

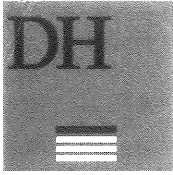
59-A-5

40 W. Commercial St.

Maintenance facility / New

New Yard, LLC.

Yard



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207.775.1121
FAX 207.879.0896

- 3.2.1
- SITE PLANNING AND DESIGN
 - ROADWAY DESIGN
 - ENVIRONMENTAL ENGINEERING
 - PERMITTING
 - AIRPORT ENGINEERING
 - CONSTRUCTION ADMINISTRATION

November 2, 2012

Mr. William Needelman, AICP
Senior Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: Canal Landing New Yard – Phase 1
40 West Commercial Street
Conditional Use Application
Applicant: New Yard, LLC

Dear Bill:

On behalf of New Yard, LLC, we are pleased to provide the accompanying Conditional Use application materials related to the proposed Canal Landing New Yard development off West Commercial Street. This submission package is intended to supplement the City's Final Submission Requirements as outlined in the Level III Application procedures. The full Site Plan application package was delivered to the City on October 31, 2012.

The proposed Canal Landing activities include uses that are identified as Conditional uses under the Waterfront Port Development zone and therefore the appropriate supporting information is contained within this letter submission. The project description is more fully presented in the Level III Site Plan application package. These uses include:

- 1) A Boat Brokerage yard including a small free standing building with office and display space (per Section 14-320.1.a);
- 2) Material storage includes temporary storage of piping by Unitil. Unitil currently stores pipe within the propane gas distribution facility operated by NGL and they are seeking to simply relocate their pipe storage within the limits of the proposed boat yard area for a limited period of time, as they complete numerous infrastructure improvement projects in the Portland area (per Section 14-320.3.c); and
- 3) A utility substation related to Unitil's need to upgrade their natural gas regulator station on the site (per Section 14-320.4). The development site currently contains high and low pressure transmission and distribution gas infrastructure for which Unitil will be seeking to upgrade in the near future. The exact timing for this work is currently unspecified, however, we would like to include in the current Conditional Use application, thereby leaving future details to these activities subject to Planning Authority administrative review only.

Mr. William Needelman, AICP
November 2, 2012
Page 2

The following additional information is provided in accordance with Section 14-474 of the ordinance.

Specifically, the Planning Authority may issue a Conditional Use Permit unless it is so determined that:

- a) *There are unique or distinctive characteristics or effects associated with the proposed conditional use;*
- b) *There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding areas;*
- c) *Such impact differs substantially from the impact which would normally occur from such a use in that zone.*

In support of the project, we offer the following statements addressing each of the aforementioned criteria:

- 1) The proposed project includes the development of a boat maintenance and repair facility that will include shorefront activities and ancillary development. The conditional land use activities include a boat brokerage business operating out of a freestanding building, some temporary material storage for natural gas utility pipe to be used by Unitil for projects in the Portland area, and a utility substation that Unitil may undertake related to their existing underground natural gas infrastructure within the site. None of these uses is considered unique or distinctive based on the past and present land uses in the area. The boat brokerage business clearly qualifies as a marine related product and is considered widely complimentary to the boat maintenance and repair uses contemplated by the applicant. The pipe storage activities already occur within the site area and will simply be relocated to a space that does not infringe on the Propane gas distribution activities. The natural gas regulator station is physically linked to the existing natural gas infrastructure on the site and is therefore unable to be located in an alternative location.
- 2) The proposed conditional land uses pose no threat to public health, safety, or welfare as they involve non-intrusive activities that are common within a waterfront and/or industrial setting. The proposed natural gas regulator station is expected to aid with Unitil's operation of their existing high and low pressure transmission and distribution systems on the site and is considered an upgrade of to their existing facilities. Overall, the redevelopment of the former heavy industrial site can reasonably be considered as an improvement and beautification of an underutilized waterfront property.
- 3) The proposed conditional uses will not result in substantially different impact than what may be expected normally from permitted uses in the zone. In general, the Portland waterfront contains various marine related sales services as well as the storage of industrial and marine related materials. The onsite storage of pipe currently occurs and will be performed in a manner that remains nonintrusive and low key. The regulator station will also be positioned in a manner that will allow for proper screening and security from the passing public and nearby land uses.

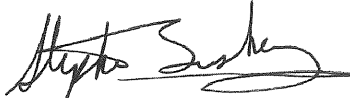
Mr. William Needelman, AICP
November 2, 2012
Page 3

On behalf of the Canal Landing New Yard Team, we look forward to your continued assistance on the project and we look forward to a December 2012 Public Hearing with the Planning Board. Please find one (1) hard copy of the Conditional Use application along with a diskette containing individual PDF files for all submitted plans. We trust that any remaining application fee balance can be determined and provided to this office so we may advise the applicant who will provide the application fee balance directly to your office.

If you have any questions regarding these materials please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E.
Senior Engineer

SRB/cmd

Attachments – As listed above

c: Phineas Sprague, Jr. – New Yard LLC
Bob Flight – New Yard LLC
Peter Plumb – Murray, Plumb, and Murray



Conditional Use Application Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Conditional Use Review. General information pertaining to the thresholds of review for site plans, public noticing procedures and the fee structure is contained in site plan applications and within the Developer's Packet.

(Please submit the Conditional Use Application in addition to an applicable site plan application.)

PROJECT NAME: Canal Landing

CHART/BLOCK/LOT: 59-A-5,6,9,10 / 59-A-2 / 59-A-1,3,4,7,8,11,12

RIGHT, TITLE OR INTEREST: (Please identify the status of the applicant's right, title, or interest in the subject property.)

See agreements in Site Plan Application.

(Please provide documentary evidence, attached to this application, of the applicant's right, title, or interest in the property. For Example – a deed, option or contract to purchase or least the subject property.)

VICINITY MAP: (Please attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use.) See Figure 1 in Site Plan Application

EXISTING USE: Describe the existing use of the subject property.

Existing gas distribution facility and vacant land

TYPE OF CONDITIONAL USE PROPOSED: Conditional uses include:

1) a boat brokerage yard includes small office building (marine products retail); 2) material storage (utility pipe storage related to gas co. operations - Low Impact Industrial Use); 3) utility substation for a natural gas regulator station.

SITE PLAN: Provide a site plan of the property, showing existing and proposed improvements, which meets the submission requirements of the applicable level of site plan review. See Site Plans

CONDITIONAL USE AUTHORIZED BY: SECTION 14- 320

Address any specific conditional use standards for the specific use contained in the zoning code in the written submission.

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Conditional Use</p> <p><input checked="" type="checkbox"/> Conditional Use \$100</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>Third party review is assessed separately.</p>	
<p>Site Plan Application</p> <p>Please submit a separate application for the applicable site plan review. Fees and charges are listed within the site plan application</p>	<p>Site Plan Application submitted and Fees Paid (office use) _____</p>

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.



The application for a conditional use review must contain the following items:

- a. Conditional Use Application form that is completed and signed.
- b. Cover letter stating the nature of the project.
- c. Evidence of right, title and interest.
- d. Written Submittals that address the conditional use standards of Section 14-474 and any applicable standards of review contained in the zoning code for the specific use.
- e. One set of the paper plans and maps based upon the boundary survey at a scale not less than one (1) inch to fifty (50) feet and containing the information required for the applicable level of site plan review. The plan requirements and submission requirements are listed in the Site Plan Ordinance (Section 14 -527) of the Land Use Code. Refer to the application checklist for a detailed list of submittal requirements.
- f. One set of the plans at 11X17.
- g. The conditional use application fee and all other applicable fees as determined on the site plan application.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521) and the Conditional Use Standards (Section 14-474). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

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

This application is for a Conditional Use review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 
---	--

The Portland Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

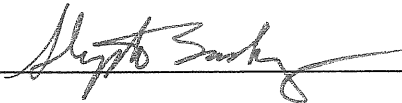
Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

Neighborhood Meeting Certification

I, Stephen R. Bushey, P.E., hereby certify that a neighborhood meeting was held on September 26, 2012 at Portland Yacht Services, 58 Fore Street, Portland, Maine in "Room with a View" Conference Room at 6:00 p.m.

I also certify that on September 14, 2012, invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change and the residents on the "interested parties" list.

Signed,



October 30, 2012 (date)

Attached to this certification are:

1. Copy of invitation sent
2. Sign-in sheet
3. Meeting minutes

C.2

**Canal Landing
Public Informational Meeting Minutes
At Room with a View
Portland Yacht Services
September 26, 2012**

Introduction: Phin Sprague, Portland Yacht Services
Other project Reps: Stephen Bushey, DeLuca-Hoffman Associates, Inc
Bob Flight, Portland Yacht Services
Randy Seaver, Barton Gingold
Jedd Steinglass, Credere Associates
Ryan Senatore, Architect

Attendees: See accompanying sign in list

Overview: Phin Sprague opened the meeting by providing introductions and an overview of the proposed project. The following bullets outline the general presentation and context of the dialogue with attendees.

- Project overview including explanation of site location, site, existing conditions etc.
- Slide show presentation of site background including photos of former gas works facility etc.
- Presentation of proposed Master Plan and Phase 1 plan for development. Explained zoning (Waterfront Port Development) and project compliance with the existing zoning standards and permitted uses.
- Master Plan includes continued operations of NGL Propane facility with continued access from Commercial Street opposite Beach Street. Boat Yard access will be from proposed driveway at east end of the site. Boat Yard operations will include multiple buildings for storage and maintenance of boats. Explained use of tension fabric style buildings similar to the large white roofed fabric building at Sprague Energy at far west end of Commercial Street. Other activities include one or more boat ramps, travel lift basin and shoreline stabilization. The project includes shorefront improvements to the existing pier remains, pilings and dolphins. A new docking system is proposed for boats coming to the site for repairs.
- Briefly discussed Unutil VRAP and site clean up activities. To a question from the public we discussed the general scope of the clean up including removal of tar scabs and actions to prevent the ongoing migration of DNAPL conditions along the shorefront into the Fore River. Explained that Unutil is cooperating with DEP under the VRAP program and working through site actions that will allow use of the property for the boat yard purposes.
- Discussed site access conditions including driveway locations along Commercial Street.

- Provided a 3-D computer simulation model of the site and reviewed 360 deg. view of the site from various vantages.
- Questions and comments from attendees involved the following:
 - What will lighting look like and will there be glare etc.
 - What are the hours of operation?
 - Noise concerns related to boat repairs such as sandblasting, metal work etc.
 - What will the height of the buildings be? Will there be visual impacts? The development team responded that all buildings are proposed to be compliant with the zoning height requirements which allow for a 45' high building, with no portion of the building being greater than 65 feet above MSL. The group discussed at length what these height parameters mean with respect to views from residences overlooking the site.
 - How will security be handled? The team explained that fencing will be provided around the site for security. Explained that the NGL site requires TWIC authorization for access as does the IMT. Work on Foreign vessels requires TWIC control.
 - Briefly discussed public access to the waterfront. The proposed boat ramps are not intended for public access.
 - Commercial Street aesthetics were discussed including building designs etc. Most attendees interested in having a well intentioned and designed street frontage. Commercial Street is considered a gateway to the waterfront.
 - Explained that boats may be displayed along Commercial Street and during the winter they may be shrink wrapped.
 - Residents mostly expressed concern about visual, noise, hours of operation and clean up of the property.

The meeting lasted approximately 90 minutes.

End of Meeting minutes

PORTLAND YACHT SERVICES
PUBLIC INFORMATION SESSION
26 SEPTEMBER 2012

NAME	EMAIL
Stephen Busby	Sbushey@delucahoffman.com
Ann Cook	acook@thompsonbowie.com
Ashley Salisbury	26BRACKETT@GMAIL.COM
Jim P	JP@NATIONSPHOTO.COM
CONSTANCE BLOOMFIELD	380 DANFORTH
Wm McFarlane	
BRINDA PEASE	90 salem" st. Portland.
Jason Curtis	jason@portlandyacht.com
THOMAS MERRIAM	24 Praecept St.
Betsey Dilworth	350 Danforth
Susie Perry	362 Danforth ST
David Penny	" " "
Mark McCain	cwalworth@gwi.net 49 summer
VICTORIA A. Dylewski	DylewskiVA@Gwi.net
WOODY HIGGINS	whiggins@toddremor.com

C.5



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
- LANDSCAPE PLANNING

September 14, 2012

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for the Canal Landing Marine Maintenance Facility project which is a redevelopment of a former industrial site into a boat and ship repair and maintenance facility, and related marine mixed-use activities located at 40 West Commercial Street in Portland, Maine.

Meeting Location: Portland Yacht Services, 58 Fore Street, Portland, Maine
"Room with a View" Conference Room

Meeting Date: Wednesday, September 26, 2012

Meeting Time: 6:00 PM

The City Code requires that property owners within 500 feet (except notices must be sent to property owners within 1,000 feet for industrial zoning map amendments and industrial subdivisions) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please feel free to contact me at 207-775-1121.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen R. Bushey, P.E.
Senior Engineer

SRB/smk

R:\3091\Admin\Permitting\Level III - Preliminary Site Plan Application\3091 Neighborhood Mig - Notice.doc

Note: Under Section 14-32(C) and 14-525 of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within three weeks of submitting a preliminary application or two weeks of submitting a final site plan application, if a preliminary plan was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street, Portland, ME 04101 or by email to: bab@portlandmaine.gov

SUBMISSIONS CHECKLIST

If a provision is not applicable, put "NA"

Section 1. Development description

- A. Narrative
 - Sec 1.1 1. Objectives and details
 - Sec 1.4 2. Existing facilities (with dates of construction)
- B. Topographic map
 - Sec C-1.2 1. Location of development boundaries
 - _____ 2. Quadrangle name
- C. Construction plan
 - Sheet C-1.2 1. Outline of construction sequence (major aspects)
 - _____ 2. Dates
- D. Drawings
 - 1. Development facilities
 - Sheet C-2.1 a. Location, function and ground area
 - N/A b. Length/cross-sections for roads
 - Sheet C-2.1 & 3.1 2. Site work (nature and extent)
 - Sheet C-1.2 3. Existing facilities (location, function ground area and floor area)
 - 4. Topography
 - Sheet C-3.1 & 1.2 a. Pre- and post-development (contours 2 ft or less)
 - Sheet C-1.2 b. Previous construction, facilities and lot lines

Sec 2.0 **Section 2. Title, right or interest** (copy of document)

Section 3. Financial capacity

- Sec 2.5 A. Estimated costs
- B. Financing
 - _____ 1. Letter of commitment to fund
 - _____ 2. Self-financing
 - _____ a. Annual report
 - _____ b. Bank statement
 - _____ 3. Other
 - _____ a. Cash equity commitment
 - _____ b. Financial plan
 - Sec 2.4 c. Letter
 - _____ 4. Affordable housing information

Section 4. Technical ability (description)

- Sec 2.1-2.3 A. Prior experience (statement)
- _____ B. Personnel (documents)

Section 5. Noise

- Sec 1.14 A. Developments producing a minor noise impact (statement)
 - N/A 1. Residential developments
 - N/A 2. Certain non-residential subdivisions
 - N/A 3. Schools and hospitals
 - Sec 1.14 4. Other developments
 - _____ a. Type, source and location of noise
 - _____ b. Uses, zoning and plans
 - _____ c. Protected locations
 - _____ d. Minor nature of impact

- _____ e. Demonstration
- N/A B. Developments producing a major noise impact (full noise study)
 - _____ 1. Baseline
 - _____ a. Uses, zoning and plans
 - _____ b. Protected locations
 - _____ c. Quiet area
 - _____ 2. Noise generated by the development
 - _____ a. Type, source and location of noise
 - _____ b. Sound levels
 - _____ c. Control measures
 - _____ d. Comparison with regulatory limits
 - _____ e. Comparison with local limits

_____ **Section 6. Visual quality and scenic character**(narrative, description, visual impact analysis)

Sec 4.1 **Section 7. Wildlife and fisheries** (narrative)

Sec 4.1 **Section 8. Historic sites** (narrative)

Sec 1.12 **Section 9. Unusual natural areas** (narrative)
& 4.1

Section 10. Buffers

- N/A A. Site plan and narrative

Section 11. Soils

- Sec 1.8 A. Soil survey map and report
 - Sec 1.8 1. Soil investigation narrative
 - Fig. 8 2. Soil survey map
- N/A B. Soil survey intensity level by development type
 - 1. Class A (High Intensity) Soil Survey
 - 2. Class B (High Intensity) Soil Survey
 - 3. Class C (Medium High-Intensity) Soil Survey
 - 4. Class D (Medium Intensity) Soil Survey
- C. Geotechnical Investigation
- _____ D. Hydric soils mapping

Section 12. Stormwater management

- SWM Report A. Narrative
 - SWM Report 1. Development location
 - SWM Report 2. Surface water on or abutting the site
 - SWM Report 3. Downstream ponds and lakes
 - SWM Report 4. General topography
 - SWM Report 5. Flooding
 - SWM Report 6. Alterations to natural drainage ways
 - SWM Report 7. Alterations to land cover
 - SWM Report 8. Modeling assumptions
 - SWM Report 9. Basic standard
 - SWM Report 10. Flooding standard
 - SWM Report 11. General standard
 - SWM Report 12. Parcel size
 - SWM Report 13. Developed area
 - SWM Report 14. Disturbed area
 - SWM Report 15. Impervious area
- B. Maps
 - Fig. 2 1. U.S.G.S. map with site boundaries
 - Fig. 2 2. S.C.S. soils map with site boundaries

- _____ b. Sand and gravel aquifer map
- _____ c. Subsurface investigation report with test pit or boring logs
- _____ d. Permeability analysis
- _____ e. Infiltration structure design
- _____ f. Pollutant generation and transport analysis
- _____ g. Monitoring and operations plan
 - _____ i. Locations of storage points of potential contaminants
 - _____ ii. Locations of observation wells and infiltration monitoring plan
 - _____ iii. Groundwater quality monitoring plan
- _____ 5. Drainage easement declarations.

Narrative in
SWM Report

- F. Stormwater quality treatment plan peak discharge calculations
 - 1. Basic stabilization plan
 - a. Ditches, swales, and other open channel stabilization
 - b. Culvert and storm-drain outfall stabilization
 - c. Earthen slope and embankment stabilization
 - d. Disturbed area stabilization
 - e. Gravel roads and drives stabilization

N/A

- 2. General Standard
 - a. Calculations for sizing BMP
 - b. Impervious area calculation
 - c. Developed area calculation
 - d. Summary spreadsheet of calculations
- 3. Phosphorus control plan
 - a. Calculations for the site's allowable phosphorus export
 - b. Calculations for determining the developed site's phosphorus export
 - c. Calculations for determining any phosphorus compensation fees
- 4. Offset Credits
 - a. Urban impaired stream
 - Offset credit calculation
 - b. Phosphorus credit determination
 - i. Location map
 - ii. Scaled plan
 - iii. Title and right
 - iv. Demolition plan
 - v. Vegetation plan
 - vi. Offset credit calculation
 - vii. Calculation for the new allowable export
- 5. Runoff treatment measures
 - a. structural measures
 - i. Design drawings and specifications
 - ii. Design calculations
 - iii. Maintenance plan
 - iv. TSS removal or phosphorus treatment factor determinations
 - v. Stabilization plan
 - b. Vegetated buffers
 - i. Soil survey
 - ii. Buffer plan
 - iii. Turnout and level spreader designs
 - iv. Deed restrictions
- 6. Control plan for thermal impacts to coldwater fisheries
- 7. Control plan for other pollutants
- 8. Engineering inspection of stormwater management facilities

Att. A in
SWM Report

- G. Maintenance of common facilities or property
 - 1. Components of the maintenance plan
 - A. Maintenance of facilities by owner or operator

- _____ 1. Site owner or operator (name legally responsible party)
- _____ 2. Contact person responsible for maintenance
- _____ 3. Transfer mechanism
- _____ 4. List of facilities to be maintained
- _____ 5. List of inspection and maintenance tasks for each facility
- _____ 6. Identifications of any deed covenants, easements, or restrictions
- _____ 7. Sample maintenance log
- _____ 8. Copies of any third-party maintenance contracts
- N/A B. Maintenance of facilities by homeowner's association
 - _____ 1. Incorporation documents for the association
 - _____ 2. Membership criteria
 - _____ 3. Association officer responsible for maintenance
 - _____ 4. Establishment of fee assessment for maintenance work
 - _____ 5. Establishment of lien system
 - _____ 6. Reference to department order(s) in association charter
 - _____ 7. Transfer mechanism from developer to association
 - _____ 8. List of facilities to be maintained
 - _____ 9. Identification of any deed covenants, easements, or restrictions
 - _____ 10. Renewal of covenants and leases
 - _____ 11. List of inspection and maintenance tasks for each facility
 - _____ 12. Sample maintenance log
 - _____ 13. Copies of any third-party maintenance contracts
- N/A C. Maintenance of facilities by municipality or municipal district
 - _____ 1. Identification of the municipal department or utility district
 - _____ 2. Contact person responsible for maintenance
 - _____ 3. Evidence of acceptance of maintenance responsibility
 - _____ 4. Transfer mechanism from developer
 - _____ 5. List of facilities to be maintained
 - _____ 6. List of inspection and maintenance tasks for each facility
 - _____ 7. Identifications of any deed covenants, easements, or restrictions
 - _____ 8. Sample maintenance log

- Att. A in 2. General inspection and maintenance requirements
- SWM Report a. Drainage easements
- _____ b. Ditches, culverts, and catch-basin systems
- _____ c. Roadways and parking surfaces
- _____ d. Stormwater detention and retention facilities
 - _____ 1. Embankment inspection and maintenance
 - _____ 2. Outlet inspection and clean-out
 - _____ 3. Spillway maintenance
 - _____ 4. Sediment removal and disposal
- _____ e. Stormwater infiltration facilities
 - _____ 1. Sediment protection plan
 - _____ 2. Infiltration rehabilitation plan
 - _____ 3. Sediment removal and disposal
 - _____ 4. Groundwater monitoring plan
- _____ f. Proprietary treatment devices
- _____ g. Buffers
- _____ h. Other practices and measures

Section 13. Urban Impaired Stream Submissions

- N/A 1. Off-site credits
- N/A 2. Compensation fees (Urban Impaired Stream/Phosphorus)
- N/A 3. Development impacts

Section 14. Basic Standards

- E&S Report A. Narrative
 - _____ 1. Soil types

- _____ 2. Existing erosion problems
- _____ 3. Critical areas
- _____ 4. Protected natural resources
- _____ 5. Erosion control measures
- _____ 6. Site stabilization
- _____ B. Implementation schedule
- _____ C. Erosion and sediment control plan
 - _____ 1. Pre-development and post-development contours
 - _____ 2. Plan scale and elements
 - _____ 3. Land cover types and boundaries
 - _____ 4. Existing erosion problems
 - _____ 5. Critical areas
 - _____ 6. Protected natural resources
 - _____ 7. Locations (general)
 - _____ 8. Locations of controls
 - _____ 9. Disturbed areas
 - _____ 10. Stabilized construction entrance
- _____ D. Details and specifications (for both temporary and permanent measures)
- _____ E. Design calculations
- _____ F. Stabilization plan
 - _____ 1. Temporary seeding
 - _____ 2. Permanent seeding
 - _____ 3. Sodding
 - _____ 4. Temporary mulching
 - _____ 5. Permanent mulching
- _____ G. Winter construction plan
 - _____ 1. Dormant seeding
 - _____ 2. Winter mulching
- _____ H. Third-party inspections
 - _____ 1. Inspector's name, address, and telephone number
 - _____ 2. Inspector's qualifications
 - _____ 3. Inspection schedule
 - _____ 4. Contractor contact
 - _____ 5. Reporting protocol

Section 15. Groundwater

- Sec. 1.8 A. Narrative
 - _____ 1. Location and maps
 - _____ 2. Quantity
 - _____ 3. Sources
 - _____ 4. Measures to prevent degradation
- _____ B. Groundwater protection plan
- _____ C. Monitoring plan
 - _____ 1. Monitoring points
 - _____ 2. Monitoring frequency
 - _____ 3. Background conditions
 - _____ 4. Monitoring parameters
 - _____ 5. Personnel qualifications
 - _____ 6. Proof of training
 - _____ 7. Equipment and methods
 - _____ 8. Quality assurance/quality control
 - _____ 9. Reporting requirements
 - _____ 10. Remedial action plan
- _____ D. Monitoring well installation report
 - _____ 1. Well location map
 - _____ 2. Elevation data
 - _____ 3. Well installation data

- _____ 4. Well construction details
- _____ 5. Borehole logs
- _____ 6. Summary of depth measurements
- _____ 7. Characteristics of subsurface strata
- _____ 8. Well installation contract
- _____ 9. Schematic cross-sections
- _____ 10. Monitoring point summary table
- _____ 11. Protective casing
- _____ 12. On-site well identification

Section 16. Water supply

- Sec. 1.6 A. Water supply method
 - _____ 1. Individual wells (evidence of sufficient/healthful supply)
 - _____ a. Support of findings by well drillers
 - _____ b. Support of findings by geologist
 - _____ 2. Common well(s) (reports)
 - _____ a. Hydrogeology report
 - _____ b. Engineering report
 - _____ c. Well installation report
 - _____ d. Long-term safe yield and zone of influence determination
 - _____ e. Public water supply
 - _____ i. Proposed well or wells
 - _____ ii. Existing well or wells
 - _____ iii. Water quality analysis
 - _____ 3. Well construction in shallow-to-bedrock areas
 - _____ 4. Additional information
 - _____ 5. Off-site utility company or public agency
 - _____ 6. Other sources
- _____ B. Subsurface wastewater disposal systems (locations of systems and wells)
- _____ C. Total usage (statement re: total anticipated water usage)

Section 17. Wastewater disposal

- Sec. 1.6 A. On-site subsurface wastewater disposal systems (investigation results)
 - _____ 1. Site plan
 - _____ 2. Soil conditions summary table
 - _____ 3. Logs of subsurface explorations
 - _____ 4. Additional test pits, borings or probes
 - _____ a. Soil conditions A
 - _____ b. Soils with Profiles 8 and 9 parent material
 - _____ c. Soil conditions D
 - _____ d. Disposal field length 60 feet or greater
 - _____ 5. 3-bedroom design
 - _____ 6. Larger disposal systems
 - _____ a. System design details
 - _____ b. Plan view
 - _____ c. Cross sections
 - _____ d. Test pit data
 - _____ e. Mounding analysis
- _____ B. Nitrate-nitrogen impact assessment
 - _____ 1. When required
 - _____ a. Exempted_____
 - _____ i. Conventional systems meeting certain setbacks
 - _____ ii. Denitrification systems
 - _____ b. Special conditions and other exemptions
 - _____ 2. Assumptions
 - _____ a. Initial concentration

- _____ b. Background concentration
- _____ c. Contribution from development
- _____ d. Mixing and dilution
- _____ e. Severe-drought scenario
- _____ f. Wastewater flow to subsurface wastewater disposal fields
- _____ 3. Assessment report minimum requirements
 - _____ a. Narrative and calculations
 - _____ b. Site plan
 - _____ i. Well locations
 - _____ ii. 10 mg/l and 8 mg/l isocons
 - _____ iii. Groundwater contours and groundwater flow divides
 - _____ c. References
- _____ 4. Denitrification systems
 - _____ a. Design plans and specifications
 - _____ b. Installation information
 - _____ c. Monitoring plan
 - _____ d. Maintenance
 - _____ e. Backup system
- _____ D. Municipal facility or utility company letter
- _____ E. Storage or treatment lagoons

Sec. 1.17 Section 18. Solid waste (list: type, quantity, method of collection and location)

- _____ A. Commercial solid waste facility (final disposal location)
- _____ B. Off-site disposal of construction/demolition debris (final disposal location)
- _____ C. On-site disposal of woodwaste/land clearing debris
 - _____ 1. Applicability of rules (evidence re: applicability of rules)
 - _____ 2. Burning of wood wastes
 - _____ a. Delineation on site plan
 - _____ b. Plans for handling unburned woodwaste and woodash
 - _____ c. Evidence of capacity to accept waste (approved facility)
 - _____ d. Usage of materials
 - _____ e. Data on mixing ratios and application rates
- _____ D. Special or Hazardous Waste

