature: *Mark M. Wilcox*

Title: PRINCIPAL

Firm: WINTON SCOTT ARCHITECTS

Address: 5 MILK ST.  
PORTLAND, ME 04101

Phone: 774-4811 EXT 2#

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)



# Certificate of Design

Date:

4.16.09

From:

MARK M. WILCOX

These plans and / or specifications covering construction work on:

CRESSENT HEIGHTS

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the *2003 International Building Code* and local amendments.



Signature

*Mark M. Wilcox*

Title:

PRINCIPAL

Firm:

WINTON SCOTT ARCHITECTS

Address:

5 MILK ST

PORTLAND, ME 04101

Phone:

724.4811 EXT 2#

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)

Statement of Special Inspections (Continued) - Exhibit A

Final Report of Special Inspections (SSIC/SI 1)

[To be completed by the Structural Special Inspections Coordinator (SSIC/SI 1) Note that all Agent's Final Reports must be received prior to issuance.]

Project: Crescent Heights Apartment Suites
Location: Portland, Maine
Owner: Crescent Heights LLC
Owner's Address: 17 Chestnut Street, Suite 3
Portland, Maine 04101

Architect of Record: Mark Wilcox (name) Winton Scott Architects (firm)

Structural Registered Design Professional in Responsible Charge: Paul B. Becker (name) Becker Structural Engineers (firm)

To the best of my information, knowledge and belief, the Special Inspections required for this project, and itemized in the Statement of Special Inspections submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

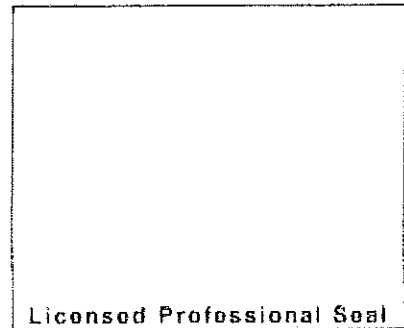
Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Structural Special Inspection Coordinator

(Type or print name)

(Firm Name)

Signature Date

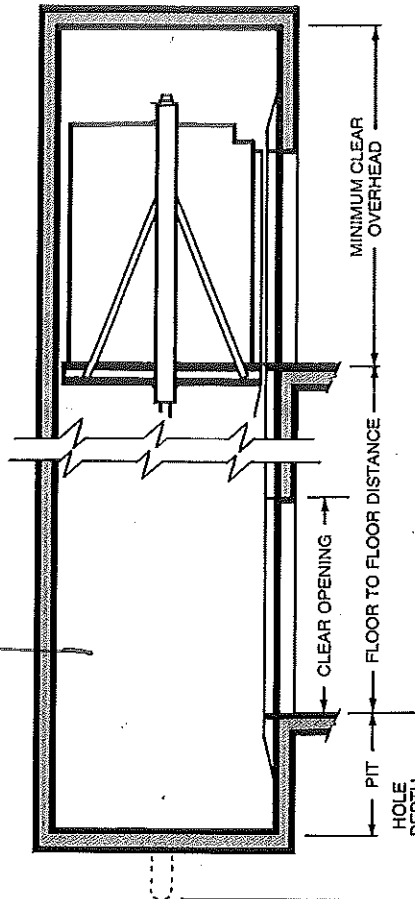
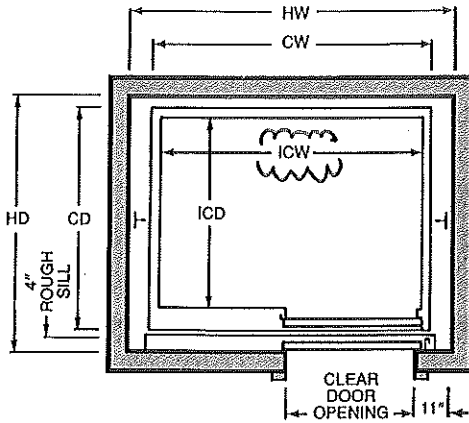




# CRESCENT HEIGHTS ELEVATOR STRETCHER CLEARANCE

5.27.09

## ARCHITECTURAL DETAILS



DIMENSIONS	CAPACITY	
	2000#	2500#
HW	7'-4"	8'-4"
*HD	5'-10"	5'-10"
CW	6'-0"	7'-0"
CD	5'-1"	5'-1"
ICW	5'-8"	6'-8"
ICD	4'-3"	4'-3"
CLEAR DOOR OPENING	3'-0"	3'-6"

- \* Hatch depth can be reduced by 1" to 5'-9" clear front to back.
- 2000-lb. car complies with NEII recommendations for car to accommodate wheelchair.
- 2500-lb. car complies with NEII recommendations for car to accommodate ambulance size stretcher.

### Calculation of Pit, Overhead, Hole Depth Requirements

All jack units are built for "even" foot increments. Therefore, for "travel" values in following formulas, round floor-to-floor travel up to next even foot. (i.e., for 12'-6" - use 13'-0").

#### FOR 2-STOP HOLELESS

Maximum floor-to-floor distance available is 16'-0"

- Pit depth - 4'-0" minimum is standard.
- Minimum clear Overhead required by code (based on 8'-0" high cab):  
For up to 100 FPM = 11'-11".  
For 100 FPM and over = 12'-12".
- Total hoistway height required (pit floor to clear under roof) is:  
For up to 100 FPM: (2) x (FL to FL travel) + 2'-6".  
For 100 FPM and over: (2) x (FL to FL travel) + 3'-8".

If total hoistway height is not sufficient, (2) holes can be provided to make up required dimension. In this case, add an additional 6" to required height.

For up to 100 FPM - add 3'-0" in lieu of 2'-6".  
For 100 FPM and over - add 4'-2" in lieu of 3'-8".

(If "open" holes are provided - jack unit sits on pad at bottom of hole - do not add additional 6".)

Note that clear Overhead as required by code must always be maintained.

For example (FOR HOLELESS ONLY):

For FL to FL distance of 15'-4" use 16'-0",  
Speed of 90 FPM, Pit 4'-0",  
Overhead 13'-0".

Available	Required
Actual FL to FL 15'-4"	(2) Travel = (2) 16'-0" = 32'-0"
Pit 4'-0"	Over 100 FPM +2'-6"
O.H. 13'-0"	34'-4"
32'-4"	Available → 32'-4"
	Holes required 2'-2"
	Additional add 6"
	Hole depth required 2'-8"

#### FOR 3-STOP HOLELESS

Maximum floor-to-floor distance available is 26'-0"

100 FPM  
(1/2 Travel) + 58" = Pit & Overhead required.  
Minimum Overhead is 12'-6".  
Minimum Pit is 4'-0".

125 FPM  
(1/2 Travel) + 67" = Pit & Overhead required.  
Minimum Overhead is 12'-9".  
Minimum Pit is 4'-0".

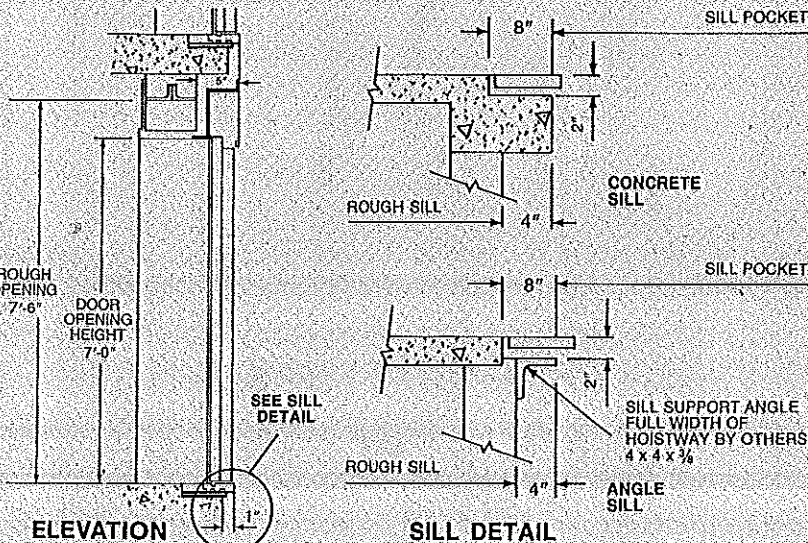
#### FOR HOLED INSTALLATIONS

Maximum floor-to-floor distance available is 39'-0"

- Pit depth - 4'-0" minimum is standard.
- Hole depth from lower terminal landing is approximate Travel + 6'-0".
- Minimum clear Overhead required (based on 8'-0" high cab):  
For up to 100 FPM = 11'-10".  
For 100 FPM and over = 12'-1".

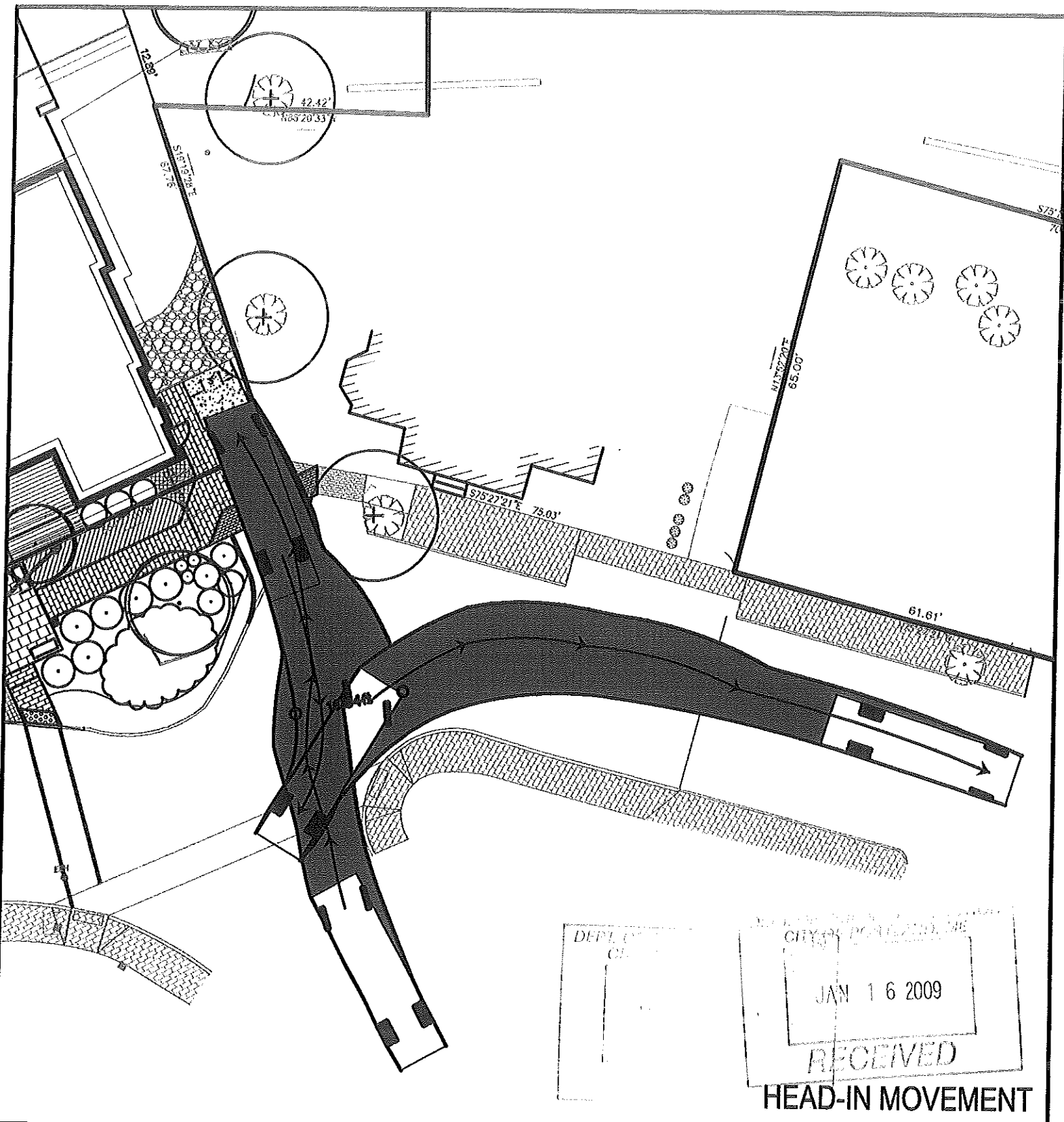
### ENTRANCE DETAIL

It is recommended that the entrance wall be left open until door frames and sills are set in place. If this is not possible, then a rough opening must be provided that is 1'-0" wider and 6" higher than door opening. Wall is to be completed and sills (and frames as required) are to be grouted by others after entrances are installed in place.



### MACHINE ROOM

- An area 5'-6" x 7'-0" x 8'-0" high is adequate with 3'-0" wide door opening for access.
- All materials are furnished for machine room located adjacent to elevator hoistway at lowest landing.
- Adequate heating and ventilation to meet code requirements must be provided.



PROJECT:

# CRESCENT HEIGHTS

TITLE:

SU TRUCK (AASHTO 2004) TURNING MOVEMENT AT 6MPH

EXCERPT OF DRAWING: AUTOTURN 1-15-09.DWG

PREPARED BY:



DeLUCA-HOFFMAN ASSOCIATES, INC.  
 778 MAIN STREET, SUITE 8  
 SOUTH PORTLAND, ME 04106  
 (207) 775-1121  
 DHAI@MAINE.RR.COM

RECEIVED  
 JAN 16 2009  
 HEAD-IN MOVEMENT

SK-C-1

DATE: 1-15-09



Portland Planning & Urban Development Department • 388 Congress Street • Portland, Maine 04101 • Tel: (207) 874-8721 • Fax: (207) 874-8836

Planning & Urban Development Department  
Penny St. Louis Littell, Director

January 8, 2009

Developers: Collaborative  
Richard Berman and Kevin Bunkers  
17 Chestnut Street  
Portland, Maine 04101

Re: Housing Replacement Application

25 Crescent St

Dear Messrs. Berman and Bunker:

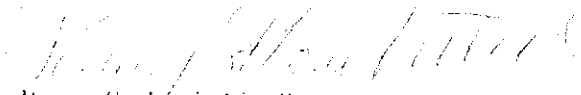
Please consider this the decision of the Portland Planning Authority granting your request to treat your proposed residential development at 25-29 Crescent Street as meeting the requirements for replacement housing under the City Ordinance, §14-483 (b)(6), "Housing Replacement by the Creation of New Units." The proposed forty four bedroom residential lodging house replaces thirteen dwelling units and five rooming units. In arriving at this decision the following documents were reviewed:

- \*Correspondence to Barbara Barhydt, dated September 26, 2008, with attachments, from Richard Berman
- \*Correspondence to Barbara Barhydt, dated November 3, 2008, with attachments, from Richard Berman
- \*Correspondence to Penny St. Louis Littell, dated October 27, 2008, from Kevin Bunker
- \*Development Agreement between Maine Medical Center and Crescent Heights LLC, dated August 18, 2008, with attachments - redacted
- \*Crescent Heights Site Plan and Subdivision Application, originally dated September 22, 2008, amended November 2008
- \*Correspondence to Barbara Barhydt, dated October 14, 2008 from Cito Selinger
- \*Finance Committee Meeting Minutes (MMC) dated June 25, 2008 -- redacted

"It is limited in applicability only to that building to be constructed at what was formerly 15, 25 and 29 Crescent Street, and does not include any decision on other properties acquired by Developer Collaborative or its affiliates from Maine Medical Center.

Thank you for your attention to this matter.

Sincerely,



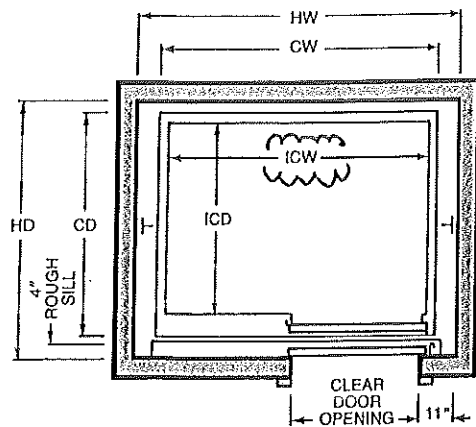
Penny St. Louis Littell  
Director of Planning and Urban Development

cc: Joseph E. Gray, City Manager  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager

# CRESCENT HEIGHTS ELEVATOR STRETCHER CLEARANCES

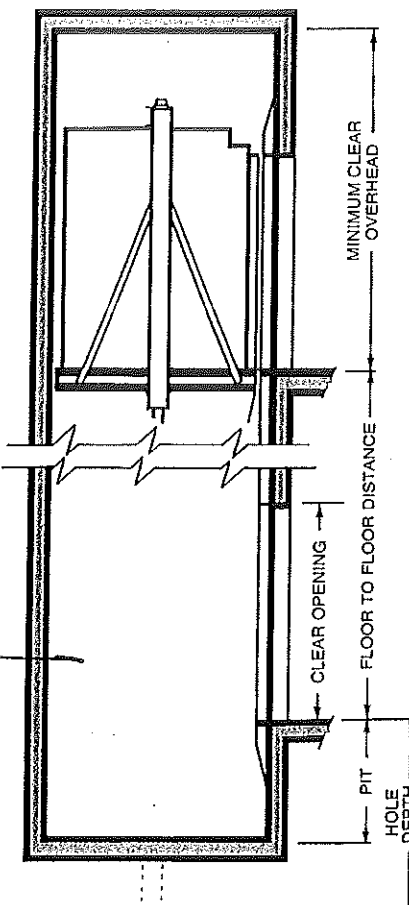
5-27-09

## ARCHITECTURAL DETAILS



DIMENSIONS	CAPACITY	
	2000#	2500#
HW	7'-4"	8'-4"
*HD	5'-10"	5'-10"
CW	6'-0"	7'-0"
CD	5'-1"	5'-1"
ICW	5'-8"	6'-8"
ICD	4'-3"	4'-3"
CLEAR DOOR OPENING	3'-0"	3'-6"

- \* Hatch depth can be reduced by 1" to 5'-9" clear front to back.
- 2000-lb. car complies with NEII recommendations for car to accommodate wheelchair.
- 2500-lb. car complies with NEII recommendations for car to accommodate ambulance size stretcher.



### Calculation of Pit, Overhead, Hole Depth Requirements

All jack units are built for "even" foot increments. Therefore, for "travel" values in following formulas, round floor-to-floor travel up to next even foot. (i.e., for 12'-6" - use 13'-0").

#### FOR 2-STOP HOLELESS

Maximum floor-to-floor distance available is 16'-0"

- Pit depth - 4'-0" minimum is standard.
- Minimum clear Overhead required by code (based on 8'-0" high cab):  
For up to 100 FPM = 11'-11".  
For 100 FPM and over = 12'-12".
- Total hoistway height required (pit floor to clear under roof) is:  
For up to 100 FPM: (2) x (FL to FL travel) + 2'-6".  
For 100 FPM and over: (2) x (FL to FL travel) + 3'-8".

If total hoistway height is not sufficient, (2) holes can be provided to make up required dimension. In this case, add an additional 6" to required height.

For up to 100 FPM - add 3'-0" in lieu of 2'-6".  
For 100 FPM and over - add 4'-2" in lieu of 3'-8".

(If "open" holes are provided - jack unit sits on pad at bottom of hole - do not add additional 6".)

Note that clear Overhead as required by code must always be maintained.

For example (FOR HOLELESS ONLY):  
For FL to FL distance of 15'-4" use 16'-0",  
Speed of 90 FPM, Pit 4'-0",  
Overhead 13'-0".

Available	Required
Actual FL to FL 15'-4"	(2) Travel = (2) 16'-0" = 32'-0"
Pit 4'-0"	Over 100 FPM + 2'-6"
O.H. 13'-0"	34'-4"
32'-4"	Available → 32'-4"
	Holes required 2'-2"
	Additional add 6"
	Hole depth required 2'-8"

#### FOR 3-STOP HOLELESS

Maximum floor-to-floor distance available is 26'-0"

100 FPM  
(1/2 Travel) + 58" = Pit & Overhead required.  
Minimum Overhead is 12'-6".  
Minimum Pit is 4'-0".

125 FPM  
(1/2 Travel) + 67" = Pit & Overhead required.  
Minimum Overhead is 12'-9".  
Minimum Pit is 4'-0".

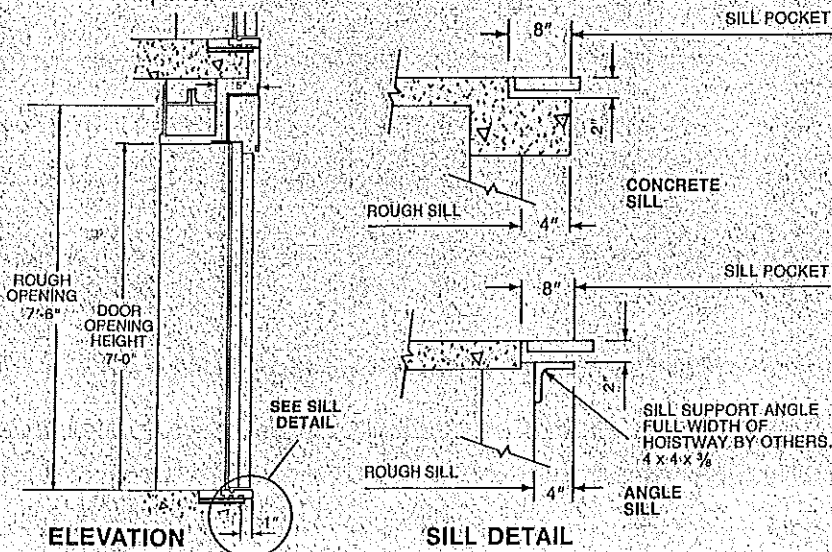
#### FOR HOLED INSTALLATIONS

Maximum floor-to-floor distance available is 39'-0"

- Pit depth - 4'-0" minimum is standard.
- Hole depth from lower terminal landing is approximate Travel + 6'-0".
- Minimum clear Overhead required (based on 8'-0" high cab):  
For up to 100 FPM = 11'-10".  
For 100 FPM and over = 12'-11".

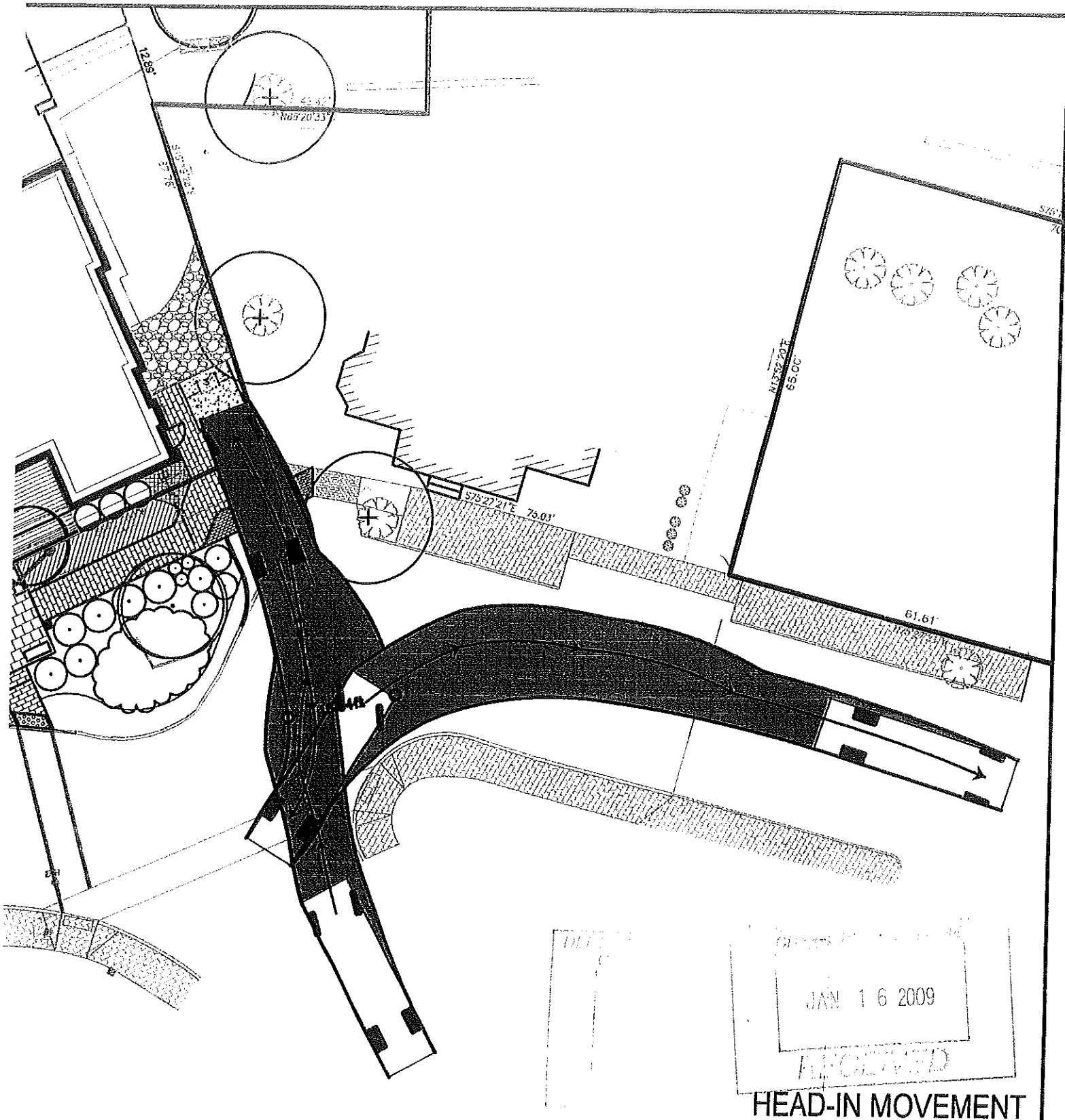
### ENTRANCE DETAIL

It is recommended that the entrance wall be left open until door frames and sills are set in place. If this is not possible, then a rough opening must be provided that is 1'-0" wider and 6" higher than door opening. Walls to be completed and sills (and frames as required) are to be grouted by others after entrances are installed in place.



### MACHINE ROOM

- An area 5'-6" x 7'-0" x 8'-0" high is adequate with 3'-0" wide door opening for access.
- All materials are furnished for machine room located adjacent to elevator hoistway at lowest landing.
- Adequate heating and ventilation to meet code requirements must be provided.



RECEIVED  
 JAN 16 2009  
 HEAD-IN MOVEMENT

PROJECT:

# CRESCENT HEIGHTS

PREPARED BY:



DeLUCA-HOFFMAN ASSOCIATES, INC.  
 778 MAIN STREET, SUITE 8  
 SOUTH PORTLAND, ME 04106  
 (207) 775-1121  
 DHAI@MAINE.RR.COM

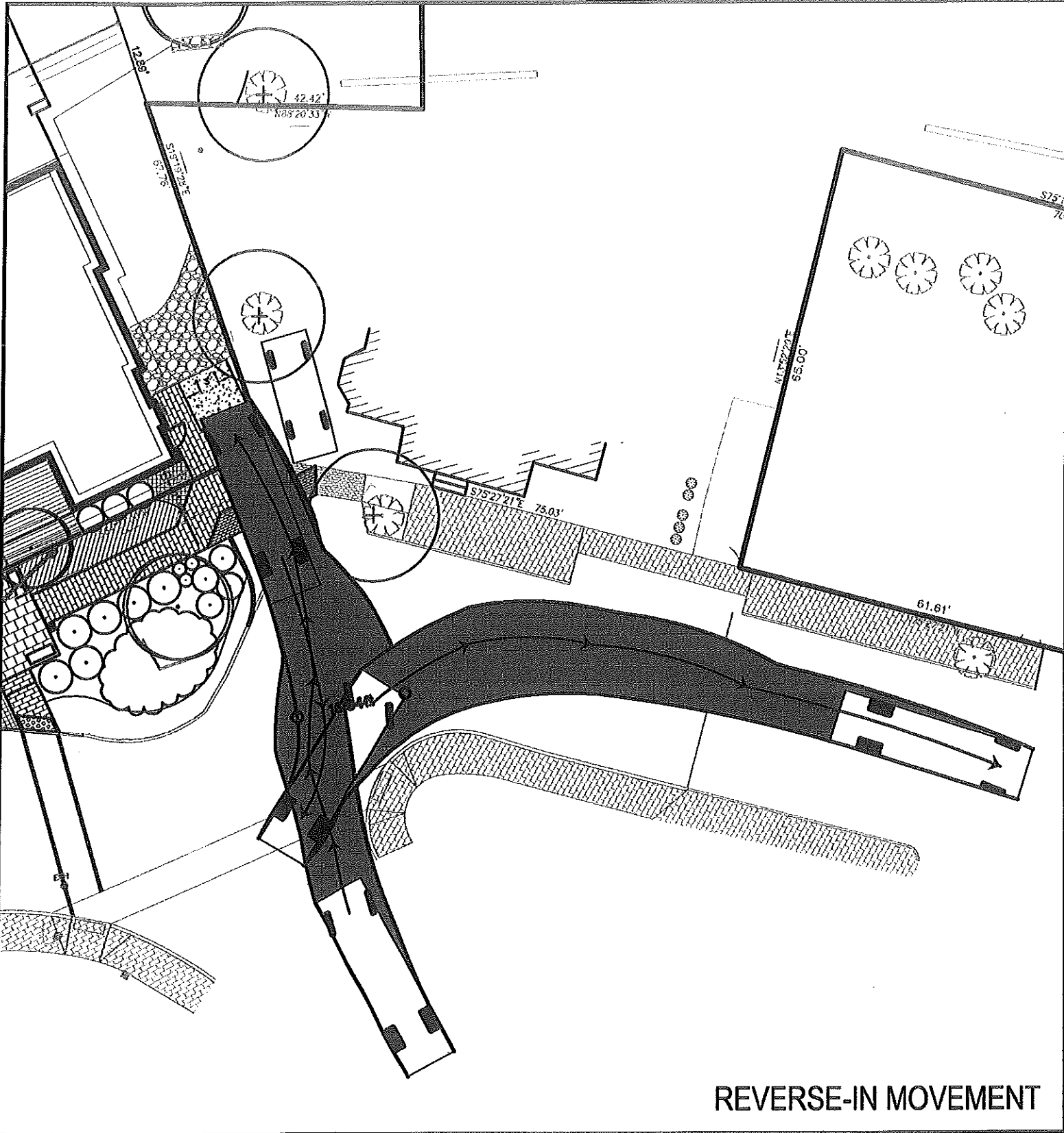
TITLE:

3U TRUCK (AASHTO 2004) TURNING MOVEMENT AT 6MPH

EXCERPT OF DRAWING: AUTOTURN 1-15-09.DWG

SK-C-1

DATE: 1-15-09



PROJECT:

**CRESCENT HEIGHTS**

PREPARED BY:



DeLUCA-HOFFMAN ASSOCIATES, INC.  
 778 MAIN STREET, SUITE 8  
 SOUTH PORTLAND, ME 04106  
 (207) 776-1121  
 DHAI@MAINE.RR.COM

TITLE:

**SU TRUCK (AASHTO 2004) TURNING MOVEMENT AT 6MPH**

EXCERPT OF DRAWING: AUTOTURN 1-15-09.DWG

**SK-C-2**

DATE: 1-15-09



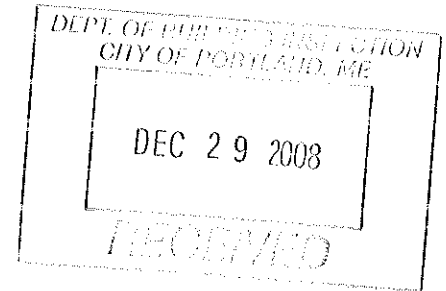
DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

■ SITE PLANNING AND DESIGN  
■ ROADWAY DESIGN  
■ ENVIRONMENTAL ENGINEERING  
■ PERMITTING  
■ AIRPORT ENGINEERING  
■ CONSTRUCTION ADMINISTRATION

December 23, 2008

Ms. Barbara Barhydt  
City of Portland Planning Authority  
4<sup>th</sup> Floor, City Hall  
389 Congress Street  
Portland, ME 04101



**Subject: Crescent Heights  
Response to Comments of December 9, 2008**

Dear Barbara:

We have received your December 9, 2008 correspondence regarding the above project and offer the following responses to your comments.