Section 19. Flooding

- Sec. 1.20** A. Explanation of flooding impact
- _____ B. Site plan showing 100-year flood elevation
- _____ C. Hydrology analysis
- _____ D. FEMA flood zone map with site boundaries

Section 20. Blasting

- Sec. 1.20** A. Site Plan or map
- _____ B. Report
 - _____ 1. Assessment
 - _____ 2. Blasting plan

Section 21. Air emissions (narrative and summary)

- Sec. 1.21** A. Point and non-point sources identified
- _____ B. Emission components (point sources)

Section 22. Odors

- Sec. 1.22** A. Identification of nature/source
- _____ B. Estimate of areas affected
- _____ C. Methods of control)

Sec. 1.22 Section 23. Water vapor (narrative)

D.9

Sec. 1.22 **Section 24. Sunlight** (statement and drawing, if required)

Section 25. Notices

- _____ A. Evidence that notice sent
- _____ B. List of abutters for purposes of notice

Supplemental requirements for Wind Energy Developments only: Not Applicable

Section 26. Shadow flicker

- _____ A. A copy of the Windpro Anaylsis and associated narrative

Section 27. Public Safety

- _____ A. Design safety certifications or other documents attesting to the safety of the wind turbine equipment.
- _____ B. Evidence pertaining to overspeed controls
- _____ C. Site plan documenting safety setbacks zones for each wind turbine
- _____ B. Other documents as necessary to demonstrate safety considerations

Section 28. Tangible Benefits

- _____ A. Narrative demonstration of tangible benefits

Section 29. Decommissioning

- _____ A. Description of implementation trigger for decommissioning
- _____ B. Description of extent of decommissioning
- _____ C. Itemization of total cost to complete decommissioning
- _____ D. Demonstration of financial assurance for completeness of decommissioning plan

Section 30. Generating Facility-visual Quality and Scenic Character

- _____ A. (narrative, description, visual impact analysis)

TABLE OF CONTENTS

SECTION	PAGE
1. DEVELOPMENT DESCRIPTION.....	1-1
1.1 PROJECT OVERVIEW.....	1-1
1.2 SITE OWNERSHIP AND LOCATION	1-1
1.3 PROJECT PURPOSE AND NEED	1-2
1.4 EXISTING CONDITIONS.....	1-2
1.5 ACCESS CONDITIONS.....	1-4
1.6 SITE UTILITIES.....	1-4
1.7 TOPOGRAPHY AND DRAINAGE	1-5
1.8 SOILS CONDITIONS.....	1-6
1.9 PROPOSED DEVELOPMENT.....	1-6
1.10 LAND ORDINANCE REVIEW.....	1-8
1.11 BRIGHTWORK MANUAL OVERVIEW	1-11
1.12 TRAFFIC	1-12
1.13 NATURAL FEATURES.....	1-12
1.14 NOISE/VIBRATION	1-13
1.15 LIGHTING	1-14
1.16 LANDSCAPING.....	1-15
1.17 SOLID WASTE	1-16
1.18 STORMWATER MANAGEMENT	1-16
1.19 EROSION AND SEDIMENT CONTROL.....	1-16
1.20 FLOODING.....	1-16
1.21 BLASTING.....	1-16
1.22 AIR EMISSIONS/ODORS/VAPORS	1-16
1.23 SUNLIGHT	1-17
1.24 APPROVAL REQUIREMENTS.....	1-17
1.25 ATTACHMENTS.....	1-18
2. TECHNICAL AND FINANCIAL CAPACITY	2-1
2.1 TITLE, RIGHT AND INTEREST.....	2-1
2.2 TECHNICAL CAPACITY.....	2-1
2.3 CONSULTANT TEAM	2-1
2.4 EXPERIENCE OF PROJECT TEAM	2-2
2.5 FINANCIAL CAPACITY	2-2
2.6 CONSTRUCTION COST ESTIMATE	2-3
2.7 ATTACHMENTS.....	2-3

3.	CONFORMITY WITH APPLICABLE DESIGN STANDARDS	3-1
3.1	OVERVIEW	3-1
4.	CONTACT WITH STATE AND LOCAL AGENCIES	4-1
4.1	OVERVIEW	4-1
4.2	ATTACHMENTS.....	4-1

LIST OF ATTACHMENTS

- Section 1: Attachment A – Existing Site Photographs
Attachment B – Figures 1-11
Attachment C – Building Elevations/Floor Plans and Tension Fabric Building Details/Model Simulations
Attachment D – Ability to Serve Letters to Portland Water District and the City of Portland Public Services
Attachment E – Gorrill-Palmer Consulting Engineers Preliminary Analysis of Traffic Conditions
Attachment F – AutoTURN® Analysis Figure
Attachment G – Lighting Catalog Cuts
Attachment H – ENPRO Services, Inc. Letter Indicating Solid Waste Disposal
Attachment I – Stormwater Management Report
Attachment J – Erosion & Sedimentation Control Report
- Section 2: Attachment A – Purchase and Sale Agreement with Portland Terminal Co.
Attachment B – Lease Option Agreement with Northern Utilities, Inc.
Attachment C – Letter from Norway Savings Bank
- Section 4: Attachment A – Correspondence with State and Local Agencies

LIST OF PLANS

SHEET #	TITLE
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES AND LEGEND
C-1.2	ALTA/ACSM LAND TITLE SURVEY
C-1.3	OVERALL EXISTING CONDITIONS PLAN
C-1.4	DEMOLITION AND REMOVALS PLAN
C-2.0	CONCEPTUAL MASTER PLAN
C-2.1	SITE DEVELOPMENT PLAN – PHASE 1
C-3.1	GRADING AND DRAINAGE PLAN – PHASE 1
C-4.1	UTILITY PLAN – PHASE 1
C-6.1	EROSION AND SEDIMENT CONTROL PLAN-PHASE I
C-6.2	EROSION CONTROL DETAILS 1 OF 2
C-6.3	EROSION CONTROL DETAILS 2 OF 2
C-6.4	EROSION CONTROL NARRATIVE
C-7.0	LIGHTING PLAN – PHASE 1
C-8.0	SITE DETAILS 1 OF 2
C-8.1	SITE DETAILS 2 OF 2

SHEET #	TITLE
C-8.2	WATER SYSTEM DETAILS
C-8.3	UTILITY DETAILS
C-8.4	STORMWATER DETAILS
C-8.5	SHOREFRONT ELEMENT DETAILS
C-9.0	STORMWATER MANAGEMENT STRATEGY PLAN
C-10.0	ADJACENT NEIGHBORHOOD CROSS SECTION
L-1.0	LANDSCAPE PLAN – PHASE 1

*Not included in this plan set.

1. DEVELOPMENT DESCRIPTION

1.1 PROJECT OVERVIEW

New Yard, LLC proposes to construct, own, and operate a new boat maintenance and repair yard within approximately 22 acres of land located prominently along the West Commercial Street waterfront. The project represents an ideal reuse of a former highly industrialized property that over the years has fallen into non-use except for some ongoing LP and Natural Gas storage and distribution facilities. The property maintained a prominent role in the City's Waterfront District for well over a century and a half as the Portland Gas Light Company and Maine Central Railroad operated active business interests up until at least the 1970's. In more recent times, the site has been undeveloped except for the ongoing LP/Natural Gas operations.

The proposed project includes multiple buildings to be constructed over two or more phases along with new shorefront uses including one or more boat ramps, docks, new or reconstructed piers and a travel lift basin. The applicant's plans include up to three buildings constructed to support the boat maintenance and repair operations. Additional future buildings are also contemplated to support marine related operations including retail/warehouse space, yacht brokerage/sales, marine product processing, and the potential of large vessel berthing. The current Site Plan approval request is **only** for Phase 1 activities which are listed in Section 1.9.1 of this section.

The project includes site development activities involving earthwork, grading, shorefront stabilization, pier rehabilitation, boat ramps, building construction, utilities, and overall site stabilization. This work will be completed cooperatively with the landowners, and in accordance with site remedial activities to be accomplished by existing landowners under the State's Voluntary Response Action Program (VRAP), as evidenced by a No Action Assurance letter from MeDEP.

The following sections provide greater detail regarding the site's existing conditions and the proposed development program.

1.2 SITE OWNERSHIP AND LOCATION

According to the ALTA/ACSM Survey completed by Owen Haskell, Inc. in May 2012, the development site contains multiple parcels as identified in the City of Portland Tax Assessor's maps. These parcels are more fully described as follows:

TABLE 1 – Land Ownership		
Chart-Block-Lot	Owner	Description
59-A-1, 3, 4, 7, 8, 11, 12	Portland Terminal Co. CCRD Book 7026; Page 187	A proposed irregularly shaped collection of parcels that will amount to approximately 9.8 acres of land to be purchased and an additional 4.0 acres of land currently under option for purchase.
59-A-2, 5, 6, 9, 10	Northern Utilities, Inc. CCRD Book 1507; Page 126	Consists of two parcels totaling 8.13 acres to be leased. The inland piece contains the NGL-NE propane facility and the shoreline parcel is generally undeveloped.

Figures 1-11 at the end of this section depict the project location on various available resource maps. As shown, the site location is on West Commercial Street just west of the Casco Bay Bridge and between Commercial Street and the waterfront. The combined parcels have approximately 1,593 LF of frontage along Commercial Street. The average lot depth to the waterfront is approximately 550-600 ft. The development site is identified on the U.S.G.S Portland West 7.5 Minute Quadrangle Map.

1.3 PROJECT PURPOSE AND NEED

The proposed project is considered a unique opportunity to transform an underutilized, yet prominent property, into water dependent maritime use as significantly contemplated within the City's zoning and comprehensive plans. The project's community benefits include:

- Enhanced commercial/marine related opportunity and rehabilitation of a deteriorated, older industrial property.
- Rehabilitated waterfront including new/renovated pier(s), boat ramp(s) and shoreline stabilization.
- Various remedial activities related to recognized environmental conditions on the properties will be performed, thus addressing several long-standing environmental issues.
- Revitalization of an important waterfront property that has excellent access to deep water, various utilities, City services, and related shorefront amenities.
- Furtherance of the purposes of the Waterfront Port Development zone as articulated in the Land Use Ordinance to "*ensure the continued viability of the Port of Portland*" by limiting use to "*those uses which are dependent upon deep water and which contribute to port activity*".
- Creation of new buildings and site use consistent with waterfront activities in a gateway location along the busy West Commercial Street corridor. The cleanup of dilapidated piers and remnant industrial infrastructure associated with the former Portland Gas Works is especially worthwhile.

1.4 EXISTING CONDITIONS

The site consists of approximately 22.5 acres of land that is composed of four primary areas described as follows:

1. **Inland Parcel (Map 59A, Lot 2)**: Consists of a triangular shaped 3.96-acre area owned by Northern Utilities, Inc. (dba Unitil) and occupied by both Unitil and NGL-NE. This area is centrally located within the development site and is accessed from a single entrance off Commercial Street, opposite the Beach Street intersection. This area will continue to function as an LP gas distribution facility into the future under a long-term lease agreement. This area is also a Transportation Worker Identification Credential (TWIC) secured area that is, and will remain, fenced around its perimeter.

2. **Portland Terminal Parcel (Map 59A, Lots 1, 2, 4, 7, 8, 11 and 12)**: This area is irregularly shaped and contains frontage along Commercial Street along with the site's westerly frontage. The site area is approximately 9.8 acres. Active rail tracks occupy the westerly side and those tracks are basically used for deliveries to the Unitil terminal. Remnant tracks remain east of the Unitil driveway, although they are not in use and will be removed as part of the project. Most of the Portland Terminal site is currently undeveloped land. It is noted that the northwest area of this parcel was also the headwater of the original Cumberland and Oxford Canal, generally opposite the end of what is now Clark Street. It is for this reason the project's name has been crafted as Canal Landing New Yard.
3. **The Shoreline Parcel (Map 59A, Lots 5, 6, 9 and 10)**: This 4.17-acre area is owned by Northern Utilities, Inc. The parcel is irregularly shaped and contains approximately 1,075 LF of waterfront. The property is generally unoccupied although there is an existing gangway that provides access to a remnant pier line and dilapidated pilings are located throughout the frontage.
4. **The Option Parcel (Map 59A, portion of Lot 3)**: This area consists of approximately 4 acres of Portland Terminal Land to the far west side of the land under consideration. This land includes the active tracks closer to Commercial Street as well as dilapidated pier remains along the shorefront. This area also contains a remnant concrete foundation floor slab that previously served as the foundation for a clay storage silo for the paper mills.

In general, the NGL-NE site is operated under a long-term lease and is unaffected by the proposed boat yard operations. The gas site contains four structures and ancillary infrastructure related to the ongoing LP Gas distribution and storage operations. Within the fenced operations area there are five existing LP Gas storage tanks ranging in size from 30,000 gallons to 60,000 gallons. These tanks are anticipated to remain in the future.

Although much of the shorefront is currently undeveloped, it continues to contain several important features. Namely, there is an existing 8" transmission line extending from the inland site across the shoreline site and under the Fore River to the City of South Portland. The proposed development activities will be designed to maintain adequate horizontal and vertical clearances from this active line. Unitil is currently contemplating relocation of this gas main to better avoid future boatyard activities. In addition there is an active Combined Sewer Overflow (CSO) line extending from the Commercial Street frontage to the shoreline, generally along the easterly side of the site.

As previously noted, the Portland Gas Light Company was the primary site occupant for a period from around 1850 to the 1970's. Historical photographs depicting the breadth of earlier development, as well as existing conditions on the site, are contained in the attachments following this section.

Existing development in the area includes the following:

- The City of Portland Marine Terminal is located to the east of the site.
- Commercial activity including Nova Seafood and Graybar Electric operate out of buildings on the north side of Commercial Street.
- At the far west end of the site the Portland Star Match Co. building lines up opposite the site.

- The Pan Am Railway operates rail tracks into the propane storage yard. These rail tracks are expected to continue in operation into the future.
- The Maine Department of Transportation has a maintenance building at the far easterly side of the site.

1.5 ACCESS CONDITIONS

The site currently has two principal access points, both of which are gate controlled. At the far easterly side the Maine Department of Transportation (MDOT) maintains a locked gate which controls access to their maintenance building. As stated earlier, the NGL-NE site is accessed from a driveway located opposite Beach Street on Commercial Street. For much of the property frontage there is ongoing use by area businesses, particularly fisherman and other related marine activity for parking vehicles, equipment, etc. Much, if not all, of this activity is unauthorized, even though quite common. These uncontrolled conditions will cease if the proposed project moves forward.

Future site access will consist of the following:

- A new entrance is proposed at the far east end of the property, with this access point providing access for both the MDOT's maintenance building as well as a primary entrance into the site.
- The existing NGL-NE entrance will remain and it will be primarily used for continued gate-controlled access into the propane facility. It is noted that during initial discussions with City Staff, we understand the City of Portland is currently evaluating the installation of a traffic signal at the Beach Street/Commercial Street intersection. The proposed traffic signal is expected to address traffic capacity issues related to turning traffic seeking access to the Casco Bay Bridge. Decisions regarding the use of this driveway for development access will be evaluated as more details regarding the City's traffic signal proposal are obtained.
- A future driveway is proposed to the development site's west side. This future driveway will allow access to future marine related activities within that area of the site. This driveway is not part of the Phase I approval request, hence future review and approval by the City for its placement will be required.
- Another driveway to be located midway between the gas company driveway and the proposed easterly driveway is also under consideration, subject to the proposed traffic signal installation at Beach Street. This driveway is not contemplated as part of Phase 1 activities and it too will require future review and approval by the City if/when it may be proposed.

1.6 SITE UTILITIES

The site contains numerous active and non-active utility lines. The primary utilities are identified as follows:

- The Portland Water District maintains a 42" sanitary sewer interceptor sewer along the site's entire Commercial Street frontage. Most of this sewer is located within the site within a utility easement. This District/City also maintains a 24" CSO line that discharges out to the Fore River. This line is located generally opposite Clark Street. There are no sanitary sewer service lines serving the site to the best of our understanding. A single restroom in

one of the gas buildings discharges into an onsite septic tank, which we assume is routinely pumped out. The proposed buildings sanitary sewer will connect to the existing 42" sewer interceptor.

- The Portland Water District maintains a 12" water main in Commercial Street, off of which it is understood that an 8" water main enters the site to supply domestic service and at least one fire hydrant. The applicant intends to continue the use of the 8" main and to install a fire line supply water to allow for both fire and domestic water supply service into the site.
- Unutil maintains multiple natural gas lines including distribution lines to Commercial Street and an 8" gas line that extends underground and below the Fore River to South Portland. It is the applicant's intent to use natural gas to heat the proposed tension fabric building, portable office trailer and the brokerage building.
- Power to the site is supplied by Central Maine Power. An overhead service line feeds an onsite transformer which feeds power to the LP gas operations. CMP also maintains a 115 KV underground transmission cable along most of the site's Commercial Street frontage. The 115 KV line follows the site's easterly border before extending below the Fore River to South Portland. It is the applicant's intent to extend a new underground primary power service from an existing pole on the southerly side of Commercial Street into the site to a pad-mounted transformer. New underground secondary service runs will extend to various locations on the property including the boat ramps and travel lift basin area.

Letters have been sent to the following companies requesting ability to serve for the project:

- Portland Water District (water supply)
- City of Portland Public Services (sanitary sewer)

Copies of these letters are included as Attachment D. These letters provide anticipated consumption and anticipated flow data for the site.

Plan C-4.1 shows the proposed utilities for Phase 1.

1.7 TOPOGRAPHY AND DRAINAGE

Owen Haskell, Inc. has completed a topographic survey of the property. The site is relatively flat with the highest points along the Commercial Street frontage, sloping to the middle of the site. Site elevations along Commercial Street trend down from west to east from elevation 18' (NGVD 1929) to elevation 15'. The site's low areas are near elevation 9'-10' while most of the waterfront top of bank is near elevation 12'. The High Annual Tide Line (HAT) for the Fore River is elevation 7.4' and mean low water is approximately elevation -4.0'. Owen Haskell, Inc. has also completed bathymetric survey data collection and found water depths within 50' of the low water line to be 10' to 30'. The Federal Channel is also represented on the project drawings and it is generally located 60' to 120' off the shorefront. No activities are proposed beyond the Federal Channel line.

Generally speaking, the site's runoff drains directly to the Fore River via overland flow. There are no drainage systems on site, although there is a closed storm drainage system within Commercial Street. The Commercial Street drainage system ultimately ties into the 42" interceptor sewer.

Due to the site's historic industrial condition much of the surface consists of sand and gravel fill, asphalt or otherwise sparsely vegetated ground surface. Future ground activities include improved surfaces to support boatyard activities, however it is contemplated that much of the yard area will be improved, yet still maintain largely pervious conditions, thereby aiding stormwater control and treatment.

1.8 SOILS CONDITIONS

The site has undergone extensive review related to the environmental conditions associated with the previous site uses. As part of previous soil investigation at the site, over 250 subsurface explorations including 120 soil borings, 25 test pits, and 107 core penetrometer tests have been completed¹. The site's soil layers are generally characterized as follows:

- 10 to 15 feet of sand and gravel fill – there is little to no organic surface layer throughout the site.
- 5 to 10 feet of silt and sand.
- 10 to 40 feet of gray clay identified as the Presumpscot formation.
- 30 to 40 feet of dense silty marine sands.
- An undetermined thickness of dense silty sand and gravel identified as glacial till overlaying bedrock.

Observed soils conditions at the ground surface include fill material containing coal, coal ash, clinker, brick, degraded asphalt, and hardened tar comingled with scarified sand and gravel. Eroded soils conditions have been observed along the shoreline in and behind the existing granite revetment wall and remnant pier areas. The project's Phase I site development activities include restoration and rehabilitation of these areas.

According to various investigation data, depth to groundwater varies from 3 to 7 feet and this likely varies with tidal conditions in the Fore River. Generally speaking, the groundwater flows from the northwest to the southeast across the site. All aspects related to groundwater monitoring and study will be covered under VRAP activities by Unifit.

1.9 PROPOSED DEVELOPMENT

The applicant proposes to redevelop the property in a manner consistent with the WPDZ Standards as well as VRAP requirements. The development program includes the following components:

1.9.1 ONSITE

The development involves a cooperative effort between the existing property owners and the applicant to complete remedial actions on the site to address recognized environmental conditions. These actions may include excavation and removal, capping or other remedies.

¹ See Draft Phase 1 Environmental Site Assessment Report by Credere Associates in Section 3.6.

In addition to the remedial activities, the development program includes phased development of boat maintenance facilities and future ancillary marine related uses. Phase 1 and future Master Plan development activities are summarized as follows:

Phase I – Will Include (For Which Approval Is Requested):

- Site clearing, stabilization and general clean-up.
- Construction of a 19,200 SF tension fabric or individual metal building for storage and boat maintenance operations. (See building images in Attachment C).
- Construction of two concrete boat ramps along shorefront. One at the east end of the site and the second towards the west.
- Establishment of yard areas and surfaces for heavy equipment travel lift trucks, and boat storage repair. (Repair and maintenance often takes place outside, particularly if the vessel is large and does not fit into a building. Boats that are out of the water for the winter season all need to have work done on them to prepare them for re-launching.)
- Installation of utilities for initial building use as well as future phase activities.
- Rehabilitation of former pier pilings for use as part of a new dock system along the waterfront. Custom Floating docks are proposed to tie into the existing system of pilings and dolphins located along the waterfront.
- A 20' x 36' wood framed single story structure is proposed as an office space for a yacht brokerage operation. The building and display of vessels are proposed along the Commercial Street frontage. In accordance with Section 14-320(1)(a) the yacht brokerage is considered a permitted conditional use.
- Landscape work including some protection and preservation of existing vegetation as well as new plantings to offset trees to be cleared within the Shoreland Zone.
- The location of a 1,500 ton dry dock.
- A travel lift basin to be constructed of sheet piling within the westerly shoreline. The travel lift basin will allow larger vessels to be removed from the water for repairs and maintenance.

Future Development – May Include (Require Future Approvals):

- Construction of a 11,200 SF tension fabric building for boat repair operations including painting and fiberglass work.
- Construction of a 21,000 SF metal framed structure that will include more boat repair space, operations areas and administrative support area. The intent is to have building linkage between the Phase 1 tension fabric building and the Future Phase operations building, thus allowing ease of access for employees, etc. and improving efficiency and work planning. These Future Phase structures also reflect the relocation of these business functions from their current location at 58 Fore Street.
- Continued expansion of the yard area and surface for boat storage and repair.
- Construction of ancillary systems including boat wash areas with water recycling systems, peripheral stormwater systems, landscaping and overall site stabilization
- The applicant is considering many unique design measures, including, but not limited to:
 - Roof water collection and recycling
 - Photovoltaic energy production

- Boat wash collection and recycling systems
- Marine retail and warehouse space within up to 30,000 SF in one or two buildings located in the easterly Commercial Street frontage. The current Master Plan depicts two structures located each side of the existing 24" CSO sewer line.
- Construction of a parking area containing 80-90 parking spaces along the Commercial Street frontage just east of the existing NGL-NE entrance off Commercial Street.
- Marine related uses, including, but not limited to, seafood processing and storage within one or more structures to be located on the site's far westerly side.
- Large vessel berthing alongside and within the rehabilitated pier area on the westerly end.

It is the applicant's intent to show these future activities on the project Master Plan; however, Site Plan and Conditional Use approvals are only being sought for the Phase 1 activities. It is understood that additional approvals will be required for those future phase activities. To better visualize the development activities with respect to various viewsheds, TFH Architects has prepared a computer simulation model of the site. A few select images accompany this submission in Attachment D. A full simulation presentation will be provided at the Public Hearing meeting.

1.9.2 OFFSITE

Site access is proposed via Commercial Street as well as from the Fore River. The Phase 1 primary site entrance is proposed at the site's far easterly frontage. This entrance will be shared with the MDOT for their occasional access to a maintenance building.

The Development Team understands that the City of Portland is currently considering the installation of a traffic signal at the intersection of Beach Street and Commercial Street. If installed, this signal will also benefit the existing NGL-NE driveway, which is to continue in use into the future. This gated driveway is not open to the public. Boat yard use of the existing NGL-NE driveway is currently undetermined, as it is necessary for the applicant's traffic consultants (Gorrill-Palmer Consulting Engineers) to review and coordinate with City representatives regarding the specifics of the proposed traffic signal installation.

Future site access is also contemplated from a driveway to be placed at the far westerly Commercial Street frontage, generally opposite the Star Light Match Co. building complex. Again, placement of this driveway requires coordination with the City's plans for the Beach Street signal. Finally, the applicant is interested in an entrance off Commercial Street, slightly east of the Beach Street intersection. This entrance would be primarily used for the future marine retail/warehouse in a manner to provide separation of these patrons from the operations of the boat yard, and off hour security. Approval of the driveway is subject to future activity site plan review and approval.

1.10 LAND ORDINANCE REVIEW

1.10.1 OVERVIEW

The property currently lies within the City of Portland Waterfront Port Development Zone (WPDZ). Within the WPDZ district the following uses are permitted or conditioned:

Permitted Uses

- Marine repair services and machine shops
- Tug boat, fire boat, pilot boat and similar services
- Boat repair yard

Conditional Uses

- Marine products, wholesaling and retailing
- Boat storage facilities excluding rack storage
- Seafood processing
- Seafood packing and packaging
- Off-street parking lots, excluding parking structures

The following dimensional requirements apply in the WPDZ District:

Dimensional Standard	Requirement
Minimum Lot Size	None
Minimum Frontage	None
Front Yard Setback	None
Side Yard Setback	None
Rear Yard Setback	None
Setback from Pier Line	5 feet for structures
Maximum Lot Coverage	100%
Maximum Building Height	45 feet/65 feet above mean sea level

With regard to building height compliance, the proposed finished floor elevation of the Phase I building is 12.00. While the specific building vendor has not been selected yet, it is understood that the total height of the tension fabric building including the freight box supports will be approximately 51' which brings the total height above sea level to elevation 64 – thus meeting the criteria of 65 feet max above mean sea level. According to methods defined by City of Portland Code Enforcement Staff, the 'height' of such a structure cannot exceed 45' and is measured from finish floor elevation (12.00) to the midpoint on the arch of the tension fabric building.

In accordance with Section 14-318.5 (no adverse impact on marine uses) the following statements support the project intentions:

- *Criteria 1 – The proposed nonwater-dependent use will not displace an existing water-dependent use.*

Supporting Evidence: In fact the proposed project is a water dependent use and it is not displacing any existing water related use.

- *Criteria 2 – The proposed use will not reduce existing commercial vessel berthing spaces.*

Supporting Evidence: In fact the project includes measures to improve and increase commercial vessel berthing space as the project activities contemplate pier rehabilitation and the installation of berthing spaces for vessels including tug boats or similar sized vessels.

- *Criteria 3 – The proposed nonwater-dependent use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing or other access to the water by water-dependent uses.*

Supporting Evidence: The proposed uses are water-dependent and do not interfere with any existing water dependent uses or activities on the site.

- *Criteria 4 – The siting of a proposed nonwater-dependent use will substantially reduce or inhibit existing public access to marine or tidal waters.*

Supporting Evidence: The project is not nonwater-dependent and it will not reduce or inhibit existing public access to marine or tidal waters. It is expected that waterfront access will be improved as a result of the installation of a proposed boat ramp(s) and floating dock facilities.

Performance Standard Compliance

The applicant will comply with all items listed and described in the performance standards for the WPDZ in the development of the proposed Phase 1 project as well as through the day to day operational activity at the site once construction of Phase 1 is complete.

The off street parking and loading requirements will not be applicable to this project until future phases of the project are developed. Generally speaking, the project involves employee parking which will vary within the yard area to allow flexibility for boat storage.

See Section 1.13 of the report for information on noise and vibration generated by the regular operations of the site. See Section 1.15 and 1.16 of this report for a discussion on proposed lighting and landscaping for Phase 1 of the project. Section 1.17 provides an overview of solid waste for the project and Shoreland zoning is discussed below.