### Zoning

Comment 1: *Marge Schmuckal, Zoning Administrator, reviewed the plans submitted on November 18<sup>th</sup> for a lodging house with 44 rooming units. In her comments submitted on November 25, 2008, she indicates that the proposed project is in conformance with the R-6 zoning requirements and dimensional standards (Attachment 1). She does ask if an HVAC unit is proposed and what are the expected noise levels.*

Response: Because central air conditioning is not planned for the building, there will be no air handling units or compressor condenser units on the roof or at grade level.

Comment 2: *As a follow-up to Marge's comments, any proposed emergency generators or roof top appurtenances should be shown on the plan and building elevations along with anticipated noise levels.*

Response: All mechanical units other than the following will be located in an interior mechanical room on the lowest level of the building.

Equipment: Range hoods and bathroom exhaust fans will be ducted to wall caps. These will generate minimal sound, about 2 – 3 sones at the source. (A sone is a unit of perceived loudness). Their sound will be further attenuated by the horizontal run of ductwork attached to each cap.



Ms. Barbara Barhydt  
December 23, 2008  
Page 2

**Roof Items:** There will be a 42" high venthouse on top of the elevator shaft. This will be shown on the south elevation. Roof equipment will consist of an exhaust fan serving the corridors. This unit will be powered with a fractional horsepower motor, will be centrally located, and will have a sound rating of 10 – 15 sones.

**Site Plan**

**Comment 1:** *The lot area and square footage is presented [on] the cover sheet for the plan set. Please include this information on the site plan page as well.*

**Response:** The lot areas are part of the label for each lot and may be found on the Survey, Existing Conditions, and Site Layout Plans. The square footages of lot coverage, open space, etc. may be found in the Zoning Summary chart on C-2 General Notes. The figures are reproduced below for your reference.

Lot (CCRD Book/Page)	Lot Area (SF)
18032/68 (#25 Crescent Street)	3,133.1
19986/204 (undeveloped area)	4,913.2
22762/45 (#29 Crescent Street)	4,224.7
Portion of 19986/204	1,254.8
<b>Subtotal area</b>	<b>13,525.8*</b>
18032/68 (#15 Crescent Street)	4,277.8

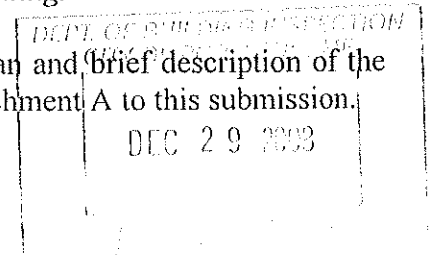
\*The deed recorded in CCRD Book 26288, Page 49 states the parcel size as 13,534.0 SF, a discrepancy of 8.2 SF.

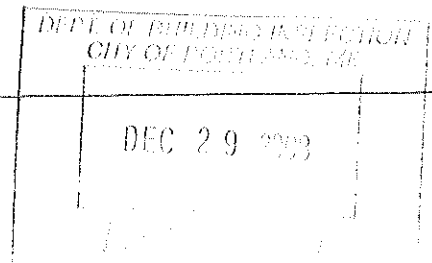
Building Summary	Area (SF)
Ground Floor	4,908
First Floor (Street Level)	4,877
Second Floor	4,788
Third Floor	4,590
<b>Total Gross Floor area</b>	<b>19,163</b>
<b>Total Footprint area</b>	<b>4,908*</b>

\*Footprint area, or building outline, is a measurement of the area of land covered by the building structure, measured along the exterior wall faces in a 2-dimensional or horizontal plane.

**Comment 2:** *The catalog cuts and location of lights was included in the application. Please submit a photometric plan for proposed exterior lighting.*

**Response:** Bartlett Design has provided the accompanying plan and brief description of the proposed site lighting. These are contained in Attachment A to this submission.





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December 23, 2008  
Page 3

Comment 3: *The Planning Staff is reviewing the building design and will submit comments shortly. As noted in the revised application, samples of the exterior materials must be submitted.*

Response: Exterior material samples will be displayed on boards and presented to the Planning Board during the meeting on January 13.

Comment 4: *The exterior storage facility for waste is located on the easterly side of the proposed building, next to the adjoining residential property under separate ownership. The first location was on the westerly side of the building and along the public sidewalk. While an enclosure is proposed to screen the new location of the dumpster, it is roughly 7 feet from the edge of the sidewalk. In addition, the noise during collection will impact both adjoining residential properties. The Planning staff encourages the applicant to seek alternatives to locating the dumpster in these locations. The site is tight and is challenged by steep slopes. Is an internal trash room or some other design solution a possibility?*

*Thomas Errico, Consulting Traffic Engineer, mentions moving the dumpster back to the original location in his correspondence (Attachment 2). As proposed, the change in curb lines creates a wide curb cut with the adjoining property and a driveway width of 9 feet leading to the dumpster. The City has concerns regarding the layout of the joint driveway in terms of accessibility for passenger cars and garbage trucks.*

Response: The applicant has considered alternatives, including interior refuse storage space. To utilize municipal trash collection services, full access would need to be provided to an interior location. This alternative was not feasible as the eastern side door will be kept locked for security and non-residents would not be permitted access.

There were several reasons the dumpster was moved to the eastern side. The eastern location is near a door; there is no door near the western side. Since the dumpster was removed from the west side, a second window was added to the corner bedroom on the street level. The shift to the east also removes the dumpster and enclosure from public view from passersby using the side door of the MMC garage. It also enabled the existing driveway turnout (mostly used by MMC service vehicles) to be removed, and allows space for another street tree and more landscaped space between the buildings and between the street and sidewalk. The space next to the proposed building was opened up to include bicycle parking located next to a public way. We viewed placement next to the residential abutter as the only downside to the east side location. A small dumpster (5 ft. x 5 ft.) will be screened by a sturdy PVC enclosure and should not result in excessive noise on collection days. The width of the curb cut was kept narrow (16.5 ft. wide) as it allowed planting space to mitigate direct views of the

Ms. Barbara Barhydt  
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enclosure from Wescott Street. The proposed curb cut is less wide than the other shared driveway curb cuts easterly on Crescent Street. The widths of the other existing curb cuts vary from 26 to 33 feet. The Existing Conditions Plan has been updated to reflect new sidewalk construction recently completed on the north side of Crescent Street.

*Comment 5: The site plan shows three bike racks with the capacity to hold 6 bicycles and two bicycle storage areas on the lower level with a capacity of 12 bicycles. The capacity to handle 18 bicycles exceeds the minimum City requirements. The proposed outside racks meet the City standards. The lighting of the area will be part of the review of overall lighting.*

Response: Proposed lighting in the area of the bike racks has been added to the photometric plan.

### #15 Crescent Street

*Comment 1: It was stated at the first workshop that the structure is not suitable for rehabilitation and the proposed site would be kept vacant. The loss of this building is part of the Replacement Housing review and the staff wonders if there is some merit in renovating the structure. The demolition plan indicates that #15 Crescent Street is proposed to be demolished, but the site plan shows the existing structure on this parcel. The site plan should show the proposed measures for stabilizing and landscaping the site.*

Response: The Applicant has reviewed the merit of renovating the existing structure at #15 Crescent Street and finds that it is not economically justified. The outline of the existing structure and associated pavements has been removed from the Site Layout Plan and other proposed plans. Proposed measures for stabilizing and landscaping the site have been added to the Site Layout and Landscape Plans. Basically, the applicant proposes to demolish the building and use the #15 Crescent Street site as a staging area during the construction period. After construction, the site will be graded, loamed and seeded for final surface stabilization.

### Traffic

*Thomas Errico, Consulting Traffic Engineer, has submitted the following comments (see Attachment 2).*

*Comment 1: As we discussed at last weeks staff meeting, it may make sense for the project to keep the curb cut open to the west and use it for [t]rash removal and thereby better delineate the driveway to the abutting property.*

Ms. Barbara Barhydt  
December 23, 2008  
Page 5

DEPT. OF BUILDING REGULATION  
CITY OF PORTLAND, ME

DEC 29 2008

Response: Please refer to the Response to Comment 4 above.

Comment 2: *I would suggest that a second crosswalk be provided on the northerly approach of Crescent Street. An ADA handicapped ramp will need to be added.*

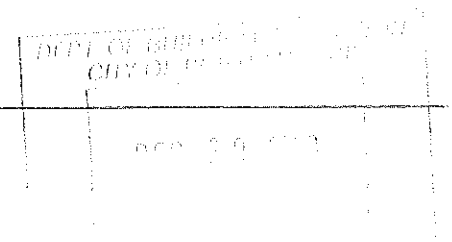
Response: One crosswalk from the SW corner of Wescott Street to an ADA handicapped ramp leading to the public sidewalk and proposed entryway is provided. This will supplement an existing crosswalk at the parking garage less than 100 feet to the west. For this reason it is our opinion that two crosswalks in the project vicinity should be adequate. No ramp is needed at the east end of the sidewalk at the shared driveway as it is at the same grade as the driveway.

Comment 3: *Parking for the project will be provided within the MMC Parking garage. The applicant shall provide information on the supply adequacy of the garage in the future. I would ask that the applicant provide clear language as to the agreement of parking spaces usage for tenants. For example, will all tenants be given use of space in the garage? Will dedicated signed spaces be provided? I would suggest that Corporation Counsel reviews the Lease for Parking Spaces agreement. [Planner's Note: Danielle West-Chuhta, Associate Corporation Counsel, is reviewing the agreement.]*

Response: A draft Lease Agreement has been previously submitted for review. There will be 44 undesignated parking spaces for the use of tenants of the Project. There are adequate spaces in the MMC Garage adjacent to the project. Refer to the "Bramhall Campus Parking Study Maine Medical Center" prepared by Gorrill Palmer Consulting Engineers dated December 2003 and revised April 2004, which calculates the total parking demand as 1,924 spaces with the total off-street parking supply of 2,658 spaces. There are 512 spaces within the expanded Ramp Parking Garage adjacent to the project with more than enough capacity to accommodate the project's parking needs.

Comment 4: *I conducted a trip generation analysis for the proposed project according to data contained in the publication Trip Generation, Institute of Transportation Engineers. Based upon traffic data developed for the MMC project, including monetary contributions, the proposed project shall contribute \$10,400.00 towards future transportation improvements at the Congress Street/Bramhall Street intersection.*

Response: Please refer to the appended letter from Tom Gorrill, the traffic consultant for the MMC expansion project. He states that parking spaces for the medical students were accommodated in the garage during the expansion and garage planning process. An impact fee of \$65,000 was paid by MMC at that time to contribute toward the future transportation improvements at the Congress Street/Bramhall Street intersection. The medical students who will be relocated to the proposed



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lodging house currently reside and park at properties owned by MMC. They already commute from the West End and park in the garage; as a result, moving them to the lodging house will not increase nor decrease the traffic generated. It is the applicant's opinion that an additional impact fee is not necessary, due in fact that it has already been assessed and paid as part of the MMC project. The trips generated by users of the future redevelopment of MMC properties have not been considered, so the impact fee for transportation improvements should be assessed at that future date. Furthermore, we are not aware of any credit applied to the existing three buildings to be demolished. The buildings at #15, #25 and #29 collectively contain 18 apartments and 5 rooming units. Accounting for these existing units as well as for the fact that the tenants at the proposed lodging house will primarily walk to work, it is our opinion that overall traffic will be enhanced by the project. As the Applicant has publicly stated, we consider the proposed project as "Smart Growth" in that it contemplates urban design and function and will effectively minimize traffic and other impacts.

**Civil Engineering**

*Dan Goyette, Consulting Engineer, submitted the following comments (See Attachment 3).*

Comment 1: *The existing sewer lines that are to be abandoned will need to be sealed at the main and plugged at the building.*

Response: Notes have been added to indicate that the existing sewer lines that are to be abandoned will be sealed at the main. The existing sewer pipe upstream of the point of the proposed sewer connection and in the vicinity of the proposed building will be removed. The upper end of the abandoned sewer connecting to Weymouth Street system will be plugged as well as sealed at the main in Congress Street.

Comment 2: *All demolition material from the project sites will need to go to the Riverside Recycling Facility.*

Response: The note on the General Notes sheet C-2 has been edited with this information.

Comment 3: *Catch Basin CB-A will need to have a casco trap.*

Response: A note has been added and the appropriate detail added to the plan set.

Comment 4: *The roof drain will need to be tied into the CB lateral, not directly to the catch basin as shown.*

Response: The roof drain has been changed to tie into the CB lateral instead of the catch basin.

Ms. Barbara Barhydt  
December 23, 2008  
Page 7

Comment 5: *The foundation drain can not be day lighted on the slope as it would create a waterfall onto the sidewalk on Congress Street. This would lead to a very hazardous ice condition during winter months for both the sidewalk and roadway. It should be tied into the existing stormdrain line in Congress Street.*

Response: We propose to daylight the foundation drain onto a shallow slope on the east side of the site. A riprap stabilized apron and level spreader will be provided to disperse water down the slope in a manner that will not result in erosion or concentrated flow. The foundation drains are not anticipated to collect excessive amounts of subsurface drainage. Once dispersed onto the stabilized slope, we foresee no major flow onto the sidewalk or street. We note that the foundation drains are being provided in accordance with the geotechnical report recommendation. The geotechnical investigation results did not indicate shallow groundwater or any particular groundwater limitations; hence we foresee any discharge from the foundation drains as being minimal.

Comment 6: *The electrical service will need to be installed using the Alternate #1.*

Response: That is our preference. We do not know at this point whether pole #2 is able to accommodate a 3-phase transformer necessary for the load of the proposed building. The Electrical Site Plans by Bartlett Design currently contemplate a new transformer be placed on the existing pole. The existence of conduit from pole #2 beneath Crescent Street is unknown as well at this time. The Electrical Site Plan currently includes two concrete encased duct banks crossing Crescent Street. A 2 x 2 duct bank will be provided for the power and a 2 x 3 duct bank will be provided for communications and cable.

Comment 7: *The sidewalk detail shall be modified to show 10" of type B gravel under the sidewalk, 12" of type B under the driveways and the boarder course of brick needs to be mortared to the bituminous base not the concrete base.*

Response: We have revised the standard sidewalk detail accordingly.

Comment 8: *The jogs in the sidewalk will need to be removed and the sidewalk shall be installed in a straight line.*

Response: The atypical configuration of Crescent Street in the project vicinity and the aesthetic value that the jogs provide justify our proposal to "jog" the sidewalk in an atypical approach. The property owner is willing to plow and clear the sidewalks and the jogs do not deter that operation. The jogs provide a more interesting walking experience in a broader than normal, non-linear landscaped space, yet the configuration provides direct access through and to the property, with seating areas to enjoy the larger space. Also, the jogs avoid the low sill of the

Ms. Barbara Barhydt  
December 23, 2008  
Page 8

bedroom windows of the first floor that are located 3 feet horizontally from the right-of-way line. There would be minimal separation of the sidewalk edge if built in its standard linear configuration. The desire for increased privacy from passersby resulted in the wider planting space between the windows and the public walk and thus, a jog was born. This jog was also reflected at the east end of the proposed walk to enlarge the planting area for a unique shade tree in front of the fenestrated, south-facing building lobby and to mitigate views of the shared driveway and trash enclosure as approached from the west. For these reasons along with the applicant's willingness to accept the maintenance responsibilities for the public walk areas in front of the site, we propose to maintain the sidewalk alignment as configured on the drawings.

Comment 9: *Portions of Crescent Street are under a 5 year moratorium and will be subject to the repairs required for moratorium streets.*

Response: Acknowledged. Recent pavement improvements end at the west boundary of #15 Crescent Street. We have added notes to the drawings clearly outlining the selected contractor's responsibility to perform all excavation activities within Crescent Street in accordance with the City's "Rules and Regulations for excavation activities within the Public Right of Way". We have also added standard details as excerpted from this technical guideline.

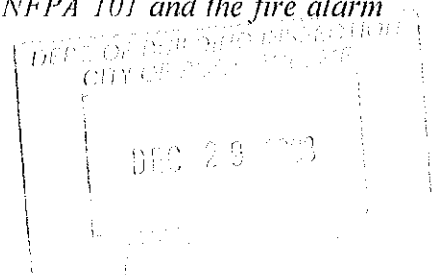
Comment 10: *It is not clear from the plans or the narratives provided what is intended at #15 Crescent Street. Please clarify if the building is to be demolished, replaced or left in its current condition.*

Response: Additional information has been provided. The building will be demolished and the site used as a temporary staging/materials storage yard during construction. Following construction the site will be loamed, seeded and mulched to provide a permanent grass surface restoration.

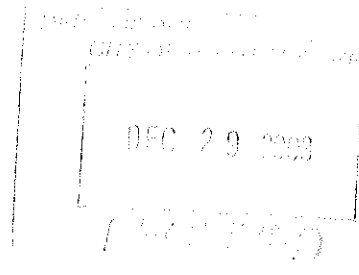
## Fire

Comment 1: *Captain Gregory Cass has approved the plan with the conditions that the plan by definition this will be reviewed as a dormitory per NFPA 101 and the fire alarm system will require a "Master Box" connection.*

Response: Acknowledged.



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December 23, 2008  
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**Landscaping**

Comment 1: *Jeff Tarling, City Arborist, review of the landscape is pending.*

Response: The project Landscape Architect has communicated with Jeff Tarling and made several landscape revisions based on their discussions. These are reflected in the latest plan submission.

**Additional Information (written submittal)**

Comment 1: *Please provide the estimated cost of development.*

Response: Estimated costs of development: \$3,000,000 building construction, \$4,000,000 total development.

Comment 2: *Please provide evidence of sewer capacity and adequate capping of sewer.*

Response: Frank Brancely of the Portland Department of Public Works has been contacted regarding our September 2008 request for a Capacity Availability letter. We will continue to follow up with Mr. Brancely regarding his issuance of a Capacity Availability letter and we will forward any correspondence we receive from him to the Planning Department if necessary. The capping of sewer occurs prior to construction. A confirmation letter will be requested at that time.

Comment 3: *The question of whether the unrecorded sewer easement will be referred to Danielle West-Chuhta.*

Response: It is our understanding that the sewer easement referred to on our plans simply was taken off earlier utility plans prepared by TRO and their civil consultant, Sebago Technics on behalf of MMC. We have contacted Sebago Technics and they have no record on this easement ever being executed, nor do records at the CCRD indicate this easement was ever executed. The purpose of the easement is also unknown. Since a portion of the #29 Crescent Street sewer will be removed and a portion reused as the private service for the proposed building we foresee no reason to have this easement in place. The sewer serves only the proposed building and no other buildings are served by the existing pipe to the best of our understanding and according to the City's records. As it will remain a private sewer connection, a sewer easement is not necessary in our opinion.

We trust these responses satisfactorily address the staff's comments. We look forward to appearing before the Planning Board at their January 13, 2009 meeting as we try to wrap up the workshop aspects of the project review.

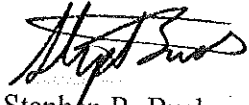


Ms. Barbara Barhydt  
December 23, 2008  
Page 10

If you have any further questions or informational needs please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E.  
Senior Engineer

SRB/sq/ked/smk/JN2827/Barhydt-12-22-08-ComRes

Attachments

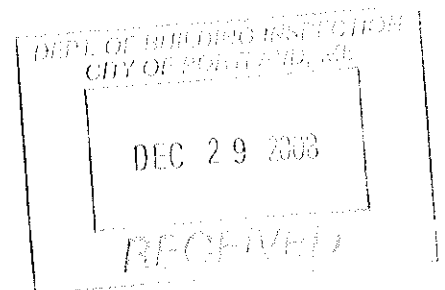
c: Crescent Heights, LLC  
Mark Wilcox, Winton Scott Architects

**ATTACHMENT A**

DEPT. OF PUBLIC WORKS  
CITY OF HOUSTON, TEXAS  
DEC 29 2003  
FILED

December 22, 2008

Mr. Stephen Bushey, PE  
DeLuca Hoffman Associates, Inc.  
778 Maine Street  
South Portland, Maine 04106



RE: Crescent Heights LLC Housing Project  
Crescent Street, Portland, Maine

Dear Steve:

It is our understanding that Crescent Heights LLC is planning to construct an 11 suite lodging house including 44 bedrooms on Crescent Street in Portland. The project is intended to serve medical students at Maine Medical Center who are currently housed in properties owned by Maine Medical Center. The students currently park in the newly constructed parking garage on Congress Street. Three buildings will be razed as part of the project which currently house 18 apartments and 5 rooming units.

It is our understanding that in the City staff's review comments, Mr. Errico has recommended that Crescent Heights LLC pay an impact fee for traffic associated with the project traveling through the intersection of Congress Street, Deering Avenue, and Bramhall Street (Bramhall Square). Gorrill-Palmer Consulting Engineers Inc. completed a traffic study in 2004 to assess the impact of the Obstetrics and Newborn Center, and the Congress Street garage which included the students who were in residence at that time as part of the existing traffic. Thus the impact of this traffic on Bramhall Square has already been considered.

### *Estimated Trip Generation*

Gorrill-Palmer Consulting Engineers, Inc. used the Institute of Transportation Engineers (ITE) publication *Trip Generation*, 7<sup>th</sup> Edition as the source for determining the potential trip generation for the Crescent Heights site during the PM peak hour of the adjacent street traffic. Although the project is a lodging facility, for the purpose of estimating trip generation we used Land Use Code 220, Apartment. The estimated trip generation based on 11 suites is 7 trip ends (a trip end is either a trip in or out, thus a round trip is equal to 2 trip ends). However, 44 bedrooms would equate to 4 bedrooms per unit, which is likely higher than the average sample in ITE. Therefore, our office assumed 2 bedrooms per unit to be conservative and recalculated the trip generation based on 22 suites, yielding an estimate of 14 trip ends for the project during the PM peak hour of the adjacent street traffic. Gorrill-Palmer Consulting Engineers Inc. has estimated, based on our knowledge and use of the area, that 30% of the traffic traveling to and from the site will utilize alternative modes such as walking, biking, or taking the bus, especially given the proximity of the project to Maine Medical Center and downtown Portland. Thus, we estimate that the project will generate 10 trip ends during the peak hour of the adjacent street traffic.

Mr. Steve Bushey, PE  
December 22, 2008  
Page 2 of 2

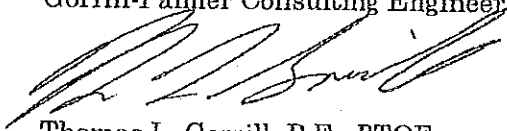
The existing 18 apartment units and 5 rooms we have estimated as 18 apartments to be conservative using Land Use Code 220 which results in 11 trip ends during the PM peak hour of adjacent traffic. Again, assuming 30% use alternative modes results in 8 trip ends during the peak hour of the adjacent street traffic. Thus, the project will result in a net increase of 2 trip ends to the site, which again were considered in the previously completed MMC traffic study.

### Impact on the Intersection of Congress/Bramhall/Deering

Gorrill-Palmer Consulting Engineers Inc. assigned the traffic to the site utilizing the trip assignment percentages contained in the "*Traffic Impact Study-Proposed-Expansion-Bramhall Campus, Portland, Maine, revised April 2004*". Based on this information, the trip assignment for the increase of two trip ends would be one trip entering on Ellsworth Street and one exiting through Bramhall Square.

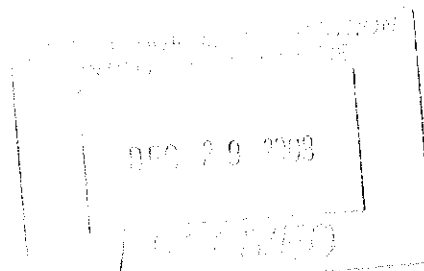
Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Thomas L. Gorrill, P.E., PTOE  
President

TLG/0g/JN2179/Bushey12-22-08-Revised.doc

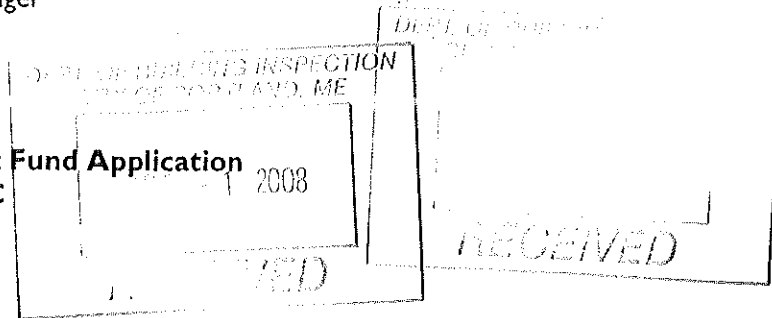




September 26, 2008

Ms. Barbara Barhydt  
Development Review Services Manager  
City of Portland Planning Authority  
389 Congress Street  
Portland, Maine 04101

**Subject: Housing Replacement Fund Application  
Crescent Heights LLC  
25-29 Crescent St.**



Dear Barbara:

On behalf of Crescent Heights LLC, I am pleased to submit our application for the Preservation and Replacement of Housing Units (PARHA). We plan to build a LEED-Gold Certified new apartment building housing 44 individuals on the site of what are now three uninhabitable apartment buildings, owned by Crescent Heights and purchased from Maine Medical Center in fulfillment of their contract zone and expansion. Developers Collaborative, doing business as Crescent Heights LLC, has worked very hard to create a smart growth concept that will be received favorably by the neighborhood, the institution, and the City and we look forward to the continued involvement of all interested parties as we make this building an asset to all.

The target market for Crescent Heights is student renters who will be coming to Portland as part of Maine Medical Center's new medical school partnership with Tufts University. Currently, if this increased demand is not met, new students will be renting primarily near Maine Medical Center, an area of the City constrained in opportunities for new housing creation. This will decrease affordability in a section of the City that is already unaffordable relative to some other areas of the City.

Crescent Heights' plan to provide replacement units is in keeping with the spirit, intent, and letter of Section 14-483, the stated purpose of which is "to promote and facilitate an adequate supply of housing, particularly affordable housing." **The replacement units will provide significantly more housing opportunities (44 bedrooms) than those being demolished (23 bedrooms).** However, due to the suite-style of the new building, 44 bedrooms are being accommodated in 11 "dwelling units," while 13 legal "dwelling units" and 15 legal "rooming units" are being replaced. **Therefore, and in recognition of the fact that student housing qualifies as "an important housing need within the City, as evidenced by its inclusion in the housing element of the City's Comprehensive Plan" under Sec. 14-384 (h)(6)(c), Crescent Heights is hereby applying under the special plan allowance of the above-mentioned Section of the Ordinance.**

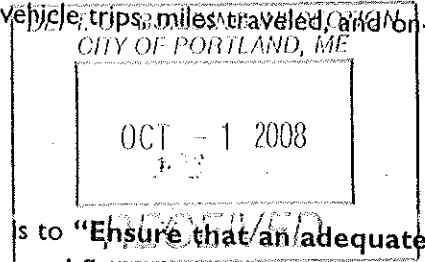
While Sec. 14-384 (h)(6)(c) sets this test to determine qualification under a special plan, it is worth noting that Crescent Heights meets many other goals of the Housing Element of the Comprehensive Plan as well in addition to the type of housing being proposed. The project will provide density, yet be compatible with the scale and character of the neighborhood; conform within existing zoning, thus obviating the need for a contract zone which has become more and more common in the City; be a significant upgrade in quality of the housing stock at a time when new investment in Portland's housing is

(207) 772-7673

Fax (207) 253-5183

17 Chestnut Street / Portland, ME 04101  
www.developerscollaborative.com

challenged; create a sustainable building that will seek LEED Gold Certification, thus providing both lower life cycle costs as well as sustainable building design, materials, and practices; and be located extremely close to the end users' major destination, keeping down vehicle, trips, miles traveled, and on-street parking demand.



**Special Plan as contemplated by Sec. 14-384(h)(6)(c)**

**POLICY #1** of the Housing Component of the Comprehensive Plan is to **"Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future."** To implement this, "a diverse mix of housing types," is called for, including "Housing for special markets, such as...student or dormitory housing." A related strategy is to "Encourage higher density housing located near services, such as schools, businesses, institutions, employers, and public transportation."

**POLICY #3** of the Plan is to **"Maintain and enhance the livability of Portland's neighborhoods as the City grows through careful land use regulation, design and public participation that respects neighborhood integrity."** This emphasis on the value of neighborhoods as planning units underlies the provisions in Maine Medical Center's contract zone agreement (Order 172-04/05), which initially required the divestiture of the properties upon which the uninhabitable housing is now to be replaced by Crescent Heights LLC. Order 172-04/05 expressly contemplates that the divestiture of the properties will "allow others to return them to residential use." New construction aimed at a specialty niche market such as medical student housing is perhaps one of the only ways to fulfill the intent of the contract zone due to the poor state of repair of the properties, even at the time of the contract zone agreement. The condition of these buildings is such that not only are they unable to be rented in their current state, they are too far gone to be renovated as the cost to do so would not justify the achievable rents upon renovation. Thus, the buildings will not likely be renovated, by Crescent Heights or any other party subject to economic or market constraints.

Further in **POLICY #3**, Action 3.a.4 is "The City should work with its colleges and universities to assure **new construction** of affordable student housing, to meet the current and future needs created by their long-term goals for expansion."

Also in **POLICY #3**, Objective 3.d. is to "Encourage **new** housing development in proximity to neighborhood assets such as open space, **schools**, community services and public transportation. This Objective contemplates more general smart growth ideas that it is desirable to live near common destinations. Crescent Heights will be targeted toward medical students who will be working and studying one block away. This is possible because parking is provided in the garage next door, an innovation that allows a greater density of housing to be built within existing zoning regulations. Density (see **POLICY #1**, above) and conformance with zoning ("Uphold Zoning: Enforce approved density regulations in the Zoning Ordinance") are also two goals of the Housing Element of the Comprehensive Plan.

*"Portland is home to the region's major institutions, which provide numerous employment opportunities and create a demand for housing for employees and students. These benefits can be offset by increased traffic, parking and housing demands that may adversely affect neighborhoods. Residents express concern about the*

transitory nature of student tenants, shortage of parking, and upkeep of residential buildings. The City will continue to work on balancing neighborhood stability with the needs of institutions to expand and provide required services.”

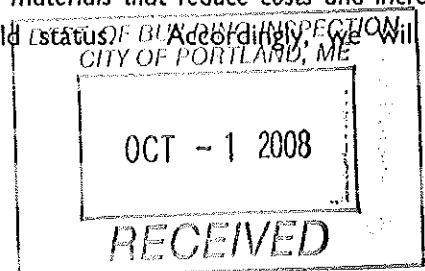
-Housing Component of the Comprehensive Plan, p. 42

Crescent Heights is the result of a predevelopment process that has included an analysis of the properties to be redeveloped, the opportunities and constraints of the neighborhood, and consultations with community stakeholders including neighborhood residents, elected officials, City staff, and Maine Medical Center. This process has resulted in a proposal which is tailored to the unique requirements of the situation and site.

**POLICY #5** states that **“Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.”**

Smart growth is a central tenet of both the City of Portland. Crescent Heights helps implement this vision in many ways on a single site. In fact, Crescent Heights is in keeping with all six of the major objectives of POLICY #5, including:

- Objective 5a: *“...a dynamic balance of the essential element of the city, such as excellent schools, diverse housing choices, proximity to services and employment...expanded economic base”*
- Objective 5b: *“Maximize development where public infrastructure and amenities exist”*
- Objective 5c: *“Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing.”* Importantly, one of the Medical Center’s motives in establishment of a medical school is not only to create more doctors in Maine, but to keep them here upon graduation and entrance into a professional career. Maine has a well-documented shortage of physicians and MMC sees a positive student experience as a key toward retaining MDs upon graduation. Crescent Heights will work in support of this important goal.
- Objective 5d: *“reduce dependence upon the automobile and make neighborhood life without a car more practical.”* While this project will use the transportation network efficiently by providing housing close to daily destinations as noted above, density in this location (fronting on Crescent Street but proximate to Congress Street) will support the City’s goal of a retail street presence on the latter. Currently there is a vacant retail space in the parking garage and this particular section of Congress Street awaits the critical mass necessary to spur the desired type of development.
- Objective 5e: *“Locate and design housing to reduce impacts on environmentally sensitive areas.”*
- Objective 5f: *“Design housing using new technologies and materials that reduce costs and increase energy efficiency.”* This project will target LEED Gold implementing features such as:
  - Interior bicycle storage and changing rooms;



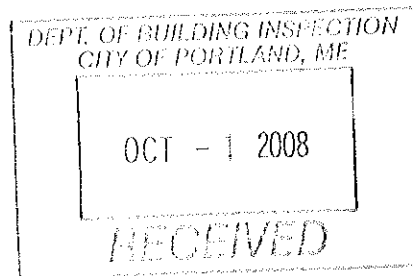
- Increased stormwater quality control;
- Light pollution reduction;
- Water efficient landscaping;
- Water use reduction techniques;
- Optimized energy performance;
- Enhanced refrigerant management;
- Enhanced commissioning;
- Solar hot water panels;
- Construction waste management;
- Low-emitting materials;
- Controllable lighting and thermal comfort systems.