1.10.2 SHORELAND ZONING

The site is located within the 250' Shoreland Zone that extends from the High Annual Tide Line. The City of Portland adopted Shoreland Zoning provisions on August 15, 2011 which have later been amended by the MeDEP under Department Order #56-2011 which states as its primary condition:

1. *Chapter 14, Article III, §14-449(c)(2), shall be amended in its entirety to read as follows:*

“The clearing or removal of vegetation standards of this section shall not apply to the following zones: EWP, WCZ, WPD, WSU, B-3, B-5 (see below), B-5b, B-6, B-7, I-L (south and east of I-295) and I-M zones (south and east of I-295), except that the following standards do apply to these zones:

- a. *Within a strip extending 75 feet inland from the normal high-water line, there shall be no cleared opening or openings, except for approved construction, and a well-distributed stand of vegetation shall be retained.*
- b. *Selective cutting of no more than 40% of the trees 4.5 inches or more in diameter, measured at 4 ½ feet above ground level, is allowed in any 10-year period, as long as well-distributed stand of trees and other natural vegetation remains.*

Additionally, the clearing of vegetation standards of §14-449(c) apply to the portion of the B-5 Zone that includes the following parcels of land (map/lot): 200/E001, 201/A001, 200/D008."

The applicant has reviewed these requirements with Department officials along with contemplated actions necessary under the VRAP requirements as well as other related site activities. The applicant requested the MeDEP's consideration that the terms of the Shoreland Zoning Act allow for construction of a structure ("*Anything built for support...of goods or property of any kind.*") within the Shoreland Zone and that this approved construction supersedes the tree clearing restriction.

Based on this review and correspondence with MeDEP regarding this matter, the applicant has been granted approval to clear all trees 4.5 inches or in diameter within the Shoreland Zone, so long as the development of the site includes the planting of a number of trees equivalent to 60% of the trees removed with the Shoreland Zone that are not within debris/wood/waste piles (that would have to be removed during clean up of the site for the proposed use).

The following conclusions and associated computations for the proposed revegetation/tree replacement plan are provided:

- Number of trees within the 75' Shoreland Setback = **25**
- Total Number of trees within the 250' Shoreland Setback (not including trees within the 75' setback) = **112**
- Total number of trees with both 75' and 250' setback zones = **137**
- Number of above counted trees within debris/rubble/wood piles to be cleared = **29**
- Total number of trees to be within 250' setback less the trees within debris/rubble/wood piles = **108**
- If 40% removal is permitted, number of trees to be planted on site as part of revegetation plan = $108 \times 0.6 = \mathbf{64.5}$ (round up to **65 trees**)
- The plan calls for 19 trees to be protected. As such, a minimum 46 trees will be required to be planted on the site.

The Landscape Plan (L-1.0) prepared by Mohr & Seredin Landscape Architects makes provisions for the replanting of the 46 trees and is discussed below in Section 1.16 of this report.

1.11 BRIGHTWORK MANUAL OVERVIEW

In 2005, the Maine Department of Environmental Protection released "*Brightwork -- A Best Management Practices Manual for Maine's Boatyards and Marinas*". The goal of the manual is to help site owners and operators of marinas and boatyards to reduce pollution from their facilities by providing environmental compliance benchmarks, common sense practices that

enable the benchmarks to be met, a list of regulatory references that form the basis of the benchmarks, and a series of tools to enable easier benchmark progress measuring.

The manual describes in detail, the types of toxic pollutants generated by boatyard and marina sites and the resulting environmental and economic impacts.

The manual provides guidance on how to carry out typical jobs and practices associated with boatyards and marinas and the associated benchmarks, best management practices, clean up and waste disposal, customer relations, legal requirements, etc.

The practices described include:

- Hull Preparation
- Sandblasting
- Painting
- Boat Washing
- Engine Repair and Maintenance
- Stormwater Planning
- Fuelling and Fuel Storage
- Waste Management

The manual provides best management practices for each practice including containment, indoor vs outdoor recommendations, dust emissions, managing spills, storage, labeling and disposal of various waste products.

The Applicant currently complies with the Brightwork practices at the Portland Yacht Service facility on Fore Street in Portland. They will continue to utilize the Brightwork Manual as a reference and adhere to the requirements set forth for all activities at the proposed site.

1.12 TRAFFIC

The proposed project will not result in significant impacts to the surrounding street system. The project's Phase 1 conditions will result in fewer than 100 new peak hour trips. Gorrill-Palmer Consulting Engineers have completed a preliminary analysis of traffic conditions and their findings are included as Attachment E. In the future, the applicant will work with City representatives regarding the Beach Street/Commercial Street traffic signal to better understand its impact on site access. At this time, a full Traffic Impact Study or Traffic Movement Permit for Phase I activities is not contemplated. Attachment F shows the AutoTURN® truck turning analysis for trucks entering and exiting the site and moving throughout the site.

1.13 NATURAL FEATURES

The development site does not contain any significant natural features including wetlands, vernal pools or other protected resources, except for the vegetation currently subject to Shoreland Zoning provisions. The site has been developed for a period greater than 150 years and there is generally no land area that hasn't been disturbed or otherwise developed. DeLuca-Hoffman Associates, Inc. has contacted various resource agencies regarding the site's potential to contain significant wildlife habitat, historic or archaeological resources. Findings from each of the agencies are contained in Section 4 of this application submission.

1.14 NOISE/VIBRATION

The WPDZ has the following standards for noise and vibration:

“Noise:

1. *The level of sound, measured by a sound level meter with frequency weighting network, inherently and recurrently generated within the WPDZ between the hours of 7.00 p.m. and 7.00 a.m. from industrial facilities or operation commenced on or after July 1, 1988, shall not exceed 55 dB on the A scale at or within the boundaries of any residential zone, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning devices.*
2. *In measuring sound levels under this section, sounds with a continuous duration of less than 60 seconds shall be measured by the maximum reading on a sound level meter set to the weighted scale and the fast meter response (L maxfast). Sounds with a continuous duration of 60 seconds or more shall be measured on the basis of the energy average sound level over a period of 60 seconds (LEQ₁).*
3. *In addition to the sound level standards otherwise established, facilities or operations established or built in the waterfront port development zone on or after July 1, 1988, shall employ best practicable sound abatement techniques to prevent tonal sounds and impulse sounds or, if such tonal and impulse sounds cannot be prevented, to minimize the impact of such sounds in residential zones. Tonal sound is defined as a sound wave usually perceived as a hum or which because its instantaneous sound pressure varies essentially as a simple sinusoidal function of time. Impulse sounds are defined as sound events characterized by brief excursions of sound pressure, each with a duration of less than one second.”*

“Vibration:

Vibration inherently and recurrently generated shall be imperceptible without instruments at lot boundaries. This shall not apply to vibration resulting from activities aboard a vessel or from railroad vehicle activities, or from activities on a pile supported pier.”

It is the applicant’s intention to comply with the noise and vibration standards above. Night time activity will be minimal. Typical sources of noise from routine boat yard jobs and practices include hull preparation, sandblasting, painting, boat washing, engine repairs and maintenance and transportation of vessels throughout the site. All these practices will be performed in accordance with the MeDEP Brightwork Manual. Temporary noise sources during construction will include pile driving, pavement grind, dump trucks delivering gravel/fill to the site.

The site is well separated from noise sensitive sites with no direct abutting impacts to abutting residential neighborhoods. The nearest residential building is approximately 390’ away from the edge of the proposed building and is located along the Beach Street ramp connection to the Casco Bay Bridge.

The site is surrounded by commercial/industrial uses including the International Marine Terminal to the east, Commercial activity including Nova Seafood and Graybar Electric operate out of buildings on the north side of Commercial Street, and the Portland Star Match Co. to the site the far west end of the site. Other adjacent noise generating sources including the Casco Bay Bridge and the flight path of the Portland International Jetport.

1.15 LIGHTING

A Lighting Photometric plan has been prepared for Phase 1 of the project by Mohr & Seredin Landscape Architects. Sheet C-7.0 shows the proposed light fixture locations and associated photometric light levels. The light fixture locations have been strategically placed to provide light for Phase 1 of the development, but also minimizes the need to relocate fixtures with future potential development. Catalog cuts of the light fixtures are included as Attachment G.

The primary purpose for the first phase of site lighting for Canal Landing is for security, in the vicinity of the building and to provide lighting at key operational access points to the Fore River. Nighttime operations for the boatyard are atypical, particularly at this early phase of development. Security at the site will be supplemented by infrared cameras mounted on the light poles and on existing utility poles that will remain until future phases of development. With future development, and potentially increased nighttime activities, additional pole and wall-mounted full cutoff fixtures with LED lamps will be proposed.

It is important to note that light sources from abutting properties cast direct and indirect illumination onto the currently undeveloped property. The adjacent light sources include 1000-watt sodium lights on 40' poles on the Casco Bay Bridge above the lot; cobra head sodium lights on utility poles along Commercial Street; floodlights on poles within the centrally located Unitil leased parcel; and floodlights on the existing aforementioned utility poles. Light from the intensely lit facility on the east side of the Casco Bay Bridge does not contribute to the ambient light on the project site. Based upon recent nighttime readings with a handheld light meter (Whitegoods) the existing light levels at the perimeter of the property vary between 1.5 and 0.8 foot-candles and the intensity on the lot interior varies between 0 and 0.30 foot-candles.

The site lights proposed for this project consist of four (4) full cutoff Spaulding Cimarron LED on square poles at 30' mounting height; two (2) wall-mounted above the Storage Building's rolling doors; and seven (7) full cutoff Hubbell Laredo LED wall-packs, wall-mounted at 10' and 15' heights on the new buildings. The manufacturers' product cut sheets are appended to this submission. Backlight shields will be used to prevent light spill across property lines.

Based upon the existing ambient light levels and the proposed lighting, the applicant is comfortable that adequate lighting will be present at the property for the proposed uses. Comments from the residential neighbors during the preliminary review process indicate that additional lighting to raise the overall level of light at the property is not desired.

The applicant is requesting that the Planning Staff support a waiver by the Planning Board of the lighting standards of Section XV 4.A. Uniformity and 4.B. Illumination Levels, based upon the following:

1. Existing ambient light levels at the property are between 0 and 0.3 foot-candles at the interior and 0.8 to 1.5 fc at the edges of the lot;
2. Proposed lighting will raise the light levels needed for safe access and egress in and out of the property onto Commercial Street to reasonable average levels of 1.25; and
3. Proposed lighting will provide for security, safety, and nighttime use of the new buildings and work yards;
4. Illumination of the property to the levels required by the City Ordinance will impact the residences located west and uphill from the proposed project.

1.16 LANDSCAPING

A Landscape Plan for Phase 1 of the project has been prepared by Mohr & Seredin Landscape Architects. This plan is included in the permit plan set as Sheet L-1.0. The plan incorporates the protection of a limited amount of trees in the Shoreland Zone and also the new planting of trees as required by the MeDEP.

Existing vegetation at Canal Landing is characterized by succession growth that has been allowed to remain on the lot over the past 30 to 40 years. The tree cover on the lot is sparse, and occurs primarily at the property edges and along fence lines. The existing stands of trees consist of indigenous, succession trees, primarily White Birch and Quaking Aspen, with a few Eastern Cottonwood, Red Maples, and White and Red Oak. Other vegetation, including Black Locust, Crabapples and Pear trees, as well as understory shrubs such as Bayberry and Sumac, have been able to gain a foothold in the disturbed, gravelly soils of the site.

The proposed Landscape Plan includes plant preservation activities as well as new plantings. Several stands of trees close to Commercial Street will be preserved and protected, after debris removal, to buffer views into the property from the street and the neighborhoods at higher elevations. In areas of proposed development, particularly along Commercial Street and within the 250' Shoreland Zone, specific trees 4" and larger will be protected and preserved within, or at the edges of, the boatyard use areas. These trees to be retained are noted on the Landscape Plan along with the tree protection measures.

New trees of similar pioneering species will be clustered, rather than linearly placed on Commercial Street to accentuate the property entrance beneath the Casco Bay Bridge and the street approach from downtown and Fore River Parkway. There are no street trees planted along Commercial Street on other properties in this area, which is an area bordered by similar industrial or intensive harbor-related commercial uses. A dense stand of Cottonwoods is proposed along the northeast fence in the narrow strip of land, which is a stormwater management area adjacent to the MDOT property. Clusters of indigenous trees and shore-land appropriate shrubs that are also tolerant to poor, droughty soils, are proposed near the southeastern property corner; similar existing tree and shrub clusters will be preserved near the southwestern property corner.

The planting plan, through preservation activities and new plantings, retains a reasonable vegetative cover and tree stand within the Shoreland Zone (SZ). Existing clearings within the SZ are retained, and the new plantings are dispersed at the edges of the development to provide visual buffers for the neighboring lots.

The applicant is requesting that the City Arborist support a waiver by the Planning Board pertaining to Section VI, 5.4 Industrial and Commercial Development Landscaping Guidelines, Item I. Perimeter Street Trees and Item II. Perimeter Compatible Uses, as well as for the tree species and size standards specified in Subsection 9, based upon the following:

1. The typical planted landscape, such as linear street tree and dense buffer plantings, will appear contrived in this setting and out of context with the surrounding industrial and commercial developments with minimal landscaping. The project area will benefit from landscaping that builds on the succession plant species known to withstand the environmental conditions of the site, plantings that will naturally proliferate and extend the existing landscape.
2. Natural clustering of native tree species along the street frontage accentuate views and site entrance.

3. Clustering of rapidly growing, suckering Eastern Cottonwoods along the eastern boundary offer visual and sound buffering from neighboring compatible uses and from Casco Bay Bridge above the site.
4. As this project is a disturbed site, excavation is limited; the pioneer species of Eastern Cottonwood, specified as 2-2.5" caliper, smaller than the standard size of 2.5-3" caliper, is proposed in support for less excavation and greater chances of survival and rapid growth.

1.17 SOLID WASTE

The proposed boatyard use will generate two types of solid waste: regular waste and hazardous waste.

Regular non-hazardous waste will be stored on site in a dumpster and collected by a local solid waste company who the applicant will form an annual contract with.

Hazardous waste will be stored in accordance with the requirements of the Brightwork Boatyard Manual and collected, transported and disposed of by ENPRO Services, Inc. or another similar company. Included, as Attachment H is a letter from ENPRO identifying the most common drummed wastes generated by the applicant's existing facility on Fore Street in Portland ME, how they are tracked, where they are transported to and how they are disposed of.

1.18 STORMWATER MANAGEMENT

A formal Stormwater Report is included as Attachment I.

1.19 EROSION AND SEDIMENT CONTROL

A formal Erosion and Sediment Control Report is included as Attachment J.

1.20 FLOODING

The project site has been depicted graphically on a portion of the FEMA Flood Insurance Rate Map and is attached as Figure 7 and provided at the end of this section.

1.21 BLASTING

Based on previous soil investigation at the site, over 250 subsurface explorations including 120 soil borings, 25 test pits, and 107 core penetrometer tests, blasting is not anticipated for construction of the project. If blasting or rock removal is required, the contractor will be required to prepare a Blasting Plan and preblast survey prior to any rock removal.

1.22 AIR EMISSIONS/ODORS/VAPORS

Air emissions expected to occur as a result of, or within the project area, are as follows:

- Temporary emissions associated with construction vehicles and construction of project.
- Temporary emissions associated with vehicular travel of employees, delivery vehicles, travel lift, etc.
- Emissions associated with the heating systems for the brokerage building and tension fabric building.

- Emissions related to boat repair activity.

Odors will be generated during the construction phase of the development and during day to day operation of the proposed boatyard facility.

Short term odors or odors generated during construction include the following:

- Organic odors from earth moving during construction.
- Petroleum odors from construction equipment and vehicles used during construction for the project.
- These odors will emanate from the site and may be detectable in the immediate vicinity of the development but will dissipate through the air into the atmosphere in negligible amounts.

Long term odors or odors generated during day to day operation of the facility such as that proposed include:

- Petroleum odors from vehicles/travel lift.
- Solid Waste odors.
- Odors from boatyard activities such as painting, etc.

These odors are not likely to be offensive, as they are of low intensity and the site is not in a densely developed area. Therefore no provisions for odor control are planned. However appropriate ventilation procedures will be utilized on site for health and safety of staff during certain boat repair activities.

Large Scale water vapor emissions are not anticipated as part of this project.

1.23 SUNLIGHT

The proposed buildings at the site will not cast significant shadows onto neighboring properties, or block access to direct sunlight for structures utilizing solar energy. The site layout plan (C-2.1) and Grading and Drainage Plan (C-3.1) show the proposed site improvements and their relationships to property lines. The grading plan shows the relative elevations of the buildings with respect to elevations along the property lines.

1.24 APPROVAL REQUIREMENTS

The following permits are anticipated:

- City of Portland Planning Board Level III Site Plan Approval and Shoreland Zoning Approval
- City of Portland Building Permit(s)
- MeDEP Natural Resource Protection Act (NRPA)
- City of Portland Delegated Review of the Site Location of Development Act (SLDA)
- MeDEP Voluntary Response Action Program (VRAP)
- U.S. ACOE Water Quality Certification/Federal Channel Review
- State of Maine Submerged Lands Lease
- Harbor Commissioner's Review

6.1



PHOTO 1 – Easterly Shorefront



PHOTO 2 – PanAm Property



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 03-22-12 by Steve Bushey, P.E.

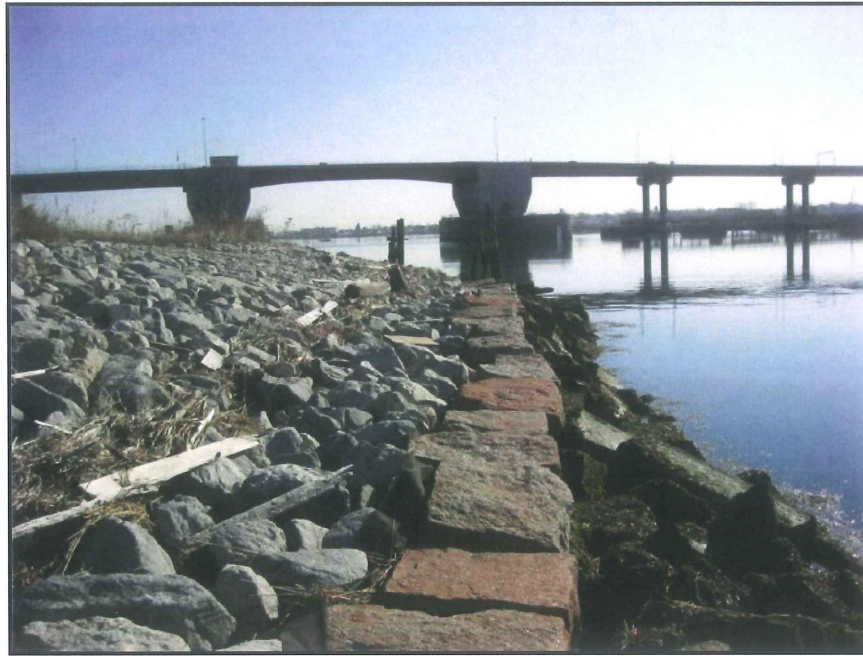
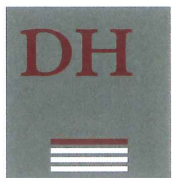


PHOTO 3 – Existing Granite Revetment



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 03-22-12 by Steve Bushey, P.E.**



PHOTO 1 – Dilapidated Pier Remains

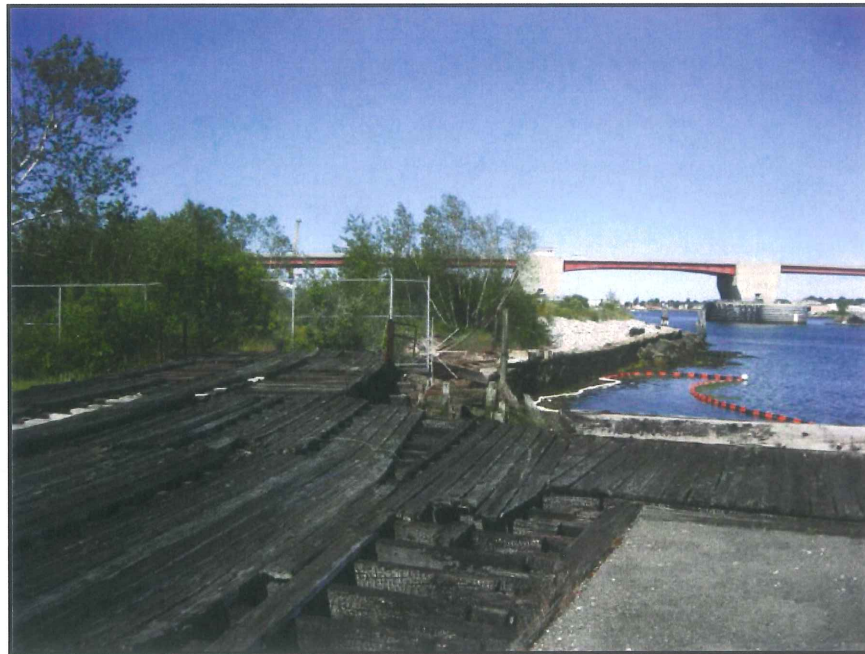


PHOTO 2 – Easterly End Pier



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-20-12 by Steve Bushey, P.E.



PHOTO 3 – Dilapidated Pier



PHOTO 4 – Riprap Stabilized Shorefront – Unutil Parcel



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-20-12 by Steve Bushey, P.E.



PHOTO 1 – View from the North



PHOTO 2 – View from Bridge Onramp



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-24-12 by Steve Bushey, P.E.



PHOTO 3 – Existing Gas Tanks



PHOTO 4 – View from Casco Bay Bridge



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-24-12 by Steve Bushey, P.E.**

6.7



PHOTO 5 – View from Casco Bay Bridge



DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-24-12 by Steve Bushey, P.E.**

H.1



**LOCATION MAP
CANAL LANDING
PORTLAND, MAINE**

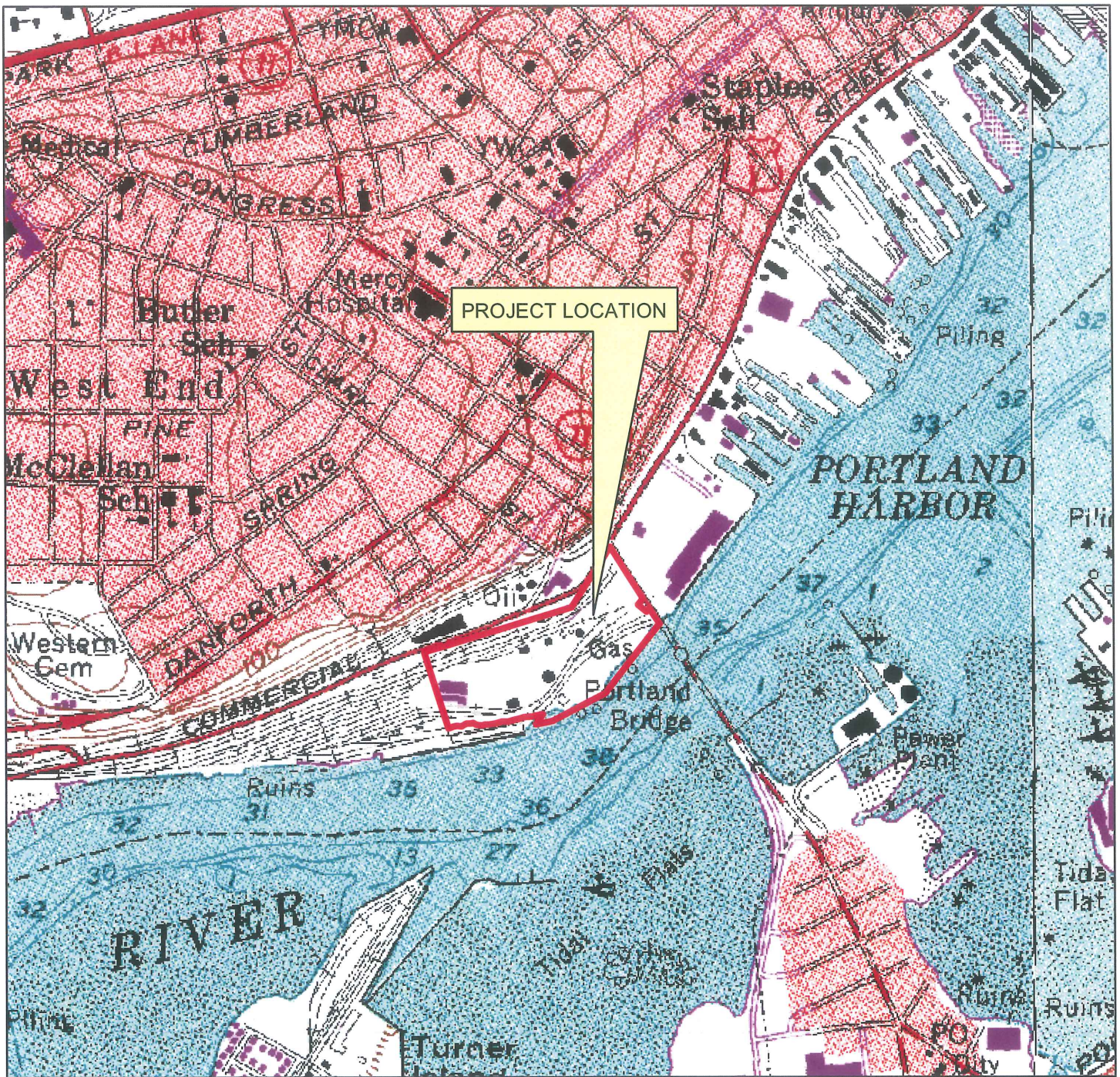
SOURCE: DELORME STREET ATLAS USA 5.0 © 1997

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: BEK
CHECKED: SRB
DATE: JULY 2012
FILENAME: LOCMAP.DWG
SCALE: 1" = 1000'

FIGURE

1



**USGS LOCATION MAP
CANAL LANDING
PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS - MAPS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-USGS
SCALE: 1 inch = 1,000 feet

FIGURE

2



TAX MAP
CANAL LANDING
PORTLAND, MAINE

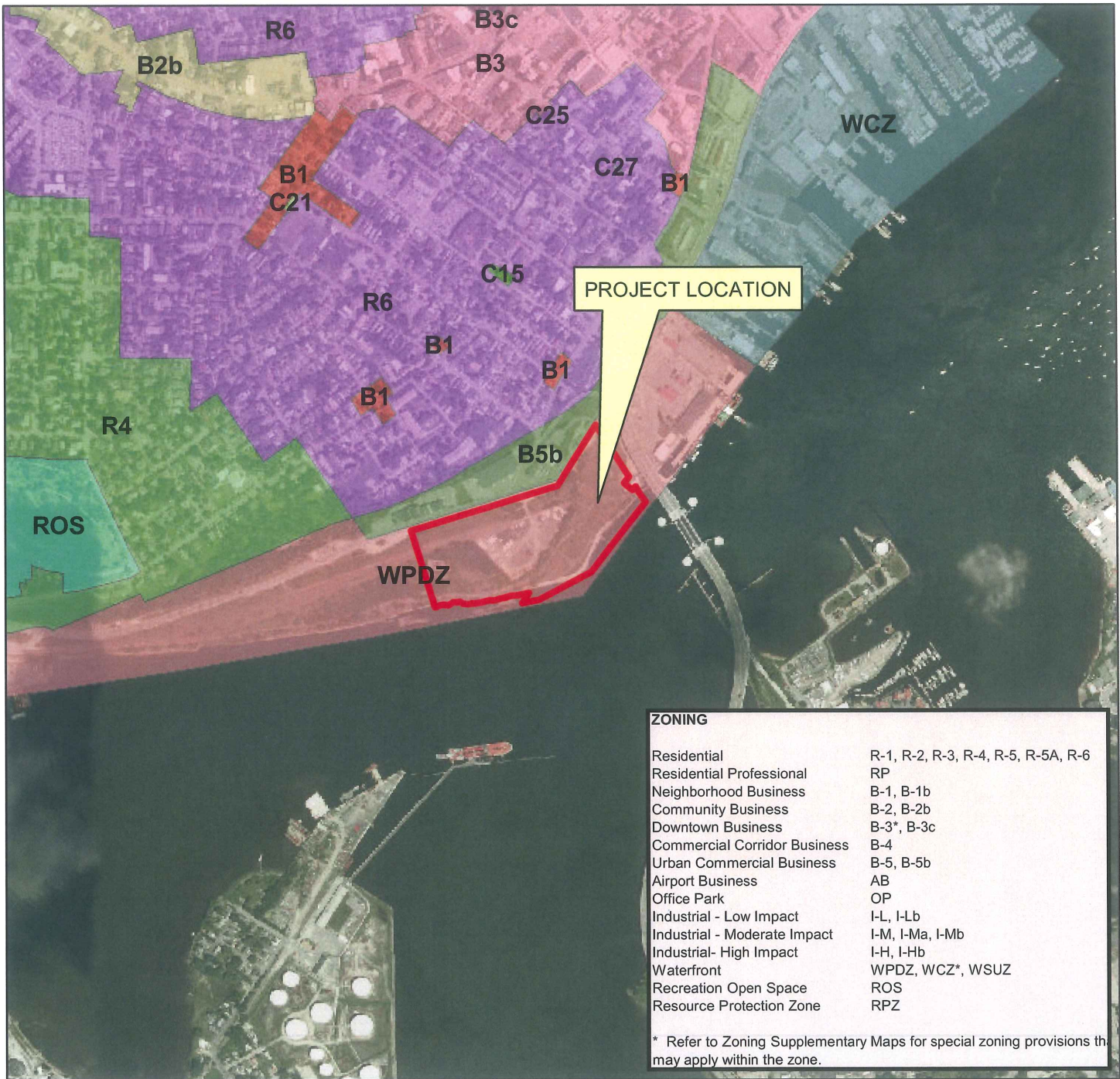
SOURCE: CITY OF PORTLAND

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-TAX MAP
SCALE: 1 inch = 1,000 feet