In recognition of the fact that Crescent Heights is creating nearly double the housing opportunities (23 vs. 44 bedrooms), greatly increasing the quality of the units while maintaining affordability to students, and meeting "an important housing need within the City," as specified in the special plan provision of Sec. 14-384(h)(6)(c), we ask that you approve such special plan as presented herein and find Crescent Heights to be in full satisfaction under Sec. 14-384.

Thank you,

  
Richard Berman

Crescent Heights LLC





# PRESERVATION AND REPLACEMENT OF HOUSING UNITS

## PROJECT DATA

53-E-14  
53-E-15  
53-E-5  
53-F-6

Address Where Units Will Be Eliminated: 15, 25, + 29 Crescent St. C-B-L: 53-E-5  
 Address Where Units Will Be Replaced: 25-29 Crescent St. C-B-L: 53-E-5  
 Number Of Units Eliminated: 3 du; 4 ru<sup>(23)</sup> Number Of Units Replaced: 11 (44 beds)

Circle Type of Unit Eliminated: rooming unit dwelling unit sheltered care group home

Circle Manner of Unit Elimination: Demolition consolidation conversion to nonresidential

original site to be used for parking after elimination

### Information on units to be Eliminated

Tenant Name	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Unit 1	See Attached spreadsheet					
Unit 2						
Unit 3						
Unit 4						
Unit 5						
Unit 6						

### Information on Replacement Units

	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Unit 1	See Attached spreadsheet				
Unit 2					
Unit 3					
Unit 4					
Unit 5					
Unit 6					

Explain in detail any vacant units – who – why – when – etc.

Please attach dimensioned floor plans of all units being eliminated AND dimensioned floor plans of replacement units

See Attachment  
See Attachment

AFTER PLANNING BOARD CONDITIONAL USE APPROVAL

Date of P.B Conditional Use Approval: \_\_\_\_\_

Shall attach copies of 90 day notice to vacate for each tenant who's unit is eliminated with proof of service.

Performance guarantee (letter of credit) posted on: \_\_\_\_\_ for \$ \_\_\_\_\_

Was alternate to replacement units exercised? \_\_\_\_\_ If so, how much money for how many units? \_\_\_\_\_

Date of receipt of alternate contribution: \_\_\_\_\_

I, Richard Berman, as applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 9/25/08

Signature: Richard Berman

Print or type name: RICHARD BERMAN

**Information on Units to be Eliminated**

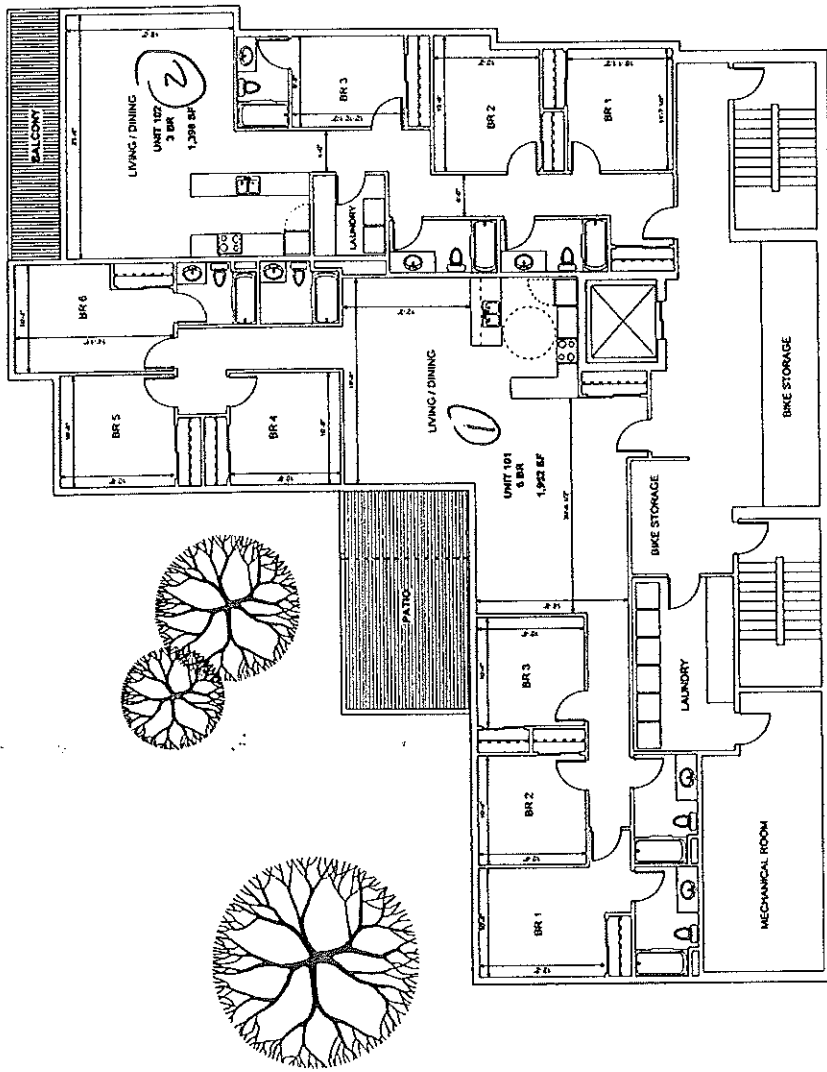
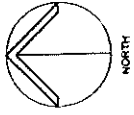
Tenant Name	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
15 Crescent #1 (du)	n/a	not measured	4	n/a	uninhabitable	n/a
15 Crescent #2 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #3 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #4 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #5 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #6 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #1	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #2	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #3	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #4	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #5	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #6	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #7	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #8	n/a	not measured	1	n/a	uninhabitable	n/a
29 Crescent #1	n/a	not measured	1	n/a	uninhabitable	n/a
29 Crescent #2	n/a	not measured	1	n/a	uninhabitable	n/a
29 Crescent #3	n/a	not measured	2	n/a	uninhabitable	n/a
29 Crescent #4	n/a	not measured	2	n/a	uninhabitable	n/a

Total DU to be eliminated            13  
 Total RU to be eliminated            5  
 Total Bedrooms to be eliminated    23

**Information on Replacement Units**

Unit #	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Crescent Heights #101	n/a	1,952	6	tbd	see attached	1 yr
Crescent Heights #102	n/a	1,398	3	tbd	see attached	1 yr
Crescent Heights #201	n/a	1,384	5	tbd	see attached	1 yr
Crescent Heights #202	n/a	1,170	3	tbd	see attached	1 yr
Crescent Heights #203	n/a	1,398	5	tbd	see attached	1 yr
Crescent Heights #301	n/a	1,384	5	tbd	see attached	1 yr
Crescent Heights #302	n/a	1,170	3	tbd	see attached	1 yr
Crescent Heights #303	n/a	1,398	5	tbd	see attached	1 yr
Crescent Heights #401	n/a	1,384	3	tbd	see attached	1 yr
Crescent Heights #402	n/a	1,170	3	tbd	see attached	1 yr
Crescent Heights #403	n/a	1,398	3	tbd	see attached	1 yr

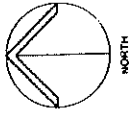
Total DU to be replaced            11  
 Total RU to be replaced            0  
 Total Bedrooms to be replaced    44



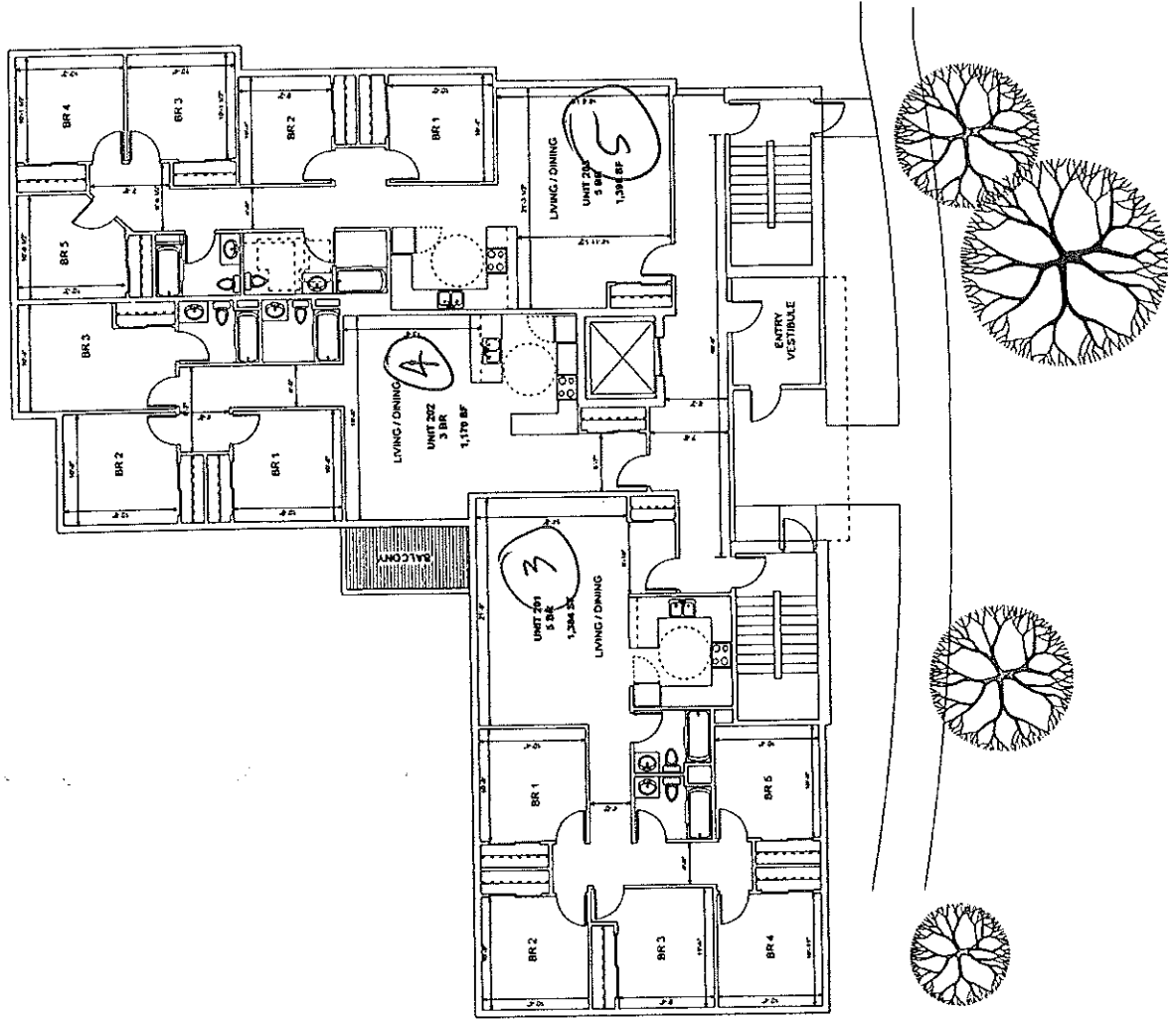
Level 1 Floor Plan

Crescent Heights  
Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



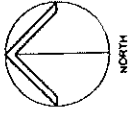
NORTH



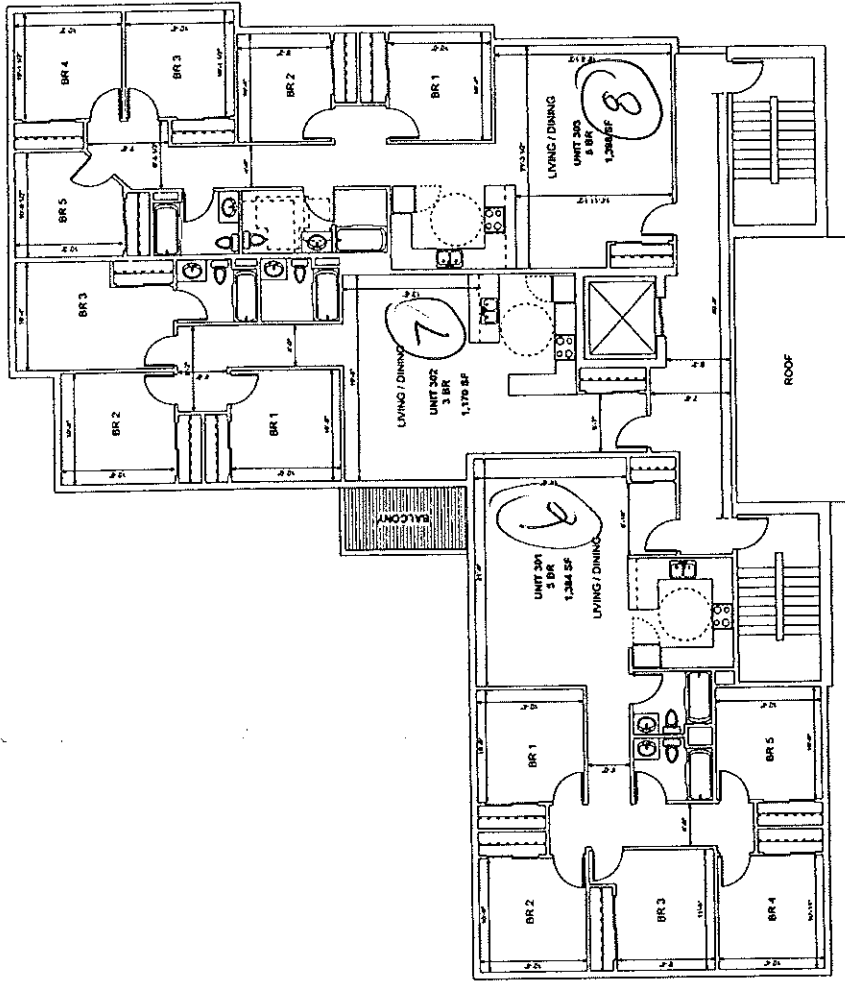
Level 2 / Ground Floor Plan

Crescent Heights  
Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



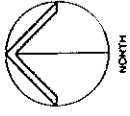
NORTH



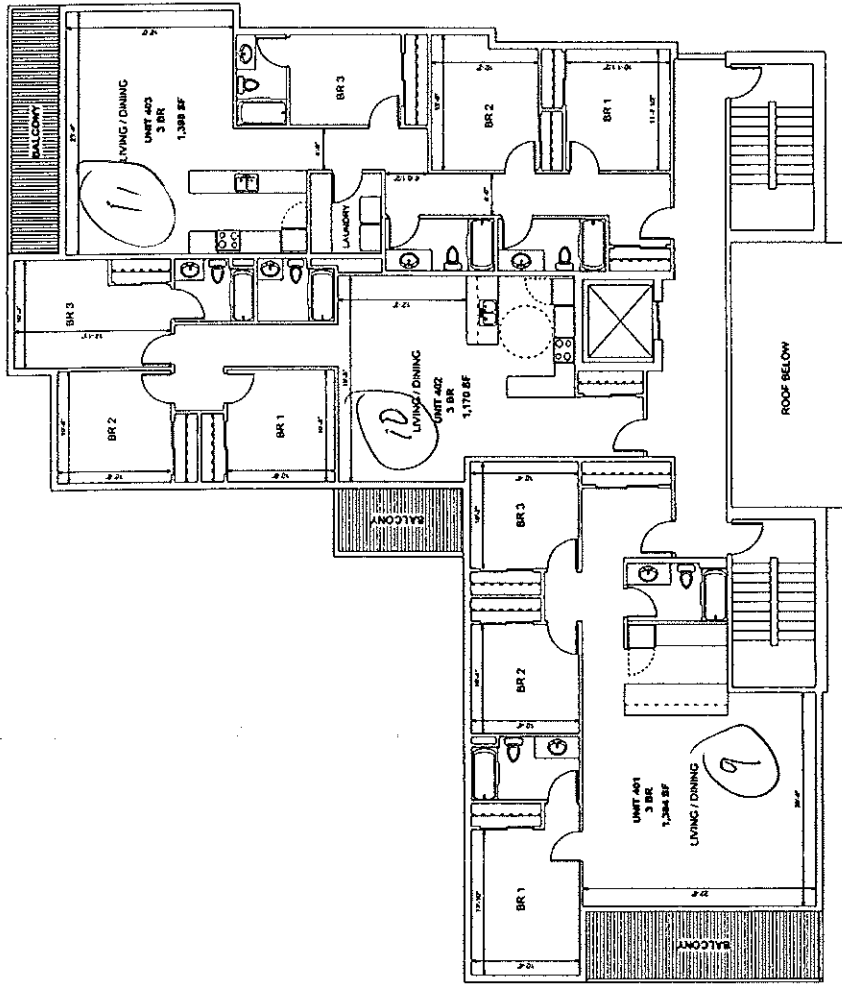
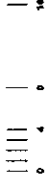
Level 3 Floor Plan

Grescent Heights  
Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



NORTH



Level 4 Floor Plan  
Crescent Heights

Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



September 26, 2008

Penny St. Louis Littell, Director  
Planning & Urban Development Department  
City of Portland  
Room 308  
389 Congress Street  
Portland, ME 04101

Re: Crescent Heights Apartments – Portland, Maine

Dear Ms. Littell,

I am writing on behalf of Crescent Heights, LLC and their proposed project on Crescent and Congress Streets. Gorham Savings Bank is very interested in providing both the construction and permanent financing for this project.

While this letter is not to be construed as a loan commitment, we have reviewed the concept as outlined by the Developer and are comfortable with their management and financial ability to see the project through to a successful completion.

If you should need further information or clarification, please contact me at 222-1492.

Regards,

A handwritten signature in black ink that reads "Karl Suchecki". The signature is fluid and cursive, with the first name "Karl" being more prominent than the last name "Suchecki".

Karl Suchecki  
Sr. Vice President

Cc: Crescent Heights, LLC



## LEASE FOR PARKING SPACES

LEASE made this \_\_\_\_ day of September, 2008, by and between MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 ("Landlord") and CRESCENT HEIGHTS LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Tenant")

### W I T N E S S E T H:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, 44 motor vehicle parking spaces in Landlord's parking garage located adjacent to Landlord's 22 Bramhall Street campus and accessed from Congress Street and from the access road near Crescent Street (the "Spaces"). The Spaces are available to Tenant on an unassigned, nonexclusive basis; provided, however, that Landlord guarantees to Tenant that the Spaces shall be available. The Spaces shall be restricted to lessees of Tenant's residing in Tenant's housing project to be located on Crescent Street adjacent to Landlord's hospital property (the "Project").
2. Term; Renewal. The term of this Lease shall commence on the date of issuance of a certificate of occupancy for the Project and continue until September 1, 2028. If such certificate of occupancy is not issued by November 30, 2010, this Lease shall terminate and be of no further force or effect. Upon delivery of written notice to Landlord given not less than twelve (12) months prior to the end of the initial term hereunder, Tenant may, at its option, extend this Lease for one additional term of twenty (20) years (the "Renewal Term"), provided that Tenant is not in default hereunder at the time such written notice is given or at the commencement of the Renewal Term. The Renewal Term shall end on September 1, 2048.
3. Rent. Tenant covenants and agrees to pay rent during the term of this Lease of One Dollar (\$1.00), payable in advance.
4. Maintenance. Landlord shall at all times maintain the Spaces in the same order and repair as they are in at the commencement of the term, reasonable use and wear excepted. At the expiration of the term, Tenant shall surrender the Spaces to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and only excepted.
5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be mutually satisfactory.
6. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the

Spaces or arising in any way from the use or condition of the Spaces, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, except to the extent any such claims arise from the negligence or willful acts of Landlord or any employee, invitee, contractor or tenant of Landlord's.

7. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that the parking garage in which the Spaces are located or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Spaces are thereby rendered untenable in whole or in part, then either Landlord or Tenant may terminate this Lease upon written notice to the other.

8. Tenant's Property. All motor vehicles and property of every kind, nature or description therein belonging to Tenant and to all persons claiming through or under Tenant which may be in the Spaces or otherwise using the parking garage during the term of this Lease, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

9. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Tenant shall not assign this lease or sublet the Spaces without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except that Tenant may assign this Lease to a successor owner of the Project without needing to obtain Landlord's consent.

11. Subordination to Mortgage. This Lease is subject and subordinate to any and all mortgages from Landlord to third persons, whether now or hereafter existing. At the written request of Landlord or any mortgagee, Tenant agrees to attorn to any such mortgagee.

12. Notices. Notices to be given under this Agreement shall be deemed sufficient if in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after delivery if

mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or if sent by reputable overnight courier or delivery service, and addressed to the recipient at the address set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by providing the other party with written notice of the new address in the manner specified herein.

13. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

MAINE MEDICAL CENTER, Landlord

\_\_\_\_\_

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

Name:

Title

CRESCENT HEIGHTS LLC, Tenant

\_\_\_\_\_

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

Richard Berman, its Member



# PORTLAND MAINE

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Penny St. Louis Littell, Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

## Meeting Information

DATE: 10/6/08 ZONE: R-6

LOCATION: 25 - 29 & 15 Crescent Streets

next Tues at 11:00 PEOPLE PRESENT: Barbara, Marge, T.J., Penny, Alex

DISCUSSION: Housing Replacement Fund Appl  
Barbara started - Extrajurat tie-ins with the reforming walls  
T.J had the comp plan -  
Housing units  
Housing vs. Apartments -  
Alex read something about ME MED Fed  
under 6c - not meeting  
Question Diverstine of ME MED  
Project of special merit goes to City Council  
Management Structure / Rent Structure  
Draft lease for the "units" (Dwelling and/or Rooms)

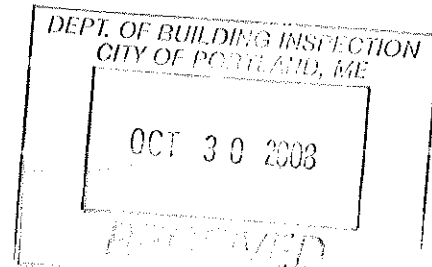
Please note: this meeting is not an pre-approval of any ordinances. No project can be approved without going thru the appropriate reviews. This meeting is only to outline the City processes to go through based on the information given at this meeting. Any changes to that information may change the process requirements. Please check ordinances that are on-line for further information at [www.portlandmaine.gov](http://www.portlandmaine.gov).



October 27, 2008

Penny St. Louis Littell, Director  
Department of Planning and Urban Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101

*Crescent Heights LLC*



**Subject: Crescent Heights LLC**

Dear Penny:

On behalf of Crescent Heights LLC, I would like to clarify a few details for discussion during the development review process. First, and most substantively, we realize now that our development review application should have specified that we are applying for permission to construct a lodging house rather than an apartment building. This will be reflected in corrections to earlier submission materials and all future submissions. We apologize for the confusion on our part and have been working with staff to ensure that we meet the definitional requirements for a lodging house.

We think that this one change will clarify many points which were previously unclear, especially regarding such issues as management and lease structure. Regarding the former we have now received a management proposal from a professional management company and will be submitting it as requested to help clarify this issue.

The major area upon which we seek clarification under the lodging house definition is an opinion of our liability under the Housing Replacement Fund. We realize from your last letter (thank you for the prompt response) that under our last proposal of 11 apartment units this obligation would have potentially been \$290,000. We would now like to request another potential determination based upon 44 rooming units.

The issue at hand seems to us to be whether there is a tradeoff between rooming units and dwelling units as defined under the Ordinance. We do realize that we will be removing 13 of the latter and 5 of the former, to be replaced with 44 rooming units. We also would like to note that we will be providing significantly more housing opportunities than we are removing (44 vs. 23 bedrooms). We understand also that one interpretation of the Ordinance might possibly be that we are liable for payment for 13 dwelling units totaling \$754,000. However, we feel this would be unreasonable and punitive, and as such, to be not the intent of the Ordinance.

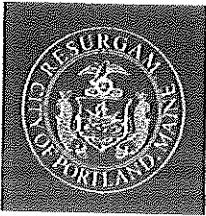
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OCT 27 2008

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www.developerscollaborative.com

City of Portland  
Planning Division

*2 sides*



# PORTLAND MAINE

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Planning & Urban Development Department  
Penny St. Louis Littell, Director

Planning Division  
Alexander Jaegerman, Director

October 17, 2008

Crescent Height LLC  
c/o Developers Collaborative  
17 Chestnut Street  
Portland, ME 04101

Dear Richard, Peter and Kevin:

At our meeting on Tuesday, October 14<sup>th</sup>, you requested the estimated housing replacement cost for units lost in your pending proposal for Crescent Street. Based upon your application under Portland's Housing Replacement Ordinance, the following cost estimate was prepared by T.J. Martzial, Director of Housing and Neighborhood Services:

For 2008 the adjustment factor would be 1.16. Therefore for each dwelling unit the contribution would be \$58,000, and for each rooming unit it would be \$34,800.

Using Richard's numbers from his 9/26/08 letter he would be replacing 11 of 13 dwelling units for a net loss of 2 = \$116,000. Total of 5 rooming units being eliminated = \$174,000. Total = \$290,000.

Thank you for your attention to this matter.

Sincerely,

Penny St. Louis Littell, Director  
Department of Planning and Urban Development

Cc: T.J. Martzial, Housing and Neighborhood Services Division Director  
Alexander Jaegerman, Planning Division Director  
Marge Schmuckal, Zoning Administrator  
Barbara Barhydt, Development Review Services Manager



**From:** Barbara Barhydt  
**To:** Jaegerman , Alex; Margolis-Pineo, David; Schmuckal, Marge  
**Date:** 10/10/2008 1:05:46 PM  
**Subject:** Crescent Street Housing

Hi:

Penny wanted to join this meeting, so I have to reschedule it. Penny and Richard Berman are available from 12:30 to 1:30 on Tuesday, October 14th. Penny will discuss the housing replacement ordinance with Richard. I know Richard would like feedback for the subdivision and site plan as well.

Please let me know if you are able to attend at the new time.

Thanks.

Barbara

**CC:** Littell , Penny; Martzial, T. J.



**From:** T. J. Martzial  
**To:** Barhydt, Barbara; Jaegerman , Alex; Littell , Penny; Schmuckal, Marge  
**Date:** 10/16/2008 3:55:56 PM  
**Subject:** Housing Replacement Ordinance Fees

For 2008 the adjustment factor would be 1.16. Therefore for each dwelling unit the contribution would be \$58,000, and for each rooming unit it would be \$34,800.

Using Richard's numbers from his 9/26/08 letter he would be replacing 11 of 13 dwelling units for a net loss of 2 = \$116,000. Total of 5 rooming units being eliminated = \$174,000. Total = \$290,000.



# PORTLAND MAINE

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Penny St. Louis Littell, Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

## Meeting Information

Owner under -

Crescent Heights LLC

DATE: 10/14/08 ZONE: R-6

LOCATION: Crescent St

PEOPLE PRESENT: Richard Berman - Alex J - Barbara - Scott <sup>Winters</sup>

Penny - Marge - Peter BASS - ~~Sebastian~~ <sup>Steve Bussness</sup> Kevin - <sup>David Hoffman</sup>

DISCUSSION: - Penny discussed ME MED Divestiture of The

- Property - We need a copy of the Development Agreement
- Does it meet zoning? - How are they to be rented out? What is the mode of management -

City Council - Go ~~to~~ for a project special merit -

Richard Berman - intended to be rented 1<sup>st</sup> to Maine Med, intended to be apts

↓ Get a lease & copies of leases

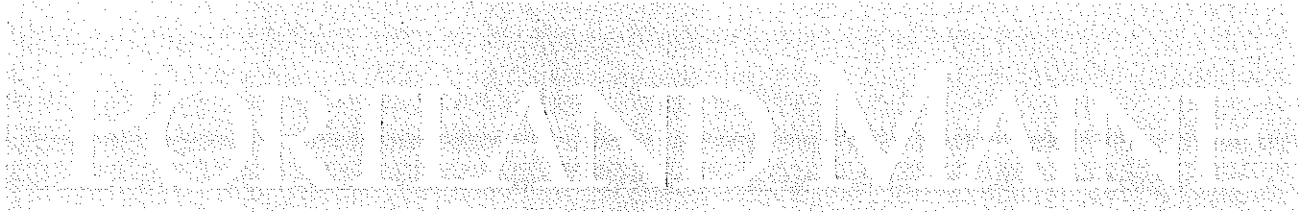
Zoning Questions - I need to know more specifics - Dormitories are not a permitted use on their own - Need to still make a final decision

5 of the 6 "units" to be rented to Maine MED - RE: letter from <sup>Sto</sup> Sellinger

Barbara - The project is also a subdivision  
- Show distance in footage - how far is the parking from the property  
- hydrant across the street -

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- discussed front setback in R-6 & the availability to average what is on the other side  
Workshop in the 20th



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Lee Urban- Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

### Meeting Information

DATE: 9/5/08  
LOCATION: Crescent St & other locations discussed  
PEOPLE PRESENT: Alex - Barbara - T.J Martel - Richard Berman

ZONE: R-6 Creme Bldg: 25-27 Ellsworth St  
53-H-2

DISCUSSION: Brackett renovating Demolished #06-166 Z  
single fam. per  
BREAT micro pd  
Bought Nill - Ellsworth → Creme lot - 2 LLCs  
# 29 - 9 DU → # of legal units? → check legal  
leases for parking spaces

wants to rent apts & rooms - 11 apts 53-E-14415  
ME MED - "Tufts" tie-in 27-29 Crescent St - legal use  
A "Smart Growth" project? 4 DU (micro pd)

NO site plan available at meeting  
#15 Crescent street will be torn down & grassed over  
Discussed the differences between Lodging houses & Dwelling units  
Discussed Housing replacement ordinance  
Discussed Housing Plan Barbara had a copy - is on-line  
Sustaining Portland's Future

Please note: this meeting is not an pre-approval of any ordinances. No project can be approved without going thru the appropriate reviews. This meeting is only to outline the City processes to go through based on the information given at this meeting. Any changes to that information may change the process requirements. Please check ordinances that are on-line for further information at [www.portlandmaine.gov](http://www.portlandmaine.gov).

**From:** Marge Schmuckal  
**To:** ALEX JAEGERMAN; Barbara Barhydt; PENNY LITTELL; T. J. Martzial  
**Date:** 10/21/2008 3:48:29 PM  
**Subject:** Crescent Street Project

Yesterday I met with Richard Berman and Kevin Bunker to go over the possibility that this project can "lawfully" be considered a Lodging house with suites of rooming units. They had done some homework with calculations to show that they can meet the density requirements both within the building and for the land area. Later in the afternoon they dropped off scaleable plans for me to check their figures.

I have been working on that today and have come to a conclusion that this project can be called a lodging house with suites of rooming units and meet the density requiremenst of the R-6 zone.

I have left a message with Richard Berman with the results of my calculations. I encouraged him to quickly come to some decision concerning whether or not he would change his application from the dwelling units to a lodging house. I reminded him that staff was trying to put together Planning Board memos.

Marge Schmuckal

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 10/21/2008

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Yesterday I met with Richard Berman and Kevin Bunker to go over the possibility that this project can "lawfully" be considered a lodging house with suites of rooming units. They had done some homework with calculations to show that they can meet the density requirements for both within the building and for the land area per rooming unit. Later in the afternoon they dropped off scaleable plans for me to check their figures.

After calculating room sizes and common areas and land area per dwelling unit, I have come to a conclusion that this project can be called a lodging house with suites of rooming units and meet all the density requirements of the R-6 Zone.

I left a message for Richard Berman with the results of my calculations. I encouraged him to quickly come to some decision concerning whether or not he would change his application from the dwelling units to a lodging house. I reminded him that staff was trying to put together PB memos.