FIGURE

3





ZONING MAP
CANAL LANDING
PORTLAND, MAINE
 SOURCE: CITY OF PORTLAND

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207-775-1121
 www.delucahoffman.com

DRAWN: DED
 CHECKED: SRB
 DATE: APRIL 2012
 FILENAME: 3091-ZONING
 SCALE: 1 inch = 1,000 feet

FIGURE



**AERIAL PHOTOGRAPH
CANAL LANDING
PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS - MAPS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-AERIAL
SCALE: 1 inch = 1,000 feet

FIGURE

5



FLOOD MAP CANAL LANDING PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - FIRM LAYER

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-FLOOD
SCALE: 1 inch = 1,000 feet

FIGURE



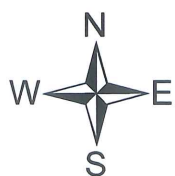
SOILS MAP CANAL LANDING PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207-775-1121
www.delucahoffman.com

DRAWN: DED
 CHECKED: SRB
 DATE: APRIL 2012
 FILENAME: 3091-SOILS
 SCALE: 1 inch = 1,000 feet

FIGURE



**SAND AND GRAVEL AQUIFER MAP
CANAL LANDING
PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-AQUIFER
SCALE: 1 inch = 1,000 feet

FIGURE

9



7 - Glaciomarine deposits (fine-grained facies)



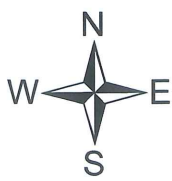
SURFICIAL GEOLOGY MAP CANAL LANDING PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - SURF LAYER

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-GEOLOGY
SCALE: 1 inch = 1,000 feet

FIGURE
10



NWI MAP
CANAL LANDING
PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - NWI LAYER

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

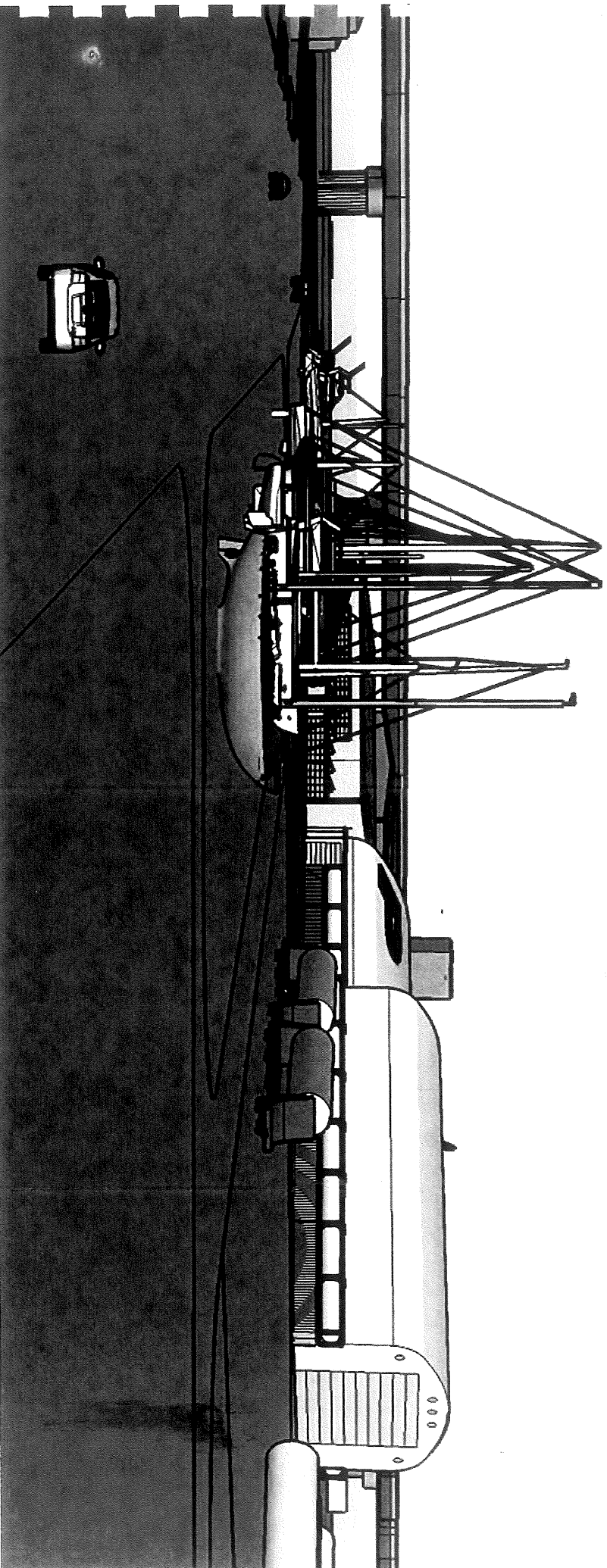
DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-NWI
SCALE: 1 inch = 1,000 feet

11



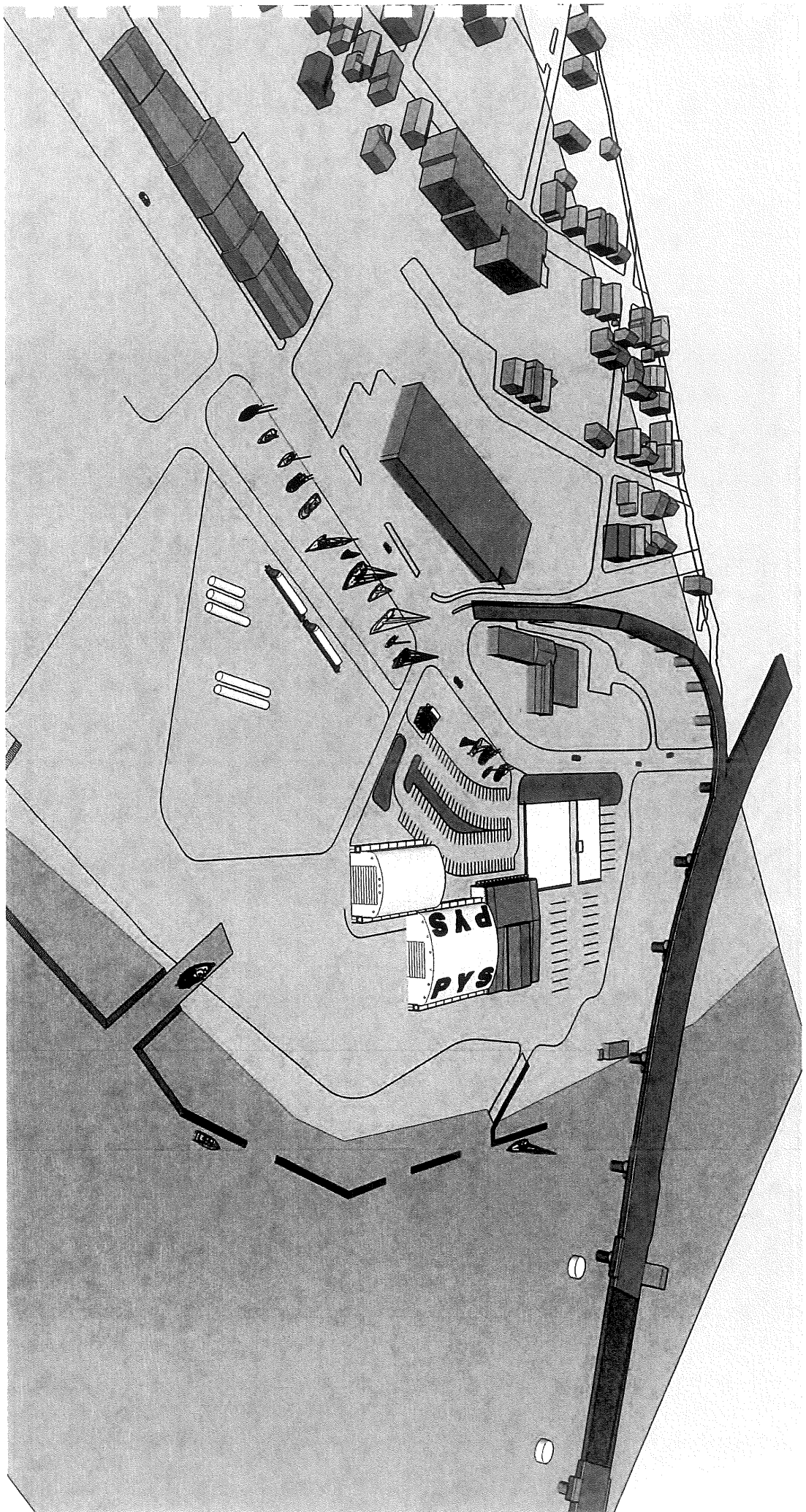
PORTLAND YACHT SERVICES AT CANAL LANDING

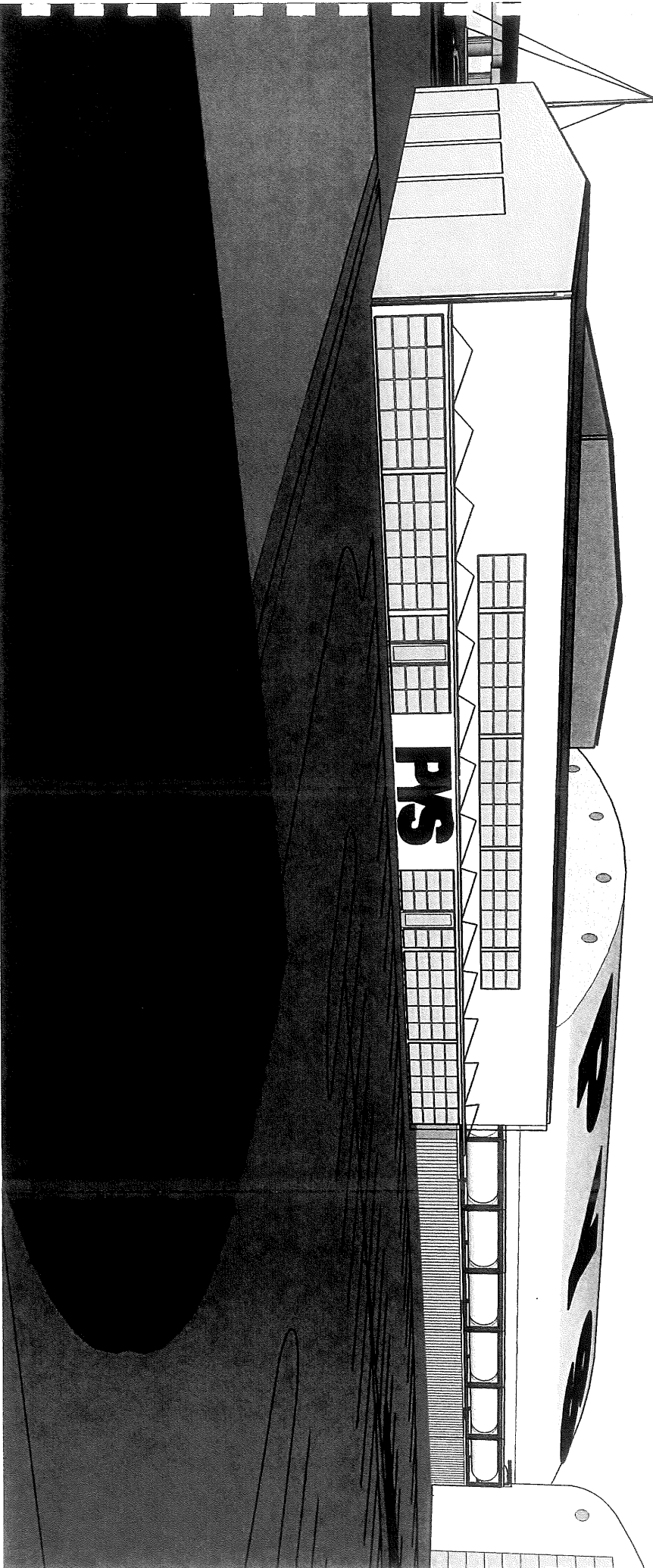
JULY 9, 2012



VIEW LOOKING EAST ON COMMERCIAL STREET

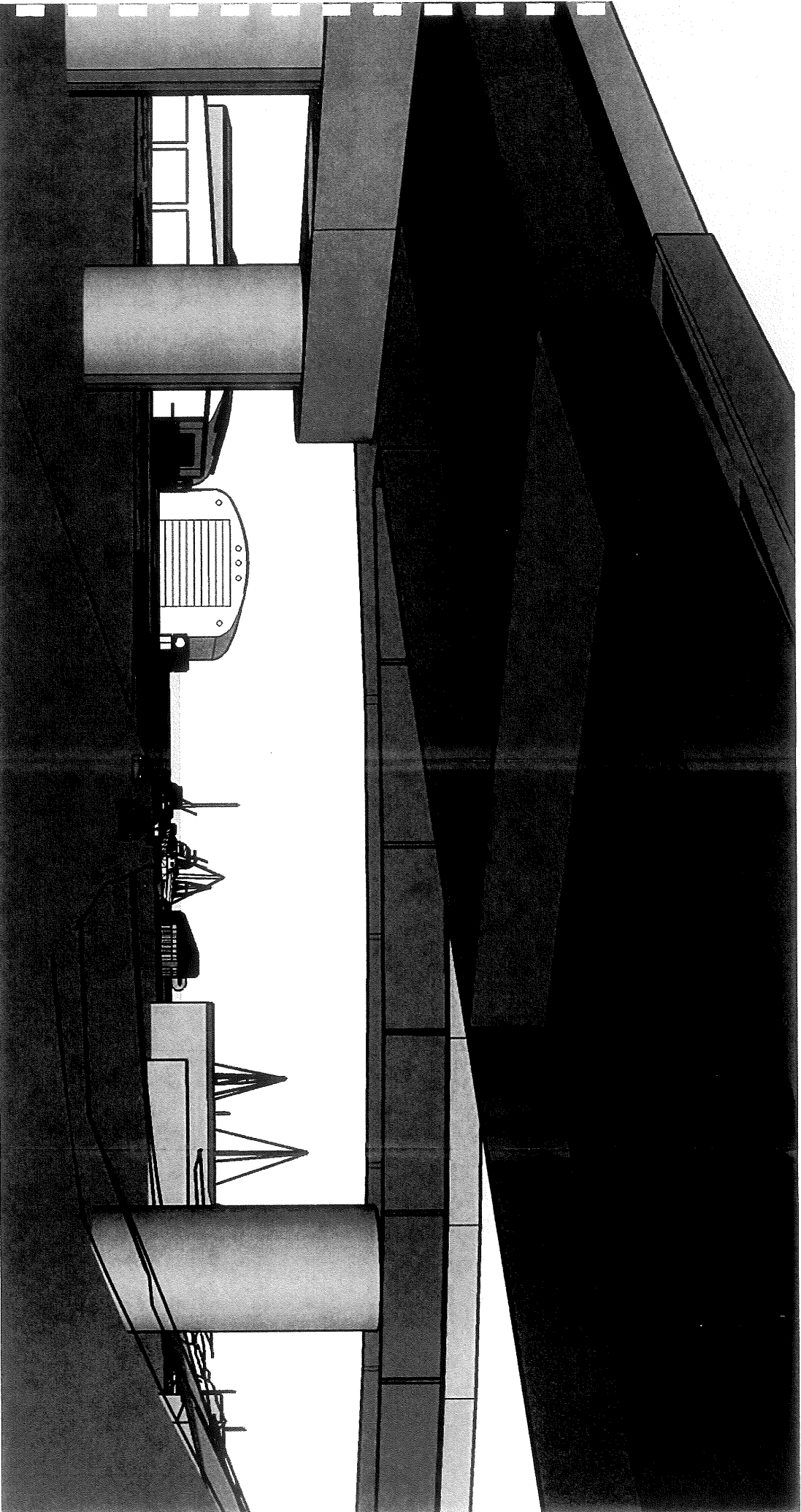
BIRDS-EYE VIEW LOOKING NORTHEAST



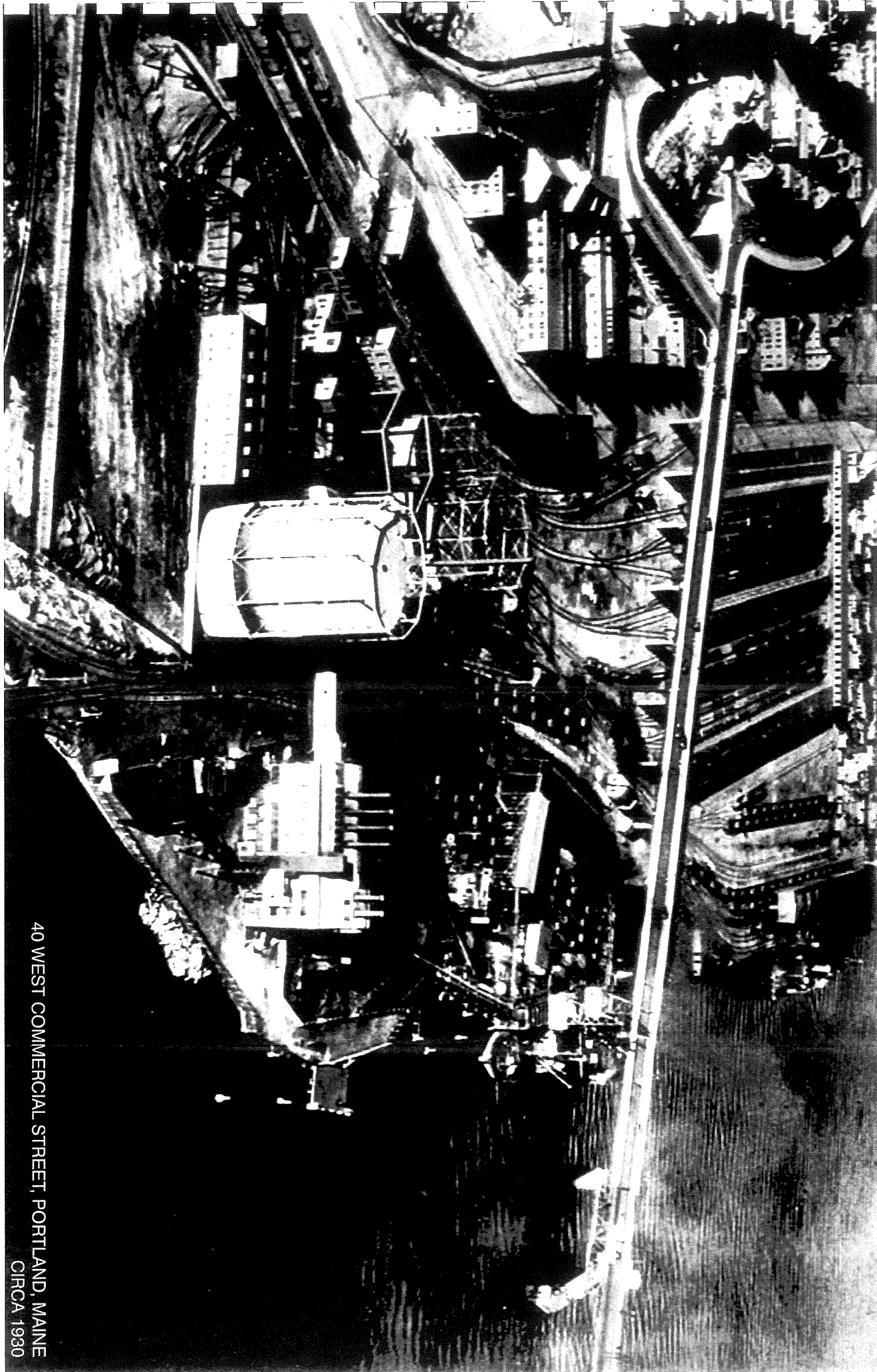


OPERATIONS BUILDING LOOKING FROM COMMERCIAL STREET

I.4



VIEW LOOKING WEST ON COMMERCIAL STREET



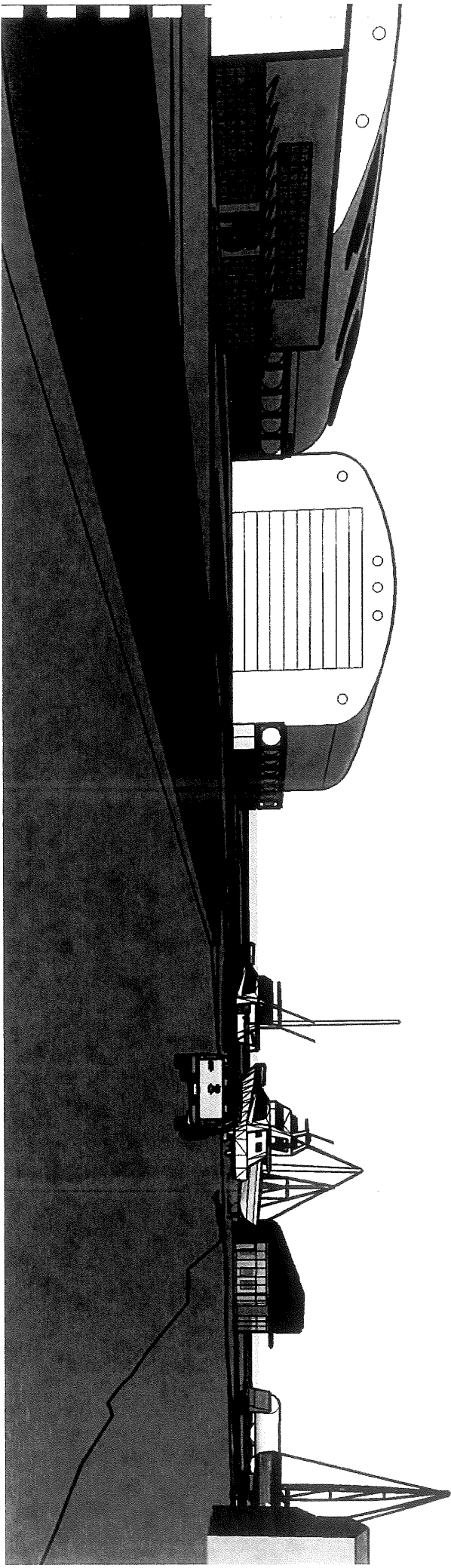
40 WEST COMMERCIAL STREET, PORTLAND, MAINE
CIRCA 1930

I6

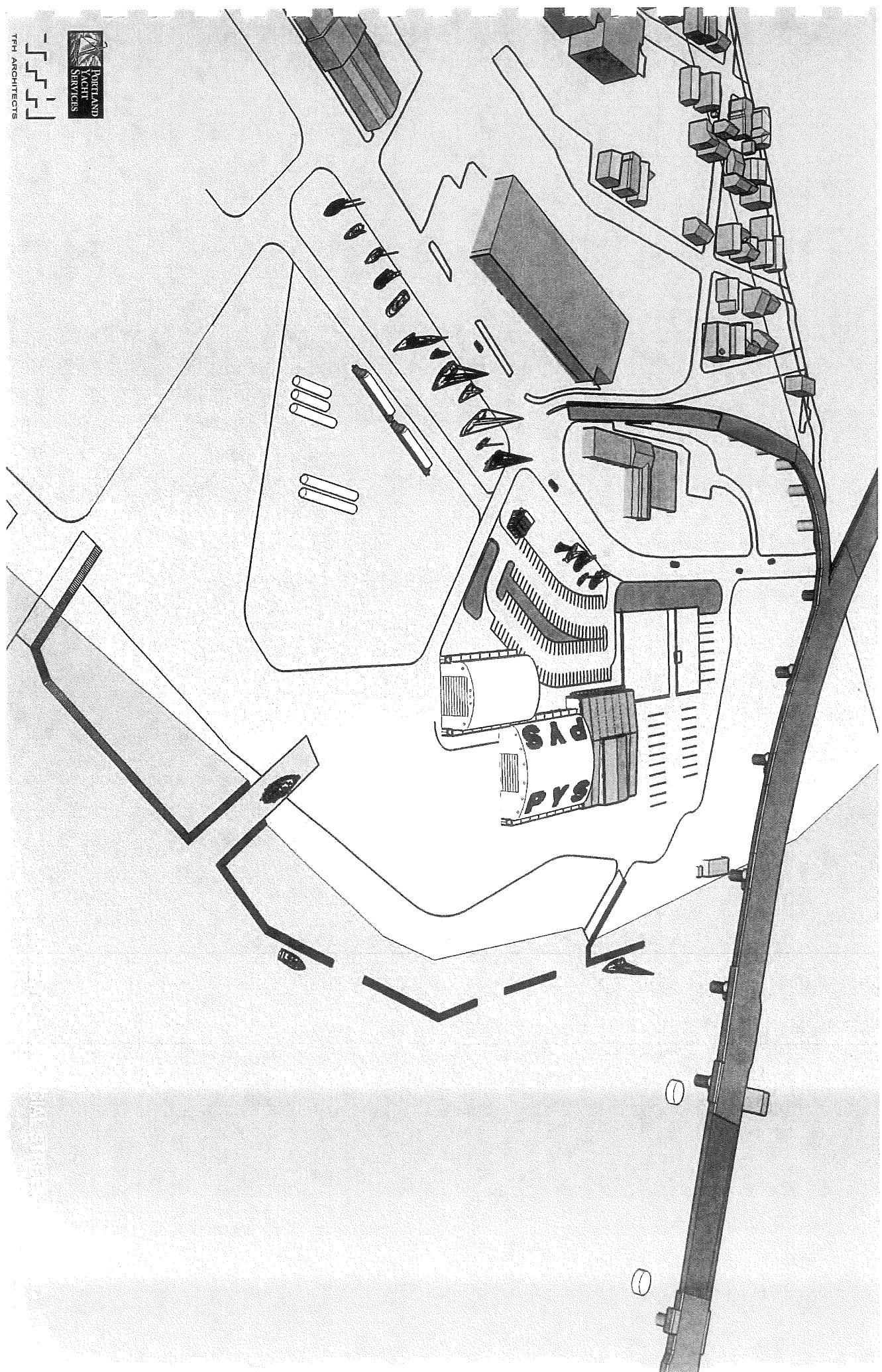


VIEW LOOKING SOUTH FROM THE CORNER OF CLARK AND YORK STREETS

I7



VIEW LOOKING WEST ON COMMERCIAL STREET



T. 11

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Commercial Development, Portland, Maine

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
<i>Prunus maritima</i>	G4	S1	E	10	1933-05-19	Rocky coastal (non-forested, upland)
<i>Arabis missouriensis</i>	G5?Q	S1	T	5	1905-06-11	Rocky summits and outcrops (non-forested, upland)
<i>Suaeda calceoliformis</i>	G5	S2	T	5	1932-09-12	Tidal wetland (non-forested, wetland)
<i>Ranunculus ambigens</i>	G4	SH	PE	3	1862-08	Open water (non-forested, wetland)
<i>Spartina saltmarsh</i>	G5	S3		20	2009	Tidal wetland (non-forested, wetland)
<i>Zannichellia palustris</i>	G5	S2	SC	9	1913-09-13	Tidal wetland (non-forested, wetland)
<i>Aureolaria pedicularia</i>	G5	S3	SC	13	1902-09-02	Dry barrens (partly forested, upland)
<i>Lygala cruciata</i> var. <i>aquilonia</i>	G5T4	SH	PE	1	1903-08-18	Dry barrens (partly forested, upland)
<i>Lobelia siphilitica</i>	G5	SX	PE	3	1905-09	Non-tidal rivershore (non-forested, seasonally wet)
<i>Allium canadense</i>	G5	S2	SC	5	1921-07-26	Hardwood to mixed forest (forest, upland)
<i>Proserpinaca pectinata</i>	G5	S1	E	1	1906-09-29	Open wetland, not coastal nor rivershore (non-forested, wetland)
<i>Triosteum aurantiacum</i>	G5	S1	E	5	1910-06-19	Non-tidal rivershore (non-forested, seasonally wet)
<i>Lonicera dioica</i>	G5	S2	E	5	1905-06	Dry barrens (partly forested, upland)
<i>Wolffia columbiana</i>	G5	S2	SC	2	2002-08-04	Open water (non-forested, wetland)
<i>Prunus maritima</i>	G4	S1	E	21	2009-09-16	Rocky coastal (non-forested, upland)

STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: State Rarity Ranks are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

Note: Global Ranks are determined by NatureServe.

STATE LEGAL STATUS

Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered and Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** **ENDANGERED**; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** **THREATENED**; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC** **SPECIAL CONCERN**; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** **Potentially Extirpated**; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

T. 13



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
- LANDSCAPE PLANNING

April 5, 2012

Mr. Steve Walker
Department of Inland Fisheries & Wildlife
State House Station 41
284 State Street
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. Walker:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

- | | |
|---------------------------------|--|
| Figure 2 – USGS Topographic Map | Figure 8 –Soils Map |
| Figure 3 – Tax Map | Figure 9 – Sand and Gravel Aquifer Map |
| Figure 4 – Zoning Map | Figure 10 – Surficial Geology Map |
| Figure 5 – Aerial Plan | Figure 11 – NWI Map |
| Figure 7 – Flood Map | |

Our office is contacting you to determine if your Department has information regarding possible location of any special or significant wildlife or fisheries habitats which might be impacted at the site. Your prompt reply to this inquiry is appreciated.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures

T-14



PAUL R. LePAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

April 24, 2012

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

RE: Information Request, Proposed Commercial Development at 554 West Commercial Street, Portland, Maine

Dear Stephen:

Per your request received April 9, we have searched current Department records for known occurrences of Rare, Threatened, and Endangered species, designated Essential and Significant Wildlife Habitats, and fisheries habitat concerns within the vicinity of the proposed commercial development at 554 West Commercial Street, Portland. Findings for each category of protected resource are specified below.

Rare, Threatened, and Endangered Species

Peregrine Falcons are known to nest along the Portland Bridge. Peregrine Falcons are listed as State Endangered. Depending on the scope of the proposed project, and timing of construction activities, falcon nesting behavior may be impacted. We recommend that you coordinate final project approach in consultation with MDIF&W Region A wildlife biologists (657-2345) to best minimize the potential for disturbing nesting peregrine falcons.

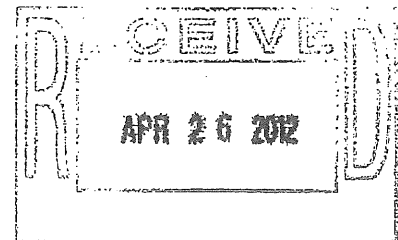
Essential Habitat

Currently, Essential Habitat is designated only for Piping Plovers, Least Terns, and Roseate Terns, all of which are coastal breeding species and which do not occur in this area.

Significant Wildlife Habitat

We do not know of any Significant Wildlife Habitats at this site. Significant Wildlife Habitats include Inland Waterfowl and Wading Bird Habitat, Tidal Waterfowl and Wading Bird Habitat, Deer Wintering Areas, Shorebird Areas, Significant Vernal Pools and Seabird Nesting Islands.

Fisheries habitat concerns



T. 15

Stephen Bushey, P.E.

Comments RE: Proposed Commercial Development at 554 West Commercial Street, Portland, Maine

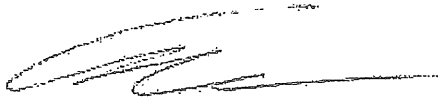
Page 2 of 2

There are no concerns for inland fisheries at this site.

This consultation review has been conducted specifically for known MDIF&W jurisdictional features and should not be interpreted as a comprehensive review for the presence of all regulated features that may occur on site. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,



Steve Walker
Acting Environmental Review Coordinator

PLANNING BOARD REPORT PORTLAND, MAINE



New Yard at Canal Landing
Boatyard and Boat Repair Facility
40 West Commercial Street

Level III Site Plan, Conditional Use, Shoreland Zone, Flood Plain,
and Site Location of Development Reviews

New Yard, LLC, Applicant

Submitted to: Portland Planning Board: Public Hearing Date: December 18, 2012 Project #2012-575 CBL: 59-A-1,2,3,4,5,6,7,8,9,10,11,12	Prepared by: Bill Needelman, Senior Planner Date: December 14, 2012 Planning Board Report Number: #53-12
---	--

I. Introduction

At the request of New Yard, LLC, represented by Steve Bushey, Deluca Hoffman Associates, the Planning Board is requested to hold a Public Hearing to review the proposed site plan for a boat and ship repair and maintenance facility in the vicinity of 40 West Commercial Street. A boat sales area is also proposed.

The proposal is for approximately 42,000 square feet of building space for the repair facility and re-grading of up to 7 acres of the site for boat storage and circulation.

The Planning Board held an introductory workshop on the proposal based on a preliminary application on September 11, 2010 and the applicant has provided an updated set of material as the basis for this Public Hearing. The revised material shows an expansion of interior building space from +/-20,000 square feet to +/-42,000 square feet with the addition of a 22,000 square foot "operations building." Other changes reflect city staff and Planning Board comments, changes to the water-side floats and docks, greater detail and engineering specificity, and responses to written review comments.

This hearing was advertised in the December 6 and 7, 2012 editions of the Portland Press Herald and was noticed by mail to 132 neighboring property owners and interested parties.

City staff has reviewed the application and written materials and the staff's analysis is provided below.

10/04/2012

059 A008001

3:54 PM

RE: 058 D009001
255 YORK STREET LLC
PO BOX 25A
CUMBERLAND, ME 04021

RE: 058 D011001
26 BRACKETT STREET LLC
26 BRACKETT ST
PORTLAND, ME 04101

RE: 058 E002001
BRIDGEPORT ASSOCIATES
PO BOX 350
PORTLAND, ME 04112

RE: 058 F003001
BRIDGEPORT ASSOCIATES
PO BOX 350
PORTLAND, ME 04112

RE: 058 A042001
BROWN J B & SONS
36 DANFORTH ST
PORTLAND, ME 04101

RE: 058 C004001
BROWN J B & SONS
PO BOX 207
PORTLAND, ME 04112

RE: 059 A009001
CASCO WHARF & STORAGE
6 LIBERTY LN WEST
HAMPTON, NH 03842

RE: 058 D003001
CEKUTIS STEVEN L &
LAURENCE D CEKUTIS JTS
20 SUMMER ST # 1
PORTLAND, ME 04102

RE: 058 D002001
CEKUTIS STEVEN L &
LAURENCE D CEKUTIS JTS
20 SUMMER ST # 1
PORTLAND, ME 04102

RE: 044 E003001
DANA FISHER LLC
PO BOX 169
PORTLAND, ME 04112

RE: 058 D005001
FISKE ROBERT R &
LESLIE POHL
263 YORK ST
PORTLAND, ME 04102

RE: 058 D001001
GOODE MARK E &
JENNIFER L GOODE JTS
230 HIGH ST
SOUTH PORTLAND, ME 04106

RE: 058 F013001
HIGGINS WILLIS E &
SUSAN L HIGGINS JTS
24 BRACKETT ST # 1
PORTLAND, ME 04102

RE: 059 A001001
MAINE CENTRAL RAILROAD CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 043 D006001
MAINE CENTRAL RAILROAD CO
% GUILFORD TRANSPORTATION IND
402 AMHERST ST STE 300
NASHUA, NH 03063

RE: 058 D004001
MOORE JONETHAN P &
SUSAN L RIVARD JTS
265 YORK ST
PORTLAND, ME 04102

RE: 058 F013004
PHILLIPS MEGHAN &
JAMES PHILLIPS JTS
24 BRACKETT ST # 4
PORTLAND, ME 04102

RE: 059 A005001
PORTLAND GAS LIGHT CO
6 LIBERTY LN WEST
HAMPTON, NH 03842

RE: 059 A002001
PORTLAND GAS LIGHT CO
6 LIBERTY LANE WEST
HAMPTON, NH 03842

RE: 043 E002001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 043 E008001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 058 F006001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 058 F012001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 059 A003001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 059 A008001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 059 A011001
PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 043 E001001
PORTLAND TERMINAL CO LESSEE
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RE: 058 D007001
SNOWICK ROBERT R &
IVAN P JENNY JTS
18 SUMMER ST
PORTLAND, ME 04102

RE: 058 D006002
SCLOVE CHAD W
259 YORK ST # 2
PORTLAND, ME 04102

RE: 058 D006001
SNELL MICHAEL D
259 YORK ST # 1
PORTLAND, ME 04102

*RE: 058 D009001
255 YORK STREET LLC
PO BOX 25A
CUMBERLAND, ME 04021*

10/04/2012

059 A008001

3:54 PM

RE: 058 F013003

SOLA CHRISTOPHER L &
ELIZABETH A SOLA JTS
615 7TH AVE SW
CHESTER, MN 55902

RE: 043 E007001

STATE
AUGUSTA, ME 04333

RE: 058 F009001

STATE
AUGUSTA, ME 04333

RE: 043 E003001

STATE OF MAINE
STATE HOUSE STATION 16
AUGUSTA, ME 04333

RE: 043 E010001

STATE OF MAINE
DEPT OF TRANS
2 CHILD ST
AUGUSTA, ME 04333

RE: 058 F013002

TURGEON STEPHEN
11 SOUTH ORLEANS ST
MEMPHIS, TN 38103

Labels Requested For CBL:

043 A001
043 D005
043 D006
043 E001
043 E002
043 E003
043 E007
043 E008
043 E010
044 E003
058 A042
058 C004
058 D001
058 D002
058 D003
058 D004
058 D005
058 D006
058 D007
058 D009
058 D011
058 E002
058 F003
058 F006
058 F009
058 F012
058 F013
059 A001
059 A002
059 A003
059 A005
059 A008
059 A009
059 A011
GIS_RR

255 YORK STREET LLC
PO BOX 25A
CUMBERLAND, ME 04021

26 BRACKETT STREET LLC
26 BRACKETT ST
PORTLAND, ME 04101

A BETTER MAINE LLC
PO BOX 15414
PORTLAND, ME 04112

BESSIRE MARK & AIMEE BESSIRE JTS
314 DANFORTH ST
PORTLAND, ME 04102

BRAKELEY REBECCA M
92 SALEM ST # 2
PORTLAND, ME 04102

BRIDGEPORT ASSOCIATES
PO BOX 350
PORTLAND, ME 04112

BROSNAN MICHAEL G & ASA BROSNAN
JTS
95 VILLAGE RD
SHELBURNE, NH 03581

BROWN J B & SONS
36 DANFORTH ST
PORTLAND, ME 04101

BROWN J B & SONS
PO BOX 207
PORTLAND, ME 04112

BURBINE WILLIAM L & LAURA P
BURBINE JTS
3 ORANGE ST # 2
PORTLAND, ME 04102

CAMPBELL MARSHA
108 SALEM ST
PORTLAND, ME 04102

CAREY EDITH
4515 N HAMILTON AVE # 1W
CHICAGO, IL 60625

CARLEY KEVIN P & ELLEN GRANT JTS
112 SALEM ST
PORTLAND, ME 04102

CASCO WHARF & STORAGE
6 LIBERTY LN WEST
HAMPTON, NH 03842

CEKUTIS STEVEN L & LAURENCE D
CEKUTIS JTS
20 SUMMER ST # 1
PORTLAND, ME 04102

CLEAVES BRADFORD TRUSTEE
122 SALEM ST
PORTLAND, ME 04102

CLH PROPERTIES LLC
31 MILL ST
YARMOUTH, ME 04096

CODMAN-PORTLAND ASSOC
175 FEDERAL ST SUITE 700
BOSTON, MA 02110

CODY SARA ANNE
78 SALEM ST
PORTLAND, ME 04102

CURTIS MICHAEL R & MARGARET T
CURTIS JTS
354 DANFORTH ST
PORTLAND, ME 04102

DALE ELIZABETH GIESE C/O W NORRIS
DALE JR
40 SALEM ST
PORTLAND, ME 04102

DANA FISHER LLC
PO BOX 169
PORTLAND, ME 04112

DAVY RICHARD VN VET & ELIZABETH B
DAVY JTS
418 DANFORTH ST
PORTLAND, ME 04102

DAWSON WILLIAM H & DONNA M NAPPI
JTS
34 BRACKETT ST
PORTLAND, ME 04102

DILWORTH WARDEN KW VET &
ELIZABETH T DILWORTH JTS
350 DANFORTH ST
PORTLAND, ME 04102

DUGGAN WILLIAM P & MARY
ELIZABETH LELL DUGGAN JTS
420 DANFORTH ST
PORTLAND, ME 04102

DYLEWSKI STEFANIE R & VICTORIA A
DYLEWSKI JTS
88 SALEM ST
PORTLAND, ME 04102

RO MARY A WID WWII VET
34 EMERY ST
PORTLAND, ME 04102

EVANS PETER W
21 SUMMER ST
PORTLAND, ME 04102

FILIPPONE MICHELLE M & ANTHONY V
FILIPPONE JTS
225 YORK ST # 4
PORTLAND, ME 04102

FISKE ROBERT R & LESLIE POHL
263 YORK ST
PORTLAND, ME 04102

FOLEY DIANA M
95 SALEM ST
PORTLAND, ME 04102

GAYDOS TIMOTHY J
PO BOX 9108
PATTERSON, NJ 07509

GILBERT JEAN BEAROR & JENNIFER H
FISHER &
416 DANFORTH ST
PORTLAND, ME 04102

GOODE MARK E & JENNIFER L GOODE
JTS
230 HIGH ST
SOUTH PORTLAND, ME 04106

GRAHAM LANI TRUSTEE
PO BOX 10368
PORTLAND, ME 04104

GREEN PETER
11 SUMMER ST
PORTLAND, ME 04102

HARRIS BRIAN & ALISON HAWKES JTS
39 CLARK ST
PORTLAND, ME 04102

HIGGINS WILLIS E & SUSAN L HIGGINS
JTS
24 BRACKETT ST # 1
PORTLAND, ME 04102

JENKINS SARAH BULLEY
32 BRACKETT ST # 1
PORTLAND, ME 04102

KILMARTIN JOSEPH S
394 DANFORTH ST
PORTLAND, ME 04102

KRUK DEBORAH J
370 DANFORTH ST
PORTLAND, ME 04102

LAWRENCE PETER W
5 BOND ST
PORTLAND, ME 04102

LOCKER KATHLEEN M
8 BOND ST
PORTLAND, ME 04102

MAINE CENTRAL RAILROAD CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

MAINE CENTRAL RAILROAD CO %
GUILFORD TRANSPORTATION IND
402 AMHERST ST STE 300
NASHUA, NH 03063

MCCAIN S MARK
31 MILL ST
YARMOUTH, ME 04096

MCDONOUGH MABEL M BLIND
342 DANFORTH ST
PORTLAND, ME 04102

MCFARLAND BARBARA A
358 DANFORTH ST
PORTLAND, ME 04102

MCFARLANE WILLIAM & CONSTANCE
BLOOMFIELD JTS
380 DANFORTH ST
PORTLAND, ME 04102

MILLER SARA C
96 SALEM ST
PORTLAND, ME 04103

MOBERG GEORGE R KW VET &
ELIZABETH J OR SURV
346 DANFORTH ST
PORTLAND, ME 04102

MOORE JONETHAN P & SUSAN L
RIVARD JTS
265 YORK ST
PORTLAND, ME 04102

MULHERN DECKLIN
89 SALEM ST
PORTLAND, ME 04102

NOONAN MARY RITA
31 BRACKETT ST
PORTLAND, ME 04102

NOONAN SUSAN JANE
362 DANFORTH ST
PORTLAND, ME 04102

OUELLETTE MICHAEL ANTHONY &
JULIE A OUELLETTE JTS
414 DANFORTH ST
PORTLAND, ME 04102

ASE BELINDA E
90 SALEM ST
PORTLAND, ME 04102

PHILLIPS MEGHAN & JAMES PHILLIPS
JTS
24 BRACKETT ST # 4
PORTLAND, ME 04102

POLLARD JOCELYN WID WWII VET &
JESSICA LANTOS TRUSTEES
320 DANFORTH ST
PORTLAND, ME 04102

PORTLAND GAS LIGHT CO
6 LIBERTY LANE WEST
HAMPTON, NH 03842

PORTLAND GAS LIGHT CO
6 LIBERTY LN WEST
HAMPTON, NH 03842

PORTLAND HOUSING AUTHORITY
14 BAXTER BLVD
PORTLAND, ME 04101

PORTLAND TERMINAL CO
IRON HORSE PARK
NORTH BILLERICA, MA 01862

PORTLAND TERMINAL CO LESSEE
IRON HORSE PARK
NORTH BILLERICA, MA 01862

RENWICK ROBERT R & IVAN P JENNY
JTS
18 SUMMER ST
PORTLAND, ME 04102

ROBERTSON SONIA B
336 DANFORTH ST
PORTLAND, ME 04102

SATALOFF JOANNE S
9 BIRCH KNOLLS
CAPE ELIZABETH, ME 04107

SCLOVE CHAD W
259 YORK ST # 2
PORTLAND, ME 04102

SHAW MARJORIE
400 DANFORTH ST
PORTLAND, ME 04102

SHAW MARJORIE R
400 DANFORTH ST
PORTLAND, ME 04102

SHELLABARGER SCOTT
1 ORANGE ST
PORTLAND, ME 04102

SHELTON PAMELA WAKEFIELD
225 YORK ST # 1
PORTLAND, ME 04102

SMALL STEPHEN R & KATHLEEN M
KEANE JTS
15 SUMMER ST
PORTLAND, ME 04102

SNELL MICHAEL D
259 YORK ST # 1
PORTLAND, ME 04102

SOLA CHRISTOPHER L & ELIZABETH A
SOLA JTS
615 7TH AVE SW
ROCHESTER, MN 55902

STATE
AUGUSTA, ME 04333

STATE OF MAINE
STATE HOUSE STATION 16
AUGUSTA, ME 04333

STATE OF MAINE DEPT OF TRANS
2 CHILD ST
AUGUSTA, ME 04333

STONE MICHAEL P
116 SALEM ST
PORTLAND, ME 04102

TALBOT DENISE A
51 SUMMER ST
PORTLAND, ME 04102

THORNTON PATRICK D
225 YORK ST # 2
PORTLAND, ME 04102

TOWLE DEBORAH J
100 SALEM ST
PORTLAND, ME 04102

TROUT MARGOT S
RR 3 BOX 88
GREAT BARRINGTON, MA 01230

TURGEON STEPHEN
11 SOUTH ORLEANS ST
MEMPHIS, TN 38103

Alan Fishman
Fishman Realty
470 Forest Ave., Suite 203
Portland, ME 04101-2009

Anne Weigel
92 Hamblet Avenue
Portland, ME 04103

Anthony Donovan
27 Riverview Street
Portland, ME 04102

Barb Wood
125 Emery Street
Portland, ME 04102

Brian Bisema
400 Trade Center, Suite 400
Woburn, MA 01801

Chris Castelsky
Fairpoint Communications
521 East Morehead Street
Charlotte, NC 28202

David Nowlin
215 Oxford Street
Portland, ME 04102

Dawn Carrigan, Principal
Longfellow School
432 Stevens Avenue
Portland, ME 04101

Deb Keenan
28 Dorothy Street
Portland, ME 04103

Devon and Pamela Platte
26 North Street, #3
Portland, ME 04101

Edward Suslovic
District 3
46 Kenwood St.
Portland, Me 04103

Ethan Strimling
211 Spring Street
Portland, ME 04102

Frank Schoenthaler
Coldwell Broker
1601 Trapelo Rd., Suite 24
Waltham, MA 02451

Greater Portland Council of Governments
68 Marginal Way
Portland, ME 04101

Henry Leclair
209 Range Road
Windham, ME 03087

Janice Carpenter
9 West Commonwealth Drive
Portland, ME 04103

Jennifer Yeaton
City of Portland
389 Congress Street
Portland, ME 04101

Jesse Thompson, RA, LEED AP
Kaplan Thompson Architects
424 Fore Street
Portland, ME 04101

John Leavitt
NE Regional Council of Carpenters
68 Bishop Street, Unit 1
Portland, ME 04103

Kerry Anderson
5 Frederick Thompson Drive
Scarborough, ME 04074

Len Anderson
543 Allen Avenue
Portland, ME 04103

Liz Holton
18 Victoria Street
Portland, ME 04103

Lynn Clarkson
145 Marlborough Road
Portland, ME 04103

Marc Foster
29 Taylor Street, #1
Portland, ME 04102

Mary Griffith
6 E. Promenade, Unit #2
Portland, ME 04101

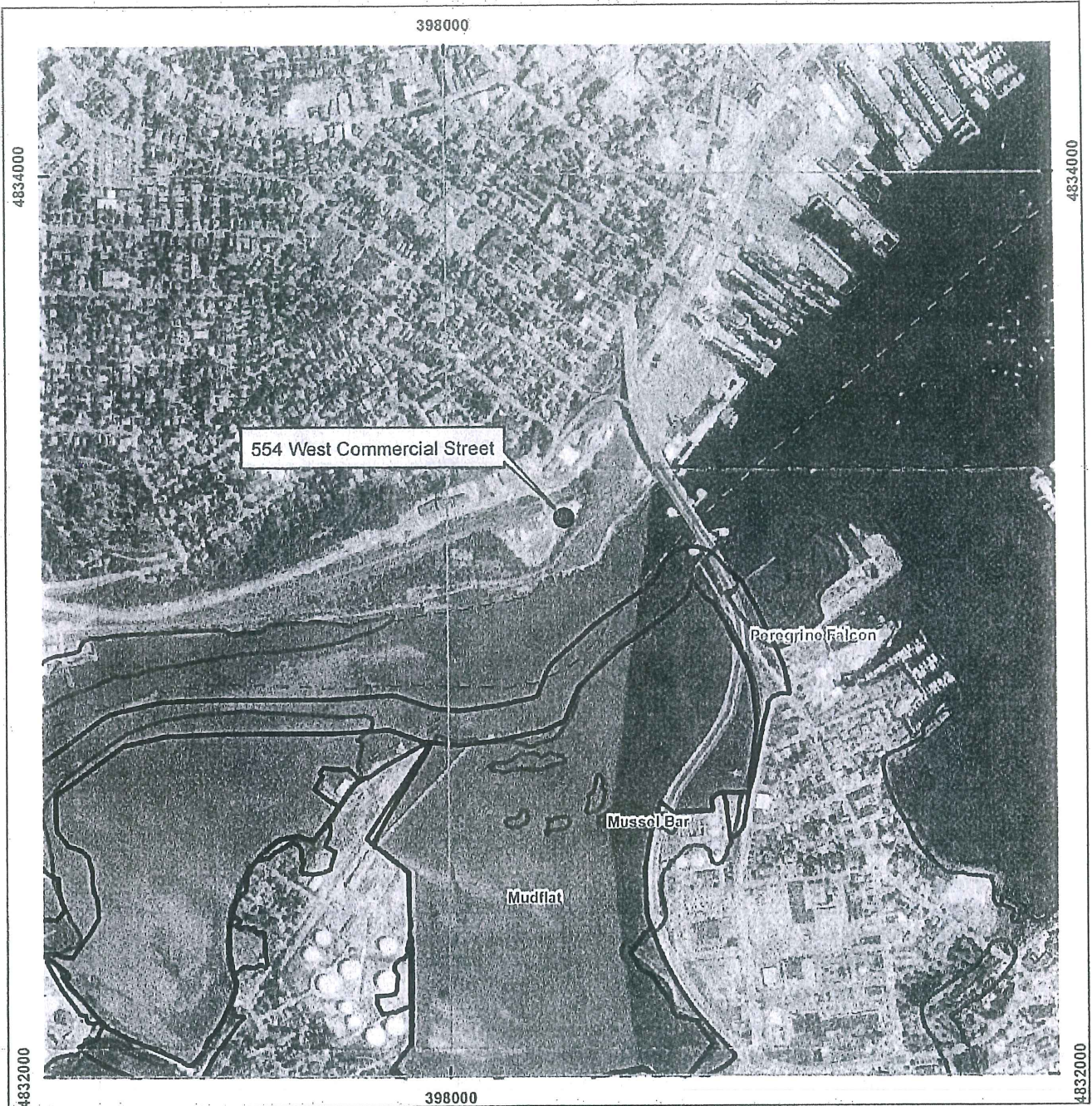
Michael Pizzo
88 Christy Road
Portland, ME 04103

Nancy Bartlett
PO Box 7965
Portland, ME 04112

Tom Burnside
44 Lester Drive
Portland, ME 04103

Paul Dubois
Kimberly Dubois
1915 Congress Street
Portland, Me 04102

Paul Leblond
55 Stevens Avenue
Portland, ME 04102



Maine Department of Inland Fisheries and Wildlife

Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: 554 West Commercial Street

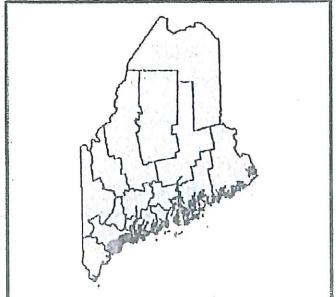


Projection: UTM, NAD83, Zone 19N

Date: 4/10/2012

Legend

- Project Site
- Towns 1:24K
- ▭ Shorebird Areas
- ▭ Tidal Waterfowl/Wading Bird
- ▭ Environmental Review Polygons
- ▭ Special Concern-occupied habitats(100ft buffer)



T-19



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Ecological Services
Maine Field Office
17 Godfrey Drive, Suite 2
Orono, Maine 04473
207/866-3344 Fax: 207/866-3351

May 24, 2012

Stephen Bushey
DeLUCA-HOFFMAN ASSOCIATES, INC.
Consulting Engineers
778 Main Street, Suite 8
South Portland, Maine 04106

Dear Mr. Bushey:

Thank you for your letter dated April 5, 2012 requesting information or recommendations from the U.S. Fish and Wildlife Service. This letter provides the Service's response pursuant to section 7 of the Endangered Species Act (ESA), as amended (16 U.S.C. 1531-1543), Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d, 54 Stat. 250) and the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667d).