Marge Schmuckal  
Zoning Administrator

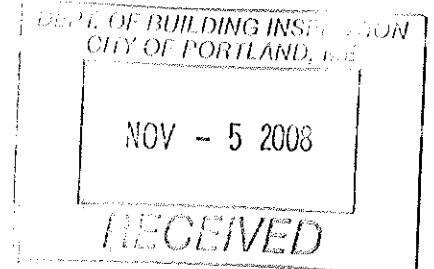


Marge

November 3, 2008

Ms. Barbara Barhydt  
Development Review Services Manager  
City of Portland Planning Authority  
389 Congress Street  
Portland, Maine 04101

**Subject: Revised Housing Replacement Fund Application  
Crescent Heights LLC  
25-29 Crescent St.**



Dear Barbara:

On behalf of Crescent Heights LLC, I am pleased to submit our revised application for the Preservation and Replacement of Housing Units (PARHA). We plan to build a LEED-Gold Certified new lodging house with **44** bedrooms on the site of what are now three uninhabitable apartment buildings containing **23** bedrooms. These buildings and underlying land are owned by Crescent Heights and were purchased from Maine Medical Center in fulfillment of their contract zone and expansion. Developers Collaborative, doing business as Crescent Heights LLC, has worked very hard to create a smart growth concept that will be received favorably by the neighborhood, the institution, and the City and we look forward to the continued involvement of all interested parties as we make this building an asset to all. In keeping with this spirit, and in recognition of the value of this project to the City's housing stock, we would like to receive a determination of **no financial obligation** under the PARHA. Specifically, we continue as before to apply under the Special Plan provision, as contemplated by Sec. 14-384(h)(6)(c)

The target market for Crescent Heights is student renters who will be coming to Portland as part of Maine Medical Center's new medical school partnership with Tufts University. Currently, if this increased demand is not met, new students will be renting primarily near Maine Medical Center, an area of the City constrained in opportunities for new housing creation. This will decrease affordability in a section of the City that is already unaffordable relative to some other areas of the City.

Crescent Heights' plan to provide replacement units is in keeping with the spirit, intent, and letter of Section 14-483, the stated purpose of which is "to promote and facilitate an adequate supply of housing, particularly affordable housing." **The replacement units will provide significantly more housing opportunities (44 bedrooms) than those being demolished (23 bedrooms).** However, these 44 bedrooms are rooming units, as opposed to being bedrooms within dwelling units. This is an important distinction from the point of view of the Ordinance; dimensional, parking, and other requirements are different for a lodging house than an apartment.

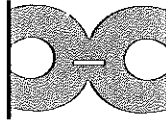
From the point of view of preservation of housing units, however, the utility of this distinction is lessened. The stated goal of 14-483, "to promote and facilitate an adequate supply of housing, particularly affordable housing" will be greatly advanced by the Crescent Heights proposal. Medical students are coming to the West End to be housed. If this building is not built, they will seek housing

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elsewhere close to the Medical Center. As the predominant stock of units in the West End is rental apartments (“dwelling units”), that is what these students will rent. **There is therefore, from a market perspective, which translates directly into affordability, a clear link between dwelling units and rooming units.**

While tradeoffs may be involved which would lead a student to choose one or the other, both rooming and dwelling units serve to satisfy the market need for housing. **Further, Section 14-483 explicitly recognizes this tradeoff in its establishment of a payment of \$30,000 for a rooming unit and \$50,000 for a dwelling unit. Thus, we feel that the Ordinance has the flexibility built-in to recognize the tradeoff between dwelling and rooming units. We ask for a logical determination on that basis.**

Therefore, and in recognition of the fact that student housing qualifies as “an important housing need within the City, as evidenced by its inclusion in the housing element of the City’s Comprehensive Plan” under Sec. 14-483 (h)(6)(c), Crescent Heights is hereby applying under the special plan allowance of the above-mentioned Section of the Ordinance.

While Sec. 14-384 (h)(6)(c) sets this test to determine qualification under a special plan, it is worth noting that Crescent Heights meets many other goals of the Housing Element of the Comprehensive Plan as well in addition to the type of housing being proposed. The project will provide density, yet be compatible with the scale and character of the neighborhood; conform within existing zoning, thus obviating the need for a contract zone which has become more and more common in the City; be a significant upgrade in quality of the housing stock at a time when new investment in Portland’s housing is challenged; create a sustainable building that will seek LEED Gold Certification, thus providing both lower life cycle costs as well as sustainable building design, materials, and practices; and be located extremely close to the end users’ major destination, keeping down vehicle trips, miles traveled, and on-street parking demand.

### **Special Plan as contemplated by Sec. 14-384(h)(6)(c)**

**POLICY #1** of the Housing Component of the Comprehensive Plan is to “**Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.**” To implement this, “a diverse mix of housing types,” is called for, including “Housing for special markets, such as...student or dormitory housing.” A related strategy is to “Encourage higher density housing located near services, such as schools, businesses, institutions, employers, and public transportation.”

**POLICY #3** of the Plan is to “**Maintain and enhance the livability of Portland’s neighborhoods as the City grows through careful land use regulation, design and public participation that respects neighborhood integrity.**” This emphasis on the value of neighborhoods as planning units underlies the provisions in Maine Medical Center’s contract zone agreement (Order 172-04/05), which initially required the divestiture of the properties upon which the uninhabitable housing is now to be replaced by Crescent Heights LLC. Order 172-04/05 expressly contemplates that the divestiture of the

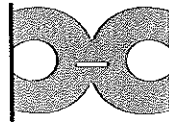
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properties will "allow others to return them to residential use." New construction aimed at a specialty niche market such as medical student housing is perhaps one of the only ways to fulfill the intent of the contract zone due to the poor state of repair of the properties, even at the time of the contract zone agreement. The condition of these buildings is such that not only are they unable to be rented in their current state, they are too far gone to be renovated as the cost to do so would not justify the achievable rents upon renovation. Thus, the buildings will not likely be renovated, by Crescent Heights or any other party subject to economic or market constraints.

Further in POLICY #3, Action 3.a.4 is "The City should work with its colleges and universities to assure new construction of affordable student housing, to meet the current and future needs created by their long-term goals for expansion."

Also in POLICY #3, Objective 3.d. is to "Encourage new housing development in proximity to neighborhood assets such as open space, schools, community services and public transportation. This Objective contemplates the more general smart growth principle that it is desirable to live near common daily destinations. Crescent Heights will be targeted toward medical students who will be working and studying one block away. This is possible because parking is provided in the garage next door, an innovation that allows a greater density of housing to be built within existing zoning regulations. Density (see POLICY #1, above) and conformance with zoning ("Uphold Zoning: Enforce approved density regulations in the Zoning Ordinance") are also two goals of the Housing Element of the Comprehensive Plan.

*"Portland is home to the region's major institutions, which provide numerous employment opportunities and create a demand for housing for employees and students. These benefits can be offset by increased traffic, parking and housing demands that may adversely affect neighborhoods. Residents express concern about the transitory nature of student tenants, shortage of parking, and upkeep of residential buildings. The City will continue to work on balancing neighborhood stability with the needs of institutions to expand and provide required services."*

-Housing Component of the Comprehensive Plan, p. 42

Crescent Heights is the result of a predevelopment process that has included an analysis of the properties to be redeveloped, the opportunities and constraints of the neighborhood, and consultations with community stakeholders including neighborhood residents, elected officials, City staff, and Maine Medical Center. This process has resulted in a proposal which is tailored to the unique requirements of the situation and site.

**POLICY #5** states that **"Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities."**

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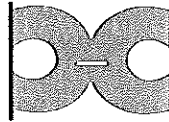
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Smart growth is a central tenet of both the City of Portland and Developers Collaborative. Crescent Heights helps implement this vision in many ways on a single site. In fact, Crescent Heights is in keeping with all six of the major objectives of POLICY #5, including:

- Objective 5a: “...a dynamic balance of the essential element of the city, such as excellent schools, diverse housing choices, proximity to services and employment...expanded economic base”
- Objective 5b: “Maximize development where public infrastructure and amenities exist”
- Objective 5c: “Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing.” Importantly, one of the Medical Center’s motives in establishment of a medical school is not only to create more doctors in Maine, but to keep them here upon graduation and entrance into a professional career. Maine has a well-documented shortage of physicians and MMC sees a positive student experience as a key toward retaining MDs upon graduation. Crescent Heights will work in support of this important goal.
- Objective 5d: “reduce dependence upon the automobile and make neighborhood life without a car more practical.” While this project will use the transportation network efficiently by providing housing close to daily destinations as noted above, density in this location (fronting on Crescent Street but proximate to Congress Street) will support the City’s goal of a retail street presence on the latter. Currently there is a vacant retail space in the parking garage and this particular section of Congress Street awaits the critical mass necessary to spur the desired type of development.
- Objective 5e: “Locate and design housing to reduce impacts on environmentally sensitive areas.”
- Objective 5f: “Design housing using new technologies and materials that reduce costs and increase energy efficiency.” This project will target LEED Gold status. Accordingly, we will be implementing features which may include:
  - Interior bicycle storage and changing rooms;
  - Increased stormwater quality control;
  - Light pollution reduction;
  - Water efficient landscaping;
  - Water use reduction techniques;
  - Optimized energy performance;
  - Enhanced refrigerant management;
  - Enhanced commissioning;
  - Solar hot water panels;
  - Construction waste management;
  - Low-emitting materials;
  - Controllable lighting and thermal comfort systems.

In recognition of the fact that Crescent Heights is creating nearly double the housing opportunities (23 vs. 44 bedrooms), greatly increasing the quality of the units while maintaining affordability to students,

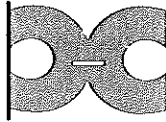
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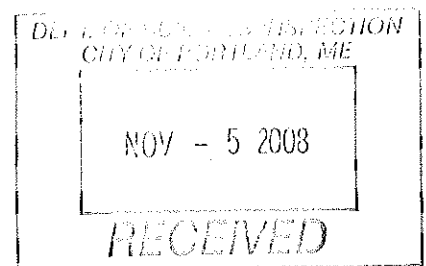
and meeting "an important housing need within the City," as specified in the special plan provision of Sec. 14-384(h)(6)(c), we ask that you approve such special plan as presented herein and find Crescent Heights to be in full satisfaction under Sec. 14-384.

Thank you,

*Kevin R. Bunker*

Kevin Bunker

Crescent Heights LLC



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# PRESERVATION AND REPLACEMENT OF HOUSING UNITS

## PROJECT DATA

Address Where Units Will Be Eliminated: 15, 25, + 29 Crescent St.

53-E-14  
53-E-15  
53-E-5  
C-B-L: 53-E-6  
53-E-3(part) 53-E-6  
53-E-4 53-E-14  
53-E-7 53-E-15

Address Where Units Will Be Replaced: 25-29 Crescent St.

Number Of Units Eliminated: 13 du; 5 ru      Number Of Units Replaced: 44 ru

Circle Type of Unit Eliminated:    rooming unit    dwelling unit    sheltered care group home

Circle Manner of Unit Elimination:    Demolition    consolidation    conversion to nonresidential

original site to be used for parking after elimination

### Information on units to be Eliminated

Tenant Name	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Unit 1	<i>see attached spreadsheet</i>					
Unit 2						
Unit 3						
Unit 4						
Unit 5						
Unit 6						

### Information on Replacement Units

Unit	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Unit 1	<i>see attached spreadsheet</i>				
Unit 2					
Unit 3					
Unit 4					
Unit 5					
Unit 6					

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME

MAY - 5 2003

Explain in detail any vacant units – who – why – when – etc.

*see attachment*

Please attach dimensioned floor plans of all units being eliminated AND dimensioned floor plans of replacement units

*see attachment*

**AFTER PLANNING BOARD CONDITIONAL USE APPROVAL**

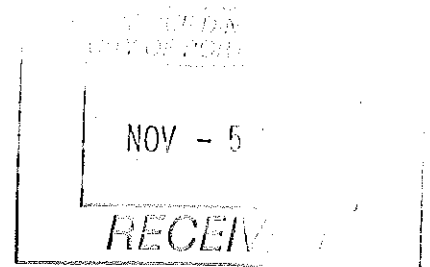
Date of P.B Conditional Use Approval. \_\_\_\_\_

Shall attach copies of 90 day notice to vacate for each tenant who's unit is eliminated with proof of service.

Performance guarantee (letter of credit) posted on: \_\_\_\_\_ for \$ \_\_\_\_\_

Was alternate to replacement units exercised? \_\_\_\_\_ If so, how much money for how many units? \_\_\_\_\_

Date of receipt of alternate contribution: \_\_\_\_\_

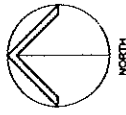


I, Kevin Bunker, as applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 11/3/08

Signature: Kevin R Bunker

Print or type name: Kevin R Bunker



NORTH



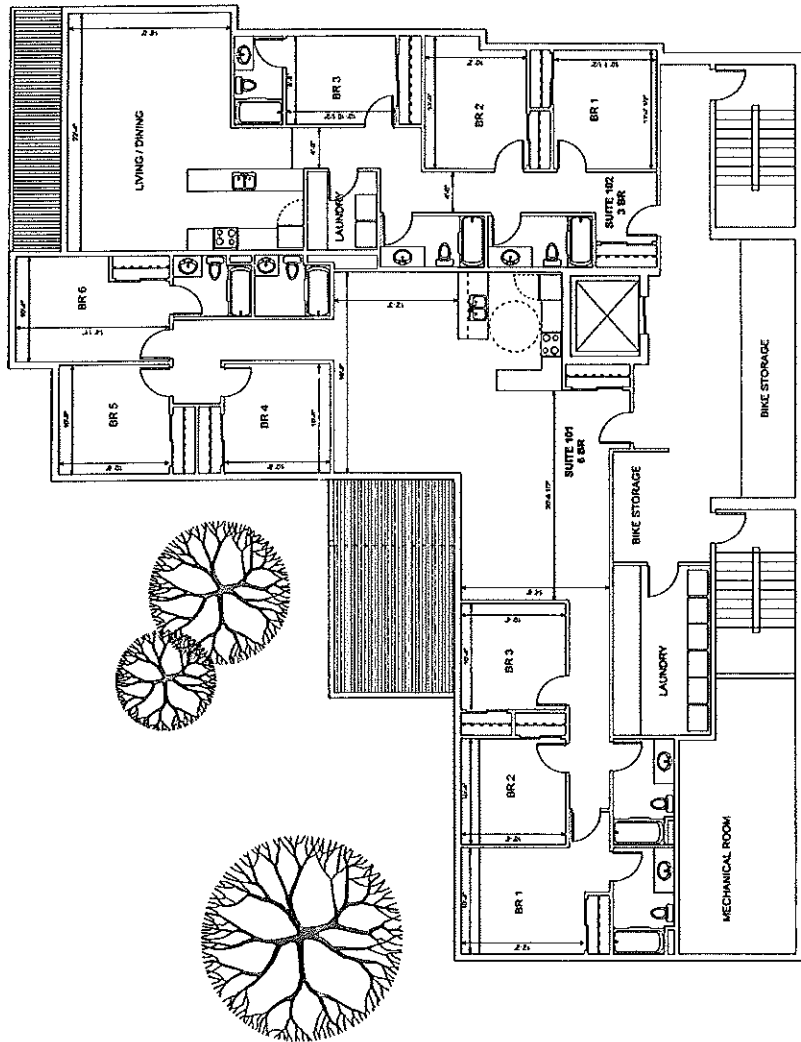
SCALE: 1/8" = 1'-0"

Level 1 5,077 GSF  
 Level 2 5,110 GSF  
 Level 3 4,871 GSF  
 Level 4 4,871 GSF  
 Total 19,929 GSF

### Level 1 Floor Plan

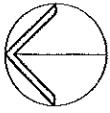
Crescent Heights  
 Developers Collaborative  
 October 21, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

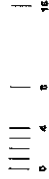


DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME

NOV - 5 2008



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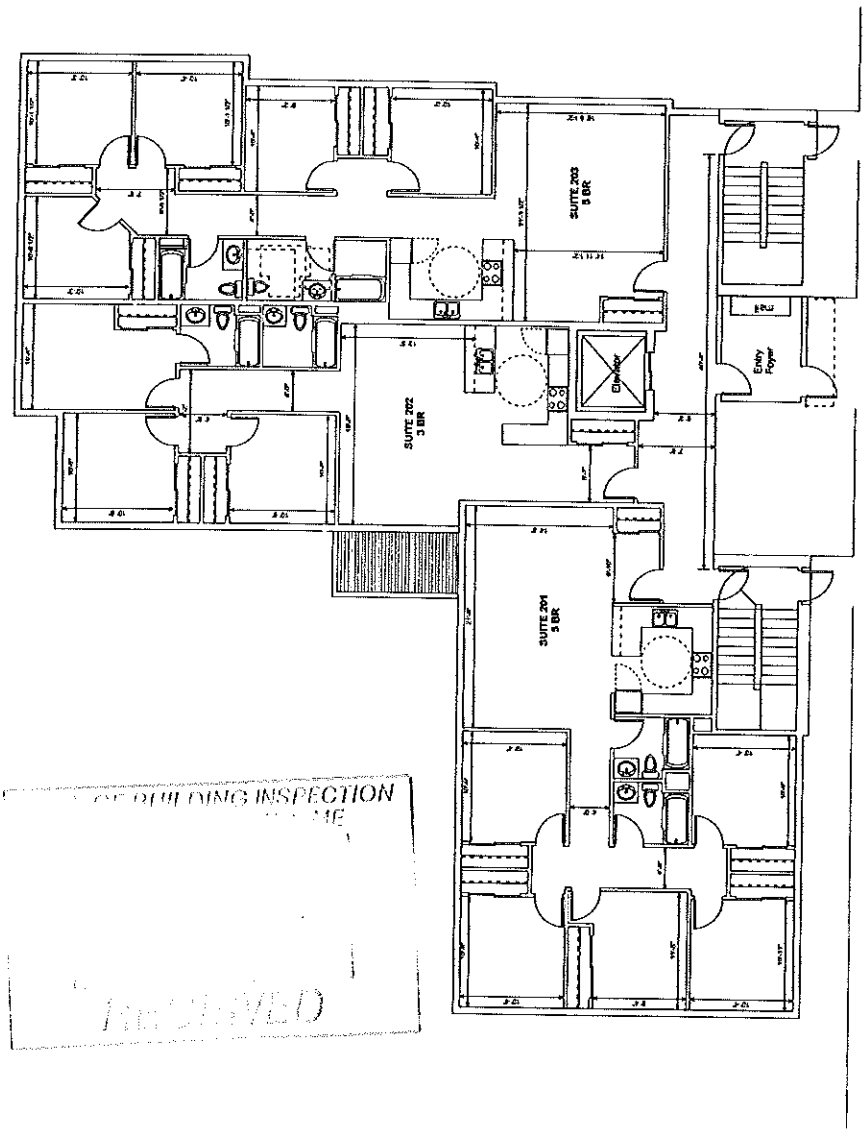


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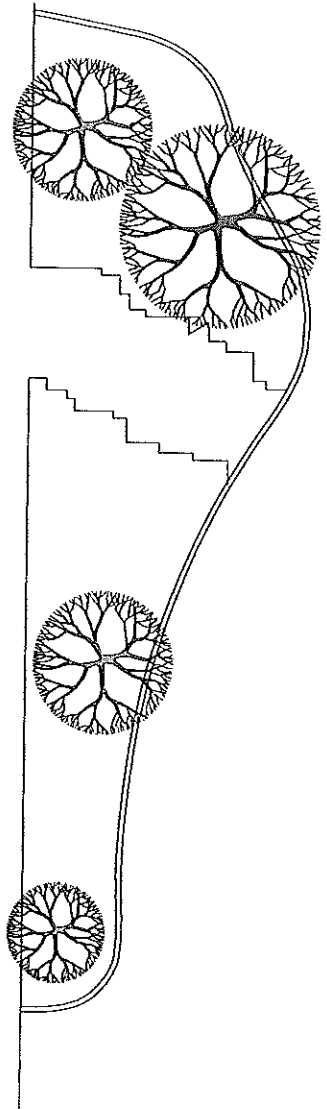
DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME  
 NOV - 5 2008  
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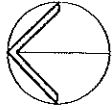
Level 1 5,077 GSF  
 Level 2 5,070 GSF  
 Level 3 4,911 GSF  
 Level 4 4,911 GSF  
 Total 10,000 GSF

Level 2 / Ground Floor Plan  
 Crescent Heights  
 Developers Collaborative  
 October 21, 2008  
 Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME  
 RECEIVED





NORTH



SCALE: 3/16" = 1'-0"

DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME

NOV - 5 2003

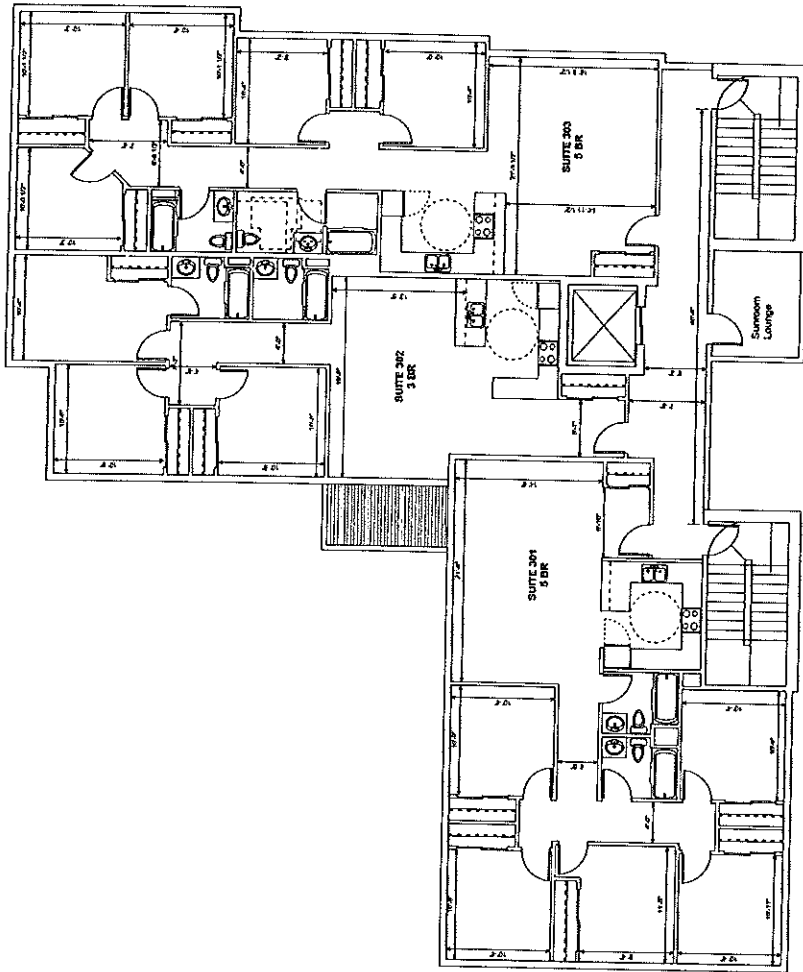
RECEIVED

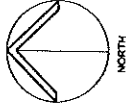
Level 1 5,077 GSF  
 Level 2 3,070  
 Level 3 4,371  
 Level 4 4,371  
 Total 16,900 GSF

### Level 3 Floor Plan

Crescent Heights  
 Developers Collaborative  
 October 21, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101





NORTH



SCALE: 3/16" = 1'-0"

DEPT. OF PUBLIC WORKS  
CITY OF BANGOR, ME

NOV - 5 2008

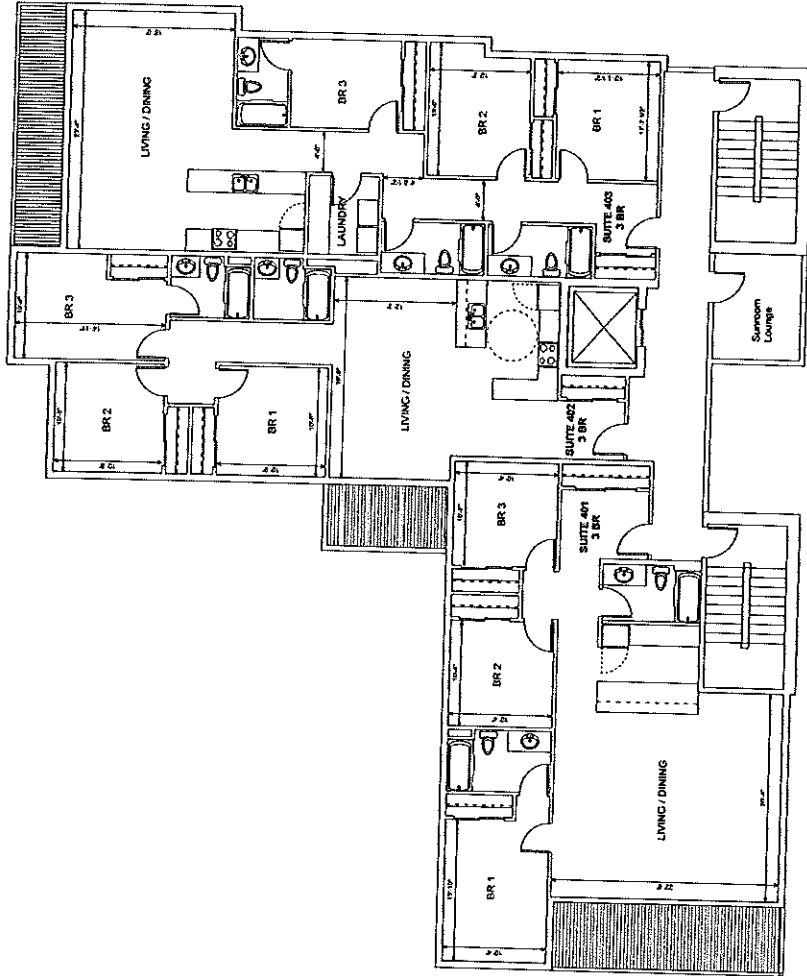
RECEIVED

Level 1 5,877 GSF  
 Level 2 3,010 GSF  
 Level 3 4,311 GSF  
 Total 13,198 GSF

### Level 4 Floor Plan

Crescent Heights  
 Developers Collaborative  
 October 21, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101







Location, Ownership and detail must be correct, complete and legible.  
 Separate application required for every building.  
 Plans must be filed with this application.

## Application for Permit for Alterations, etc.

To the  
 INSPECTOR OF BUILDINGS:

Portland, 3-29 1910

The undersigned applies for a permit to alter the following described building:

Location, 260 1/2 Commercial St Ward, 7 In fire limits? Yes  
 Name of Owner or Lessee, J. W. Taylor Address, 56 1/2 Myrtle St.  
 " " Contractor, Tom Jones " 66 Roberts  
 " " Architect, \_\_\_\_\_

Material of Building is Shed Style of Roof, \_\_\_\_\_ Material of Roofing, \_\_\_\_\_  
 Size of Building is \_\_\_\_\_ feet long; \_\_\_\_\_ feet wide No. of Stories, \_\_\_\_\_  
 Cellar Wall is constructed of \_\_\_\_\_ is \_\_\_\_\_ inches wide on bottom and batters to \_\_\_\_\_ inches on top.  
 Underpinning is \_\_\_\_\_ is \_\_\_\_\_ inches thick; is \_\_\_\_\_ feet in height.  
 Height of Building, \_\_\_\_\_ Wall, if Brick; 1st, \_\_\_\_\_ 2d, \_\_\_\_\_ 3d, \_\_\_\_\_ 4th, \_\_\_\_\_ 5th, \_\_\_\_\_  
 What was Building last used for? \_\_\_\_\_ No. of Families? \_\_\_\_\_  
 Building to be occupied for \_\_\_\_\_ Estimated Cost, \$ \_\_\_\_\_

### DETAIL OF PROPOSED WORK

to build on piazza

### IF EXTENDED ON ANY SIDE

Size of Extension, No. of feet long? 40; No. of feet wide? 10 No. of feet high above sidewalk? \_\_\_\_\_  
 No. of Stories high? 2; Style of Roof? Shed; Material of Roofing? Ceiling  
 Of what material will the Extension be built? Shed Foundation? Concrete  
 If of Brick, what will be the thickness of External Walls? \_\_\_\_\_ inches; and Party Walls \_\_\_\_\_ inches.  
 How will the Extension be occupied? \_\_\_\_\_ How connected with Main Building? \_\_\_\_\_

### WHEN MOVED, RAISED OR BUILT UPON

No. of Stories in height when Moved, Raised or Built upon? \_\_\_\_\_ Proposed Foundations? \_\_\_\_\_  
 No. of feet high from level of ground to highest part of Roof to be? \_\_\_\_\_  
 How many feet will the External Walls be increased in height? \_\_\_\_\_ Party Walls \_\_\_\_\_

### IF ANY PORTION OF THE EXTERNAL OR PARTY WALLS ARE REMOVED

Will an opening be made in the Party or External Walls? \_\_\_\_\_ in \_\_\_\_\_ Story.  
 Size of the opening? \_\_\_\_\_ How protected? \_\_\_\_\_

PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK



Location, Ownership and detail must be correct, complete and legible.  
 Separate application required for every building.  
 Plans must be filed with this application.