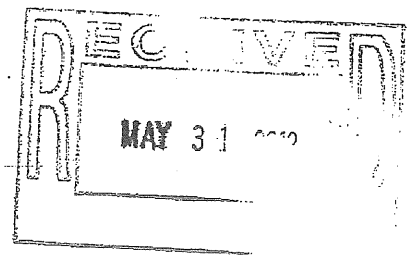
Project Name/Location: **Proposed Commercial Development at 554 West Commercial Street, Portland, Maine**

Log Number: **05E1ME00-2012-SL-0127**

Federally listed species

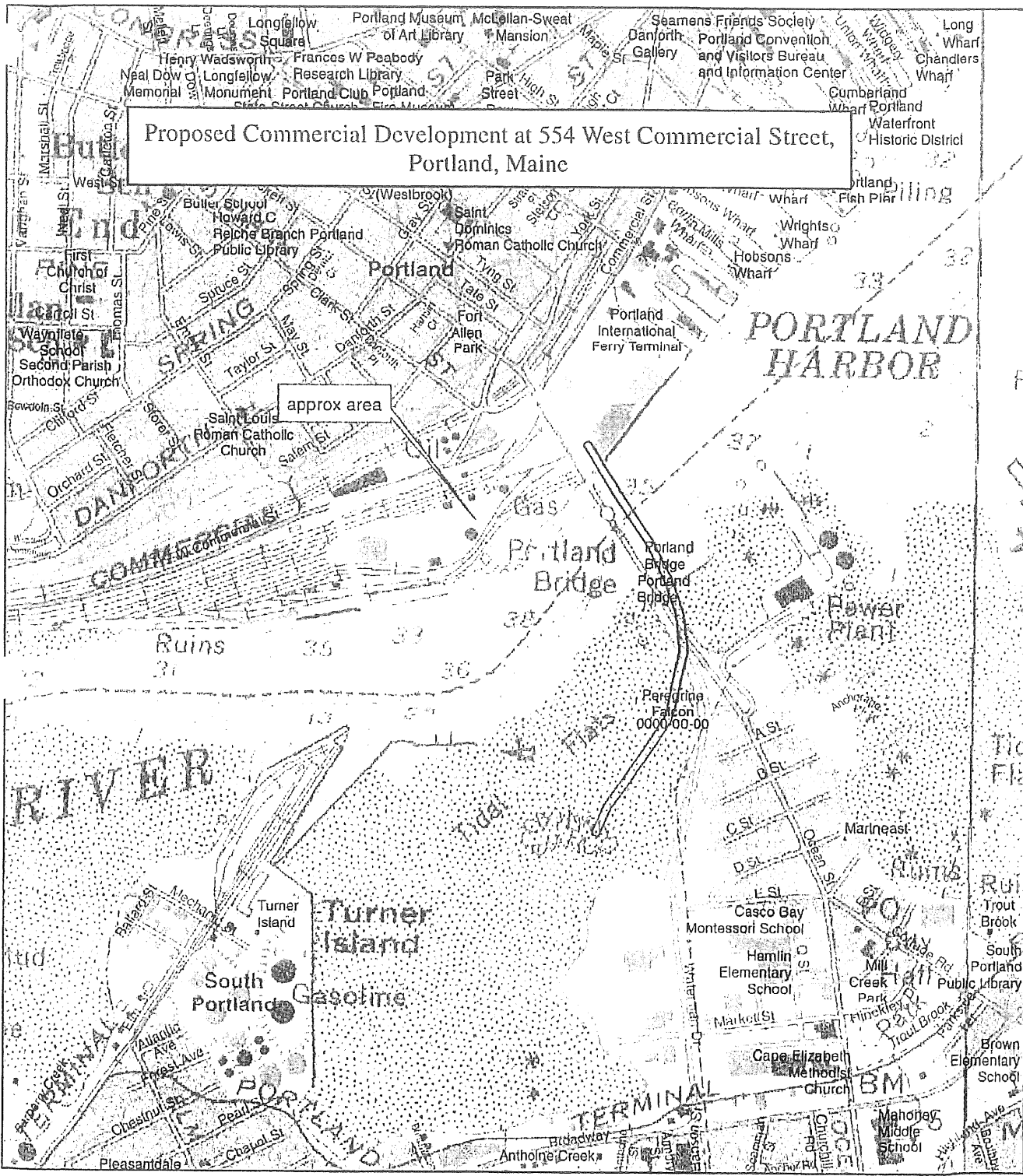
Based on the information currently available to us, no federally threatened or endangered species under the jurisdiction of the Service are known to occur in the project area. Accordingly, no further action is required under section 7 of the ESA, unless: (1) new information reveals impacts of this identified action that may affect listed species or critical habitat in a manner not previously considered; (2) this action is subsequently modified in a manner that was not considered in this review; or (3) a new species is listed or critical habitat determined that may be affected by the identified action.

We have not reviewed this project for state-threatened and endangered wildlife, wildlife species of special concern, and significant wildlife habitats protected under the Maine Natural Resources Protection Act. I recommend that you contact the Maine Department of Inland Fisheries and Wildlife:

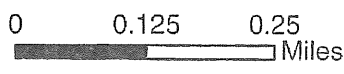
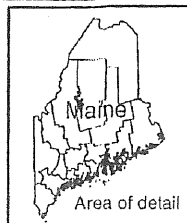
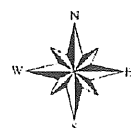


T.20

Proposed Commercial Development at 554 West Commercial Street, Portland, Maine



LEGEND
 ETSC-Endangered, Threatened, Special Concern 5-2011





FIRE RISK MANAGEMENT, INC

1 Front St., Bath, ME 04530
 207/442-7200 [-7272 (fax)]
 FRM@fireriskmgmt.com

Date: 12 December, 2012

Memo Report

From: W. Mark Cummings, P.E.
To: Mr. Steve Bushey, Deluca-Hoffman Associates, Inc.
CC:
Subject: **Fire Protection Review of Site Plans, ICW The Canal Landing Boatyard**

As requested, Fire Risk Management, Inc. (FRM) reviewed the information you provided with regards to the overall site plan for the new Canal Landing Boatyard in Portland, ME. The focus for this review was to evaluate the fire protection features of the general layout for the development to ensure that all State and Municipal codes, regulations, and ordinances are adequately addressed.

The primary codes and regulations used as reference for this review included;

1. The City of Portland Code of Ordinances; primarily Chapter 10, *Fire Prevention and Protection*,
2. City of Portland Technical Manual, Section 3 – Public Safety,
3. City of Portland Fire Department Rules and Regulations, and
4. The National Fire Protection Association's (NFPA's) Codes and Standards, including;
 - a. NFPA 1 - The Fire Code®
 - b. NFPA 58 – The Liquid Petroleum Gas Code®, and
 - c. NFPA 303 – Fire Protection Standard for Marinas and Boatyards

This use NFPA 58 was primarily due to the proximity of the LPG facility and to ensure that proper separation distances were maintained with all new structures and public ways.

For this review, the primary areas of interest are to ensure that an adequate water supply will be available, including location and spacing of the new fire hydrants, and that proper access to the various structures by firefighting equipment will be provided.

No data from the Portland Water District (PWD) were provided that indicated the capabilities of the Municipal water supply system in the vicinity of the site for the boatyard. However, its ability to meet the water flow requirements for this facility as outlined by NFPA 1, Ch. 18, will need to be verified.

Two buildings and several piers are shown as being located on the Site. Given the planned materials of construction for the two buildings shown on the Site Plan, it is assumed that they will generally consist of Type II construction for the Operations building and Type V for the Storage and Repair building. However, if the locations for these building are to remain as is currently depicted on the Site Plan, whereby the buildings are effectively attached to one another, for code review purposes, they would effectively be considered as a single building, since there is no separation provided. In such an instance, the more stringent requirements would typically be used. In this instance, that would require using the fire flow requirements for a Type 5 building that includes approximately 55,000 ft² of floor area. When using the requirements of Table 18.4.5.1.2 in NFPA 1, the resulting fire flow would be 6,250 gpm for a duration of four (4) hours.

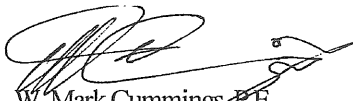
Given the size of the buildings, whether evaluated separately or as a single structure, the codes (NFPA 1 & NFPA 303) would require that this facility (both buildings) be provided with an automatic fire sprinkler system. When a sprinkler system(s) is installed, the fire flow value can be reduced by 75%; which results in a total fire flow of 1562 gpm. On previous projects in the near vicinity of the proposed boatyard site, the hydrant flow test data provided by the PWD indicated that the 12" supply main serving

Finally, a review was performed regarding the location of an adjacent LPG facility that includes the storage of LPG in large tanks; the NGL-NE site. The separation requirements for these storage tanks for the nearest public way that are included within NFPA 1 simply "mirror" those of NFPA 58. Based on the requirements outlined in these codes, coupled with the data provided regarding the specific storage volumes of the various (above ground) storage tanks, these LPG tanks must remain at least 75 ft from any building or the property line for this facility. Based on the Site Plan, it appears that adequate separation distances from the adjacent property lines and any public way is provided. The location of this industrial site to the proposed development does not present any code issues, albeit it must be cautioned that this facility should not be isolated from the existing hydrant that is located near the southeast corner of the NGL-NE property.

In addition to the above code requirements that affect the overall site plan, numerous other fire protection requirements exist for boatyard that will need to be accommodated, but are more a function of the administration and operation of the boatyard. Examples of these include:

1. Ladders that are sufficient to reach the deck of all boats stored will need to be readily accessible.
2. All portable fuel tanks must be removed from boats prior to their being located inside a building.
3. Installed fuel tanks should be at least 95% full prior to a boat being moved inside a building.
4. The use of portable heating units in a storage/repair facility is only allowed when personnel are present.
5. Equipment must be readily available to remove boats from any building where they are stored or being repaired.

Other requirements exist and a thorough review of NFPA 303 should be performed to ensure that all fire safety measures are properly being implemented. Should there be any questions regarding this assessment and the recommendations contained herein, please do not hesitate to contact me.



W. Mark Cummings, P.E.
Principal Engineer



A. 1

FAY, SPOFFORD &
THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896
www.fstinc.com

September 23, 2013

Ms. Barbara Barhydt
Development Review Services Manager
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: Canal Landing New Yard – Phase 1
40 West Commercial Street
Applicant: New Yard, LLC
Amended Site Plan Application

Dear Barbara:

On behalf of New Yard, LLC (New Yard), we are pleased to provide the accompanying Amended Site Plan Application for their proposed activities at the Canal Landing site. New Yard LLC is proposing an Amended Site Plan that will allow them to move forward with an amended building layout, which modifies the plans originally reviewed and approved by the Planning Board in December 2012. As we discussed with the staff and Planning Board during our most recent appearance before you, the West Commercial Street property is currently under consideration for expansion activities related to the International Marine Terminal (IMT). For this reason, New Yard must now consider a realignment of their initial development plans to shift one or more proposed buildings towards the westerly side of their property. As we presented, and were approved for several weeks ago, New Yard proposes to complete the following Phase 1A activities in the upcoming weeks:

- Grassing cutting and general site cleanup;
- Select brush and tree removal with observance of the tree save plan originally approved;
- Processing of salvaged concrete that will be crushed and reinforcement removed for general use as inert site fill. This quantity of material is generally less than 3,000 CY;
- Placement of a small portable temporary construction trailer with power service;
- Pile removal and/or cutting at the mud line within most of the remnant pier limits across the site waterfront. The piles will likely be stockpiled on the site for future reuse, or disposed of if unsuitable for reuse;

Ms. Barbara Barhydt
September 23, 2013
Page 2

- Ground stabilization and restoration to the existing shorefront granite revetment west of the Unitil frontage. Numerous granite blocks need to be reset along the top of the wall and ground area behind the wall that has been eroded due to ongoing water exposure will be repaired. The plan includes minor subgrade preparation behind the wall and the placement of geotextile material followed by the restoration of granular backfill to the top of wall grade; and
- Installation of the westerly boat ramp and floats for vessel staging and extraction. This will include CIP or precast planks and slope stabilization in the vicinity of the ramp and pile reuse or replacement.

In addition, the following will continue to occur:

- New Yard will continue to use the existing shared easterly entrance off Commercial Street for site access;
- Energy East/NGL will continue to operate the existing propane distribution facility and access drive opposite Beach Street;
- Pan Am will continue to use the tracks into the Energy East/NGL site; and
- Unitil will continue remediation activities on their lands, including box waste removal and granular fill placement.

As has widely been reported, New Yard is currently cooperating with State officials for the planning of the IMT expansion, specifically including future rail access into the IMT as well as future large scale building development supporting IMT operations. These activities are largely anticipated to occur within the most easterly 15 to 18 acres of the property now under control by New Yard. Consequently, the New Yard operations will ultimately move westerly along the waterfront. Specific planning and layout for the Boat yard has yet to be worked through; however, New Yard does have the opportunity to construct an initial building(s) within an approximately 3 to 4 acre area on the far westerly side of the property now controlled by New Yard. This area has been confirmed by DOT officials as beyond any IMT expansion area now contemplated. Portland Terminal Co. (Pan Am Railways) continues to own land further west. It is contemplated that New Yard, Pan Am and the Maine Department of Transportation will collectively reach an agreement for the transfer of additional property and realignment of New Yard operations towards the west, thus allowing the IMT expansion to be realized. When these property agreements are in place, New Yard expects to submit new plans and applications for a Master Plan and phased development reaching further west. However, for this current amendment submission New Yard is only seeking approval to realign building locations on their property in order avoid activities with the prospective IMT expansion area.

Ms. Barbara Barhydt
September 23, 2013
Page 3

Work not currently contemplated until more definitive direction on the IMT expansion is determined includes the following activities:

- No significant earthmoving activities except for surface grading and leveling on the westerly end of the site;
- No permanent underground utilities will be installed within the east side of the site; limited utilities including water and power will be delivered into the new building pad areas;
- No permanent buildings will be constructed on the easterly end of the site;
- The permanent boat yard surface will not be placed on the easterly side of the property;
- The travel lift basin will not be constructed; and
- The easterly boat ramp will not be constructed.

New Yard's current objective is to install a 120' x 160' tension fabric or prefabricated metal building just to the east side of the existing concrete pad, located at the west side of the site. The concrete pad was formerly a clay storage site, thus it is hoped that the pad can be beneficially reused for a second building in the future. The tension building will have a metal framework supported by a concrete foundation. The structure will have a clear height of nearly 47'-10". Building drawings accompany this submission. The proposed building will be unheated and contain a dry sprinkler system for fire protection. Multiple overhead doors and man doors will be provided around the building perimeter. The building is primarily for temporary vessel maintenance and storage. The interior floor area will consist of a gravel surface that will be pitched from west to east. The intent is to allow the proposed floor to transition at grade with the existing concrete slab, located adjacent the building location. Utilities to be extended into the building include only a 6" water main for the sprinkler system and power and communications lines to be extended off Commercial Street. The building will not have any domestic plumbing nor will it have bathroom facilities.

The accompanying site plans illustrate the scope of work now currently contemplated. For ease of review will have limited the submission materials to simply the plan view drawings as we will continue to rely on the approved details and related supporting documents. Items currently under construction include Phase 1A activities. New Yard is now seeking an Amended Site Plan for their building location, in order to allow new building construction to proceed expediently. New Yard has a building scheduled for delivery in October so they are hopeful that Planning Board approval can be granted in October in order to allow building construction to begin shortly thereafter.

We appreciate the Planning Authority's consideration on these matters and look forward to meeting with the Planning Board once again. New Yard is anxious to move ahead but recognizes that it is essential to provide solutions for the IMT expansion and the rail extension into the IMT.

FAY, SPOFFORD & THORNDIKE

Ms. Barbara Barhydt
September 23, 2013
Page 4

If you have any questions or require any additional information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE, LLC



Stephen Bushey, P.E., C.P.E.S.C.
Senior Engineer

SRB/smk

Enclosures: Amended Site Plans

c: Bill Needelman, City Planning
Phin Sprague, New Yard LLC
Bob Flight, New Yard LLC
Peter Plumb, Murray, Plumb and Murray



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland’s Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City’s Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City’s web site at <http://www.portlandmaine.gov/planning/default.asp>

<p>Planning Division Fourth Floor, City Hall 389 Congress Street (207) 874-8721 or 874-8719</p>	<p>Office Hours Monday thru Friday 8:00 a.m. – 4:30 p.m.</p>
--	---

PROJECT NAME: Canal Landing/New Yard LLC

PROPOSED DEVELOPMENT ADDRESS:

40 West Commercial Street, Portland, Maine 04101

PROJECT DESCRIPTION:

Phased redevelopment of former industrial site into a boat and ship repair and maintenance facility and related mix-use activities. Current submission is for amended building locations.

CHART/BLOCK/LOT: <u>59-A - 5,6,9,10</u> <u>59-A-2</u> <u>59-A-1, 3, 4, 7, 8, 11, 12</u>	PRELIMINARY PLAN <u>July 2012 (date)</u> FINAL PLAN <u>December 2012 (date)</u>
---	--

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: New Yard, LLC Business Name, if applicable: Address: 58 Fore Street City/State : Portland, ME Zip Code: 04101	Applicant Contact Information Work # 207-774-1067 Home# Cell # Fax# 207-774-7035 e-mail: www.portlandyacht.com
Owner – (if different from Applicant) Name: Northern Utilities, Inc. d/b/a Unitil and New Yard, LLC Address: 6 Liberty Lane West/58 Fore Street City/State : Portland, ME Zip Code: 04101	Owner Contact Information Work # 603-773-6459 Home# Cell # Fax# e-mail:
Agent/ Representative Name: Stephen R. Bushey, P.E./FST, LLC Address: 778 Main Street, Suite 8 City/State : Portland, ME Zip Code: 04106	Agent/Representative Contact information Work # 207-775-1121 Cell # 207-756-9359 e-mail: sbushey@fstinc.com
Billing Information Name: c/o Portland Yacht Services Address: 58 Fore Street City/State : Portland, ME Zip Code: 04101	Billing Information Work # 207-774-1067 Cell # Fax# 207-774-7035 e-mail:

<p>Engineer</p> <p>Name: FST, LLC</p> <p>Address: 778 Main Street, Suite 8</p> <p>City/State :So. Portland, ME Zip Code: 04106</p>	<p>Engineer Contact Information</p> <p>Work # 207-775-1121</p> <p>Cell # 207-756-9359 Fax# 207-879-0896</p> <p>e-mail: sbushey@fstinc.com</p>
<p>Surveyor</p> <p>Name: Owen Haskell Inc.</p> <p>Address: 390 US Route 1, Unit 10</p> <p>City/State : Falmouth, ME Zip Code: 04105</p>	<p>Surveyor Contact Information</p> <p>Work # 207-774-0424</p> <p>Cell # Fax# 207-774-0511</p> <p>e-mail: jswan@owenhaskell.com</p>
<p>Architect</p> <p>Name: TFH Architects</p> <p>Address: 80 Middle Street</p> <p>City/State : Portland, ME Zip Code: 04101</p>	<p>Architect Contact Information</p> <p>Work # 207-775-6141</p> <p>Cell # Fax# 207-773-0194</p> <p>e-mail:</p>
<p>Attorney</p> <p>Murray, Plumb and Murray</p> <p>Name: Peter Plumb, Esq.</p> <p>Address: 75 Pearl Street, Suite 300</p> <p>City/State : Portland, ME Zip Code: 04101</p>	<p>Attorney Contact Information</p> <p>Work # 207-773-5651</p> <p>Cell # Fax# 207-773-8023</p> <p>e-mail: pplumb@mpmlaw.com</p>

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews)</p> <p><input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00)</p> <p><input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000)</p> <p><input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000)</p> <p><input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000)</p> <p><input type="checkbox"/> over 300,000 sq. ft. (\$5,000)</p> <p><input type="checkbox"/> Parking lots over 11 spaces (\$1,000)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p> <p>Plan Amendments (check applicable reviews)</p> <p><input type="checkbox"/> Planning Staff Review (\$250)</p> <p><input checked="" type="checkbox"/> Planning Board Review (\$500)</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.</p>	<p>Other Reviews (check applicable reviews)</p> <p><input type="checkbox"/> Traffic Movement (\$1,000)</p> <p><input type="checkbox"/> Stormwater Quality (\$250)</p> <p><input type="checkbox"/> Subdivisions (\$500 + \$25/lot)</p> <p># of Lots ___ x \$25/lot = _____</p> <p><input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot)</p> <p># of Lots ___ x \$200/lot = _____</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Change of Use</p> <p><input type="checkbox"/> Flood Plain</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Design Review</p> <p><input type="checkbox"/> Housing Replacement</p> <p><input type="checkbox"/> Historic Preservation</p>
---	---

APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

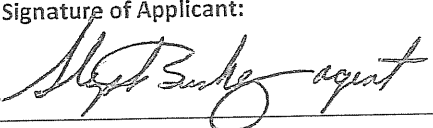
Refer to the application checklist for a detailed list of submission requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

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

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 9/23/13
--	------------------

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	22.5 ac. sq. ft.
Proposed Total Disturbed Area of the Site	Phase 1A & 1B - 100,000 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	287,704 sq. ft.
Impervious Area (Total Proposed)	255,598 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	41,617 sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	41,617 sq. ft.
Zoning	
Existing	WPDZ
Proposed, if applicable	Same
Land Use	
Existing	LP Gas Distribution (to remain)
Proposed	Boat Maintenance Facility
Residential, if applicable	
N/A	
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	
N/A	
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	
Unspecified parking for up to 50 outside employees	
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	
# of Handicapped Spaces (Total Proposed)	
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	Waiver Requested
Estimated Cost of Project	\$1 - 2 Million

B.1



FAY, SPOFFORD & THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896
www.fstine.com

October 13, 2013

Building Inspections Office
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509
ATTN: Marge Schmuckal

Subject: Permit # 201302298
Canal Landing New Yard – Phase 1
40 West Commercial Street
Applicant: New Yard, LLC
Height information and Flood Hazard Development Permit Application for New Tension Fabric Structure

Dear Marge:

We have received your email transmission dated 10/10/2013 related to a request for additional building height information as well as the flood hazard development permit application for the proposed tension fabric structure at the New Yard, 40 West Commercial Street. Regarding the additional information related to the building height and compliance with the WPDZ code requirements we offer the following evidence:

1. The proposed building will be installed on a cast in place concrete foundation wall with a top elevation at 15.0' (NGVD29). The building eave dimensional height is 20'-3 1/2" (20.29') and the clear dimensional height is 47'-10 5/16" (47.86'). From top of foundation to roof peak the estimated overall dimensional height is approximately 49'.
2. In accordance with Section 14-47 of the Code of Ordinances the overall building height is defined as the vertical measurement to a midway point between the level of the eaves and the highest point of pitched roofs. For the proposed building this is measured as follows:

Step 1 Find midway point between eave height and top of structure or
 $49.0' - 20.29' = 28.71'$ divided by 2
 $= 14.36'$

Step 2 midway point dimensional height above top of foundation
 $= 20.29' + 14.36' = 34.65'$ (or elevation 49.65')

FAY, SPOFFORD & THORNDIKE

Building Inspections Office
 October 13, 2013
 Page 2

Step 3 Compute building height over average existing ground grade around building perimeter. In accordance with Section 14-47 of the Code of Ordinances the Average exterior grade around the building perimeter is computed to be approximately elevation 13.3' (see attached plan). The overall building height is measured as follows:

Average ground grade = elevation 13.3'
 Elevation at midway point of pitched roof = elevation 49.65'
Building height is computed as $49.65' - 13.3' = 36.35'$

Conclusion: The dimensional building height as defined for pitched roofs is computed to be approximately 36.35' which is less than the maximum allowable building height in the WPDZ which is 45.0' therefore the proposed building is compliant. The accompanying figure 1 depicts the dimensional measurements and elevations used for these computations.

3. In accordance with Section 14-320.2 (e)1.e, the overall building height above mean sea level is computed as follows:

Step 1 Foundation wall height will be set at elevation 15.0'
 Step 2 Overall building dimensional height is approximately 49'
 Step 3 Top of building elevation = $15' + 49' = 64'$

Conclusion: The top of the proposed building will be at elevation 64.0' (NGVD29) which is less than the maximum allowable of Elevation 65.0' above mean sea level.

With respect to the Flood Hazard Development Permit application we have completed the forms and include the following information as it appears to be required on Page 3 of the application for the proposed building.

Site Plan

1. **show property boundaries, floodway and floodplain lines** – the previously submitted existing conditions plan for the boat ramp was annotated to identify the limits of the elevation 10.0 ft. (NGVD29) floodplain limit based on an on the ground survey.
2. **Show dimensions of the lot** – See previously submitted Existing conditions Plan
3. **Show dimensions and location of existing and/or proposed development on the site** – The accompanying proposed Grading and Drainage plan depicts the proposed development and it has been annotated to clarify the proposed building floor elevations. Generally speaking the east side overhead door entrance will be at elevation 13.0' (NGVD29). The building floor will consist of a gravel surface which will be sloped from

FAY, SPOFFORD & THORNDIKE

Building Inspections Office
October 13, 2013
Page 3

west to east. The westerly floor grade will be approximately elevation 15.0'. No portion of the building floor will be less than elevation 13.0' thus meeting the minimum floor grade of elevation 12.0'.

- 4. **For new construction also include existing grade elevations done by a Professional Land surveyor or Engineer** – the accompanying plans have been prepared by Owen Haskell Inc. and Fay, Spofford & Thorndike, Inc., professional land surveyors and engineers respectively.
- 5. **For New Construction attach statement describing in detail how each applicable development standard in Article VI will be met** – See as follows:

In accordance with Section 14-450.8 of the Code of Ordinances:

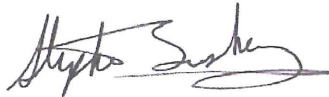
- (a) 1. Standard is met as the proposed project has been designed to include an engineered cast in place concrete foundation system.
- 2. The standard is met as the proposed building will be constructed on cast in place and precast concrete materials.
- 3. The proposed ramp and float systems have been designed by Licensed Professional Engineers and have been designed to prevent flood damage based on alignment and placement.
- 4. This standard is not applicable.

- (f) 1. The proposed building has been set at least two (2) feet above the base flood elevation of 10.0'

Based on this accompanying information we trust that you can complete the processing of the proposed building permit and foundation permit as well as the Flood Hazard Development Permit application. If you have any questions or require any additional information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE, LLC



Stephen Bushey, P.E., C.P.E.S.C.
Senior Engineer

SRB/smk

Enclosures: Amended Site Plans

c: Bill Needelman, City Planning

B.4

FAY, SPOFFORD & THORNDIKE

Building Inspections Office

October 13, 2013

Page 4

Phin Sprague, New Yard, LLC
Bob Flight, New Yard, LLC
Peter Plumb, Murray, Plumb and Murray

R:\3091.02-Canal Landing-Amended Site Plans\Admin\Permitting\Commercial Building application\3091.02 2013.10.13-Height and Flood Hazard Development permit Cover.doc

AH.C.1



FAY, SPOFFORD &
THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896
www.fstinc.com

October 15, 2013

Mr. William Needelman, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

**Subject: Canal Landing New Yard – Phase 1
40 West Commercial Street
Applicant: New Yard, LLC
Amended Site Plan Application- Responses to staff and peer review comments**

Dear Bill:

On behalf of New Yard, LLC (New Yard), we are responding to your email transmission dated October 10, 2013 that contained staff review comments related to the Amended Site Plan application. Specifically, you have requested an update to the proposed landscape plan as well as information pertaining to the Fire Safety compliance review. The peer review engineer also has requested additional information on Stormwater management. We offer the following for each of these informational requests.

Landscape Plan

New Yard is currently proposing a very limited scope of Landscape enhancement for the property based on the uncertainty of future development activity associated with the IMT expansion, new rail service corridor and related future Boat Yard programming. As it stands under the current amended development proposal, New Yard is proposing to clear approximately 4 acres of existing ground area within the westerly end of the current property limits. This cleared area is necessary to facilitate the placement of the proposed tension fabric structures as well as to create approximately 3 acres of boat yard operations and maintenance area. This area represents a substantial reduction of the area to be originally approved for use out of the approximately 22.98 acres that New Yard currently controls. This area is considered to be the minimum area necessary to meet the initial boat yard needs, while also avoiding construction within areas that are likely to otherwise become redeveloped as the IMT expansion program becomes better defined through design, permitting and construction. In addition, New Yard is anticipating that their complete development program is also likely to expand further west. The planning effort is currently reliant on prospective agreements between the involved parties, including New Yard, Pan Am Railways and the Maine Department of Transportation. Once

FAY, SPOFFORD & THORNDIKE

Mr. William Needelman
October 15, 2013
Page 2

New Yard is able to provide adequate right, title and interest to additional westerly land they fully expect to once again file permits with the City of Portland and related regulatory bodies for a Master Planned development that will include a well-defined landscape plan for their entire development area. In the meantime, New Yard is seeking cooperation from the City to simply pursue a modest vegetation management plan based on some tree and vegetation preservation. The accompanying plan outlines these tree and vegetation preservation limits. During upcoming permitting for a revised New Yard proposal to the west we intend to provide a more fully developed landscape plan by Mohr & Seredin. Meanwhile we are amenable to a condition of approval that may relate to future landscape needs as both the IMT and New Yard projects become fully defined and planned.