## Application for Permit for Alterations, etc.

To the Portland, Oregon 1914  
 INSPECTOR OF BUILDINGS:

The undersigned applies for a permit to alter the following-described building:—

Location, 2607 Commercial St Ward, 7 In fire-limits? Yes  
 Name of Owner or Lessee, John Estey Address, 2607 Commercial St  
 " " Contractor, Alvin Moberg " W. E. Roberts  
 " " Architect, \_\_\_\_\_  
 Description of Building: Material of Building is Shed Style of Roof, \_\_\_\_\_ Material of Roofing, \_\_\_\_\_  
 Present Bldg. Size of Building is \_\_\_\_\_ feet long; \_\_\_\_\_ feet wide No. of Stories, \_\_\_\_\_  
 Cellar Wall is constructed of \_\_\_\_\_ is \_\_\_\_\_ inches wide on bottom and batters to \_\_\_\_\_ inches on top.  
 Underpinning is \_\_\_\_\_ is \_\_\_\_\_ inches thick; is \_\_\_\_\_ feet in height.  
 Height of Building, Wall, if Brick; 1st, \_\_\_\_\_ 2d, \_\_\_\_\_ 3d, \_\_\_\_\_ 4th, \_\_\_\_\_ 5th, \_\_\_\_\_  
 What was Building last used for? \_\_\_\_\_ No. of Families? \_\_\_\_\_  
 Building to be occupied for \_\_\_\_\_ Estimated Cost, \$ \_\_\_\_\_

### DETAIL OF PROPOSED WORK

To build on piazza

### IF EXTENDED ON ANY SIDE

Size of Extension, No. of feet long? 40; No. of feet wide? 5; No. of feet high above sidewalk? \_\_\_\_\_  
 No. of Stories high? 2; Style of Roof? Shed; Material of Roofing? Roofing  
 Of what material will the Extension be built? Wood Foundation? piers  
 If of Brick, what will be the thickness of External Walls? \_\_\_\_\_ inches; and Party Walls \_\_\_\_\_ inches.  
 How will the Extension be occupied? \_\_\_\_\_ How connected with Main Building? \_\_\_\_\_

### WHEN MOVED, RAISED OR BUILT UPON

No. of Stories in height when Moved, Raised or Built upon? \_\_\_\_\_ Proposed Foundations? \_\_\_\_\_  
 No. of feet high from level of ground to highest part of Roof to be? \_\_\_\_\_  
 How many feet will the External Walls be increased in height? \_\_\_\_\_ Party Walls \_\_\_\_\_

### IF ANY PORTION OF THE EXTERNAL OR PARTY WALLS ARE REMOVED

Will an opening be made in the Party or External Walls? \_\_\_\_\_ in \_\_\_\_\_ Story.  
 Size of the opening? \_\_\_\_\_ How protected? \_\_\_\_\_

PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK

SURVEY AND INVESTIGATION OF TENEMENT AND LODGING HOUSES  
QUESTIONABLE AS TO LEGAL AND SAFE USE

1. Location 15 Crescent Street Date investigation commenced \_\_\_\_\_

2. References; Complaints \_\_\_\_\_ Appl. BP \_\_\_\_\_ Inq. \_\_\_\_\_

3. Present Owner and Address \_\_\_\_\_

4. Present Lessee and Address \_\_\_\_\_

5. Building Permit Record: Mrs. Harriett C. Small, widow of Herman W. Small and sister of Alfred W. Joyce who lives at 19 Crescent Street says that building was used as a lodging house from time her brother bought it in 1924

6. Survey 1924: Owner Alfred W. Joyce No. tenants 1  
No. rooms 11; Class of Use Dwelling

7. Assessors' change record since 1924 1935 - Nellie J. Corbett; -1939 Nellie J. Corbett Mrs; 1943 - Gladys W. McCrum

8. Change of Owners, 1924 to date 1

9. City Directory Record

1926	<u>Alfred W. Joyce</u>	1936	<u>Vacant</u>
1927	" "	1937	<u>Mrs. Edith C. Staples - widow</u>
1928	" "	1938	<u>Margaret Hawkins, nurse</u>
1929	" "	1939	<u>Mrs. Edith C. Staples</u>
1930	" "	1940	<u>Mrs. Edith C. Staples</u>
1931	" "	1941	<u>Mrs. Edith C. Staples</u>
1932	" "	1942	<u>Mrs. Edith C. Staples</u>
1933	" "	1943	<u>Clyde G. McCrum</u>
1934	" "	1944	<u>" "</u>
1935	<u>Mrs. Nellie J. Corbett</u>	1945	<u>" "</u>

10. Miscellaneous

Mrs. Gardner B. Joyce - 2-1465 - 19 Crescent Street

Conclusions and Action

Edith C. Staples resides 19 Crescent Street - 1947 directory  
Margaret Vaughan resides 261 Vaughan - 1947 directory



APARTMENT HOUSE EOR...  
APPLICATION FOR PERMIT

Permit No. PERMIT ISSUED  
0682

Class of Building or Type of Structure ADULT CLASS  
Portland, Maine, May 21, 1935

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to erect alter install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 15 Crescent Street Ward 7 Within Fire Limits? yes Dist. No. 8  
Owner's or Lessee's name and address Hellie J. Corbett, 15 Crescent St. Telephone \_\_\_\_\_  
Contractor's name and address G. B. Joyce, 19 Crescent St. Telephone 2-1435  
Architect's name and address \_\_\_\_\_  
Proposed use of building dwelling house No. families 1  
Other buildings on same lot \_\_\_\_\_  
Plans filed as part of this application? no No. of sheets \_\_\_\_\_  
Estimated cost \$ 150. Fee \$ .75

Description of Present Building to be Altered

Material wood No. stories 2 1/2 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
Last use dwelling house No. families 1

General Description of New Work

To remove existing rear stairway, first to second floor, and use space for new bath room app 5'6" x 7'6", cutting in new window for ventilation of same at least three square feet in area

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to top of plate \_\_\_\_\_  
To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of Roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_  
Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_  
Total number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are complied with?  
yes  
Hellie J. Corbett

SURVEY AND INVESTIGATION OF TENEMENT AND LODGING HOUSES  
QUESTIONABLE AS TO LEGAL AND SAFE USE

1. Location 15 Crescent Street Date investigation commenced
2. References: Complaints ..... Appl. BP ..... Inq. ....
3. Present Owner and Address .....
4. Present Lessee and Address .....
5. Building Permit Record: Mrs. Harriett C. Small, widow of  
Herbert W. Small and sister of Alfred Joyce  
who lives at 19 Crescent Street says that building  
was used as a lodging house from time when it  
bought it in 1924. Assessors' Record
6. Survey 1924: Owner Alfred W. Joyce : No. tenants 1  
No. rooms 11 ; Class of Use Dwelling
7. Assessors' change record since 1924 1935 - Nellie Corbett; - 1939  
Nellie Corbett Mrs; 1943 - Gladys W. McCrum
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1926	<u>Alfred W. Joyce</u>	1936	<u>Vacant</u>
1927	~	1937	<u>Mrs. Edith C. Staples - widow</u>
1928	~		<u>Margaret Hawkins, nurse</u>
1929	~	1938	<u>Margaret Hawkins nurse</u>
1930	~	1939	<u>Mrs. Edith C. Staples</u>
1931	~	1940	<u>Mrs. Edith C. Staples</u>
1932	~	1941	<u>Mrs. Mary A. Halton, nurse</u>
1933	~	1942	~
1934	~	1943	<u>Clyde G. McCrum</u>
1935	<u>Mrs. Nellie J. Corbett</u>	1944	~
		1945	~

10. Miscellaneous

Mrs. Gardner Joyce - 2-1465 - 19 Crescent Street

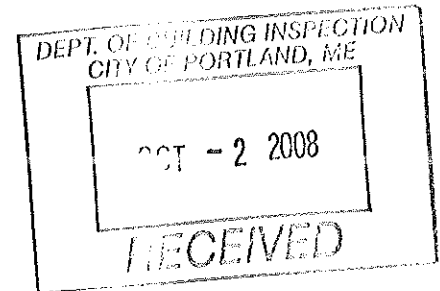
Conclusions and Action

Edith C. Staples resides 19 Crescent Street - 1947 Directory  
Margaret Vaughan resides 261 Vaughan - 1947 Directory



September 26, 2008

Ms. Barbara Barhydt  
Development Review Services Manager  
City of Portland Planning Authority  
389 Congress Street  
Portland, Maine 04101



**Subject: Housing Replacement Fund Application  
Crescent Heights LLC  
25-29 Crescent St.**

Dear Barbara:

On behalf of Crescent Heights LLC, I am pleased to submit our application for the Preservation and Replacement of Housing Units (PARHA). We plan to build a LEED-Gold Certified new apartment building housing 44 individuals on the site of what are now three uninhabitable apartment buildings, owned by Crescent Heights and purchased from Maine Medical Center in fulfillment of their contract zone and expansion. Developers Collaborative, doing business as Crescent Heights LLC, has worked very hard to create a smart growth concept that will be received favorably by the neighborhood, the institution, and the City and we look forward to the continued involvement of all interested parties as we make this building an asset to all.

The target market for Crescent Heights is student renters who will be coming to Portland as part of Maine Medical Center's new medical school partnership with Tufts University. Currently, if this increased demand is not met, new students will be renting primarily near Maine Medical Center, an area of the City constrained in opportunities for new housing creation. This will decrease affordability in a section of the City that is already unaffordable relative to some other areas of the City.

Crescent Heights' plan to provide replacement units is in keeping with the spirit, intent, and letter of Section 14-483, the stated purpose of which is "to promote and facilitate an adequate supply of housing, particularly affordable housing." **The replacement units will provide significantly more housing opportunities (44 bedrooms) than those being demolished (23 bedrooms).** However, due to the suite-style of the new building, 44 bedrooms are being accommodated in 11 "dwelling units," while 13 legal "dwelling units" and 4 legal "rooming units" are being replaced. **Therefore, and in recognition of the fact that student housing qualifies as "an important housing need within the City, as evidenced by its inclusion in the housing element of the City's Comprehensive Plan" under Sec. 14-384 (h)(6)(c), Crescent Heights is hereby applying under the special plan allowance of the above-mentioned Section of the Ordinance.**

While Sec. 14-384 (h)(6)(c) sets this test to determine qualification under a special plan, it is worth noting that Crescent Heights meets many other goals of the Housing Element of the Comprehensive Plan as well in addition to the type of housing being proposed. The project will provide density, yet be compatible with the scale and character of the neighborhood; conform within existing zoning, thus obviating the need for a contract zone which has become more and more common in the City; be a significant upgrade in quality of the housing stock at a time when new investment in Portland's housing is

(207) 772-7673

Fax (207) 253-5183

17 Chestnut Street / Portland, ME 04101  
www.developerscollaborative.com

challenged; create a sustainable building that will seek LEED Gold Certification, thus providing both lower life cycle costs as well as sustainable building design, materials, and practices; and be located extremely close to the end users' major destination, keeping down vehicle trips, miles traveled, and on-street parking demand.

**Special Plan as contemplated by Sec. 14-384(h)(6)(c)**

POLICY #1 of the Housing Component of the Comprehensive Plan is to **"Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future."** To implement this, "a diverse mix of housing types," is called for, including "Housing for special markets, such as...student or dormitory housing." A related strategy is to "Encourage higher density housing located near services, such as schools, businesses, institutions, employers, and public transportation."

POLICY #3 of the Plan is to **"Maintain and enhance the livability of Portland's neighborhoods as the City grows through careful land use regulation, design and public participation that respects neighborhood integrity."** This emphasis on the value of neighborhoods as planning units underlies the provisions in Maine Medical Center's contract zone agreement (Order 172-04/05), which initially required the divestiture of the properties upon which the uninhabitable housing is now to be replaced by Crescent Heights LLC. Order 172-04/05 expressly contemplates that the divestiture of the properties will "allow others to return them to residential use." New construction aimed at a specialty niche market such as medical student housing is perhaps one of the only ways to fulfill the intent of the contract zone due to the poor state of repair of the properties, even at the time of the contract zone agreement. The condition of these buildings is such that not only are they unable to be rented in their current state, they are too far gone to be renovated as the cost to do so would not justify the achievable rents upon renovation. Thus, the buildings will not likely be renovated, by Crescent Heights or any other party subject to economic or market constraints.

Further in POLICY #3, Action 3.a.4 is "The City should work with its colleges and universities to assure new construction of affordable student housing, to meet the current and future needs created by their long-term goals for expansion."

Also in POLICY #3, Objective 3.d. is to "Encourage new housing development in proximity to neighborhood assets such as open space, schools, community services and public transportation. This Objective contemplates more general smart growth ideas that it is desirable to live near common destinations. Crescent Heights will be targeted toward medical students who will be working and studying one block away. This is possible because parking is provided in the garage next door, an innovation that allows a greater density of housing to be built within existing zoning regulations. Density (see POLICY #1, above) and conformance with zoning ("Uphold Zoning: Enforce approved density regulations in the Zoning Ordinance") are also two goals of the Housing Element of the Comprehensive Plan.

*"Portland is home to the region's major institutions, which provide numerous employment opportunities and create a demand for housing for employees and students. These benefits can be offset by increased traffic, parking and housing demands that may adversely affect neighborhoods. Residents express concern about the*

transitory nature of student tenants, shortage of parking, and upkeep of residential buildings. The City will continue to work on balancing neighborhood stability with the needs of institutions to expand and provide required services.”

-Housing Component of the Comprehensive Plan, p. 42

Crescent Heights is the result of a predevelopment process that has included an analysis of the properties to be redeveloped, the opportunities and constraints of the neighborhood, and consultations with community stakeholders including neighborhood residents, elected officials, City staff, and Maine Medical Center. This process has resulted in a proposal which is tailored to the unique requirements of the situation and site.

**POLICY #5** states that **“Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.”**

Smart growth is a central tenet of both the City of Portland. Crescent Heights helps implement this vision in many ways on a single site. In fact, Crescent Heights is in keeping with all six of the major objectives of POLICY #5, including:

- Objective 5a: *“...a dynamic balance of the essential element of the city, such as excellent schools, diverse housing choices, proximity to services and employment...expanded economic base”*
- Objective 5b: *“Maximize development where public infrastructure and amenities exist”*
- Objective 5c: *“Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing.”* Importantly, one of the Medical Center’s motives in establishment of a medical school is not only to create more doctors in Maine, but to keep them here upon graduation and entrance into a professional career. Maine has a well-documented shortage of physicians and MMC sees a positive student experience as a key toward retaining MDs upon graduation. Crescent Heights will work in support of this important goal.
- Objective 5d: *“reduce dependence upon the automobile and make neighborhood life without a car more practical.”* While this project will use the transportation network efficiently by providing housing close to daily destinations as noted above, density in this location (fronting on Crescent Street but proximate to Congress Street) will support the City’s goal of a retail street presence on the latter. Currently there is a vacant retail space in the parking garage and this particular section of Congress Street awaits the critical mass necessary to spur the desired type of development.
- Objective 5e: *“Locate and design housing to reduce impacts on environmentally sensitive areas.”*
- Objective 5f: *“Design housing using new technologies and materials that reduce costs and increase energy efficiency.”* This project will target LEED Gold status. Accordingly, we will be implementing features such as:
  - Interior bicycle storage and changing rooms;



- Increased stormwater quality control;
- Light pollution reduction;
- Water efficient landscaping;
- Water use reduction techniques;
- Optimized energy performance;
- Enhanced refrigerant management;
- Enhanced commissioning;
- Solar hot water panels;
- Construction waste management;
- Low-emitting materials;
- Controllable lighting and thermal comfort systems.

In recognition of the fact that Crescent Heights is creating nearly double the housing opportunities (23 vs. 44 bedrooms), greatly increasing the quality of the units while maintaining affordability to students, and meeting "an important housing need within the City," as specified in the special plan provision of Sec. 14-384(h)(6)(c), we ask that you approve such special plan as presented herein and find Crescent Heights to be in full satisfaction under Sec. 14-384.

Thank you,

  
Richard Berman

Crescent Heights LLC

# PRESERVATION AND REPLACEMENT OF HOUSING UNITS

## PROJECT DATA

53-E-14  
53-E-15

Address Where Units Will Be Eliminated: 15, 25, + 29 Crescent St. C-B-L: 53-E-5  
53-E-6

Address Where Units Will Be Replaced: 25-29 Crescent St. C-B-L: 53-E-3(part) 53-E-6  
53-E-4 53-E-14  
53-E-5 53-E-15

Number Of Units Eliminated: 13 du; 4 ru<sup>(23)</sup> Number Of Units Replaced: 11 (44 beds)

Circle Type of Unit Eliminated: rooming unit dwelling unit sheltered care group home

Circle Manner of Unit Elimination: Demolition consolidation conversion to nonresidential

original site to be used for parking after elimination

### Information on units to be Eliminated

Tenant Name	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Unit 1	See Attached spreadsheet					
Unit 2						
Unit 3						
Unit 4						
Unit 5						
Unit 6						

### Information on Replacement Units

	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Unit 1	See Attached spreadsheet				
Unit 2					
Unit 3					
Unit 4					
Unit 5					
Unit 6					

Explain in detail any vacant units - who - why - when - etc.

*See Attachment*  
Please attach dimensioned floor plans of all units being eliminated AND  
dimensioned floor plans of replacement units  
*See Attachment*

**AFTER PLANNING BOARD CONDITIONAL USE APPROVAL**

Date of P.B Conditional Use Approval: \_\_\_\_\_

Shall attach copies of 90 day notice to vacate for each tenant who's unit is eliminated with proof of service.

Performance guarantee (letter of credit) posted on: \_\_\_\_\_ for \$ \_\_\_\_\_

Was alternate to replacement units exercised? \_\_\_\_\_ If so, how much money for how many units? \_\_\_\_\_

Date of receipt of alternate contribution: \_\_\_\_\_

I, Richard Berman, as applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 9/25/08

Signature: *Richard Berman*

Print or type name: RICHARD BERMAN

**Information on Units to be Eliminated**

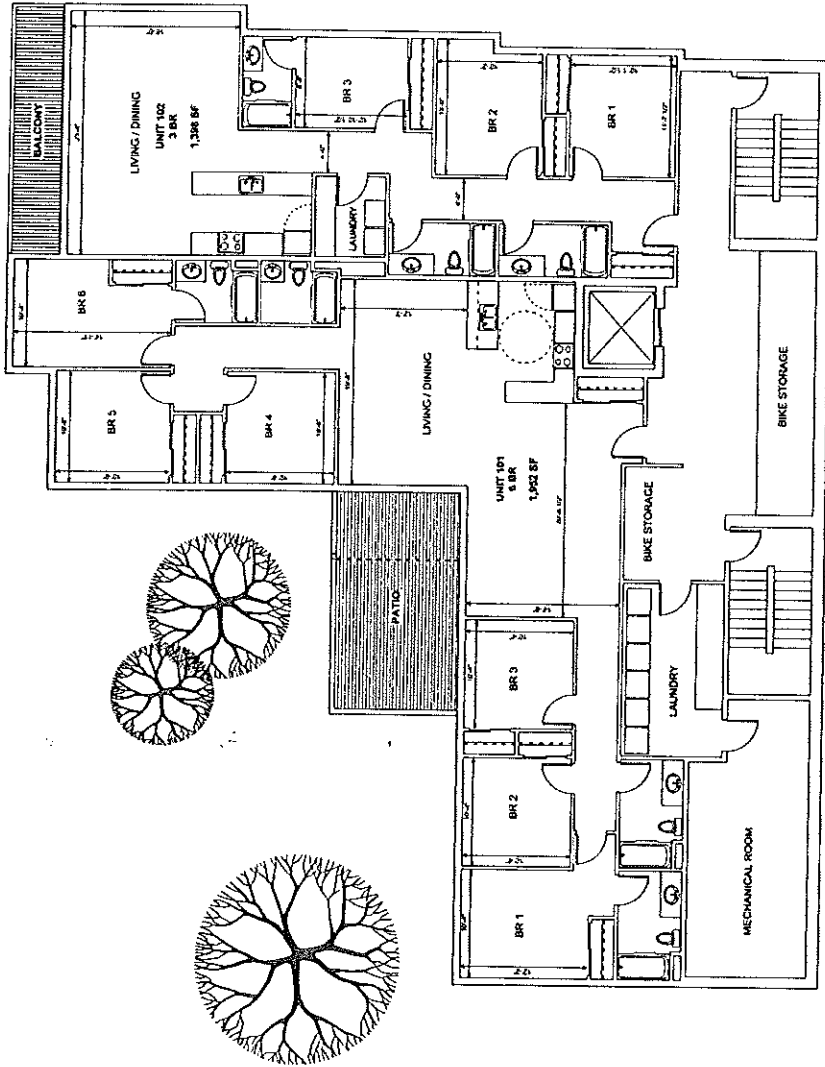
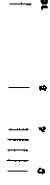
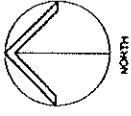
Tenant Name	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
15 Crescent #1 (du)	n/a	not measured	4	n/a	uninhabitable	n/a
15 Crescent #2 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #3 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #4 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #5 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
15 Crescent #6 (ru)	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #1	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #2	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #3	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #4	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #5	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #6	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #7	n/a	not measured	1	n/a	uninhabitable	n/a
25 Crescent #8	n/a	not measured	1	n/a	uninhabitable	n/a
29 Crescent #1	n/a	not measured	1	n/a	uninhabitable	n/a
29 Crescent #2	n/a	not measured	1	n/a	uninhabitable	n/a
29 Crescent #3	n/a	not measured	2	n/a	uninhabitable	n/a
29 Crescent #4	n/a	not measured	2	n/a	uninhabitable	n/a

Total DU to be eliminated            13  
 Total RU to be eliminated                5  
 Total Bedrooms to be eliminated       23

**Information on Replacement Units**

Unit #	Tel #	Floor Area	# of Bdrms	Rent Amt	Amenities	Lease Length
Crescent Heights #101	n/a	1,952	6	tbd	see attached	1 yr
Crescent Heights #102	n/a	1,398	3	tbd	see attached	1 yr
Crescent Heights #201	n/a	1,384	5	tbd	see attached	1 yr
Crescent Heights #202	n/a	1,170	3	tbd	see attached	1 yr
Crescent Heights #203	n/a	1,398	5	tbd	see attached	1 yr
Crescent Heights #301	n/a	1,384	5	tbd	see attached	1 yr
Crescent Heights #302	n/a	1,170	3	tbd	see attached	1 yr
Crescent Heights #303	n/a	1,398	5	tbd	see attached	1 yr
Crescent Heights #401	n/a	1,384	3	tbd	see attached	1 yr
Crescent Heights #402	n/a	1,170	3	tbd	see attached	1 yr
Crescent Heights #403	n/a	1,398	3	tbd	see attached	1 yr

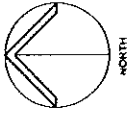
Total DU to be replaced                11  
 Total RU to be replaced                 0  
 Total Bedrooms to be replaced        44



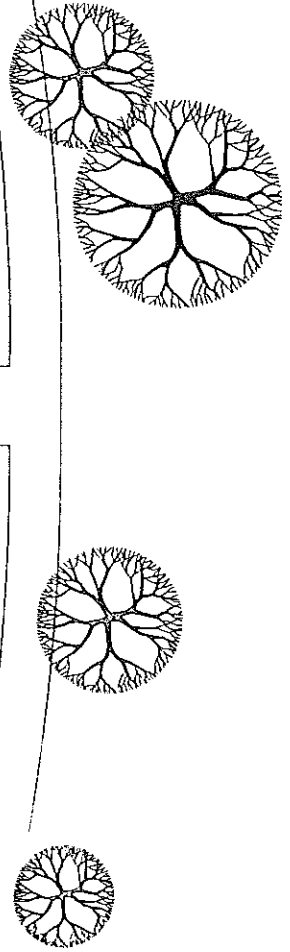
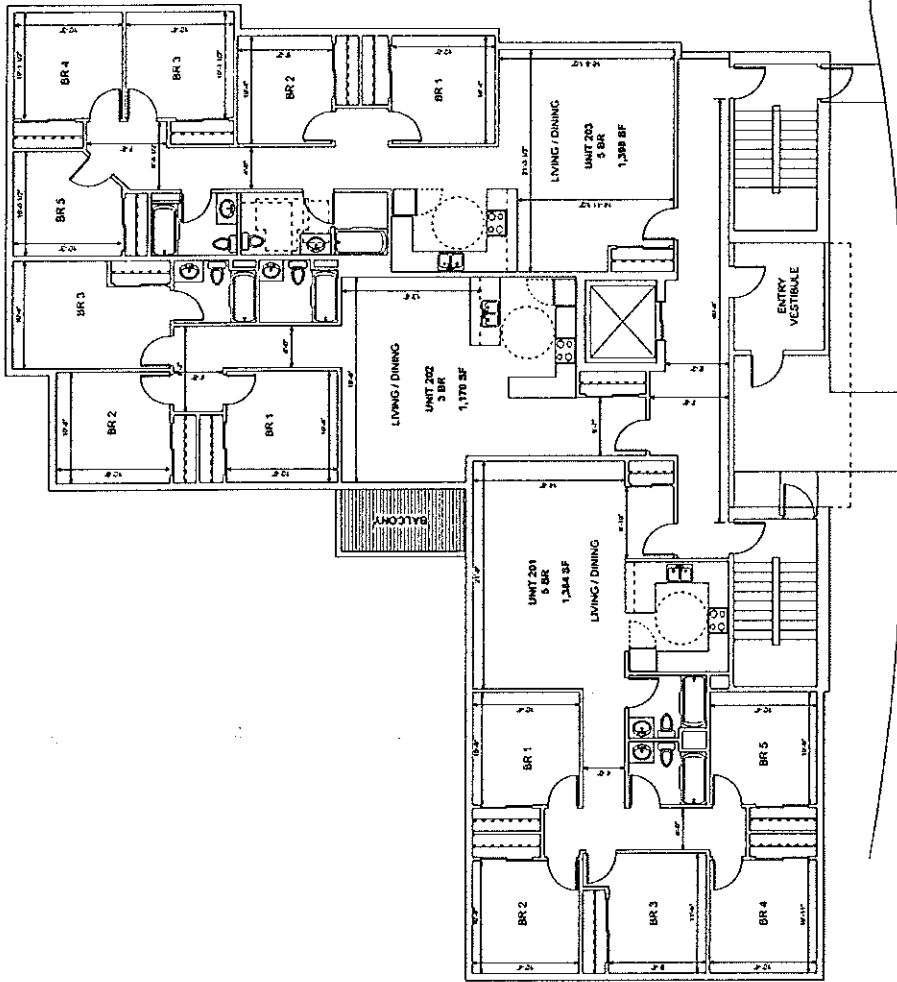
Level 1 Floor Plan

Crescent Heights  
Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101

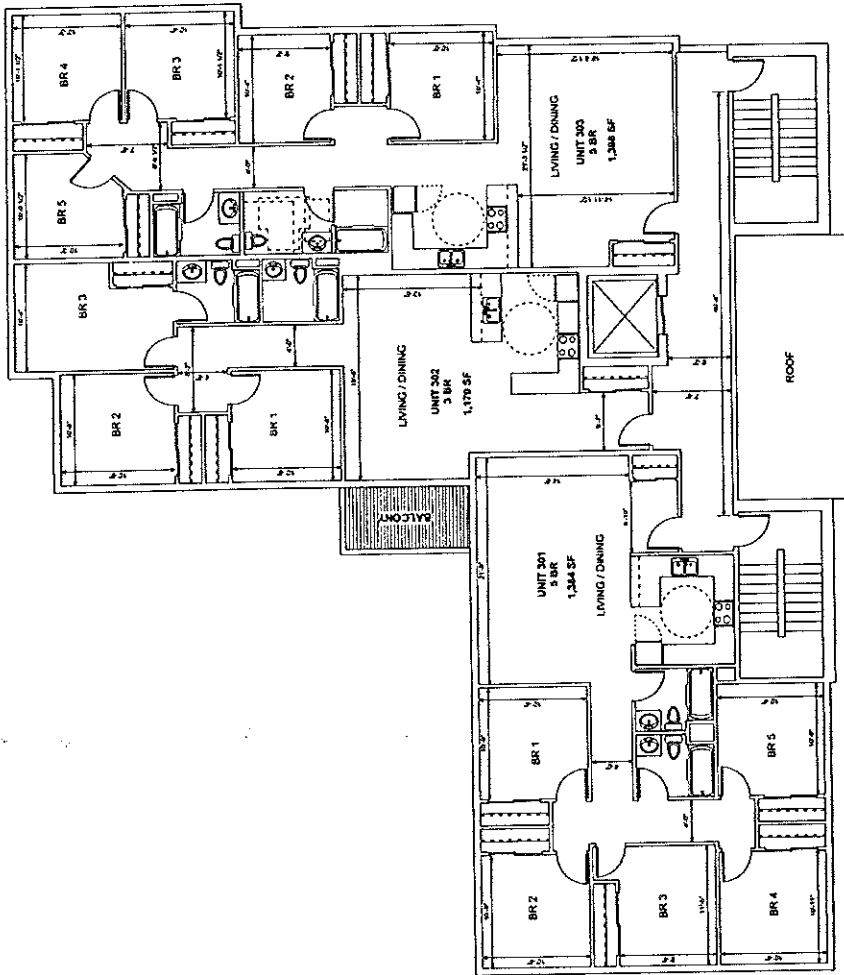
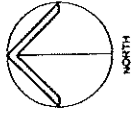


NORTH



Level 2 / Ground Floor Plan  
**Crescent Heights**  
Developers Collaborative  
September 19, 2008

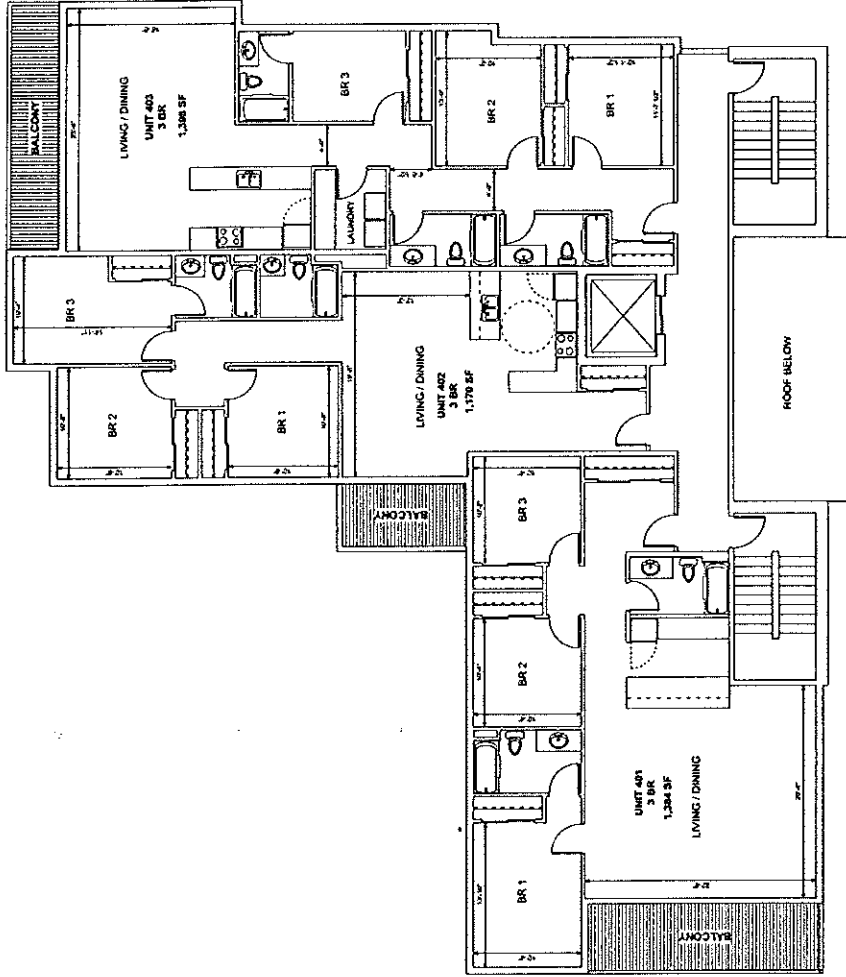
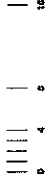
Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



Level 3 Floor Plan

**Crescent Heights**  
Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



Level 4 Floor Plan

Crescent Heights  
Developers Collaborative  
September 19, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101





September 26, 2008

Penny St. Louis Littell, Director  
Planning & Urban Development Department  
City of Portland  
Room 308  
389 Congress Street  
Portland, ME 04101

Re: Crescent Heights Apartments – Portland, Maine

Dear Ms. Littell,

I am writing on behalf of Crescent Heights, LLC and their proposed project on Crescent and Congress Streets. Gorham Savings Bank is very interested in providing both the construction and permanent financing for this project.

While this letter is not to be construed as a loan commitment, we have reviewed the concept as outlined by the Developer and are comfortable with their management and financial ability to see the project through to a successful completion.

If you should need further information or clarification, please contact me at 222-1492.

Regards,

A handwritten signature in black ink that reads "Karl Suchecki". The signature is fluid and cursive, with the first name "Karl" being more prominent.

Karl Suchecki  
Sr. Vice President

Cc: Crescent Heights, LLC

## LEASE FOR PARKING SPACES

LEASE made this \_\_\_\_ day of September, 2008, by and between MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 ("Landlord") and CRESCENT HEIGHTS LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Tenant")

### WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, 44 motor vehicle parking spaces in Landlord's parking garage located adjacent to Landlord's 22 Bramhall Street campus and accessed from Congress Street and from the access road near Crescent Street (the "Spaces"). The Spaces are available to Tenant on an unassigned, nonexclusive basis; provided, however, that Landlord guarantees to Tenant that the Spaces shall be available. The Spaces shall be restricted to lessees of Tenant's residing in Tenant's housing project to be located on Crescent Street adjacent to Landlord's hospital property (the "Project").
2. Term; Renewal. The term of this Lease shall commence on the date of issuance of a certificate of occupancy for the Project and continue until September 1, 2028. If such certificate of occupancy is not issued by November 30, 2010, this Lease shall terminate and be of no further force or effect. Upon delivery of written notice to Landlord given not less than twelve (12) months prior to the end of the initial term hereunder, Tenant may, at its option, extend this Lease for one additional term of twenty (20) years (the "Renewal Term"), provided that Tenant is not in default hereunder at the time such written notice is given or at the commencement of the Renewal Term. The Renewal Term shall end on September 1, 2048.
3. Rent. Tenant covenants and agrees to pay rent during the term of this Lease of One Dollar (\$1.00), payable in advance.
4. Maintenance. Landlord shall at all times maintain the Spaces in the same order and repair as they are in at the commencement of the term, reasonable use and wear excepted. At the expiration of the term, Tenant shall surrender the Spaces to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and only excepted.
5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be mutually satisfactory.
6. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the

Spaces or arising in any way from the use or condition of the Spaces, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, except to the extent any such claims arise from the negligence or willful acts of Landlord or any employee, invitee, contractor or tenant of Landlord's.

7. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that the parking garage in which the Spaces are located or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Spaces are thereby rendered untenable in whole or in part, then either Landlord or Tenant may terminate this Lease upon written notice to the other.

8. Tenant's Property. All motor vehicles and property of every kind, nature or description therein belonging to Tenant and to all persons claiming through or under Tenant which may be in the Spaces or otherwise using the parking garage during the term of this Lease, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

9. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Tenant shall not assign this lease or sublet the Spaces without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except that Tenant may assign this Lease to a successor owner of the Project without needing to obtain Landlord's consent.

11. Subordination to Mortgage. This Lease is subject and subordinate to any and all mortgages from Landlord to third persons, whether now or hereafter existing. At the written request of Landlord or any mortgagee, Tenant agrees to attorn to any such mortgagee.

12. Notices. Notices to be given under this Agreement shall be deemed sufficient if in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after delivery if

mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or if sent by reputable overnight courier or delivery service, and addressed to the recipient at the address set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by providing the other party with written notice of the new address in the manner specified herein.

13. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

MAINE MEDICAL CENTER, Landlord

\_\_\_\_\_

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

Name:  
Title

CRESCENT HEIGHTS LLC, Tenant

\_\_\_\_\_

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

Richard Berman, its Member

**From:** Marge Schmuckal  
**To:** Barbara Barhydt; Penny Littell ; Rick Knowland  
**Date:** 10/6/2008 3:31:37 PM  
**Subject:** Re: student housing

I never wrote a letter to Terry Turner. He was to get me information such as a copy of the lease. This information was requested at a meeting at which we were all present.

I am putting together the memos and copy of the lease we received from him so this might guide you as to what to ask for.

Marge

>>> Barbara Barhydt 10/6/2008 3:06:32 PM >>>  
Thanks for looking. Marge, are you able to retrieve this memo?

Thanks.

barbara

>>> Rick Knowland Monday, October 06, 2008 3:00 PM >>>  
Marge did an email/memo for student housing regarding the land use classification of this use. It is referenced on page 3 of my Oct. 10, 2006 planning board report. See attachment. Unfortunately I could not find it among the attachments in my copy of the report. It must of gotten loose from the report. Anyway I would check the e file for a copy of this email/memo.

Meeting  
Date

8/8/06

MEMORANDUM

To: City of Portland Planning Department  
Attn: Rick Knowland

From: Edward Marsh  
Senior Development Officer

Date: August 4, 2006

RE: Bayside Village lease clarification

W. 1st St  
- funds  
CAP  
ST. JAMES  
DORR EAST  
...  
ST. JAMES

Real  
Student Housing  
Reached  
Rick

Pr...

90  
...  
me...

In response to the question regarding the leasing of the Bayside Village Student Housing complex the following represents how the leasing process is handled:

Each of the 100 individual units in the student housing project will have a 12 month lease with all tenants per apartment unit listed on the lease.

For clarification purposes each apartment is a self-contained unit in the building and will comprise of the following:

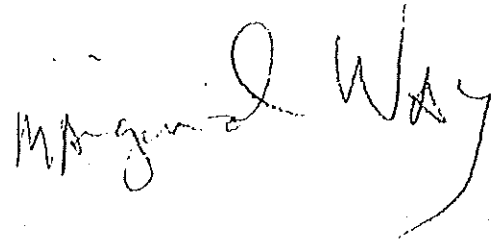
- Four bedrooms
- Two full baths
- Laundry area including washer and dryer
- Fully stocked kitchen
- Dining area
- Living area
- Storage closet
- Wireless network
- Cable TV
- Security

CAP ...

No ...

All four parties sign a lease  
12 months - each individual signs the lease

**From:** Rick Knowland  
**To:** Alex Jaegerman ; Ed Marsh  
**Date:** 8/9/2006 11:13:41 AM  
**Subject:** Re: Bayside Village leasing clarification



Ed, Thank you for meeting with us yesterday. We look forward to reviewing the lease info. Would it be possible to also receive the interior floor plans of the building? Concept drawings would be fine if thats all you have. This will help us provide an informed decision. Could you send us 2 copies of the floor plans one to me and one to Marge Schmuckal in the Building Inspection Office. Thanks. Should you have any questions, please give me a call.

>>> "Ed Marsh" <[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)> 08/04/2006 4:11:58 PM >>>  
Attached is a memo that should clarify the leasing. We do not feel it is necessary to bring this issue up with the CDC. Please comment with any issues or concerns. Thank you

Ed

Edward H. Marsh Jr.  
Senior Development Officer  
Realty Resources Chartered  
247 Commercial Street Suite A  
Rockport, ME 04856  
Office - 207-236-4067  
Fax - 207-236-6307  
Cell - 207-712-6798  
[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)

**CC:** Bob Metcalf; Joe Cloutier; Terry Turner

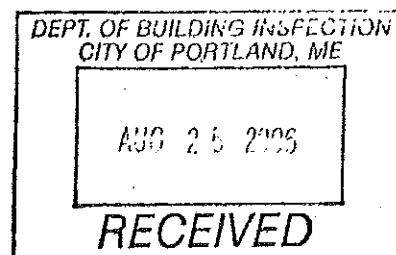
**From:** "Ed Marsh" <emarsh@realtyresourcesgroup.com>  
**To:** "Rick Knowland" <RWK@portlandmaine.gov>  
**Date:** 08/25/2006 11:20:48 AM  
**Subject:** SAMPLE Lease and application for Bayside Village

Attached are SAMPLE leases that will be modified for the Bayside Village project on Marginal Way. Please review and comment as necessary. Thanks for your assistance on this matter Rick.

Ed

Edward H. Marsh Jr.  
Senior Development Officer  
Realty Resources Chartered  
247 Commercial Street Suite A  
Rockport, ME 04856  
Office - 207-236-4067  
Fax - 207-236-6307  
Cell - 207-712-6798  
emarsh@realtyresourcesgroup.com

**CC:** "Terry Turner" <tst@maine.rr.com>, "Bob Metcalf" <bmetcalf@mtchellassociates.biz>





# 2006-2007 Millennium Hall Lease

THIS LEASE ("Lease") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Collegiate Housing Foundation, Inc. (hereinafter "Landlord), and \_\_\_\_\_, with SSN / Student ID Number \_\_\_\_\_, (hereinafter "Tenant"), the premises identified as Apartment \_\_\_\_\_ in Millennium Hall, 7950 Osler Drive, Towson, Maryland (hereinafter, the "Premises").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. **Basic Lease Information** The following Basic Lease Information is hereby incorporated into and made a part of this Lease.

a. **Apartment Unit:** Apartment Unit #: \_\_\_\_\_ located in the Premises ("Apartment Unit").

→ **Premises:** Bedroom Letter: \_\_\_\_\_ located in the above-referenced Apartment Unit.

c. **Landlord's Agent:** Capstone Properties ("Capstone" or "Agent").

d. **Lease Term:** The term of this Lease ("Lease Term") shall begin on or about August 17, 2006 (the "Lease Commencement Date") and end on May 23, 2007 (the "Lease Termination Date").

*For the 2006-2007 academic year*  
→ e. **Base Rent:** Tenant shall pay Landlord annual base rent ("Base Rent"), in two (2) equal installments as indicated below ("Semester Installments"). The below rates are effective for the 2006-2007 academic year.

**Base Rent..... \$7,134**  
**Semester Installment..... \$3,567**

f. **Rent Due Dates:** Tenant shall pay Landlord the Semester Installments of Base Rent specified in Paragraph 1.e above on or before each of the following dates ("Rent Due Dates");

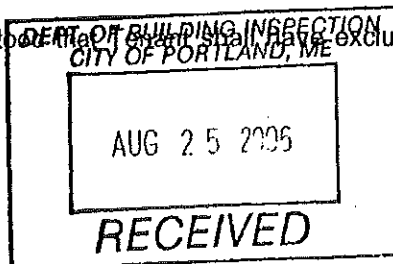
**Payment 1..... August 17, 2006**  
**Payment 2..... January 23, 2007**

g. **Security Deposit:** Millennium no longer accepts security deposits. In its place, applicants will be required to submit a \$200 reservation fee that will be applied toward their first rental payment.

h. **Tenant Insurance Notice:** Tenant is hereby advised that Landlord does not carry insurance on Tenant's personal possessions and Tenant is strongly encouraged to secure apartment dweller's or similar insurance to cover any loss or damage to Tenant's personal property.

i. **Emergency Telephone Number:** This property has an emergency telephone number, operational twenty-four (24) hours a day, seven days a week, 365 days a year. The phone number to call in the event of an emergency is: (410) 704-2133.

→ 2. **Use and Occupancy** It is understood that the above premises shall have exclusive use and occupancy of the one bedroom in the Apartment Unit.



Premises designated in Paragraph 1.b above, and the shared use and occupancy of the bathroom(s), kitchen, and living/dining areas with the other resident(s) of the Apartment Unit designated in Paragraph 1.a.

3. **Landlord's Agent** Landlord has hired Agent as its property manager to conduct and handle all business for Millennium Hall. This includes addressing resident issues, establishing and enforcing policies and procedures, and collection of rents. Note that when the word Landlord is referenced herein, Agent is authorized to act on Landlord's behalf.
  
4. **Eligibility** Tenant represents that at the time (s)he commences occupancy of the Premises, and at all times during the term hereof, Tenant will be a matriculated, full-time (or equivalent), undergraduate or graduate student, in good standing, at Towson University (the "University"). Tenant may also be a registered Co-op student in an approved University program or registered in a field study instruction program approved by the University. Summer occupancy is open to non-University members. Tenant grants Landlord permission to verify student status with the University. Landlord reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time, Tenant fails to maintain full-time status at the University, this Lease may be immediately terminated by Landlord, and all unpaid Monthly Installments of Base Rent will be immediately due and payable to Landlord.
  
5. **Payment of Rent** Tenant covenants to pay Landlord the Monthly Installments of Base Rent by the Rent Due Dates without diminution, deduction, set-off, or demand at Main Office located at Suite 6115 or by mailing to Millennium Hall, 8000 York Road, Box 6115, Towson, Maryland 21252, or such other place as Landlord may notify Tenant in writing. Tenant's obligation to pay Base Rent shall be independent of any other clause in this Lease. If Tenant mails payment of Base Rent, it must be sent so that it is received by Agent on or before the Semester Installment due dates. Checks and money orders tendered for rent or other payments to Landlord shall be made payable to "Capstone Properties." VISA and M/C payments are acceptable. All payments must be tendered in US funds. It is expressly understood that Tenant is obligated to pay the full Base Rent regardless of whether Tenant is unable for any reason to continue occupying the Premises for the entire Lease Term. Accordingly, Tenant shall continue paying Semester Installments of Base Rent to Landlord (and Guarantor(s)' obligation to ensure payment of the same shall continue) for the entire Lease Term and until the entire Base Rent is paid in full by Tenant, or otherwise recovered by Landlord through mitigation of damages. Any tenant utilizing the AMS payment plan through the University may apply for extended payment of rent to Landlord. A non-refundable processing fee of forty-eight dollars (\$48) or \$24/semester will be assessed to all extended payment plans. An addendum to this Lease must be signed in the event Tenant elects to participate in the AMS payment plan.
  
6. **Late and Bounced Check Fees** Rent is due by the first day of the semester. In the event any Semester Installment of rent is not received by Agent prior to the close of the third (3<sup>rd</sup>) business day after the Rent Due Date, Tenant shall also pay Landlord, as additional rent, a late charge of five percent (5%) of the delinquent Semester Installment of Base Rent. The right to collect a late fee, however, shall not constitute a waiver of Landlord's right to immediately institute legal proceedings for rent, damages and/or repossession of Premises for non-payment if the rent is not received on the first day of the month. In the event Tenant elects to pay the rent by check, Tenant shall pay Landlord a charge of twenty-five dollars (\$25) for any check returned to Landlord for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such dishonor, and shall be in addition to any late charges assessed. The returned check fee shall constitute additional rent hereunder. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be money order, cashier's check, personal check or credit card, provided however, that the Landlord shall give Tenant and Guarantor no less than ten (10) days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, damages, court costs, attorney's fees, and return check charges) incurred by or on behalf of Tenant prior to applying same to the current Semester Installment of Base Rent due. If the payment tendered by Tenant fails to cover the total charges

Initials: \_\_\_\_\_

15  
14  
13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to pay in a timely manner all rents due from Tenant to Landlord. No endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be a waiver or accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the full balance due.

7. **Possession / Relocation** Tenant may peaceably and quietly enter the Premises at the beginning of stated term. If on the date of this Lease another person is occupying the Premises and Landlord is unable to deliver possession on or before the Lease Commencement Date, Tenant's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and the rent due hereunder will be abated at the rate of 1/120 of the Semester Installment for each day that possession is postponed; provided, however, that if Landlord does not deliver possession of the Premises within thirty (30) days of the Lease Commencement Date, the Tenant, on written notice to the Landlord, may terminate, cancel, and rescind the Lease. Landlord shall not otherwise be liable to Tenant for any damages resulting from Landlord's failure to deliver possession of the Premises on the Lease Commencement Date. Should the Landlord at any time during the Lease Term deem it necessary or advisable, in its sole discretion, Landlord shall have the right to move Tenant to similar accommodations within Millennium Hall. If at any time during the Lease Term Tenant fails to meet the eligibility requirements contained herein, Landlord shall have the right to terminate this Lease. Irrespective of such termination, Tenant shall remain liable to continue paying Landlord Semester Installments of Base Rent for the remaining Lease Term, or until the entire Base Rent is recovered by Landlord through mitigation of damages.
8. **Utilities** Tenant is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Landlord herein. Enhanced or premium channel Cable TV ("CATV") service, long distance telephone service, and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Tenant. Landlord shall provide reasonable amounts of water, heat, electricity, gas, on-campus telephone service (not including long distance or off-campus service), data connection, and basic CATV service. Tenant must provide all Ethernet cables, televisions, television cables, or telephone equipment, and all computers must have an Ethernet card to access the Internet connection provided. Landlord does not provide any computer services to Tenant; maintenance of any of Tenant's computer equipment is the sole responsibility of Tenant. In respect to the various services herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of any rent, charge, or other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents, alterations, desirable or necessary repairs, or due to inability or difficulty in securing supplies or labor for the maintenance of such services, or due to any other cause whatsoever, unless the interruption or curtailment shall be caused by negligence on the part of the Landlord or shall continue beyond a reasonable time following due notice to the Landlord of the existence of such curtailment or interruption. No diminution or abatement of any rent, charge or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Premises, Apartment Unit, the Building, or any part, thereof, nor for any space taken to comply with any law, ordinance or order of government or University authority. Landlord shall provide refuse removal from chutes within the Building; however tenants are required to place trash in the designated areas. Tenants are to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Tenants must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the Agent's management staff and other tenants when the Apartment Unit is occupied. When the unit is unoccupied in the cold weather months, the Tenant should keep the thermostat set at 60 degrees. When the unit is unoccupied in warmer months for any period of time in excess of one (1) day in length, the Tenant should keep the air conditioning set in the 'off' position. Electricity and water usage per apartment will be measured. Landlord reserves the right to charge each tenant for utility usage in excess of 120 percent of the average quarterly usage for comparable size apartment units. Tenant agrees not to install, operate or place in the Premises or Apartment Unit any refrigerator, freezer, stove, cooking device, air conditioning unit, clothes drier, washing

machine, nor any other major appliance not otherwise provided or authorized in writing by Landlord.

9. **Default** A default under the terms of this Lease will result in the acceleration of all Semester Installments of Base Rent, making them immediately due and payable, and will not otherwise release Tenant from his or her obligations hereunder.

A. The events of default set forth below shall constitute a breach of the Lease and may result in any or all of the following remedies:

- i. Termination of the Lease;
- ii. Denial of future housing and/or legal action;
- iii. Repossession of the Premises;
- iv. Referral to Towson University for Judicial or administrative action.
- v. Refusal to renew the Lease for additional terms.
- vi. Such other remedies as provided by law or by this Lease.

B. Events of default include, but are not limited to:

- i. Tenant's failure to make any payment of rent or additional charges, fees or penalties due under this Lease when due;
- ii. Any breach or violation of the terms of this Lease, including failure to maintain student status or program participation for designated spaces;
- iii. Refusal to vacate the Premises or Apartment Unit upon termination of the Lease;
- iv. Violation of the *Millennium Hall Rules and Regulations*, incorporated herein by reference;
- v. Violation of Towson University *Code of Student Conduct*, incorporated herein by reference;
- vi. Violation of any applicable Federal, State or local ordinance.

C. In the event of breach or default of Lease, Tenant will be liable for damages as follows:

- i. For all past due rent and charges.
- ii. For all unpaid Semester Installments of Base Rent that would accrue through the expiration of the Lease Term.
- iii. For all expenses that Landlord may incur in preparing the Premises for future occupancy.
- iv. For all court costs, collections costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's breach.

In the event of a breach of any of the terms and/or conditions of this Lease, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of its election to terminate the Lease. Said written notice may be given to Tenant personally, by first class mail, or by leaving a copy thereof at the Apartment Unit. Tenant shall within such time vacate the Premises and Apartment Unit and Landlord shall be entitled to immediate possession of the Premises and Apartment Unit and may avail itself of any remedy provided by law for the restitution of possession. Nothing contained in this paragraph shall in any way relieve or excuse the obligation of Tenant to make all Monthly Installments of Base Rent for the entire term of the Lease, nor shall this paragraph in any way limit the right of the Landlord to avail itself of all remedies otherwise provided by law to it by reason of such breach.

10. **Tenant's Use** The Premises and Apartment Unit shall be occupied exclusively by the assigned tenants for residential use only. Tenant shall not use the Premises or any part of the Apartment Unit, Building, or Millennium Hall Property for any commercial business or purpose without the prior written consent of Landlord and Towson University Department of Housing and Residence Life. Tenant shall use and occupy the Premises and the Apartment Unit in strict compliance with applicable local, State and Federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Landlord and University rules or regulations.

No person or persons other than Tenant shall occupy the Premises or Apartment Unit without the express prior written consent of Landlord. Landlord will not execute leases where the number of residents exceeds one (1) person per bedroom. Guests are permitted under the following terms and conditions:

- a. Guest(s) visit(s) may not exceed three (3) consecutive days or a total of five (5) days in any calendar month.
- b. All other tenants of the Apartment Unit consent to the visit.
- c. Guest(s) abide by all Landlord and University rules or regulations.
- d. Tenant, as host, assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest's behavior. Tenant must strictly respect the privacy and right to normal use of the Apartment Unit by other tenants in entertaining guest(s).
- e. Tenant must escort guest(s) at all times while inside the Building.

Tenant hereby automatically accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-tenant access to the Building and/or Apartment Unit.

11. **Abandonment or Failure To Occupy** If Tenant shall abandon the Premises, or quit and vacate the Premises voluntarily or involuntarily, the same may be relet by Landlord for such rent and upon such terms as Landlord in its discretion may deem reasonable and advantageous; and, in the event of such reletting, Tenant shall be and remain liable for any deficiency in Base Rent, expenses incident to such reletting, and any damages which Landlord may sustain by virtue of Tenant's abandonment. In the event of the loss of an Apartment Unit resident or failure of an Apartment Unit resident to take occupancy, Landlord shall have the sole and exclusive right to assign a new resident to the Apartment Unit. Landlord has no obligation to obtain permission from Tenant to assign a new resident to the Apartment Unit, nor does the Landlord have any obligation to inform Tenant of any new resident assignment or move-in.
12. **Renewal** This Lease terminates on the Lease Termination Date stated herein. In the event Tenant wishes to enter into a new lease for the next academic year, Tenant must comply with Landlord's notices and procedures governing lease renewals to be provided to Tenant on or about the beginning of the Spring Semester. Landlord reserves the right to refuse to offer a lease to Tenant during any subsequent academic year at Landlord's sole discretion. Should any Tenant occupy any of Landlord's property after the Lease Termination Date with the approval of the Landlord, Tenant must execute a new lease with Landlord and, beginning the day after the Lease Termination Date stated above, rent shall be paid at the new lease rate. Tenants entering into a lease for the same bedroom for a subsequent academic year will be allowed to remain in their assigned bedroom for the period between the Lease Termination Date for the current academic year and the Lease Commencement Date for the next academic year.
13. **Assignment or Subletting** Tenant shall not assign, sublet or transfer his or her interest in the Premises, Apartment Unit, or any part thereof without Landlord's prior written consent. Tenants shall have the ability to transfer their lease provided they strictly follow the procedures established by Agent, to include paying a One Hundred Dollar (\$100) lease transfer fee, due to the additional administrative work involved in transfers of the lease. Tenant bears the full responsibility for finding a qualified replacement student to take over the Lease for any remaining portion of the Lease Term in the event of a permitted transfer. In order to be released from the Lease, Tenant must ensure that the replacement student meets all Millennium Hall eligibility requirements, as determined by Towson University; completes all appropriate paperwork, pays all appropriate fees and charges, and takes possession of the Premises. Replacement tenants shall have no automatic right to renew the Lease for subsequent lease terms, nor shall they be given any preferential consideration with regard to occupying the Premises or Apartment Unit for future lease terms.
14. **Hold Over** If Tenant fails to vacate and/or check out of the Premises and Apartment Unit by the Lease Termination Date, Tenant shall be obligated to pay Landlord, as additional rent, a fee of one hundred dollars (\$100) per day for each day or portion of a day that Tenant remains past the Lease Termination Date. In addition, Tenant shall be liable for all consequential and/or other damages suffered by Landlord, including lost future rents, as a direct or indirect result of Tenant's holding over. In the event that any item of personal property are left in the Premises or Apartment Unit after this Lease has been terminated, Landlord will consider these items to be abandoned and Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else. In the event Landlord shall commence legal action as

a result of Tenant's holding over, Tenant shall additionally be liable to Landlord for any and all court costs and reasonable attorney's fees incurred by Landlord as a result.

15. **Right of Inspection and Entry** Tenant agrees that Landlord, its agent or representative, or University staff may enter the Apartment Unit and Premises at reasonable hours for the purposes of making inspections and repairs, decorations, alterations or improvements, to supply services and/or to exhibit same to prospective tenants. Except in the event of an emergency affecting health, safety, or welfare of Tenant or any resident or any property thereof (in which event Landlord may immediately enter the Apartment Unit and Premises at any time without prior notice to, or consent from, Tenant), Landlord shall give Tenant at least twenty-four (24) hours advance notice (written or oral) of intent to enter and shall enter only during normal business hours or at such other time as is mutually agreed to by Landlord and Tenant. In the event that Tenant is absent from the Premises at the time of entry, Landlord shall supply Tenant within twenty-four (24) hours after entry with a written report of the entry, setting forth the purpose of the entry and the details of any repair, decoration, alteration or improvement. Entry notices may be posted in public places such as elevators, in hallways, on doors or circulated by means of campus newspapers, newsletters, or other forms of communications. In the event Tenant shall refuse entry to the Apartment Unit or Premises and by such refusal additional costs are incurred or additional damages are caused to the Apartment Unit, Premises, or Building, Tenant will be liable for all such costs and damages. In addition, abuse of access rights by any Tenant shall be a basis for termination of the Lease. **Tenant acknowledges that Landlord or its agent or representative will inspect the Premises and Apartment Unit on a regular basis to ensure Tenant's compliance with all rules and regulations and maintenance of the Apartment Unit and Premises in a good, clean, and sanitary state.** A maintenance request by a co-resident of the Apartment Unit occupied by Tenant shall constitute permission for the Landlord or its Agent to enter into the Apartment Unit. Tenant shall also permit Landlord or its agent or employees to enter the Apartment Unit and Premises upon scheduled appointments for the purpose of displaying the same to prospective lessees. No such prior appointment shall be necessary if this Lease has been declared in default or if Tenant has abandoned the Premises. Landlord hereby reserves all rights to enter any Apartment Unit on a regular basis for maintenance, health and safety, and care requirements. Further, Landlord reserves the right to enter any Apartment Unit and the Premises in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Premises or Apartment Unit's occupants or contents.
16. **Parental or Sponsor's Guaranty** Landlord requires, as a condition of this Lease, a binding Continuing Guaranty of Lease (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within fifteen (15) days from the date of execution of this Lease by Tenant, or if such Guaranty is not fully executed, notarized, and returned to the Agent prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights both civil and criminal for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.
17. **Notice** Any notice or communication which either Tenant or Landlord is required to give to the other shall be in writing, delivered by U.S. mail or in person, addressed to Tenant at the address of the Premises and to the Landlord at Agent's Management Office located at Suite 6115, Millennium Hall Main Office or to such other address as either party may from time to time direct by written notice to the other.
18. **Other Conditions** In addition to the provisions set forth above, Tenant agrees that (s)he has access to and agrees to abide by the Guide to Community Living that is provided upon Check-in. All the terms and provisions set forth in the Guide to Community Living are incorporated by reference into this Lease. Tenant acknowledges that failure to abide is a default under this Lease which will result in any or all of the following: fines; warnings; meetings with the Landlord; University judicial or administrative proceedings,

assignment of community service work hours; removal from student housing; denial of future housing; collections referral and agreement to pay the full cost of same; and/or legal (criminal and/or civil) action as appropriate, including the agreement to pay all associated costs and attorney's fees of such action.

19. **Liability** Landlord shall not be liable for any personal injury to any Tenant or his/her guests, or any damage or loss to Tenant's property or the property of Tenant's guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity irrespective of the cause. All personal property placed or kept in the Apartment Unit and Premises, or in any storage room or space or anywhere on the adjacent Property of the Landlord, shall be at Tenant's sole risk and the Landlord shall not be liable for any damages to or loss of, such property. Landlord encourages Tenant to keep his/her doors locked at all times. Furthermore, Landlord shall not be liable for any injury, loss, damage or liability from any cause whatsoever to Tenant, or to any other person, or to his/her personal property, occurring in any portion of the Building or upon the grounds, including any elevators, stairways, hallways, or any other appurtenances used in connection therewith except to the extent such injury, loss, damage or liability arose from the omission, fault, negligence or other misconduct of Landlord or where such damage is occasioned by Landlord's failure to repair or maintain the Apartment Unit and Premises. No insurer may claim a right of Tenant's subrogation by reason of the invalidity of this provision.
20. **Counterparts** This Lease may be signed in any number of counterparts.
21. **Permission** By signing this Lease Tenant and/or Parent or Guardian or Guarantor grants permission to Landlord and its Agent to request and receive information from Towson University, disciplinary status (to confirm the student is eligible to live in University housing and to participate in the University student discipline system), payment history (to make sure the student does not owe any money to the University), year in school (student must be a second semester freshmen or higher to live in the building), enrollment status (student must be full time status or equivalent to live in the Building), data on use of his/her University ID card (to enable building access), eligibility for housing, financial aid eligibility/disbursement (Tenant may defer rent payment until financial aid is dispersed), and number of credit hours being taken in the current semester or registered for in a future semester (to verify status of Tenant). This permission for sharing of information with Towson University shall only apply during the residency period outlined earlier in this Lease. Tenant also allows Landlord/Agent to inform the University of any tenant who is in arrears for rent or other fees owed to the Landlord/Agent. Furthermore the Tenant and Parent or Guardian grants permission for Owner or its Agent to contact at any time the Parent or Guardian or Guarantor regarding any issue related to the Tenant's residency in Millennium Hall.
22. **Smoke Detector** Tenant acknowledges that the following will be provided: one (1) smoke detector in each bedroom and two (2) smoke detectors in the living room, in good working condition and properly installed. In addition, Tenant agrees to immediately notify Agent in the event that the smoke detector equipment becomes or appears to become damaged, lost stolen, or otherwise inoperable. Tenant further understands that the willful damage, tampering, theft, or destruction of any smoke detector or other life safety system endangers the safety of Tenant and others in case of emergency. Tenant agrees that Landlord may charge for the replacement of batteries, and damaged or missing smoke detectors, and that such charges may be collected as additional rent. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing by Agent.
23. **Photograph Release** Tenant gives permission to Landlord and its Agents, to use, without liability or remuneration, any photograph or photographic image taken of Tenant while participating in Landlord sponsored events, or while Tenant is in the common areas, public spaces, grounds, Buildings, or offices of Millennium Hall. The use of Tenant's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.
24. **Package Release** Tenant authorizes Landlord and its Agents to accept packages, parcels, and deliveries on behalf of Tenant. Tenant hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable

packages, parcels, and deliveries may not be stored in a climate-controlled environment. Tenant agrees to hold Landlord and its Agents free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such packages, parcels or deliveries are not claimed with seven (7) days, they will either be returned to the sender or discarded as Landlord deems appropriate.

25. **Warranty of Habitability** Landlord hereby warrants that at all times during the tenancy it will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use, or appearance of the Premises and the property of which it is a part. Landlord covenants that the Premises and all common areas will be delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.
26. **Attorney's Fees** Tenant agrees to pay all costs of filing suit, all warrant fees, all services costs, reasonable attorney's fees, and any other costs or fees allowed by law as may be awarded by the court in any action to enforce Tenant's obligations under the Lease.
27. **Tenant's Maintenance Obligations** Tenant shall comply with all obligations imposed upon him/her by the Lease and by applicable provisions of all State, County and municipal statutes, codes, regulations and ordinances, and in particular will:
- Keep that part of the Apartment Unit that the Tenant occupies and uses clean and sanitary.
  - Dispose from the Premises and Apartment Unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner.
  - Keep all plumbing fixtures as clean and sanitary as their condition permits.
  - Properly use and operate all electrical and plumbing fixtures.
  - Prevent any person in the Premises or Apartment Unit with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or Premises, Apartment Unit, Building or the facilities, equipment, or appurtenances thereto, nor him/herself do any such thing.
  - Comply with all legal covenants and rules the Landlord can demonstrate are reasonably necessary for the preservation of the property and person of the Landlord, other tenants, or any other person.
  - Refrain from interfering with the rights of other tenants to peacefully enjoy the use and occupancy of the Building and Apartment Unit.
  - Provide Landlord with a copy of all keys necessary to gain access to the Premises and Apartment Unit if locks have been added, altered, or changed by the Tenant from the start date of the Lease.
  - Strictly comply with the Guide to Community Living concerning maintenance requests.
28. **Non-Retaliation** Landlord shall not evict Tenant or arbitrarily increase the rent or decrease the services to which the Tenant has been entitled for any of the following reasons: (a) solely because Tenant or Tenant's agent has filed a good faith written complaint, or complaints, with Landlord or with any public agency or agencies against Landlord; (b) solely because Tenant or Tenant's agent has filed a lawsuit, or lawsuits, against Landlord; or (c) solely because Tenant is a member or organizer of any tenants' organization. The relief provided under this section is conditioned upon the court having not entered against Tenant more than three (3) judgments of possession for rent due and unpaid in the twelve (12) month period immediately prior to the initiation of the action by Tenant or by Landlord. No eviction shall be deemed to be a "retaliatory eviction" for purposes of the section upon the expiration of a period of six (6) months following the determination of the merits of the initial case by a court. Nothing in this section may be interpreted to alter Landlord's or Tenant's rights to terminate or not renew a tenancy governed by a written lease for a stated term of greater than one (1) month at the expiration of the term or at any other time as the parties may specifically agree.
29. **Rent Escrow** Landlord hereby acknowledges rent escrow as a lawful Tenant remedy in the event of serious, substantial and dangerous defects or conditions existing within or as part of the Premises, or upon the property used in common of which the Premises forms a part, which threaten the life, health, and safety of the occupants of the Premises. In order to employ the remedies provided by this section, Landlord must be given a reasonable time after receipt of notice in which to make the repairs or correct



the conditions. Notice shall be given by: (1) a written communication sent by certified mail listing the asserted conditions or defects; (2) actual notice of the defects or conditions; or (3) a written violation, condemnation, or other notice from an appropriate State, County, or municipal government agency stating the asserted conditions or defects.

30. **Subordination** This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust, now or hereafter covering the Premises, Apartment Unit or Building in which the Premises is located, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination. Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that Tenant fails to do so within fifteen (15) days from the date of receipt of written request therefore from Landlord or the lender(s), Landlord shall have the right and is hereby authorized to execute on behalf of Tenant any such document(s). Tenant agrees to attorney to any subsequent owner of the Property.
31. **NTC / Shentel** Tenant hereby consents and gives Landlord permission to disclose any contact information Tenant provides to Landlord, including Tenant's name, addresses, telephone numbers, electronic mail address, and lease agreement terms, to NTC/Shentel Communications, L.L.C., and its affiliates ("NTC"), the provider of network access, cable television and telephone services for the Premises. Any information disclosed to NTC/Shentel is solely for the use of NTC/Shentel and its business partners for the purpose of providing services to Tenant. Tenant also grants to NTC/Shentel, or its agents, express authorization to contact Tenant at the telephone numbers provided in this Lease to market the services of NTC/Shentel to Tenant.
32. **General Lease Provisions.**
- a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors, and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof of this Lease.
  - b. Tenant acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.
  - c. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Tenant acknowledges that a copy of this Lease was delivered to Tenant at the time the Lease was fully executed.
  - d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular part, term or provision held to be invalid.
  - e. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.
  - f. Tenant acknowledges that, if requested, Tenant did receive, prior to signing, a copy of the proposed Lease form in writing, complete in every material detail, except for the date, the name, and address of the Tenant, the designation of the Premises, and the rental rate, without requiring execution of the Lease or any prior deposit.
  - g. Landlord will only accept cash payments from Tenant to avoid eviction. Landlord shall provide Tenant with a written receipt for all cash payments paid by Tenant to Landlord for Security Deposit, Rent or otherwise.

**TENANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**LANDLORD (or its agent)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**TENANT'S PARENT/LEGAL GUARDIAN (if Tenant is under 18 years of age)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

# RENT COLLECTION POLICY

The following Rent Collection Policy is incorporated by reference and made a part to the Lease between Landlord and Tenant.