Fire Safety Compliance

As part of the original project review and approval, New Yard retained Fire Risk Management, Inc. to complete a Fire Protection review of the site plans. FST, Inc has reviewed this information with respect to the current modified development layout and we offer the following information.

1. The proposed tension fabric structures are similar to the proposed Storage and Repair building identified in the original development plans thus are considered Type V structures.
2. In accordance with NFPA 1 and NFPA 303 the buildings will be provided with an automatic fire sprinkler system. Per design calculations provided by Advanced Fire Protection Services, LLC, the proposed dry system will provide a System Demand at the base of the riser of 1,062 GPM at 94 psi.
3. In accordance with NFPA 1 we have provided a hydrant at the proposed boat ramp. This hydrant location will be within approximately 160 feet of the buildings fire department connections. NFPA 1 requires a hydrant must be located within 100 feet of the building fire department connections (and at least 40 ft. away from the buildings), so we have modified the plan to include an additional hydrant to meet this requirement. The accompanying Figure 1 depicts the additional hydrant location. The final plans to be submitted as part of the Performance Guarantee will include this additional hydrant.
4. NFPA 1 requires that any portion of a building can be no more than 450 ft. from an access road, when the facility is fully protected by an automatic sprinkler system. This requirement is met with the proposed layout. NFPA 1 also requires that at least one exterior door for each building be within 50 ft. of an access roadway. This too is also met.
5. Other code requirements associated with the site access that New Yard intends to comply with include:

FAY, SPOFFORD & THORNDIKE

Mr. William Needelman

October 15, 2013

Page 3

- a. If the site is to be "gated", a knock box (or equivalent) will be required to support FD access.
 - b. All access road shall be a minimum of 20 ft. in width.
 - c. A minimum of 9 ft. n vertical clearance shall be provided over all access roads.
 - d. All access roads must be capable of supporting the fire apparatus.
 - e. Any Dead-end access road in excess of 150 ft. must be provided with an adequate turnaround.
 - f. To ensure that access roads remain clear, the AHJ may require that all fire access roads be "marked" to clearly show their location.
 - g. A minimum of at least two sides of all buildings must be accessible to fire apparatus.
 - h. Access must be provided to within 150 ft. of all boats stored on site.
6. Additional code requirements regarding the locations for portable fire extinguishers that New Yard intends to comply with include:
- a. Within 25 ft. of the pier/land intersection for all piers.
 - b. Ensure that the maximum travel distance to a fire extinguisher does not exceed 75 ft.
 - c. If a fueling station is to be provided, additional portable extinguishers will need to be provided within 100 ft. of the facility, with additional review under NFPA 30A.
7. In accordance with NFPA 58 related to the nearby LPG storage facility we submit that the separation distance between the existing 60,000 gal. tank on the NGL site and the proposed tension fabric structure is approximately 115 ft. which exceeds the minimum separation distance of 75 ft.
8. New Yard also intends to comply with the additional following code requirements:
- a. Ladders that are sufficient to reach the deck of all boats stored will need to be readily accessible.
 - b. All portable fuel tanks must be removed from boats prior to their being located inside a building.
 - c. Installed fuel tanks should be at least 95% full prior to a boat being moved inside a building.
 - d. The use of portable heating units in a storage/repair facility is only allowed when personnel are present.
 - e. Equipment must be readily available to remove boats from any building where they are stored or being repaired.

We trust this formation satisfies the Fire Department's concerns on the amended site plan. If necessary we are amenable to discussing a condition of approval that might involve any further Fire Safety Compliance review that the Fire Dept. may require, in advance of the release of a building permit.

FAY, SPOFFORD & THORNDIKE

Mr. William Needelman
 October 15, 2013
 Page 4

Stormwater Management

FST has reviewed the original Stormwater narrative prepared for the project. The basic design objective relied on the use of the “manmade pervious surface” for construction of the boat yard operation and storage area. This surface effectively minimizes stormwater runoff from routine storms and directs the flow of contributing rainfall to below ground. Based on the original stormwater narrative we offer the following amended text contained within Section 8.0 – 12.0 of the report.

“Section 8.0 Stormwater Management Objectives

Compliance with BMP Design Criteria:

Traffic Volumes:

Traffic volumes will continue to be low across the area. Some heavy vehicles including tractor trailer trucks and in the future the travel lift will maneuver across the crushed stone surface. However, the majority of the surface will be utilized for boat storage. The applicant proposes to manage the crushed stone surface by routing raking and grading to minimize the buildup of fine particles that might impact the materials absorptive capacity. Removal and replacement of this gravel layer may be required over time.

Grading:

Grades across the crushed stone area will range from 1 - 4%, thus meeting the <5% slope recommendation.

Sediment Loading:

The crushed stone area is not expected to receive high volumes of sediments. Over time any buildup of fines that impact the stone surface absorption capacity will be removed and replaced.

Reservoir Course:

The reservoir course will consist of clean MDOT 703.12 crushed stone surfacing course free of debris. The depth of the reservoir course was determined as follows:

Crushed Stone Surface	=	130,625 SF
Tension Fabric Building	=	19,200 SF
<u>Future Building</u>	=	<u>28,800 SF</u>
TOTAL	=	178,625 SF

Based on 1” of runoff across this “impervious area” yields a water quality volume of 14,885 CF.

FAY, SPOFFORD & THORNDIKE

Mr. William Needelman

October 15, 2013

Page 5

Dividing the water quality volume (14,885 CF) by the crushed stone area (130,625 SF) yields a depth of 1.37 inches.

Assuming a void space of 40% within the stone layer (1.37"/0.4) yields a required crushed stone thickness of 3.42 inches. As such a minimum **depth of 4 inches** for the stone layer will be needed in the section. The typical Boat yard surface section depicts this surfacing depth.

Pretreatment Layer

A pretreatment layer will be achieved by providing a 15"-20" subbase gravel layer (MDOT Type D) beneath the crushed stone surfacing course.

Separation to Groundwater:

Based on the test pit data included in previous subsurface explorations, the groundwater table throughout the site is six to nine feet below existing grade.

Infiltration Testing:

The applicant is seeking a waiver from the infiltration testing requirement. The applicant has observed the existing site after heavy rain events and observed ponding for only a couple of hours thus indicative of favorable absorption capacity for the in situ soils. The existing site has a surface gravel/sand layer and it is expected that the proposed stone surface will not negatively impact the infiltration properties below.

Flooding Standard:

Due to the direct discharge to the Fore River, a waiver from the flooding standard is being requested.

Larger Storm events larger will be directed via sheet flow to one of the following:

- The northerly edge of the amended development area will be conveyed to edge area adjacent the existing rail tracks. A drainage path will be maintained around the northerly and easterly perimeter of the project area to convey excess runoff from the site and from the NGL site towards the river.
- The westerly side of the site will be uniformly distributed toward the area identified for future development off the site.
- Between the buildings and the shorefront, any excess runoff will simply sheet flow across the yard area towards the existing revetment.

Chapter 500 Treatment Percent Compliance

The proposed redevelopment project creates approximately 4.1 acres of improved surface area that will generally be tributary to the proposed boat yard surface area, thus offering nearly 100%

FAY, SPOFFORD & THORNDIKE

Mr. William Needelman
October 15, 2013
Page 6

treatment of the improved site. Hence, the strategies proposed herein meets the minimum requirements stated in the General Standards.

Boatyard Activity Planning

A major issue associated with boatyard and marine related use is the proximity to the shorefront. Any pollutants that are generated on the site may eventually reach the water. As such, the applicant will implement thoughtful planning and processes to avoid toxic pollutants including organic chemicals and heavy metals from spills.

Activities such as hull prep, sandblasting, painting, washing, engine repairs and maintenance will be performed in accordance with the guidelines set forth in the MeDEP Brightworks manual. Storage, handling and disposal of waste material from these activities will also be carried out in accordance with the manual and utilize local waste companies who specialize in this environment. A plan will also be in place to manage spills if and when they occur. This plan will identify potential spill sources, hazardous materials stored, prevention measures (including training, security, etc.), spill emergency procedures (including health and safety measures, notification information, spill containment, etc.), emergency phone numbers, location of spill containment and control materials and a drainage plan. The applicant is a current boatyard operator and is very familiar with the guidelines and requirements set forth in the Brightworks Manual. They have successfully complied with these requirements for many years and they are confident that similar operations will be maintained at the proposed site.

Erosion Control

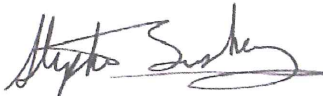
The Erosion Control Narrative, Plan, and Details prepared for the original project approval continue to apply to the amended site plan and will be complied with as required. “

We appreciate the Planning Authority’s consideration on these matters and look forward to meeting with the Planning Board at their October 22, 2013 meeting.

If you have any questions or require any additional information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE, LLC



Stephen Bushey, P.E., C.P.E.S.C.
Senior Engineer

SRB/smk

Enclosures: Figure 1 – additional hydrant location
Amended Landscape Plan – Phase 1B

C.7

FAY, SPOFFORD & THORNDIKE

Mr. William Needelman

October 15, 2013

Page 7

c: Bill Needelman, City Planning
Phin Sprague, New Yard LLC
Bob Flight, New Yard LLC
Peter Plumb, Murray, Plumb and Murray

R:\3091.02-Canal Landing-Amended Site Plans\Admin\Permitting\Amended Site Plan Application\3091.02 2013.10.15-Needelman.doc

I 11

MARINE & TRAVELIFT



I. 12





I. 14



40 WEST COMMERCIAL STREET, PORTLAND, MAINE
CIRCA 2011

I.15

Q.J.1

**STORMWATER MANAGEMENT REPORT
(GENERAL STANDARDS)**

**CANAL LANDING NEW YARD
PORTLAND, ME**

PREPARED FOR

**NEW YARD, LLC
58 FORE STREET
PORTLAND, MAINE 04101
(207) 774-1067**

PREPARED BY

**DELUCA-HOFFMAN ASSOCIATES, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121**

October 2012

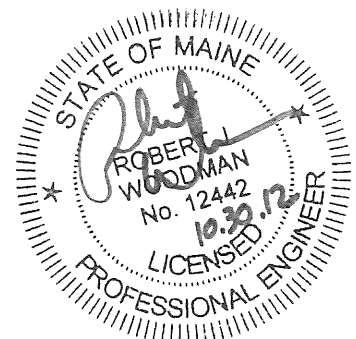


TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1.0	INTRODUCTION	1
2.0	EXISTING SITE CONDITIONS	2
3.0	PROPOSED PROJECT	4
4.0	REFERENCES	5
5.0	MODELING SOFTWARE.....	5
6.0	PRESENTATION OF ANALYSIS	5
7.0	ASSUMPTIONS.....	5
8.0	STORMWATER MANAGEMENT OBJECTIVES	5
9.0	STORMWATER MANAGEMENT QUALITY SUMMARY	6
10.0	CHAPTER 500 TREATMENT PERCENT COMPLIANCE	8
11.0	BOATYARD ACTIVITY PLANNING	8
12.0	EROSION CONTROL	8
13.0	OPERATIONS AND MAINTENANCE.....	9
14.0	PERMIT REQUIREMENTS	9
15.0	APPENDICES	9

Figures and Photographs (See Attachments to Application)

- Figure 2 – USGS Location Map
- Figure 3 – Tax Map
- Figure 4 – Zoning Map
- Figure 5 – Aerial Photograph
- Figure 7 – FEMA Flood Map
- Figure 8 – USDA SCS Soils Map
- Figure 9 – GIS Sand and Gravel Aquifer Map
- Figure 10 – Surficial Geology Map
- Figure 11 – NWI Map

Appendices

- Appendix A – Inspection and Maintenance Manual for Stormwater Management and Related Stormwater Activities

STORMWATER MANAGEMENT REPORT

1.0 INTRODUCTION

New Yard, LLC proposes to construct, own, and operate a new boat maintenance and repair yard within approximately 22 acres of land located prominently along the West Commercial Street waterfront. The project represents an ideal reuse of a former highly industrialized property that over the years has fallen into non-use except for some ongoing LP and Natural Gas storage and distribution facilities. The property maintained a prominent role in the City's Waterfront District for well over a century and a half as the Portland Gas Light Company and Maine Central Railroad operated active business interests up until at least the 1970's. In more recent time, the site has been undeveloped except for the ongoing LP/Natural Gas operations.

The proposed project includes multiple buildings to be constructed over two or more phases along with new shorefront uses including one or more boat ramps, docks, new or reconstructed piers and a travel lift basin. The applicant's plans include up to three buildings constructed to support the boat maintenance and repair operations. Additional future buildings are also contemplated to support marine related operations including retail/warehouse space, yacht brokerage/sales, marine product processing and the potential of large vessel berthing.

The Phase I project includes site development activities involving earthwork, grading, shorefront stabilization, pier rehabilitation, boat ramps, building construction, utilities and overall site stabilization. This work will be completed cooperatively with the landowners, and in accordance with site remedial activities to be accomplished by existing landowners under the State's Voluntary Response Action Program (VRAP).

This section of the permit application presents the Stormwater Management Plan designed for the project. The stormwater management design presented herein will show that it meets the criterion of the City of Portland stormwater requirements and the adopted MeDEP Chapter 500 Regulations.

The site discharges to the mouth of the Fore River where it meets the ocean. Due to these tidal conditions, the applicant is requesting a waiver of the flooding standards.

The proposed stormwater quality treatment plan utilizes the 'Manmade Pervious Surface' approach listed in the Maine Best Management Practices (BMPs) to meet the stormwater quality standards required under the general standards as outlined in the adopted MeDEP Chapter 500 Stormwater Management Technical Manual. The manmade pervious surface (throughout the boatyard site) is intended to provide water quality treatment for close to 100 percent of the proposed development area. The applicant has also studied the guidelines set forth in the Brightwork BMP Manual for Maine's Boatyards and Marinas with regard to typical boatyard processes and potential sources of contamination and will conduct boatyard activities in accordance with these guidelines as they current do at their Portland Yacht Services site.

USGS, aerial photographs, and related maps are appended to this report in Appendix A.

The applicant has prepared this report to show the proposed Stormwater Management Plan meets the City's General Stormwater Standards.

2.0 EXISTING SITE CONDITIONS

The site consists of approximately 22.5 acres of land that is composed of four primary areas described as follows:

1. **Inland Parcel (Map 59A, Lot 2)**: Consists of a triangular shaped 3.96 acre area owned by Northern Utilities, Inc. (dba Unitil) and occupied by both Unitil and NGL Propane. This area is centrally located within the development site and is accessed from a single entrance off Commercial Street, opposite the Beach Street intersection. This area will continue to function as an LP gas distribution facility into the future under a long-term lease agreement. This area is also a Transportation Worker Identification Credential (TWIC) secured area that is, and will remain, fenced around its perimeter.
2. **Portland Terminal Parcel (Map 59A, Lots 1, 2, 4, 7, 8, 11 and 12)**: This area is irregularly shaped and contains frontage along Commercial Street along with the site's westerly frontage. The site area is approximately 9.8 acres. Active rail tracks occupy the westerly side and those tracks are basically used for deliveries to the Unitil terminal. Remnant tracks remain east of the Unitil driveway, although they are not in use and will be removed as part of the project. Most of the Portland Terminal site is currently undeveloped land. It is noted that the northwest area of this parcel was also the headwater of the original Cumberland and Oxford Canal, generally opposite the end of what is now Clark Street. It is for this reason the project's name has been crafted as Canal Landing New Yard.
3. **The Shoreline Parcel (Map 59A, Lots 5, 6, 9 and 10)**: This 4.17 acre area is irregularly shaped and contains approximately 1,075 LF of waterfront. The property is generally unoccupied although there is an existing gangway that provides access to a remnant pier line and dilapidated pilings are located throughout the frontage.
4. **The Option Parcel (Map 59A, portion of Lot 3)**: This area consists of approximately 4 acres of Portland Terminal Land to the far west side of the land under consideration. This land includes the active tracks closer to Commercial Street as well as dilapidated pier remains along the shorefront. This area also contains a remnant concrete foundation floor slab that previously served as the foundation for a clay storage silo for the paper mills.

In general, the NGL Propane site is operated under a long term lease and is unaffected by the proposed boat yard operations. The gas site contains four buildings and ancillary infrastructure related to the ongoing LP Gas distribution and storage operations. Within the fenced operations area there are five existing LP Gas storage tanks ranging in size from 30,000 gallons to 60,000 gallons. These tanks are anticipated to remain in the future.

Although much of the shorefront is currently undeveloped, it continues to contain several important features. Namely, there is an existing 8" transmission line extending from the inland site across the shoreline site and under the Fore River to the City of South Portland. The proposed development activities will be designed to maintain adequate horizontal and vertical clearances from this active line. In addition there is an active Combined Sewer Overflow (CSO) line extending from the Commercial Street frontage to the shoreline, generally along the easterly side of the site.

Owen Haskell, Inc. has completed a topographic survey of the property. The site is relatively flat with the highest points along the Commercial Street frontage, sloping to the middle of the site. Site elevations along Commercial Street trend down from west to east from elevation 18' (NGVD 1929) to elevation 15' at the easterly end of the Commercial Street frontage. The site's

low areas are near elevation 9'-10' while most of the waterfront top of bank is near elevation 12'. The High Annual Tide Line (HAT) for the Fore River is elevation 7.4' and mean low water is approximately elevation -4.0'. Owen Haskell, Inc. has also completed bathymetric survey data collection and found water depths within 50' of the low water line to be 10' to 30'. The Federal Channel is also represented on the project's drawings and it is generally located 60' to 120' off the shorefront. No activities are proposed beyond the Federal Channel line. The site's topography and known environmental conditions preclude most traditional stormwater management measures since there is inadequate vertical elevation to allow for collection and conveyance of stormwater runoff other than from surficial measures. For these reasons, the manmade pervious surface approach is considered the most practical choice for meeting the projects stormwater management needs.

Generally speaking, the site's runoff either infiltrates into the ground or drains directly to the Fore River via overland flow. There are no drainage systems on site, although there is a closed storm drainage system within Commercial Street. The Commercial Street drainage system ultimately ties into the 42" interceptor sewer. The existing 24" combined sewer overflow line may be activated during peak rainfall events, at which time combined flows are discharged directly into the river. The City's strategies for long term elimination of CSO activity includes installation of storage conduits along Commercial Street.

Due to the site's historic industrial condition much of the surface consists of sand and gravel fill, asphalt or otherwise sparsely vegetated ground surface.

The site has undergone extensive review related to the environmental conditions associated with the previous site uses. As part of previous soil investigation at the site, over 250 subsurface explorations including 120 soil borings, 25 test pits, and 107 core penetrometer tests have been completed. The site's soil layers are generally characterized as follows:

- 10 to 15 feet of sand and gravel fill, there is little to no organic surface layer throughout the site.
- 5 to 10 feet of silt and sand.
- 10 to 40 feet of gray clay identified as the Presumpscot formation.
- 30 to 40 feet of dense silty marine sands.
- An undetermined thickness of dense silty sand and gravel identified as glacial till overlaying bedrock.

Observed soils conditions at the ground surface include fill material containing coal, coal ash, clinker, brick, degraded asphalt, and hardened tar comingled with scarified sand and gravel. Eroded soils conditions have been observed along the shoreline in and behind the existing granite revetment wall and remnant pier areas. The project's site development activities include restoration and rehabilitation of these areas.

According to various investigation data, depth to groundwater varies from 3 to 7 feet and this likely varies with tidal conditions in the Fore River. Generally speaking, the groundwater flows from the northwest to the southeast across the site.

Figures 8, 9, and 10 appended to the report provide the USDA medium intensity soils, sand and gravel aquifers, and surficial geology for the site.

3.0 PROPOSED PROJECT

The applicant proposes to redevelop the property in a manner consistent with the WPDZ Standards as well as VRAP requirements. The development program includes the following components:

ONSITE

The development involves a cooperative effort between the existing property owners and the applicant to complete remedial actions on the site to address recognized environmental conditions. These actions may include excavation and removal, capping or other remedies.

In addition to the remedial activities, the development program includes phased development of boat maintenance facilities and future ancillary marine related uses. Phase 1 and future Master Plan development activities are summarized as follows:

Phase 1 – Will Include:

- Site clearing, stabilization and general clean-up.
- Construction of a 19,200 SF building for storage and boat maintenance operations.
- Construction of two concrete boat ramps along shorefront. One at the east end of the site and the second towards the west.
- Establishment of yard areas and surfaces for heavy equipment travel lift trucks, and boat storage repair. (Repair and maintenance often takes place outside, particularly if the vessel is large and does not fit into a building. Boats that are out of the water for the winter season all need to have work done on them to prepare them for re-launching.)
- Installation of utilities for initial building use as well as future phase activities.
- Rehabilitation of former pier pilings for use as part of a new dock system along the waterfront. Custom Floating docks are proposed to tie into the existing system of pilings and dolphins located along the waterfront.
- A 20' x 36' wood framed single story structure is proposed as an office space for a yacht brokerage operation. The building and display of vessels are proposed along the Commercial Street frontage.
- Landscape preservation and tree planting.
- The location of a 1,500 ton dry dock.
- A travel lift basin to be constructed of sheet piling within the westerly shoreline. The travel lift basin will allow larger vessels to be removed from the water for repairs and maintenance.
- Shore front stabilization including revetment repairs and riprap stabilization.

OFFSITE

Site access is proposed via Commercial Street as well as from the Fore River. A primary site entrance is proposed at the site's far easterly frontage. This entrance will be shared with the MDOT for their occasional access to a maintenance building. This primary access is proposed during Phase 1 development.

The Erosion Control Plan contained in the application outlines the erosion control measures which will be required for the project (Basic Stormwater Standards).

4.0 REFERENCES

- Brightwork - A Best Management Practice Manual for Maine's Boatyards and Marinas, December 2005
- Erosion and Sediment *Maine Erosion and Sediment Control BMPs*", published by the MeDEP in 2003 <http://www.maine.gov/dep/blwg/docstand/escbmps/index.htm>
- City of Portland –Code of ordinances, Section 32 Rev. 9-17-09
- Portland Stormwater Management –Section 5 Adopted 7-19-10.
- Stormwater Management for Maine Volume III – BMP Technical Design Manual
- Chapter 500 DEP Rules, revision October 2010.

5.0 MODELING SOFTWARE

- Microsoft Excel 2007, Microsoft Corporation – used for spreadsheet computations.

6.0 PRESENTATION OF ANALYSIS

The stormwater analysis has been performed for the project to determine the requirements of the City of Portland, Section 5 and adopted MeDEP Chapter 500 Stormwater Rules and to show a plan which will generally meet the requirements with the exceptions noted herein.

7.0 ASSUMPTIONS

- That detention will not be required to reduce the peak flow rate or meet the flooding standards. A waiver of the flooding standards is requested.
- That the native soils/gravels will have infiltrative properties that meet the requirements of the Maine DEP BMP proposed. Note: A waiver is being sought for infiltration testing.

8.0 STORMWATER MANAGEMENT OBJECTIVES

The goal of the Stormwater Management Plan is to design, operate, and maintain the development to avoid downstream erosion or significant water quality impairment.

This goal will be achieved by:

- Designing the project to meet the Portland Stormwater Management Standards adopted 7/19/10 and General Stormwater Standards of MeDEP (revised October 2010).
- Designing water quality measures to provide long-term removal of non-point contaminants.
- Implementing a plan to control erosion, sedimentation, or fugitive dust emissions during construction.
- Implementing operational processes to avoid toxic pollutants from boat yard activities, both organic chemicals and heavy metals, from entering ground and adjacent water bodies.
- Maintenance of the Stormwater Management System in accordance with the Stormwater O&M Manual (provided as a separate document) and MeDEP Brightwork Manual.

The plan has been designed in accordance with the City of Portland Stormwater Rules.

9.0 **STORMWATER MANAGEMENT QUALITY SUMMARY**

Approach

To meet the General Standards, our office reviewed the list of options of MeDEP's accepted Best Management Practice (BMP) options to provide water quality treatment including grassed underdrained filter, bio-filter, proprietary devices and infiltration trenches for this site. Following this review and incorporating knowledge of the site and the goals of the client, it was realized that developing a method for providing stormwater quality treatment that utilizes the proposed crushed stone surface (desirable to applicant for boatyard use and related activities) and infiltrating the runoff into the underlying soils would be preferable both functionally and economically. According to the MeDEP BMPs this is known as a "Manmade Pervious Surface" approach to stormwater quality treatment.

A pervious pavement consists of a permeable surface material and subbase materials that allow penetration of runoff in to the underlying soils. The system must be designed to store and infiltrate the water quality volume (1.0" of impervious area and 0.4" pervious area) with the remainder (larger storm events) discharged through an 'over-flow' device. The effectiveness of the system depends heavily on long term inspection and maintenance.

Following a review of the design criteria for a "Manmade Pervious Surface", it was determined that the selection of at least a 3" thick crushed stone surface across the entire 'prepared surface' area designated on the site plan is appropriate. This layer of stone will act as a reservoir for the 1" storm event. The material will be placed over geotextile fabric and infiltration into the existing underlying gravel will meet the requirements of this BMP. Runoff from larger storm events may flow to a grassed depression with over-flow structures conveying flow via pipe to the existing 24" CSO line that traverses the site or be distributed to portions of the site designated for future development where longer term absorption may occur. Internal drains within the building and storage tanks/collection systems beneath the concrete washdown aprons (at the travel lift basin and boat ramps) will minimize the potential for petroleum, etc. to enter the stone areas.

Our office has laid out a plan which utilizes the "Manmade Pervious Surface" BMP to provide water quality treatment as described in Chapter 7.7 of the MeDEP Volume III BMPs Technical Design Manual meeting the minimum treatment standards as required by the General Standards. Drawings C-3.1 and C-9.0 provide extents and details of the manmade pervious surface proposed. This pervious surface is represented by the 'prepared surface for boatyard' on the site.

A water quality summary chart of the project is shown on the Stormwater Management Strategy Plan C-9.0. The basis of design of treatment method is as follows:

Compliance with BMP Design Criteria:

Traffic Volumes:

Traffic volumes will be low across the area. Some heavy vehicles including tractor trailer trucks and the travel lift will maneuver across the crushed stone surface. However, the majority of the surface will be utilized for boat storage. The applicant proposes to manage the crushed stone surface by routing raking and grading to minimize the buildup of fine particles that might impact the materials absorptive capacity. Removal and replacement of this gravel layer may be required over time.

Grading:

Grades across the crushed stone area will range from 1 - 2%, thus meeting the <5% slope recommendation.

Sediment Loading:

The crushed stone area is not expected to receive high volumes of sediments. Over time any buildup of fines that impact the stone surface absorption capacity will be removed and replaced.

Reservoir Course:

The reservoir course will consist of clean double washed 3/4" stone free of debris. The depth of the reservoir course was determined as follows:

Crushed Stone Surface	=	220,440 SF
Tension Fabric Building	=	19,200 SF
<u>Brokerage Building</u>	=	<u>720 SF</u>
TOTAL	=	240,360 SF

Based on 1" of runoff across this "impervious area" yields a water quality volume of 20,030 CF.

Dividing the water quality volume (20,030 CF) by the crushed stone area (220,440 SF) yields a depth of 1.09 inches.

Assuming a void space of 40% within the stone layer (1.09"/0.4) yields a required crushed stone thickness of 2.7 inches. As such a minimum **depth of 3 inches** for the stone layer will be needed in the section.