1. All rental payments are due by August 18, 2006 and January 23, 2007 in the amounts of \$3,567 (per semester), payable by cash, cashier's / certified / personal check, money order or credit card (VISA or M/C only). Electronic funds transfer payments cannot be accepted. No bills, invoices or statements will be sent – the Lease serves as notification of payment due dates.
2. Rental payments shall be made payable to "Capstone Properties" and either mailed to Millennium Hall, 8000 York Road, Box 6115, Towson, Maryland 21252, in time to be received by the published due dates or paid in the Main Office, Monday through Friday, 9 AM to 5 PM.
3. Rent must be paid in full. No partial, incomplete or post dated checks will be accepted. Post dated checks, incomplete checks or checks not made payable to Capstone Properties will be mailed back to the address of record for Tenant. Please write Tenant's full name and the apartment / bedroom in the memo section of the check.
4. There will be a five percent (5%) late fee charged to Tenant's rental account if rent is paid AFTER the third (3<sup>rd</sup>) business day after the Rent Due Date. Late charges are considered to be and collectable as additional rent.
5. If rent is not paid in full by the Lease due dates, legal action may be taken to collect same and/or to recover possession of the Premises. The cost for all such actions will be charged to Tenant's account. Personal checks will not be accepted for payment once legal action has been filed. In such event, the balance must be paid by cashier's check, certified check, credit card, or money order.
6. Checks will only be submitted to the issuing bank once for payment. If Tenant's bank returns a check for non-sufficient funds (NSF), Tenant is required to repay the amount of the check and all additional charges immediately upon notification. All returned checks are charged a twenty-five dollar (\$25) returned check fee, in addition to the five percent (5%) late charge if repayment is not received within ten day [10] days following notification of the insufficient payment. After two (2) NSF checks, Landlord will no longer accept personal checks from Tenant; only cashier's checks, certified checks, credit card, or money orders will be accepted.
7. Any rent not paid when due will be reasonable grounds for termination and/or non-renewal of the Lease.

\_\_\_\_\_  
Tenant Printed Name

\_\_\_\_\_  
Tenant Signature

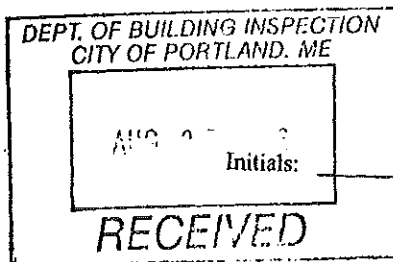
\_\_\_\_\_  
Apartment                      Bedroom

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Guarantor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Guarantor Signature





# 2006-2007 Millennium Hall Application

Applicant \_\_\_\_\_  Male  Female  
 SSN \_\_\_\_\_ Student ID Number \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Email \_\_\_\_\_

## Parent / Guardian Information

Name \_\_\_\_\_ Relationship To Applicant \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_  
 Employer \_\_\_\_\_ Phone \_\_\_\_\_

## Emergency Notification

In case of emergency, notify \_\_\_\_\_ Phone \_\_\_\_\_  
 Nearest relative not living with you \_\_\_\_\_ Phone \_\_\_\_\_

- This Application is for a space within Millennium Hall and does not guarantee a specific apartment or bedroom. To secure a place in Millennium Hall, applicants are required to complete all leasing paperwork and submit a \$200 reservation fee at the time of application or lease signing.
- A \$100 cancellation fee will be assessed unless cancellation is due to withdrawal from Towson University (documentation will be required). Residents are financially responsible for the Lease unless the cancellation request has been approved.
- Millennium Hall is a smoke-free community. Violators will be subject to action that could result in the termination of the Lease.
- Because Millennium Hall has 160 parking spaces for 420 residents, parking is not guaranteed. To be added to the Waiting List, please email your request to [capstone@towson.edu](mailto:capstone@towson.edu). You will be notified when a permit becomes available. If a permit is not available, residents who will have a car on campus must purchase a Towson Run Area Permit through Parking Services to park close to the building. The Towson Run Apartments are located behind Millennium Hall.

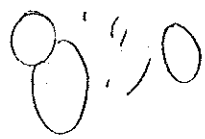
*I have read and agree to all provisions of this Application. I have read and fully understand the terms and conditions set forth in this Application. I understand that this application is a part of my Lease agreement, especially those areas regarding fees. I hereby authorize Millennium Hall and/or Capstone Properties to make any necessary investigation as to the information contained in this Application. I understand that this may include, but not be limited to, a credit report, verification of employment, past rental history, student conduct, and criminal history. I, therefore, consent to this investigation, and certify that all stated facts are true, and it is understood that any misrepresentation or omission may be cause for Millennium Hall and/or Capstone Properties to reject this application and/or terminate the Lease. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this report. I authorize Millennium Hall and/or Capstone Properties to examine my criminal records and use the information as an additional basis to determine whether this Application shall be approved or denied.*

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

DEPT. OF BUILDINGS  
CITY OF PORTLAND, ME

RECEIVED



**From:** Marge Schmuckal  
**To:** Rick Knowland  
**Date:** 9/5/2006 4:42:00 PM  
**Subject:** Re: student housing

Rick,

I see some problems. What this lease is renting out is a specific bedroom. Rates are based upon that specific bedroom. #2 states: "Use and Occupancy: It is understood that Tenant shall have exclusive use and occupancy of the one bedroom in the Apartment Unit." It appears that this is a rooming unit that is leased out separately.

Marge

>>> Rick Knowland 9/5/2006 2:48:56 PM >>>

At tomorrow's staff meeting we will be discussing the student housing project. Are you comfortable with the latest info submitted by the applicant regarding this use as a multi-family development? On sept 12 we have a planning board workshop on this item. Thanks.

**CC:** Penny Littell

"Guide to Forming a Living Group" ?

**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 9/7/2006 4:43:24 PM  
**Subject:** 120 Marginal Way - Bayside Village

Rick,

This memo is in regards to the use of the proposed Bayside Village. I have reviewed the sample leases received from Ed Marsh on August 25, 2006. A review of the leases clearly shows that the bedrooms are to be leased out individually with separate and distinct individual leases and rights. Rents are collected separately from each bedroom tenant.

The use of the Bayside Village would fall under the definition for "Lodging House" within the City's Land Use Zoning Ordinance. Lodging houses are a listed, permitted use under section 14-295(b)3 of the B-7 Zone in which this property is located.

Marge Schmuckal  
Zoning Administrator

**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 10/4/2006 11:36:25 AM  
**Subject:** 120 Marginal Way - Southern Maine Housing, LLC -#2006-0125

Rick,  
I checked my files concerning a previous memo regarding zoning compliance for this application. I know we sat down on 7/26/06 and went over all the B-7 requirements. But apparently I did not put something in writing to you.

This project is located within the B-7 Zone. This project requires a conditional use appeal to the Planning Board for the the parking garage. All parking requirements are to be determined by the PB per the Zoning Ordinance.

All other B-7 Zoning requirements have be met. It has previously been determined that the use is a lodging house with rooming units based on the submitted sample lease (see memo dated 9/7/06).

Marge Schmuckal  
Zoning Administrator

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
Zoning Copy**

2006-0125  
Application I. D. Number

Southern Maine Student Housing, LLC.  
Applicant  
247 Commercial Street, Rockport, ME 04856  
Applicant's Mailing Address

7/11/2006  
Application Date  
Bayside Village - Student Housing Co  
Project Name/Description

Consultant/Agent  
Applicant Ph: (207) 236-4067      Applicant Fax: (207) 236-6307  
Applicant or Agent Daytime Telephone, Fax

120 - 120 Marginal Way, Portland, Maine  
Address of Proposed Site  
442 A001001  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building     Building Addition     Change Of Use     Residential     Office     Retail  
 Manufacturing     Warehouse/Distribution     Parking Lot     Apt    0     Condo    0     Other (specify)

Proposed Building square Feet or # of Units	Acreage of Site	Proposed Total Disturbed Area of the Site	<b>B7</b> Zoning
---	-----------------	---	---------------------

**Check Review Required:**

<input checked="" type="checkbox"/> Site Plan (major/minor)	<input type="checkbox"/> Zoning Conditional - PB	<input checked="" type="checkbox"/> Subdivision # of lots <u>101</u>	<input type="checkbox"/> Design Review
<input type="checkbox"/> Amendment to Plan - Board Review	<input type="checkbox"/> Zoning Conditional - ZBA	<input type="checkbox"/> Shoreland	<input type="checkbox"/> Historic Preservation
<input type="checkbox"/> Amendment to Plan - Staff Review	<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Flood Hazard	<input type="checkbox"/> Site Location
<input type="checkbox"/> After the Fact - Major	<input type="checkbox"/> Stormwater	<input checked="" type="checkbox"/> Traffic Movement	<input type="checkbox"/> Other _____
<input type="checkbox"/> After the Fact - Minor	<input type="checkbox"/> PAD Review	<input type="checkbox"/> 14-403 Streets Review	

Fees Paid:    Site Plan    \$7,025.00    Subdivision    \_\_\_\_\_    Engineer Review    \$11,471.05    Date    12/19/2007

**Zoning Approval Status:**      Reviewer Marge Schmuckal

Approved       Approved w/Conditions See Attached       Denied

Approval Date 10/4/2006      Approval Expiration 10/4/2007      Extension to \_\_\_\_\_       Additional Sheets Attached

Condition Compliance      Marge Schmuckal      1/10/2008  
signature      date

<b>Performance Guarantee</b>	<input checked="" type="checkbox"/> Required*	<input type="checkbox"/> Not Required
* No building permit may be issued until a performance guarantee has been submitted as indicated below		
<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>8/3/2007</u> date	<u>\$504,146.00</u> amount
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>8/3/2007</u> date	<u>\$10,082.92</u> amount
<input checked="" type="checkbox"/> Building Permit Issue	<u>9/16/2008</u> date	
<input checked="" type="checkbox"/> Performance Guarantee Reduced	<u>6/23/2008</u> date	<u>\$423,024.00</u> remaining balance
<input checked="" type="checkbox"/> Temporary Certificate of Occupancy	<u>8/22/2008</u> date	<input type="checkbox"/> Conditions (See Attached)
<input checked="" type="checkbox"/> Final Inspection	<u>9/30/2008</u> date	<u>Philip DiPierro</u> signature
<input checked="" type="checkbox"/> Certificate Of Occupancy	<u>9/30/2008</u> date	
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature



This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information**

Card Number 1 of 1  
 Parcel ID 053 E014001  
 Location 29 CRESCENT ST  
 Land Use FIVE TO TEN FAMILY  
 Owner Address MAINE MEDICAL CENTER  
 22 BRAMHALL ST  
 PORTLAND ME 04102  
 Book/Page 22762/045  
 Legal 53-E-14-15  
 CRESCENT ST 27-29  
 4134 SF

*legal 4 DU  
 last issued permit  
 10/29/55*

**Current Assessed Valuation**

Land \$66,300 Building \$283,500 Total \$349,800

**Building Information**

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1910	7	0	1

Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
0.095	0		APARTMENT - GARDEN	

**Exterior/Interior Information**

Section	Levels	Size	Use
1	B1/B1	1448	SUPPORT AREA
1	B1/B1	208	APARTMENT
1	01/01	1716	APARTMENT
1	02/02	1656	APARTMENT
1	03/03	598	APARTMENT
1	04/04	745	APARTMENT

Height	Walls	Heating	A/C
8		NONE	NONE
8		HW/STEAM	NONE
9	FRAME	HW/STEAM	NONE
9	FRAME	HW/STEAM	NONE
9	FRAME	HW/STEAM	NONE
8	FRAME	HW/STEAM	NONE
		NONE	NONE
		NONE	NONE

**Building Other Features**

Line	Structure Type	Identical Units
2	PORCH - COVERED	1

**Yard Improvements**

Year Built	Structure Type	Length or Sq. Ft.	# Units
------------	----------------	-------------------	---------



**APPLICATION FOR PERMIT**  
 Class of Building or Type of Structure Third Class  
Portland, Maine Sept. Oct. 1, 1957

PERMIT NUMBER  
 0177  
 OCT 20 1957  
 CITY of PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect alter-repair-demolish-install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 29 Crescent St. (27) Within Fire Limits? YES Dist. No. 3  
 Owner's name and address Charles H Doughty, 29 Crescent St. Telephone 4-5905  
 Lessee's name and address \_\_\_\_\_ Telephone \_\_\_\_\_  
 Contractor's name and address owner and Megquier & Jones, 33 Pearl St. Telephone \_\_\_\_\_  
 Architect \_\_\_\_\_ Specifications \_\_\_\_\_ Plans yes No. of sheets 2  
 Proposed use of building Apartment House No. families 4  
 Last use \_\_\_\_\_ No. families \_\_\_\_\_  
 Material frame No. stories 2 1/2 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
 Other building on same lot \_\_\_\_\_  
 Estimated cost \$ 250.00 Fee \$ 2.00

**General Description of New Work**

To erect wooden fire escape from second story to first floor, swinging ladder (iron) goes from first floor to ground. as per plans.

*See note on back of inspection copy.*

Permit Issued with Letter

Appeal sustained 10/18/57 New to Fire Dept. 10/1/57  
 Void from Fire Dept. 10/3/57

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. PERMIT TO BE ISSUED TO owner

**Details of New Work**

Is any plumbing involved in this work? \_\_\_\_\_ Is any electrical work involved in this work? \_\_\_\_\_  
 Is connection to be made to public sewer? \_\_\_\_\_ If not, what is proposed for sewage? \_\_\_\_\_  
 Has septic tank notice been sent? \_\_\_\_\_ Form notice sent? \_\_\_\_\_  
 Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_  
 Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ solid or filled land \_\_\_\_\_ earth or rock? \_\_\_\_\_  
 Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellars \_\_\_\_\_  
 Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
 No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_ Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_  
 Framing Lumber--Kind \_\_\_\_\_ Dressed or full size? \_\_\_\_\_ Corner posts \_\_\_\_\_ Sills \_\_\_\_\_  
 Size Girder \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
 Kind and thickness of outside sheathing of exterior walls? \_\_\_\_\_  
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.  
 Joists and rafters: 1st floor \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ roof \_\_\_\_\_  
 On centers: 1st floor \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ roof \_\_\_\_\_  
 Maximum span: 1st floor \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ roof \_\_\_\_\_  
 If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

**If a Garage**

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_ number commercial cars to be accommodated \_\_\_\_\_  
 Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

**Miscellaneous**

Will work require disturbing of any tree on a public street? no  
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? YES

APPROVED:

*Carl P. Johnson*

*Elizabeth/Anne & Moses*

*Crescent St*

**From:** Alex Jaegerman  
**To:** Joe Gray ; Penny Littell  
**Date:** 4/11/2008 8:54:46 AM  
**Subject:** Fwd: Maine Medical Center Property Divestiture

Joe, Penny:

Marge and I met with Peter Bass and Richard Berman last week. They want to remove the existing buildings on Crescent Street and construct a rooming house for medical students, a dormitory like use. It appears to be OK for zoning. I asked them to leave a plan, but it was preliminary and they chose not to. We need to confirm that it works with the conditional rezone. Penny, you recall that we wrote them a letter about a year ago answering a bunch of conditional rezone questions, that I believe touched on this issue. They are interested in acquiring the city lot that goes from Crescent to Congress, where the passage way was considered, but not required.

The building will be owned and operated by a subsidiary of the Developers Collaborative, but residents would be MMC med students, related to their work with Tufts Medical school. Bass and Berman were suggesting that MMC sell them the two Western Prom houses currently used for med student housing, and those be redeveloped into condo's. That is not part of the current proposal, however.

Then there is the political side... there might be neighborhood backlash. I think this could get messy. When I get a plan, I can give Dave Marshall a copy.

Alex.

>>> "Michael Ryan" <RYANM@mmc.org> 4/10/2008 6:25:39 PM >>>

I would like to set up an appointment with you and whomever else needs to be involved from your end, along with Richard Berman and a couple of members of the MMC team, to report on the status of development of our plans for property divestiture in compliance with the terms of the contract zone agreement between MMC and the City of Portland. We are meeting weekly with Richard and his team on the development plan, and are making good progress, but feel we are at an appropriate point to retest the approach we are taking and to seek reassurance that the approach continues to meet the city's requirements.

I understand that Hank Dunn is also trying to set up a time with you to to run through a "pre-C- of -O" checklist. To be clear, my request is for a separate meeting, one that I would like schedule sooner rather than later to allow the Berman work to proceed.

Please give me a call (662-2724) or email ([ryanm@mmc.org](mailto:ryanm@mmc.org)) at your convenience to discuss. Thanks.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the use of the intended recipient(s) only and may contain information that is privileged, confidential, and prohibited from unauthorized disclosure under applicable law. If you are not the intended recipient of this message, any dissemination, distribution, or copying of this message is strictly prohibited. If you received this message in error, please notify the sender by reply email and destroy all copies of the original message and attachments.

**CC:** Barbara Barhydt; Marge Schmuckal

*→ H(6)c*

*Must meet plan  
Comprehensive plan -*

*IN writing how it meets*

**From:** Marge Schmuckal  
**To:** ALEX JAEGERMAN; Barbara Barhydt ; PENNY LITTELL; T. J. Martzial  
**Date:** 4/18/2008 10:38:25 AM  
**Subject:** Crescent Street Properties

The issue concerning a lodging house vs dormitory may be a mute point. I just met with Mark Wilcox of Winton Scott Arch. Under the NFPA 101 Code, a lodging house with more than 16 residents is classified as a dormitory/hotel and has much higher fire coding requirements. Mark Wilcox is now being asked to look at dwelling units or perhaps a combination thereof.

Nothing has been submitted. All we went over was definitions of stories, height and setbacks. I approved nothing. We will see what gets submitted in the future.

Marge

**From:** T. J. Martzial  
**To:** Jaegerman, Alex; Littell, Penny; Schmuckal, Marge  
**Date:** 4/14/2008 1:02:29 PM  
**Subject:** Re: Developers Collaborative & MMC Housing

I haven't heard back from Penny, but she & spoke about this for a few minutes on Friday. While the 3 of  
can get together at 2:30 today let's do it?

>>> Marge Schmuckal 04/14 9:54 AM >>>  
I can also do today at 2:30  
Marge

>>> T. J. Martzial 4/14/2008 9:03:01 AM >>>

Can we try to get together sometime this week to look at this?

4/14 Today after 2:30 open  
4/15 Tomorrow all open until 1:00  
4/16 Wed. I'm out all day  
4/17 Thu. 8:00 - 11:00  
4/18 Fri. 8:00 - 2:30

met on 4/14/08

RE: Also Forest St tied in

Alan - Marge Tj & Penny

4/2/08

Dormitory, 15 Lodging

**SIMONDS PROPERTIES**

Students only

WE MCD

Alex

Kevin  
Richard

Bernard

Random orbit

Peter BASS

OWNER	ADDRESS	C-B-L	LEGAL USE	FOUND USE
Gordon D. Simonds Truste	25 Crescent St. (3,013 sq. ft)	53-E-5 R-6 req.	8 D.U.	9 R.U. 16 <sup>?</sup> RU
R. G. Simonds Trust	15 Crescent St. (4,275 s.f.)	53-F-6 R-6 req.	1 D.U. & 5 R.U.	11 R.U. 12 <sup>?</sup> RU
Ruth G. Simonds	37 Crescent St. cor. Congress (6,456 s.f.)	53-E-1, 10, 13 R-6 req.	5 D.U.	10 R.U. 12 <sup>?</sup> RU
Ruth G. Simonds	52 Bramhall St. cor. Russell St. (3,950 s.f.)	54-D-3 R-6	3 D.U.	10 R.U.
Ruth G. Simonds	48 Bramhall St. cor. Russell St. (3,990 s.f.)	54-D-4 R-6	3 D.U.	10 R.U. ok recent fire
Ruth G. Simonds	59 Pine St. cor. Blythe Ct. (3,482 s.f.)	55-B-35 R-6	12 R.U.	12 R. U.
Ruth G. Simonds	104 West St cor. Chadwick (12,500 s.f.)	63-E-2 R-4	2 D.U.	1 DU 6 RU
R.G. Simonds Trust	33 Crescent St. cor Congress St (4,532 s.f.)	53-E-2 R-6 req.	2 D.U. & 2 R. U.	7 R.U. 8 RU

D.U. = Dwelling Units

R.U. = Rooming Units

Phase I

51 RU  
35 stories  
35-1

Phase I

15 RU

I stated that I needed a statement explaining who could rent / how it would be marketed

#29 Crescent

AA

**From:** Peter Bass-Random Orbit Inc-Developers Collaborative <pbass@maine.rr.com>  
**To:** "T. J. Martzial" <tjm@portlandmaine.gov>  
**Date:** 4/15/2008 11:51:13 AM  
**Subject:** Maine Med Housing Replacement

TJ,

Without really answering any specific questions your email gives us enough information and insight to know that we really need to decouple the two projects when delving into the housing replacement ordinance. We don't want to open the can of worms that will complicate our Crescent St. lodging house plans. Since our important initial question is answered we will hold off on the specifics of the Crescent St. housing replacement issues. On its own, it looks to us relatively straightforward.

As you know, we have done a market analysis and Maine Med needs analysis which among other things, shows a doubling in demand for student housing prompted by the new partnership with Tufts. We have also begun our community process by presenting our smart growth ideas to key community players. We have gotten an extremely positive and encouraging response so far and are preparing to present to the greater community. We will certainly continue to keep in touch with you as we make our way through the process. Thanks for your time and effort.

Peter Bass  
Developers Collaborative  
772-6005

**CC:** Alex Jaegerman <AQJ@portlandmaine.gov>, Penny Littell <PL@portlandmaine.gov>, <mes@portlandmaine.gov>, Richard Berman <rberm@midmaine.com>, Kevin Bunker <bunker.kevin@gmail.com>

Inspection Services  
Samuel P. Hoffses  
Chief



Planning and Urban Development  
Joseph E. Gray Jr.  
Director

CITY OF PORTLAND

*PLEASE NOTE ATTACHED  
STATEMENT  
JEC*

September 30, 1992

Robert Munson  
1414 Westbrook St  
Portland, ME 04102

Re: 29-31 Crescent St  
CBL: 053-E-015  
DU: 6

Dear Mr. Munson,

You are hereby notified, as owner or agent, that an inspection was made of the above referred property. Violations of Article V of the Municipal Ordinance (Housing Code) were found as described in detail on the attached "Housing Inspections Report".

In accordance with the provisions of the above mentioned Code, you are hereby ordered to correct those defects on or before November 30, 1992. If you are unable to make such repairs within the specified time, you may contact this office to arrange a satisfactory repair schedule. If we do not hear from you within 10 days from this date, we will assume the repairs to be in progress and, on re-inspection within the time set forth above, will anticipate that the premises have been brought into compliance with the Housing Code Standards.

Please Note: You should consult this department to insure that any corrective action you should undertake complies with the building, plumbing, electrical, zoning and other Article of the City Code.

Please contact this office if you have any questions regarding this order.

Your cooperation will aid this department in it's goal to maintain decent, safe, and sanitary housing for all of Portland's residents.

Sincerely,

*Kalowe*  
Kathleen Lowe  
Code Enforcement Officer

*[Signature]*  
P. Samuel Hoffses  
Chief of Inspection Services



**Tenant Lists for Crescent Street**

**35-37 Crescent Street - Ruth G. Simonds (owner) cbl 053-E-001**

Bsmnt - Michael Cole  
1st floor - Brian Staplins  
1st Flr right rear - Anothony Almar  
1st flr - Mulcahy  
2nd flr - Moores  
2nd flr - Ayon  
2nd flr - Butler  
3rd flr - Foley

**31 - 33 Crescent Street - Ruth G. Simonds Trust (owner) cbl 053 - E - 002**

Bsmnt - Richardson  
Bsmnt - Lechment  
Bsmnt - Thomas Lynn  
1st flr rear - James Powers  
2nd flr - Rick Melinger  
2nd flr - Colette Landry  
3rd flr - Woodley  
3rd flr - Shea  
3rd flr - Adams

**27 - 29 Crescent Street - Robert & Marie Munson (owner) cbl 053 - E - 14/ 15**

**29 Side**

Bsmnt - Patrick Bonsant  
Apt 1 - Paul Matchett  
Apt 2 - Allison Faunce  
Apt 3 - Don Marquis  
Apt 4 - Nancy Anderson

**31 Side**

Bsmnt - Donald Towle  
Apt 1 - Michelle Roy  
Apt 2 - Ron Buzzell  
Apt 3 Jim McCarthy

# REAL ESTATE ASSESSMENT RECORD - CITY OF PORTLAND, MAINE

**LAND NOS.** 27  
**STREET** Crescent  
**BLDG. NO.**  
**CARD NO.**  
**DEVELOPMENT NO.**  
**AREA**  
**DIST.** 1  
**ZONE**  
**CHART** E  
**BLOCK** 14  
**LOT**

**TAXPAYER ADDRESS AND DESCRIPTION**  
 Joseph P. C. Minnini  
 PETERS CHARLES J  
 27 CRESCENT STREET  
 CITY

Audit 12967

REAL ESTATE-PORTLAND ME ASSESSORS  
 PLANS ON FILE IN ASSESSORS OFFICE  
 CITY HALL PLAN 53-E-14 CRESCENT  
 ST #27 AREA 2067 SQ FT

**RECORD OF TAXPAYER**  
 181-33266  
 1957 2319 192  
 Compare other half of house  
 Needs Eunt. Dept.

**PROPERTY FACTORS**  
 TOPOGRAPHY  
 LEVEL: HIGH  
 ROLLING  
 SWAMPY  
 STREET  
 PAVED  
 SEMI-IMPROVED  
 DIRT  
 SIDEWALK  
 TILLABLE  
 PASTURE  
 WOODED  
 WASTE  
 IMPROVEMENTS: WATER, SEWER, GAS, ELECTRICITY, ALL UTILITIES, TREND OF DISTRICT  
 IMPROVING, STATIC, DECLINING

### LAND VALUE COMPUTATIONS AND SUMMARY

FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	YEAR 1951	1952
34	60	30.00	80	1620	540	540
Tops - 2070						
					-110	-110
<b>TOTAL VALUE LAND</b>					430	430
<b>TOTAL VALUE BUILDINGS</b>					3790	3080
<b>TOTAL VALUE LAND AND BUILDINGS</b>					4220	3460

### LAND VALUE COMPUTATIONS AND SUMMARY

FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	YEAR 1951	1952
<b>LAND VALUE COMPUTATIONS AND SUMMARY</b>						
<b>TOTAL VALUE LAND</b>					1958	19

### LAND VALUE COMPUTATIONS AND SUMMARY

FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	YEAR 1951	1952
<b>LAND VALUE COMPUTATIONS AND SUMMARY</b>						
<b>TOTAL VALUE LAND</b>					1958	19

### LAND VALUE COMPUTATIONS AND SUMMARY

FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT. PRICE	YEAR 1951	1952
<b>LAND VALUE COMPUTATIONS AND SUMMARY</b>						
<b>TOTAL VALUE LAND</b>					1958	19

YEAR	SALE PRICE	RENTAL	EXPENSE	NET
1947	6500	1060	1240	
U. S. R. S.				

12/10 YEAR 1887 ETC.

YEAR 19

RECORD OF BUILDINGS  
 GRADE DENOTES QUALITY OF CONSTRUCTION: A-EXCELLENT; B-GOOD; C-AVERAGE; D-CHEAP; E-VERY CHEAP

FOUNDATION	CONCRETE	CONCRETE BLOCK	BRICK OR STONE	PIERS	CELLAR AREA FULL	NO. CELLAR	EXTERIOR WALLS	CLAPBOARDS	WIDE SIDING	DROP SIDING	NO SHEATHING	WOOD SHINGLES	ASBES. SHINGLES	STUCCO ON FRAME	STUCCO ON TILE	BRICK VENEER	BRICK ON TILE	SOLID BRICK	STONE VENEER	CONC. OR CIND. BL.	TERRA COTTA	VITROLITE	PLATE GLASS	INSULATION	WEATHERSTRIP	ROOFING	ASPH. SHINGLES	WOOD SHINGLES	ASBES. SHINGLES	SLATE	METAL	COMPOSITION	ROLL ROOFING	INSULATION
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FLOOR CONST.	WOOD JOIST	STEEL JOIST	MILL TYPE	REIN. CONCRETE	FLOOR FINISH	CEMENT	EARTH	PINE	HARDWOOD	TERRAZZO	TILE	ATTIC FLR. & STAIRS	INTERIOR FINISH	B 1	2	3	PINE	HARDWOOD	PLASTER	UNFINISHED	METAL CL.G.	RECREAT. ROOM	FINISHED ATTIC	FIREPLACE	HEATING	PIPELESS FURNACE	HOT AIR FURNACE	FORCED AIR FURN.	STEAM	HOT WAT. OR VAPOR	NO HEATING	GAS BURNER	OIL BURNER	STOKER
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BATHROOM	TOILET ROOM	WATER CLOSET	LAUNDRY	KITCHEN SINK	STD. WAT. HEAT	AUTO. WAT. HEAT	ELECT. WAT. SYST.	LAUNDRY TUBS	NO PLUMBING	TILING	BATH FL. & WCOT.	TOILET FL. & WCOT.	LIGHTING	ELECTRIC	NO. OF ROOMS	NO. LIGHTING	B 1	2	3	1ST	2ND	3RD	OCCUPANCY	SINGLE FAMILY	TWO FAMILY	APARTMENT	STORE	THEATRE	HOTEL	OFFICES	WAREHOUSE	COMM. GARAGE	GAS STATION	ECONOMIC CLASS	OVER BUILT	UNDER BUILT	DT	AR.	PD.	MS.	CK.
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SUMMARY OF BUILDINGS

RENT	ESTMT	30	110	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500
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YEAR	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
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1951 TOTAL BLDGS. 3790





**From:** T. J. Martzial  
**To:** Collaborative, Peter Bass-Random Orbit Inc-Developers  
**Date:** 4/14/2008 3:29:33 PM  
**Subject:** Re: Housing

Crescent St  
Properties

Peter - Alex, Marge, Penny and I spent a few minutes on this today. We decided we need some additional info (in addition to the info I asked for last week). Could you please respond to each of these in writing?

- 1.) A marketing plan? how will the units be marketed?
- 2.) Lease agreements? what will the standard lease period be?

(note that #1 & #2 are info needed to verify that these units will not be connected in any formal or informal marketing plan with Maine Med. We need to confirm that there will be no contractual relationship with MMC)

- 3.) Have you done a market or other statistical analysis to demonstrate the need in the community/neighborhood for lodging units?  
(although full units are proposed to be replaced with lodging units, (apples vs. oranges), demonstrating you are addressing an important community/neighborhood housing need could be important)
- 4.) Could you present to us in writing why you believe this development proposal should be exempt from the Ordinance, specifically Section (j)(1) *Housing Replacement by Contribution to the City's Housing Development Fund?* or, why you believe this development proposal fulfills the requirements of Section (h) *Housing Replacement by the Creation of New Units?*

And, finally, we will need a lot more information on the planned use of the Forest St. building site before considering if that demo and subsequent redevelopment could be affected by the Ordinance. However, first comments are not real positive on the concept that the Crescent St. proposal is part of the eventual Forest St. redevelopment.

Thank You Peter, please call anytime.

TJ

T.J. Martzial  
Director of Housing & Neighborhood Services  
City of Portland Maine  
389 Congress St., Room 312  
Portland, ME 04101

phone: 207.874.8711  
fax: 207.874.8949  
<http://www.portlandmaine.gov/planning/housing.asp>

>>> Peter Bass-Random Orbit Inc-Developers Collaborative <[pbass@maine.rr.com](mailto:pbass@maine.rr.com)> 04/11 3:10 PM >>>

I will get that info to you on Monday. The three buildings on Crescent are vacant with no rents.

Peter

**From:** T. J. Martzial  
**To:** Jaegerman , Alex; Littell , Penny; Schmuckal, Marge  
**Date:** 4/14/2008 3:31:07 PM  
**Subject:** Fwd: Maine Med Properties

FYI....

I thought this might be the case. Would City records indicate the no. of bedrooms in each unit?

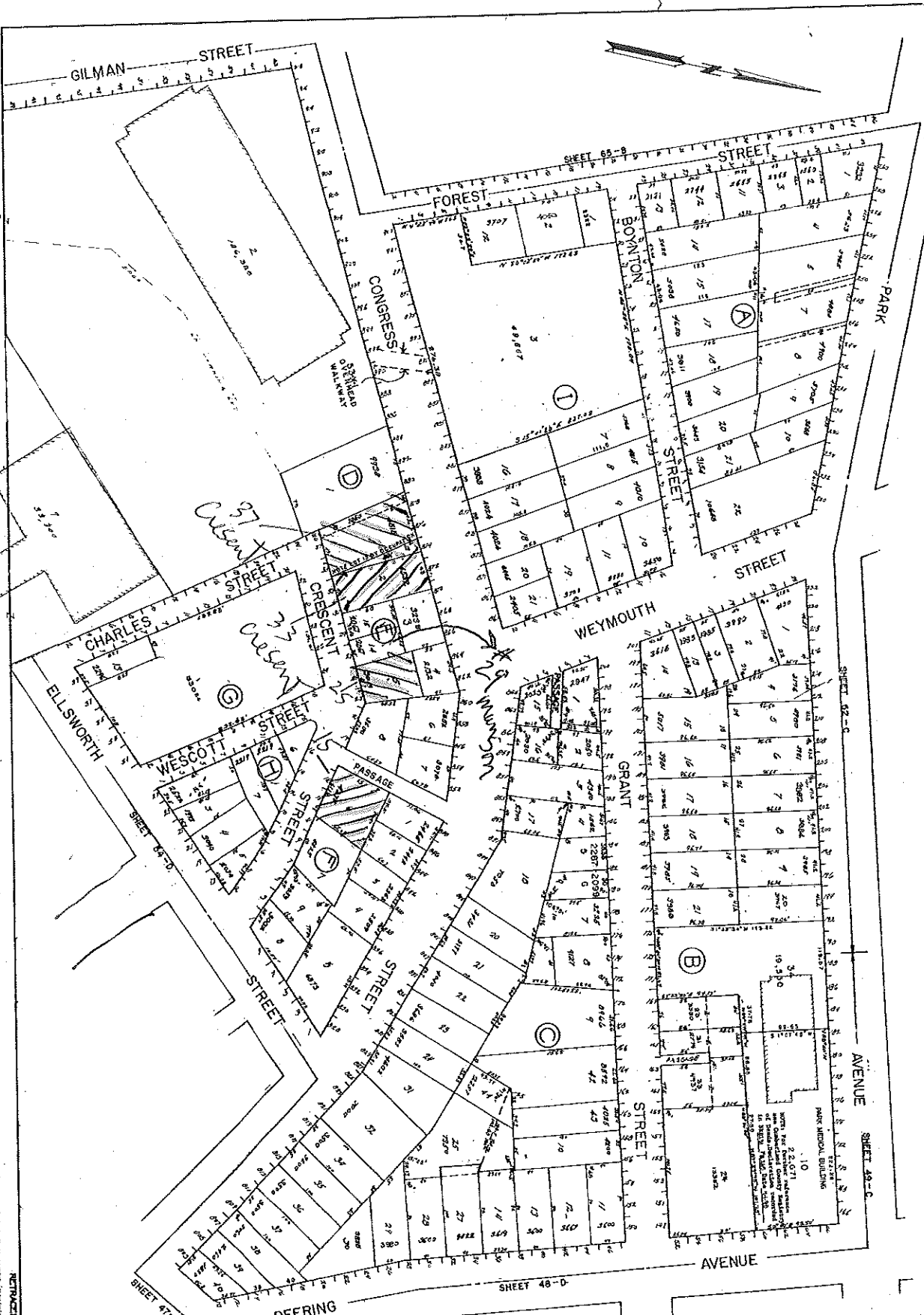
>>> Peter Bass-Random Orbit Inc-Developers Collaborative <[pbass@maine.rr.com](mailto:pbass@maine.rr.com)> 04/14 3:09 PM >>>

TJ,

The Crescent St. Buildings have been vacant for quite some time and were never rented by Maine Med, their current owner. Previous rental history is lost to us. Still trying to get the rents for the apartments offsite near Congress.

Peter

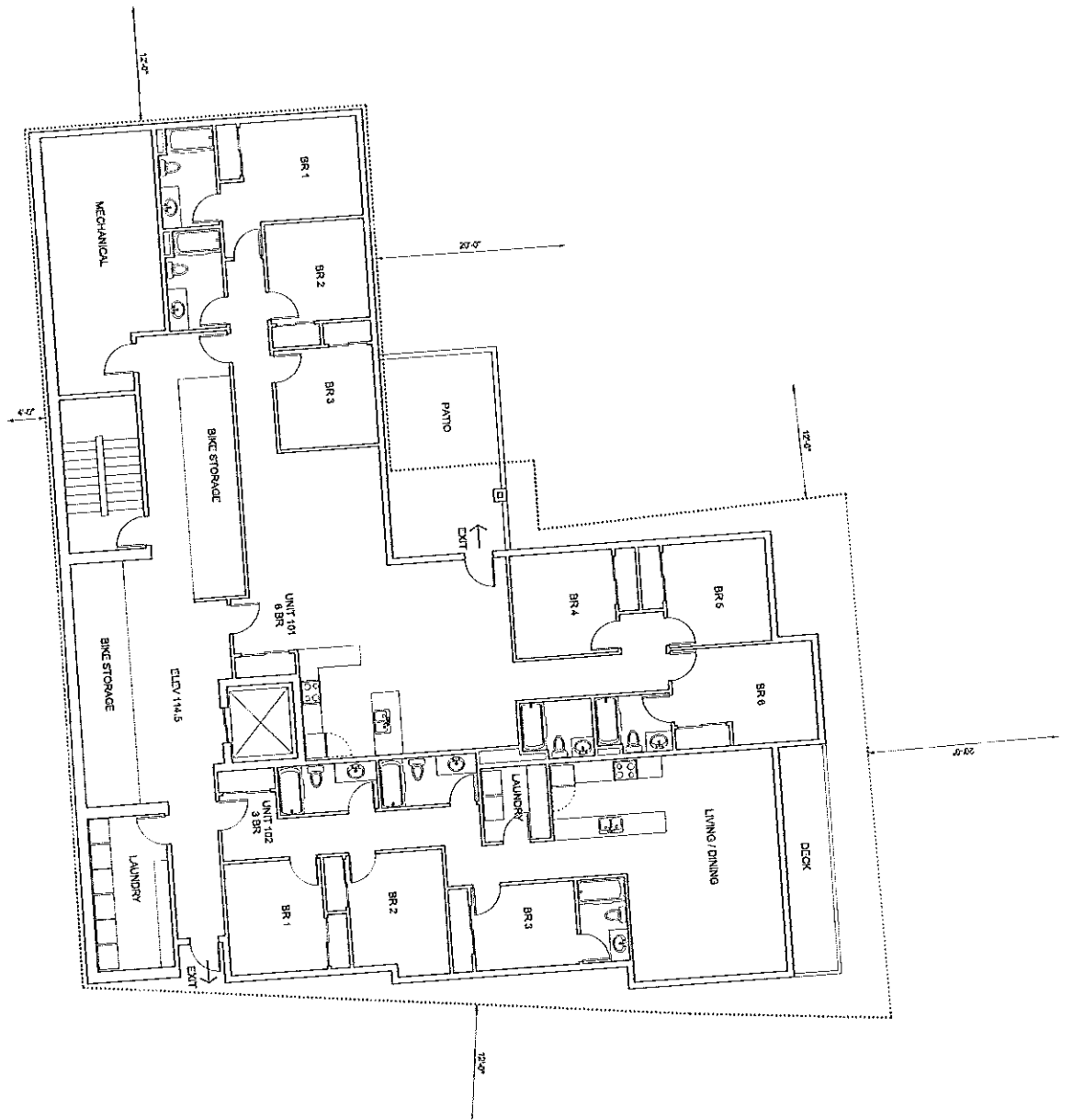




RETRACED 3-8-67

CITY OF PORTLAND  
ASSESSORS PLAN  
SCALE 1" = 50'

№ 53



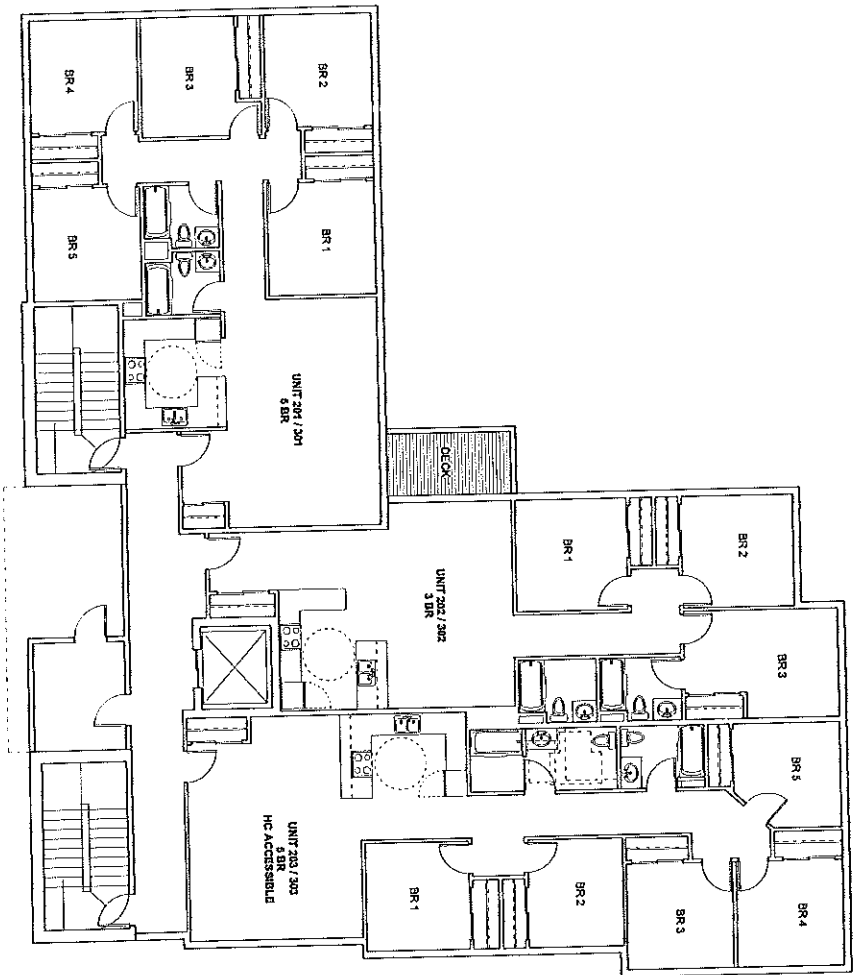
44 Bedrooms  
Total

Common 100 sq ft  
Npts in  
units

11 Apts.

2 Apts - 9 BDR

**Level 1 Floor Plan**  
**Crescent Street Apartments**  
 August 6, 2008  
 Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

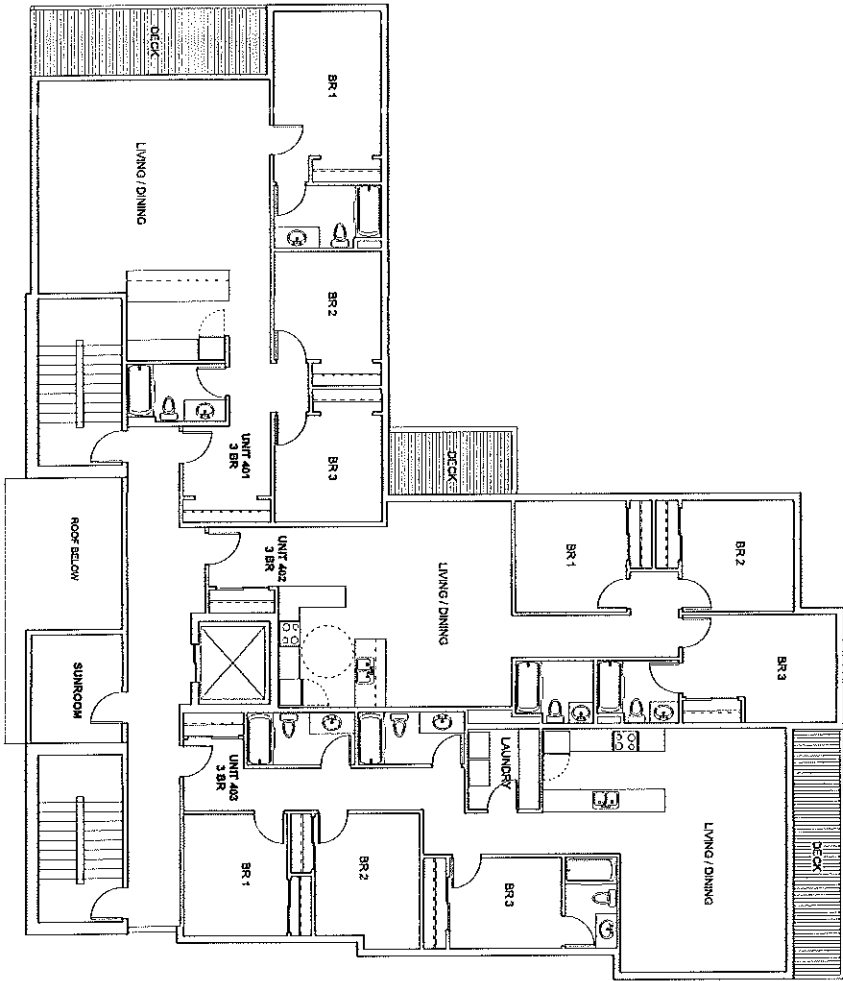


**Level 2 & 3 Floor Plans**

**Crescent Street Apartments**

August 6, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



3-3 BDRM

**Level 4 Floor Plan**  
**Crescent Street Apartments**  
 August 6, 2008  
 Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

From Barbara

9/15/08

### SIMONDS PROPERTIES

OWNER	ADDRESS	C-B-L	LEGAL USE	FOUND USE
Gordon D. Simonds Truste	25 Crescent St. (3,013 sq. ft)	53-E-5 R-6 req.	8 D.U.	9 R.U. 16? RU
R. G. Simonds Trust	15 Crescent St. (4,275 s.f.)	53-F-6 R-6 req.	1 D.U. & 5 R.U.	11 R.U. 12? RU
Ruth G. Simonds	37 Crescent St. cor. Congress (6,456 s.f.)	53-E-1, 10, 13 R-6 req.	5 D.U.	10 R.U. 12? RU
Ruth G. Simonds	52 Bramhall St. cor. Russell St. (3,950 s.f.)	54-D-3 R-6	3 D.U.	10 R.U.
Ruth G. Simonds	48 Bramhall St. cor. Russell St. (3,990 s.f.)	54-D-4 R-6	3 D.U.	10 R.U. ok recent fire
Ruth G. Simonds	59 Pine St. cor. Blythe Ct. (3,482 s.f.)	55-B-35 R-6	12 R.U.	12 R. U.
Ruth G. Simonds	104 West St cor. Chadwick (12,500 s.f.)	63-E-2 R-4	2 D.U.	1 DU 6 RU
R.G. Simonds Trust	33 Crescent St. cor Congress St (4,532 s.f.)	53-E-2 R-6 req.	2 D.U. & 2 R. U.	7 R.U. 8 RU

D.U. = Dwelling Units

R.U. = Rooming Units

Crescent St. Occupancy Analysis  
Property:

Legal use

MARGE

Found use by City

Peter BASS

Found use 4/17/08 site visit

Bedrooms found

15 Crescent	1-D.U. & 5-R.U. 8-D.U.	11 R.U.	11 R.U. 7 D.U.	11
25 Crescent		9-R.U.	1st floor- 2-1bedroom, 1 efficiency 2nd floor- 2-1bedroom 3rd floor- 2-1bedroom 9 D.U.	11
29 Crescent	?	N/A	Basement- 2-efficiency 1st floor- 1-1bedroom, 2-efficiency 2nd floor- 2-2bedroom 3rd floor- 2-efficiency	29 Bedrooms

Demolition Permit  
files on FOEM \*

No Tenants

Plan approved by Planning Authority

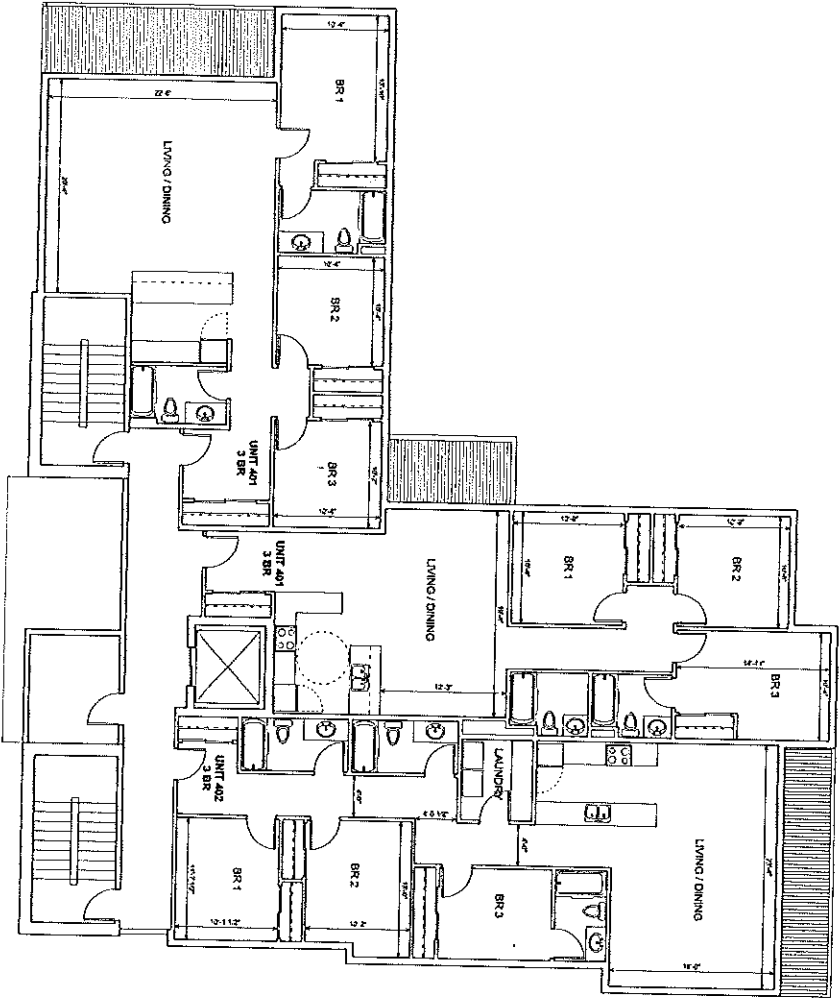
PROPOSED Development =

11 DU → 44 Bedrooms









Level 4 Floor Plan

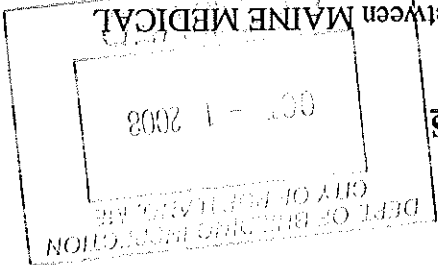
Crescent Street Housing  
 Maine Medical Center  
 August 6, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

9/5/08

Crescent St. Occupancy Analysis Property:	Legal use	Found use by City	Found use 4/17/08 site visit	Bedrooms found
15 Crescent	1-D.U.& 5-R.U.	11 R.U.	11 R.U.	11
25 Crescent	8-D.U.	9-R.U.	7 D.U. 1st floor- 2-1bedroom, 1 efficiency 2nd floor- 2-1bedroom 3rd floor- 2-1bedroom	7
29 Crescent	?	N/A	9 D.U. Basement- 2-efficiency 1st floor- 1-1bedroom, 2-efficiency 2nd floor- 2-2bedroom 3rd floor- 2-efficiency	11

Ellsworth St - entire bldg ?



**LEASE FOR PARKING SPACES**

LEASE made this \_\_\_\_\_ day of September, 2008, by and between MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 ("Landlord") and CRESCENT HEIGHTS LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Tenant")

**WITNESSETH:**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord (44 motor vehicle parking spaces) in Landlord's parking garage located adjacent to Landlord's 22 Bramhall Street campus and accessed from Congress Street and from the access road near Crescent Street (the "Spaces"). The Spaces are available to Tenant on an unassigned, nonexclusive basis; provided, however, that Landlord guarantees to Tenant that the Spaces shall be available. The Spaces shall be restricted to lessees of Tenant residing in Tenant's housing project to be located on Crescent Street adjacent to Landlord's hospital property (the "Project").

2. Term, Renewal. The term of this Lease shall commence on the date of issuance of a certificate of occupancy for the Project and continue until September 1, 2028. If such certificate of occupancy is not issued by November 30, 2010, this Lease shall terminate and be of no further force or effect. Upon delivery of written notice to Landlord given not less than twelve (12) months prior to the end of the initial term hereunder, Tenant may, at its option, extend this Lease for one additional term of twenty (20) years (the "Renewal Term"), provided that Tenant is not in default hereunder at the time such written notice is given or at the commencement of the Renewal Term. The Renewal Term shall end on September 1, 2048.

3. Rent. Tenant covenants and agrees to pay rent during the term of this Lease of One Dollar (\$1.00), payable in advance.

4. Maintenance. Landlord shall at all times maintain the Spaces in the same order and repair as they are in at the commencement of the term, reasonable use and wear excepted. At the expiration of the term, Tenant shall surrender the Spaces to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and only excepted.

5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be mutually satisfactory.

6. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the

Spaces or arising in any way from the use or condition of the Spaces, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, except to the extent any such claims arise from the negligence or willful acts of Landlord or any employee, invitee, contractor or tenant of Landlord's.

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STATE OF MAINE  
2003  
RECEIVED

7. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that the parking garage in which the Spaces are located or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Spaces are thereby rendered untenable in whole or in part, then either Landlord or Tenant may terminate this Lease upon written notice to the other.

8. Tenant's Property. All motor vehicles and property of every kind, nature or description therein belonging to Tenant and to all persons claiming through or under Tenant which may be in the Spaces or otherwise using the parking garage during the term of this Lease, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

9. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Tenant shall not assign this lease or sublet the Spaces without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except that Tenant may assign this Lease to a successor owner of the Project without needing to obtain Landlord's consent.

11. Subordination to Mortgage. This Lease is subject and subordinate to any and all mortgages from Landlord to third persons, whether now or hereafter existing. At the written request of Landlord or any mortgagee, Tenant agrees to attorn to any such mortgagee.

12. Notices. Notices to be given under this Agreement shall be deemed sufficient if in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after delivery if

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STATE OF MAINE  
OCT 1 2003  
REC'D

mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or if sent by reputable overnight courier or delivery service, and addressed to the recipient at the address set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by providing the other party with written notice of the new address in the manner specified herein.

13. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

MAINE MEDICAL CENTER, Landlord

\_\_\_\_\_

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

Name:  
Title

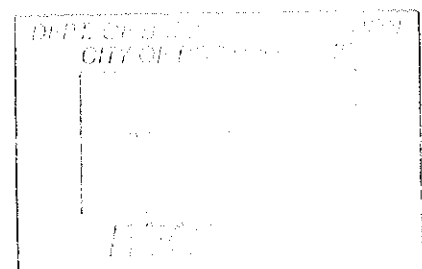
CRESCENT HEIGHTS LLC, Tenant

\_\_\_\_\_

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

Richard Berman, its Member

O:\MAS\05180 Berman\Maine Med\Parking Lease\_Crescent Heights.doc





September 26, 2008

Penny St. Louis Littell, Director  
Planning & Urban Development Department  
City of Portland  
Room 308  
389 Congress Street  
Portland, ME 04101

Re: Crescent Heights Apartments – Portland, Maine

Dear Ms. Littell,

I am writing on behalf of Crescent Heights, LLC and their proposed project on Crescent and Congress Streets. Gorham Savings Bank is very interested in providing both the construction and permanent financing for this project.

While this letter is not to be construed as a loan commitment, we have reviewed the concept as outlined by the Developer and are comfortable with their management and financial ability to see the project through to a successful completion.

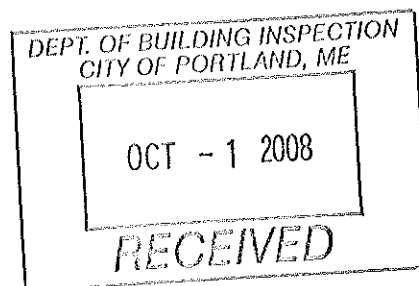
If you should need further information or clarification, please contact me at 222-1492.

Regards,

A handwritten signature in black ink, appearing to read "Karl Suchecki".

Karl Suchecki  
Sr. Vice President

Cc: Crescent Heights, LLC



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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 10/21/2008

---

Yesterday I met with Richard Berman and Kevin Bunker to go over the possibility that this project can "lawfully" be considered a lodging house with suites of rooming units. They had done some homework with calculations to show that they can meet the density requirements for both within the building and for the land area per rooming unit. Later in the afternoon they dropped off scaleable plans for me to check their figures.

After calculating room sizes and common areas and land area per dwelling unit, I have come to a conclusion that this project can be called a lodging house with suites of rooming units and meet all the density requirements of the R-6 Zone.

I left a message for Richard Berman with the results of my calculations. I encouraged him to quickly come to some decision concerning whether or not he would change his application from the dwelling units to a lodging house. I reminded him that staff was trying to put together PB memos.

Marge Schmuckal  
Zoning Administrator



DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

• SITE PLANNING AND DESIGN  
• ROADWAY DESIGN  
• ENVIRONMENTAL ENGINEERING  
• PERMITTING  
• AIRPORT ENGINEERING  
• CONSTRUCTION ADMINISTRATION

January 15, 2009

Ms. Barbara Barhydt  
City of Portland Planning Authority  
4<sup>th</sup> Floor, City Hall  
389 Congress Street  
Portland, ME 04101

**Subject: Crescent Heights  
Final Plan Submission**

Dear Barbara:

We have received the January 13, 2009 Planning Board memorandum and we have made final revisions to the drawings based on the staff comments and comments received at the Planning Board workshop. We offer seven (7) revised sets of plans for your consideration prior to the scheduled Public Hearing on January 27, 2009. The following supporting information and responses are provided to various staff comments within the planning report and as discussed at the meeting.

**Housing Replacement**

No further information is required.

**Zoning**

No further information is required.

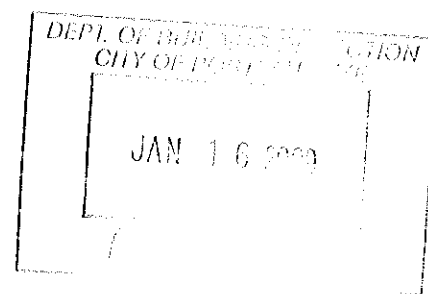
**Staff Comments**

**1. Traffic and Parking Layout**

**Traffic Impacts**

The following information has been requested:

- *The location of current medical students to be relocated to the proposed development.*
- *A description of the sites to be vacated by the medical students and their anticipated use/occupation when vacated.*
- *Backup data that supports use of a 30% reduction factor for multi-modal transportation activity.*





Ms. Barbara Barhydt  
January 15, 2009  
Page 2

Response: We are currently awaiting copies of the review and computations performed by Thomas Errico, P.E. Wilbur Smith Associates, to arrive at the Bramhall intersection impact fee. We will continue to coordinate with Mr. Errico on the delivery on this information and will attempt to close out this issue prior to the Public Hearing.

#### Parking

Mr. Errico has requested the applicant provide information on how the vehicles will be managed. Tenants from the development who park in the garage will be given parking stickers to place on their vehicles so that the Maine Medical Center (MMC) parking garage management will be able to identify these permitted vehicles.

#### Curb Cuts

The following comments regarding the curb cut have been received from Mr. Errico and David Margolis-Pineo, Deputy City Engineer:

*Thomas Errico:*

*The applicant needs to provide information that illustrates a truck can access the proposed driveway. I would note that the driveway separation standard is not met between the proposed driveway and the abutting residential property. Accordingly, a waiver from the City design standards will be required. The applicant should provide justification for a waiver.*

*David Margolis-Pineo*

*The driveway at the right of the proposed building for the dumpster pad appears as designed would require trash trucks to be partially in the neighbor's driveway to empty the dumpster. This area needs to be reworked to achieve better traffic flow and access to the drives.*

Response: We have addressed this comment by realigning the curb layout at the east side of the site. We have revised the layout by shifting the proposed curb an additional 3'-4' to the west such that a 10' opening is provided. The accompanying figure also depicts the maneuvering of a trash truck in/out of the solid waste storage area. We note that Crescent Street is one way at the east side of the site; thus, this offers ample space for truck movements.

#### Public Improvements

Mr. Margolis-Pineo has submitted the following comments regarding the design of the public sidewalks and street improvements.

- *The designed sidewalk on Crescent Street needs to be straightened out.*

Ms. Barbara Barhydt  
January 15, 2009  
Page 3

- *The bricks within the City right of way need to be the Pine Hall/Pathway 4X8 LaChance item # 193623.*
- *Crescent St is a five year street and will require a full grind and overlay in that area.*
- *The curb cut to Lot #15 and any others to vacant lots not being developed need to be eliminated by having new curbing installed and the sidewalks replaced.*

Response: We have realigned the sidewalk at the front of the site so that it will be straight across the site frontage except for a single angled alignment to match into the existing brick sidewalk at the MMC parking garage walkway. We trust this will satisfy the Public Services Division's concern on this issue. The Applicant will be responsible for the maintenance and snow removal within the Blue Stone walkway area at the front entrance. We request that additional agreements regarding maintenance responsibilities be made a condition of approval so that these may be worked out prior to occupancy.

We have modified the details to reference the City's brick requirements and moratorium restrictions on Crescent Street. The owner is aware of the additional costs and paving requirements that are associated with street opening activities in moratorium sections.

The owner is requesting that the existing curb opening at #15 Crescent Street be left as is. In the short term the site will be used for a construction staging area. Although they currently have no formal development activity proposed, they wish to retain the opportunity to develop the site in the future and if developed, the site will need a driveway curb opening.

#### **Bicycle Infrastructure**

No further information required.

#### **2. Bulk, Location, Health, Safety Air and Height of Proposed Buildings**

Dan Goyette, Woodard & Curran, has recommended that an escrow account be set up to cover the cost of tying the foundation drain system into the Congress Street storm drain if necessary.

Response: The owner prefers that this potential cost be included in the performance guarantee that will be established prior to construction, therefore avoiding the need for an additional or separate escrow account.

#### **3. Sewer, Water and Utility Capacity Letters**

We concur with the findings and believe that no further information is required at this time.

Ms. Barbara Barhydt  
January 15, 2009  
Page 4

**4. Stormwater Management and Civil Engineering Review**

We concur with the findings of Mr. Goyette and Mr. Margolis-Pineo. The applicant is agreeable to installing a drywell and connecting the foundation drainage to the City sewer system should the foundation drain flows cause an icing issue on the Congress Street sidewalk or street.

**5. Solid Waste**

At the Planning Board meeting we provided copies of the attached PVC fence enclosure that is proposed around the trash bins. The selection of this material was intended to match similar fencing that was installed as part of the MMC project. This fencing material was installed nearby on Wescott Street. Within the enclosure will be a covered trash receptacle for tenants to place their trash in. The receptacle will be emptied on a routine basis as determined by use over a period of time. This may be one or more times per week as necessary. It is our opinion that this enclosure will be more than adequate given the volume of trash that will be generated by the proposed development. The owner also engages an active building manager who will be responsible for all maintenance and grounds upkeep thus reasonable assurance that the grounds will be clean and well maintained.

**6. Landscaping and Existing Vegetation**

Our office has coordinated with Jeff Tarling and we feel comfortable that we have addressed his concerns and comments regarding plant selection and placement. We note that the sidewalk has been realigned and the applicant has stated a willingness to be responsible for the maintenance of the bench seats and other landscape measures that will be within the Public Right of Way. We will continue to pursue Mr. Tarling to obtain his final sign-off prior to the Public Hearing.

**7. Exterior Elevations**

Winton Scott Architects (WSA) is currently reviewing several comments that were discussed at the Planning Board meeting. Specifically, they are reviewing the exterior wall space from the stairwells on the Crescent Street elevation. We understood from several Board members that additional detail to break up this blank wall space is desirable. WSA will have plan revisions addressing this concern for the Public Hearing. WSA and the applicant are also actively reviewing alternatives for enclosing the open air space beneath the north end of the building. Comments from both the Board and public included concern on uncontrolled access beneath the building on the Congress Street side. We will forward additional information on this topic as it is received.

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January 15, 2009  
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8. Exterior Lighting

No further information is required.

9. Fire

The applicant concurs with Captain Cass' comments. We understand that the Fire Department is currently reviewing issues related to the curbing installed as part of the MMC project and we await any further comments or information that the Department can provide on this issue.

We trust these responses satisfactorily address the staff's comments. We look forward to appearing before the Planning Board at their January 27, 2009 meeting as we look for Final Approval from the Planning Board. We would appreciate the opportunity to review any conditions of approval you include in the next Public Hearing memo prior to the public hearing.

If you have any further questions or informational needs, please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen Bushey, P.E.  
Senior Engineer

SRB/jc/2827/Barhydt01-15-09

c: Richard Berman, Berman Associates  
Mark Wilcox, Winton Scott Architects