Pretreatment Layer

A pretreatment layer will be achieved by providing an 8-12" subbase gravel layer (MDOT Type D) beneath the crushed stone.

Separation to Groundwater:

Based on the test pit data included in previous subsurface explorations, the groundwater table throughout the site is six to nine feet below existing grade.

Infiltration Testing:

The applicant is seeking a waiver from the infiltration testing requirement. The applicant has observed the existing site after heavy rain events and observed ponding for only a couple of hours. The existing site has a surface gravel/sand layer and it is expected that the proposed stone surface will not negatively impact the infiltration properties below.

Flooding Standard:

Due to the direct discharge to the Fore River, a waiver from the flooding standard is being requested. All overflow pipes and structures will be sized to adequately convey the 25yr storm event.

Storm events larger than the 1 inch storm will be directed via sheet flow to one of the following:

- The northerly edge of the site will be conveyed to the inlets that connect to the existing storm drain system on the south side of Commercial St.
- The westerly side of the site will be uniformly distributed toward the area identified for future development on the site.
- The southerly and easterly portions of the site will be collected in a vegetated swale/depression with two 4' diameter concrete overflow structure with a trash rack as a cover. The overflow structures convey the large storm events to the 24" combined sewer overflow line that traverses the site and discharges to the Fore River. An emergency spillway with direct discharge to the river is also proposed for storms that exceed the 25 year storm event.

10.0 CHAPTER 500 TREATMENT PERCENT COMPLIANCE

The proposed redevelopment project creates 5.87 acres of improved surface area and 1.45 acres of pervious area for a total disturbed area of about 7.32 acres.

Of the 5.87 acres of improved surface area, the proposed stormwater management plan provides treatment for 5.61 acres or 95.5 percent. The total disturbed area as part of this redevelopment is approximately 7.32 acres. Of the 7.32 acres, the proposed stormwater management plan provides treatment for 5.70 acres or 77.8 percent. However, the proposed manmade pervious surface also treats the majority of the NGL-NE lease area of approximately 2.26 acres. Hence, the strategies proposed herein meets the minimum requirements stated in the General Standards.

11.0 BOATYARD ACTIVITY PLANNING

A major issue associated with boatyard and marine related use is the proximity to the shorefront. Any pollutants that are generated on the site may eventually reach the water. As such, the applicant will implement thoughtful planning and processes to avoid toxic pollutants including organic chemicals and heavy metals from spills.

Activities such as hull prep, sandblasting, painting, washing, engine repairs and maintenance will be performed in accordance with the guidelines set forth in the Brightworks manual. Storage, handling and disposal of waste material from these activities will also be carried out in accordance with the manual and utilize local waste companies who specialize in this environment. A plan will also be in place to manage spills if and when they occur. This plan will identify potential spill sources, hazardous materials stored, prevention measures (including training, security, etc.), spill emergency procedures (including health and safety measures, notification information, spill containment, etc.), emergency phone numbers, location of spill containment and control materials and a drainage plan. The applicant is a current boatyard operator and is very familiar with the guidelines and requirements set forth in the Brightwork Manual. They have successfully complied with these requirements for many years and they are confident that similar operations will be maintained at the proposed site.

12.0 EROSION CONTROL

An Erosion Control Narrative, Plan, and Details have been prepared for the project and accompany this submission.

13.0 OPERATIONS AND MAINTENANCE

An Operations & Maintenance Manual has been prepared and accompanies this application.

14.0 PERMIT REQUIREMENTS

City of Portland review and permitting of the Stormwater Management Plan is required and will be completed with the review of the Site Plan Application submitted to the City of Portland Planning Authority.

15.0 APPENDICES

Appendix A – Inspection and Maintenance Manual for Stormwater Management and Related Stormwater Activities

J.10

APPENDIX A

**INSPECTION AND MAINTENANCE MANUAL FOR STORMWATER
MANAGEMENT AND RELATED STORMWATER ACTIVITIES**

J. 11

INSPECTION AND MAINTENANCE MANUAL
FOR STORMWATER MANAGEMENT AND
RELATED STORMWATER FACILITIES

CANAL LANDING NEW YARD
40 WEST COMMERCIAL STREET
PORTLAND, MAINE

PREPARED FOR

NEW YARD, LLC
58 FORE STREET
PORTLAND, MAINE 04101

PREPARED BY

DELUCA-HOFFMAN ASSOCIATES, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

OCTOBER 2012

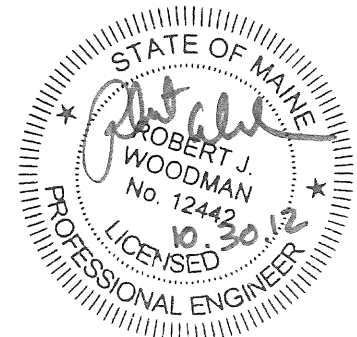


TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
I.	<u>INTRODUCTION</u>	1
	A. Guidelines Overview.....	1
II.	<u>PROJECT OVERVIEW</u>	2
III.	<u>STANDARD INSPECTION/MAINTENANCE DESCRIPTIONS</u>	3
	A. Control Structures	3
	B. Stormwater Inlets	4
	C. Tributary Drainage System	5
	D. Vegetated Swales	7
	E. Infiltration Systems	9
	F. Boat Yard Surface.....	9
	G. Litter.....	9
	H. Summary Checklist	9
IV.	<u>PROGRAM ADMINISTRATION</u>	10
	A. General.....	10
	B. Record Keeping.....	10
	C. Contract Services	10

APPENDICES

Attachment A – Sample Inspection Logs

Attachment B – Permits for Project

Attachment C – Summary Checklist for Inspection and Maintenance

I. INTRODUCTION

Relatively complex stormwater management facilities are commonly installed in development projects including, commercial facilities, and many other developments. The complexity and goals of these systems vary with the nature of the receiving water, as well as the type of development. Runoff from developed areas of the project, including rooftops, paved or lawn areas, typically contain materials that can impact the receiving waters. Source control and the installation of swales and infiltrative surfaces often combined with pretreatment measures or followed by other best management practices, can significantly reduce the non-point pollution discharge from the developed area. These measures are particularly important to projects in the watersheds of sensitive water bodies, or projects with potential impacts to groundwater.

The effectiveness of water quality management provisions and other components of the stormwater management system are dependent on their design, upkeep, and maintenance to assure they meet their intended function over an extended period of years. It is critical that the stormwater management facilities are regularly inspected, and that maintenance is performed on an as-needed basis. It must also be recognized that the effectiveness of these facilities, and their maintenance requirements, are related to the stormwater drainage facilities that collect and transport the flow to the swales and pervious/infiltrative surfaces. Thus, maintenance should be directed to the total system, not just the primary stormwater management facility.

The purpose of this document is to define, in detail, the inspection and maintenance requirements deemed necessary to assure that the stormwater management facilities function as intended when they were designed. Subsequent sections identify individual maintenance items, give a brief commentary of the function and need for the item, a description of the work required, and a suggested frequency of accomplishment. While the suggested programs and schedules must be adapted to specific projects, the material presented should provide guidance for a successful long-term program for operation and maintenance. A supplemental section provides guidance for construction monitoring of the facilities during their installation and more detailed checklists (Attachment D). Certain facilities, specifically the groundwater recharge and infiltration beds are not intended to be placed in service until the tributary catchment area has the permanent cover in place and any contributing turf areas have achieved a 90% catch of vegetation (i.e. established).



A. GUIDELINES OVERVIEW

A summary of the individual components of stormwater management facilities has been prepared. The format used in the summary is as follows:

Preface: A general description of what function/benefit the element is intended to provide. This is a short summary and not intended to provide the design basis, which can be found in other sources.

Inspection: This section provides the inspection requirements for the individual component.

Maintenance: The section provides general information on the routine maintenance requirements of this element.

Frequency: This section outlines the best judgment of the designer on the system to the frequency of maintenance.

Comments: This section provides any particular comment on the site-specific features of this element. This is a summary only. The owner/operator should review the design drawings and documents carefully to understand the particular elements of the project. The end of this section should allow the owner/operator to make notes on the specific program. This may include the selected maintenance procedure, cross-references to applicable design drawings, etc.

A list of the individual inspection/maintenance elements is provided in the table of contents. The guidelines are proposed for initial use with adjustments made as appropriate based upon specific project experience.

II. PROJECT OVERVIEW

Key permits issued (or applied for) on the project include:

- City of Portland Planning Board Level III Site Plan Approval and Shoreland Zoning Approval
- City of Portland Building Permit(s)
- MeDEP Natural Resource Protection Act (NRPA)
- City of Portland Delegated Review of the Site Location of Development Act (SLDA)
- MeDEP Voluntary Response Action Program (VRAP)
- U.S. ACOE Water Quality Certification/Federal Channel Review
- State of Maine Submerged Lands Lease
- Harbor Commissioner’s Review

The permit applications pending for the project include the design information for the stormwater system.

A copy of the permits and Stormwater Management Report should be appended to this manual as Attachment B. The Owner/Operator of the stormwater management system should review these permits for a general description and background of the project, as well as any specific permit conditions or requirements of the project.

The applicant has retained DeLuca-Hoffman Associates, Inc. for civil engineering for the Canal Landing New Yard Project in Portland, Maine. DeLuca-Hoffman Associates, Inc. has prepared the design for the stormwater management facilities and may be contacted at:

DeLuca-Hoffman Associates, Inc.
778 Main Street, Suite 8
South Portland, Maine 04106
(207) 775-1121

It is recommended the preparer of the plan be contacted with any particular questions on the design intent or similar issues.

The applicable plans/design documents which apply to the project are:

1. Civil Site Plans/Permit Applications Prepared by DeLuca-Hoffman Associates, Inc.
2. The Erosion Control/Sedimentation Control Plan for the project.
3. The Stormwater Management Plan for the project.

A copy of these documents should be retained with the manual.

The proposed design will include deep sump catch basins, manmade pervious/infiltrative surfaces, grassed swales, overflow, collection, conveyance, and discharge systems.

III. STANDARD INSPECTION/MAINTENANCE DESCRIPTIONS

The following narratives describe the inspection/maintenance provisions for the Stormwater Management area. These O&M procedures will complement scheduled sweeping of the pavement areas anticipated to occur at least twice per year. Proper O&M is necessary to make sure the system will provide its intended purpose of conveying runoff, removing a substantial amount of the suspended solids, and other contaminants in the stormwater runoff.

A. CONTROL STRUCTURES

Preface: The proposed grassed swale that wraps around the easterly edge of the site collects overflow runoff from the infiltrative surface during major storm events, and discharges to the 24" CSO line via one of two outlet control overflow structures. The outlet control structures are designed with a StormRax trash rack as the only outlet measure.

The control structure is to be inspected by removing the trash rack covers and inspection channels. Debris should be removed whenever observed and reported to key maintenance personnel since any debris would indicate lack of proper system O&M in the collection and conveyance system. Entry may require CONFINED SPACE ENTRY procedures and appropriately trained personnel.

Inspection: The outlet control structures must be inspected to assure it maintains its intended hydraulic characteristics. The inspection would note any debris or sediment which may accumulate in the structure and in the outlet pipes. It is noted that it does not take much debris or silt to alter the hydraulic characteristics of the discharge. The inlet should be inspected to assure it is not blocked or restricted or there is sediment to the extent that its flow characteristics may be altered.

Maintenance: Maintenance of the control structure will consist primarily of removing debris which may accumulate.

Frequency: The control structure should be inspected semi-annually, and after a high intensity rainfall event (in excess of 3 inches in a 24-hour period).

Maintenance/Inspection Responsibility:

Inspection Personnel: The Maintenance Personnel of New Yard, LLC will perform the scheduled maintenance/inspection.

Dates of inspections, maintenance performed, and any observed problems should be noted in the logs/records maintained by New Yard, LLC.

Outside Contract Services: The outlet structure should be opened/inspected by the Maintenance Personnel of New Yard, LLC on a quarterly basis. The logs and records of inspections and maintenance of the control structures should also be reviewed by the contract agent if New Yard, LLC elects to retain an outside agent for assistance in operation and maintenance of the system.

B. STORMWATER INLETS

Preface: The success of any stormwater facility relies on the ability to intercept stormwater runoff at the design locations. Stormwater inlets include the few overflow catch basins proposed toward the north of the site and the basins within the concrete washdown areas along the shoreline. This section is directed at maintenance of the actual inlet point. A later section addresses more substantive maintenance of the structures and conveyance facilities.

Inspection: The inspection of inlet points will need to be coordinated with other maintenance items, these include:

- Roadway/parking lot maintenance areas
- Building maintenance areas
- Grounds maintenance

The key elements of the inspection are to assure the inlet entry point is clear of debris and will allow the intended water entry.

Maintenance: The key maintenance is the removal of any blockage which restricts the entry of stormwater to the inlet. The removed material should be taken out of the area of the inlet and placed where it will not reenter the runoff collection system. Snow should be removed from inlets in parking lots/roadway areas. Grass clippings and leaves should be bagged and removed particularly near the yard inlets near the building.

Frequency: All inlets should be inspected on a monthly basis, and after/during significant storm events. A windshield survey is suitable for most inlets but off road inlets and pond structures require more rigorous inspection by walking the parcel.

Maintenance/Inspection Responsibility:

Maintenance Personnel: The maintenance personnel will perform the normal maintenance/inspections of the inlets and culvert crossings.

Comments: Maintenance of inlets is critical on this project.



POORLY STABILIZED INLET ALLOWS ENTRANCE OF DEBRIS AND REDUCED CAPACITY



STABILIZED INLETS REDUCE DEBRIS ACCUMULATION AND MAINTAIN DESIGN CAPACITY

C. TRIBUTARY DRAINAGE SYSTEM

Preface: Overflow stormwater from portions of the project will be directed through a conveyance system which transports the flow to 24" CSO line that crosses the site. This conveyance system will be principally overland flow discharging to piped drain systems. Most of the sediment (minimal amounts anticipated) is carried by the drainage system is intended to be trapped in the catch basin sumps or grassed swale. Maintenance of this system can play a major role in the long-term maintenance costs and the effectiveness of the site.

Inspection: The tributary drainage system should be periodically inspected to assure that it is operating as intended, and that its carrying capacity has not been diminished by accumulations of debris and sediment or other hydraulic impediments. On piped systems

the inlets must be inspected to ensure the rims are set at the proper elevation to optimize flow entry and are not clogged with leaves or other debris. The inlet basins are normally equipped with sumps which will remove large sediment particles from the flow stream with hooded outlets.

The level of sediment in the sumps should be checked to assure their effectiveness. Pipelines connecting the inlets should be checked to determine if siltation is occurring. This will be most critical on drain lines laid at minimal slopes. This can usually be accomplished by a light and mirror procedure.

In some projects most of the stormwater is carried in open swales, channels, or ditches. These conveyance channels may be rip rapped or vegetated, depending on the gradient and expected flow velocities. These facilities must be inspected to insure debris or sedimentation does not reduce their carrying capacity. Excess vegetative growth must also be noted. The surface protection for the channels, either stone or vegetation, must be inspected to insure its integrity. Any areas subject to erosion should be noted.

Maintenance: Maintenance of the storm drainage system must assure that it continues to serve its design function on a long-term basis, and that its operation does not transport excessive sedimentation to any downstream detention pond, or the receiving waters. Elevations on the rim of catch basins should be adjusted as needed to assure optimal water entry. Depending on the frost susceptibility of the soil, the rims may become elevated over time causing flow to circumvent the inlet. When the filter bag in an inlet restricts capacity and is coated with silt or other deleterious materials, the bag should be removed and Catch basin cleaning would normally be accomplished with vacuum trucks contracted as a maintenance service for the retail center. The removed material must be disposed of at an approved site for such materials.

If sediment in the pipeline exceeds 20% of the diameter of the pipe, it should be removed. This may be accomplished by hydraulic flushing, or by mechanical means. If hydraulic flushing is used the downstream conditions should be analyzed. In general a sump or sediment trap should be used where it can be flushed into the detention pond, since it will reduce pond volume and hasten the time when it must be cleaned.

Frequency: The piped drainage system should be inspected on an annual basis. Adjustment of inlet rim elevations should be on an as needed basis. Cleaning catch basin sumps and pipelines will depend on the rate of accumulation.

Maintenance/Inspection Responsibility:

Maintenance Personnel: New Yard, LLC Maintenance Personnel.

Special Services: The owner may elect to contract with an independent agent for cleaning or replacement of sorbent booms, catch basins, sumps, and pipelines. Remedial source control measures may be performed by the owner or an outside service depending upon the nature of the particular situation.

Comments: Maintenance of inlets is critical on this project.



A WELL STABILIZED VEGETATED SWALE SHOWS LITTLE SIGNS OF EROSION VELOCITIES OR FLOWS. THIS SWALE ALSO FUNCTIONS AS A POND SPILLWAY

D. VEGETATED SWALES

Preface: Vegetated swales are often used to convey stormwater. Swales can be intended to be:

1. Mowed and maintained
2. Reverted to wetlands
3. Naturalized

Inspection: Swales should be inspected for erosion and sedimentation.

Maintenance: Eroded or silted channels need to be repaired when discovered. If erosion is a problem, the swale design should be examined. Likewise, if situation is a continuing problem, the upgradient conditions should be assumed.

Frequency: It is recommended vegetated swales be inspected quarterly until vegetation is established and a year after installation. Thereafter, if no problems have been noticed, the frequency can be reduced to once per year.

Design Guidelines: The vegetated swale should consider channel cover at the time of concentration as well as several years after construction.

Design computations should state the assumed channel of vegetation and provide the basis for the Manning's or other roughness coefficient and for design.

Applicability: Canal Landing New Yard has a swale along the easterly edge of the property collecting overflow from the previous surface.



VEGETATED SWALE WITH HAY BALE CHECK DAM TO REDUCE VELOCITIES UNDER CONSTRUCTION



A WELL STABILIZED VEGETATED SWALE SHOWS LITTLE SIGNS OF EROSIVE VELOCITIES OR FLOWS. THIS SWALE ALSO FUNCTIONS AS A POND SPILLWAY

E. INFILTRATION SYSTEMS

Preface: Infiltration systems required careful design and need to consider protection of the underlying groundwater.

The basic function of an infiltration system is to treat surface runoff by causing to pass through unsaturated soil. Surface runoff is collected in a ¾" stone reservoir course designed to store the water until it can infiltrate into the soil beneath. Sediment and organic matter, if allowed to pass on to the infiltration area, reduce holding capacity by filling voids in the stone and impede infiltration by blocking soil pores at the infiltrative surface. It is occasionally acceptable to use uncovered stone infiltration areas but only when runoff water is normally free of sediment or organic matter.

Inspection: An infiltration area shall be equipped with a minimum 4-inch-diameter PVC pipe riser with cap (flush with the top of the infiltration area) to allow for observation of the infiltration area and a determination of its performance (water buildup).

Maintenance:

- Inspect infiltration areas annually for erosion. Repair damaged area if erosion is occurring.
- Inspect infiltration areas routinely for clogging and sediment buildup.
- Minimize placement of heavy objects or traffic on stone areas.
- Inspect the overflow channel for erosion and blockage.

The permit may have specific monitoring and reporting criteria which need to be reported to specific agencies.

This project does employ infiltration for stormwater from the roof.

F. BOAT YARD SURFACE

To protect the infiltrative/pervious surface, it is recommended the prepared boatyard surface be re-graded at mid winter and spring (or as needed).

Maintenance: The maintenance crew may from time to time need to remove the stone surface and remove accumulated sediment in specific areas.

G. LITTER

Litter should be removed as a matter of course by workers and a part of the grounds maintenance contract.

H. SUMMARY CHECKLIST

The above described inspection and maintenance items have been summarized on a checklist attached hereto as Attachment C.

IV. PROGRAM ADMINISTRATION

A. GENERAL

A reliable administrative structure must be established to assure implementation of the maintenance programs described in the foregoing section. Key factors that must be considered in establishing a responsive administrative structure include:

1. Administrative body must be responsible for long-term operation and maintenance of the facilities.
2. Administrative body must have the financial resources to accomplish the inspection and maintenance program over the life of the facility.
3. The administrative body must have a responsible administrator to manage the inspection and maintenance programs.
4. The administrative body must have the staff to accomplish the inspection and maintenance programs, or must have authority to contract for the required services.
5. The administrative body must have a management information system sufficient to file, retain, and retrieve all inspection and maintenance records associated with the inspection and maintenance programs.

If any of the above criteria cannot be met by the entity assigned inspection and maintenance responsibilities, it is likely that the system will fail to meet its water quality objectives at some point during its life. While each of the above criteria may be met by a variety of formats, it is critical to clearly establish the assigned administrative body in a responsible and sustainable manner.

B. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document facility operations. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by appropriate regulatory bodies. Where possible, copies of such records should also be filed with the designated primary regulatory agency for their review for compliance with permit conditions. Typical inspection and maintenance record forms are attached hereto as Attachment B.

C. CONTRACT SERVICES

In some instances or at specific times, the Maintenance Personnel may not have the staff to conduct the required inspection and/or maintenance programs as outlined in this document. In such cases the work should be accomplished on a contractual basis with a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be formal, well written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

**CANAL LANDING NEW YARD
PORTLAND, ME**

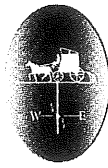
**INFILTRATIVE/PERVIOUS
BOATYARD SURFACE
ANNUAL INSPECTION & MAINTENANCE LOG**

J.22

FACILITY:		YEAR:
LOCATION:		CONTRACTOR:
FUNCTION:		INSPECTOR:
DATE OF INSPECTION:		
ITEM IDENTIFICATION	DESCRIPTION OF CONDITIONS	MAINTENANCE ACCOMPLISHED
GENERAL COMMENTS:		DATE OF MAINTENANCE

**Stormwater Management System
Maintenance Program
Summary Checklist**

Item	Commentary	Frequency				
		Monthly	Quarterly	Semi-Annual	Annual	Long Term
Control Structure	Inspect outlet control to assure it maintains its hydraulic characteristics. Inspect inlets for blockage.		X			
Stormwater Inlets in Series	Stormwater inlets allow flow entry from a surface swale to a piped system. Entry may or may not be equipped with a bar rack. Inspect entry for debris accumulation. Remove debris to allow unimpeded entry. Lawn clippings and leaves should be removed from yard areas.	X			X Clearing	
Tributary Drainage	Inspect to assure that the carrying capacity has not been diminished by debris, sediment or other hydraulic impediments.				X	
Vegetated Swales	Swales should be inspected for erosion and sedimentation		X (until vegetation established)		X	
Infiltration Systems	Observation of the infiltration area and a determination of its performance				X	
Boat Yard Surface	Observe area for clogging and repair surface as needed including regrading/shaping of surface.	X				
Litter	Litter should be removed daily.					



K.1

October 19, 2012

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

DeLuca-Hoffman Associates, Inc.

778 Main Street

Suite 8

South Portland, ME 04106

Attn: Stephen Bushey, P.E.

Re: Canal Landing; 40 West Commercial Street
Ability to Serve with PWD Water

Dear Mr. Bushey:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on September 28, 2012. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Please note that this letter does not constitute approval of this project from the District. Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

Existing Site Service

According to District records, the project site does currently have existing water service. An 8-inch diameter ductile iron fire service line with a domestic service line tapped on private, located as shown on the attached water service card, provides water service to 2 West Commercial Street. A 1-inch diameter HDPE domestic water service, located as shown of the attached water service card, provides water service to 528 Commercial Street. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

Water System Characteristics

According to District records, there is a 12-inch diameter cast iron water main on the north side of Commercial Street and multiple public fire hydrants located across the street from the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Commercial Street 400' east of Beach Street
Hydrant Number: POD-HYD00069
Last Tested: 9/13/2011
Static Pressure: 106 psi
Residual Pressure: 100
Flow: 1,209 GPM

Public Fire Protection

You have not indicated whether this project will include the installation of new public hydrants to be accepted into the District water system. The decision to require new hydrants and to determine their locations is solely that of the local fire department. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.



Domestic Water Needs

The ability to serve request letter indicated that the anticipated average monthly water consumption is estimated to be 3,106 gallons per day. The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of the proposed boat yard. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact the MEANS Division to request a hydrant flow test and we will work with you to get more complete data.

Conditions of Service

The District can confirm that the existing water system has the capacity to serve the proposed development. The District can also confirm that the PWD owned sewer interceptor and sewer treatment plant can handle the additional capacity.

The existing 1-inch service line that serves 528 Commercial Street should be maintained to serve the existing building only. The existing 8-inch water service at this site may be used by the proposed development as long as the project team determines that it will provide adequate flow and pressure for the proposed use. The existing set up of this service, with the domestic tap on private, does not meet current standards. The configuration proposed in the ability to serve request letter which includes a meter located within a pit, would meet current District standards. This meter would need to be rated to withstand the anticipated fire flows and must be sized by a mechanical engineer/sprinkler system designer. A single service may not cross property lines and may only serve a single customer. Please also note that only one bill will be associated with this service.

If any of the existing services will no longer be used as a result of the development then they must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main (for the 1-inch service) or removing the 8-inch gate valve and capping the tapping sleeve (for the 8-inch service).

As design plans become available please send a copy to the MEANS Division for review. We will work with you or your representative to ensure that the design meets our current standards. If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District


Rico Spugnardi, P.E.
Business Development Engineer

L.1



Gorrill-Palmer Consulting Engineers, Inc.

Engineering Excellence Since 1998

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

August 22, 2012

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

Subject: Traffic Assessment-Phase 1
Canal Landing
Portland, Maine

Dear Steve:

Per your request, Gorrill-Palmer Consulting Engineers, Inc. (GPCEI) has completed a traffic assessment for Phase 1 of the proposed boatyard on West Commercial Street just to the west of the Casco Bay Bridge. It is our understanding that the project will consist of a 20,000 sf boat storage facility, and an 1800 sf brokerage building. Up to 10 employees are anticipated at the site. We also understand that the boat launch will be for use of the customers of the yard but will not be open to the general public.

Trip Generation Estimate-Phase 1

Gorrill-Palmer Consulting Engineers, Inc. has estimated the trip generation for the proposed project using the 8th edition of the Institute of Transportation Engineers, Inc. publication, Trip Generation. Land Use Code ((LUC) 150, Warehousing, was used to estimate the traffic for the 20,000 sf warehousing and LUC 710, General Office Building, was used to estimate the traffic for the brokerage. The forecast trip ends are summarized in the table below. A trip end is defined as a trip into or out of the site; thus one round trip equals two trip ends.

Trip Generation Summary - Proposed Boatyard

Land Use	AM Peak	PM Peak	Sat Peak
20,000 s.f. Boatyard	8	9	3
1800 sf Brokerage	3	3	1
Total	11	12	4

Existing Traffic

The 2010 AADT East of Cassidy Point Drive was approximately 19,000 vehicles per day. Based on this we would estimate the PM peak hour would be approximately 1,700 vehicles per hour. Thus the proposed project would not have a noticeable effect.

Mr. Steve Bushey
August 22, 2012
Page 2 of 2

Sight Line Analysis

A single access to the site is proposed approximately 125 feet southerly of the Casco Bay Bridge as shown on the site plan included with the application. The access will be located adjacent to a MaineDOT right of way which will be connected to the proposed driveway.

The posted speed limit on West Commercial Street is 30 mph.

The Maine Department of Transportation has guidelines for sight distances as follows:

MaineDOT Standards for Sight Distance

Posted Speed (mph)	Sight Distance
25	200
30	250
35	305
40	360

Driveway observation point:	10 feet off major street
Height of eye at driveway:	3 ½ feet above ground
Height of approaching vehicle:	4 ¼ feet above road surface

The sight lines at the proposed driveway exceed 400 feet in each direction, which exceed the MaineDOT guidelines.

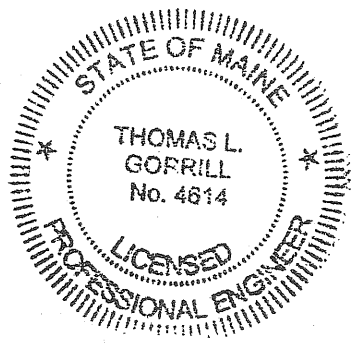
Closing

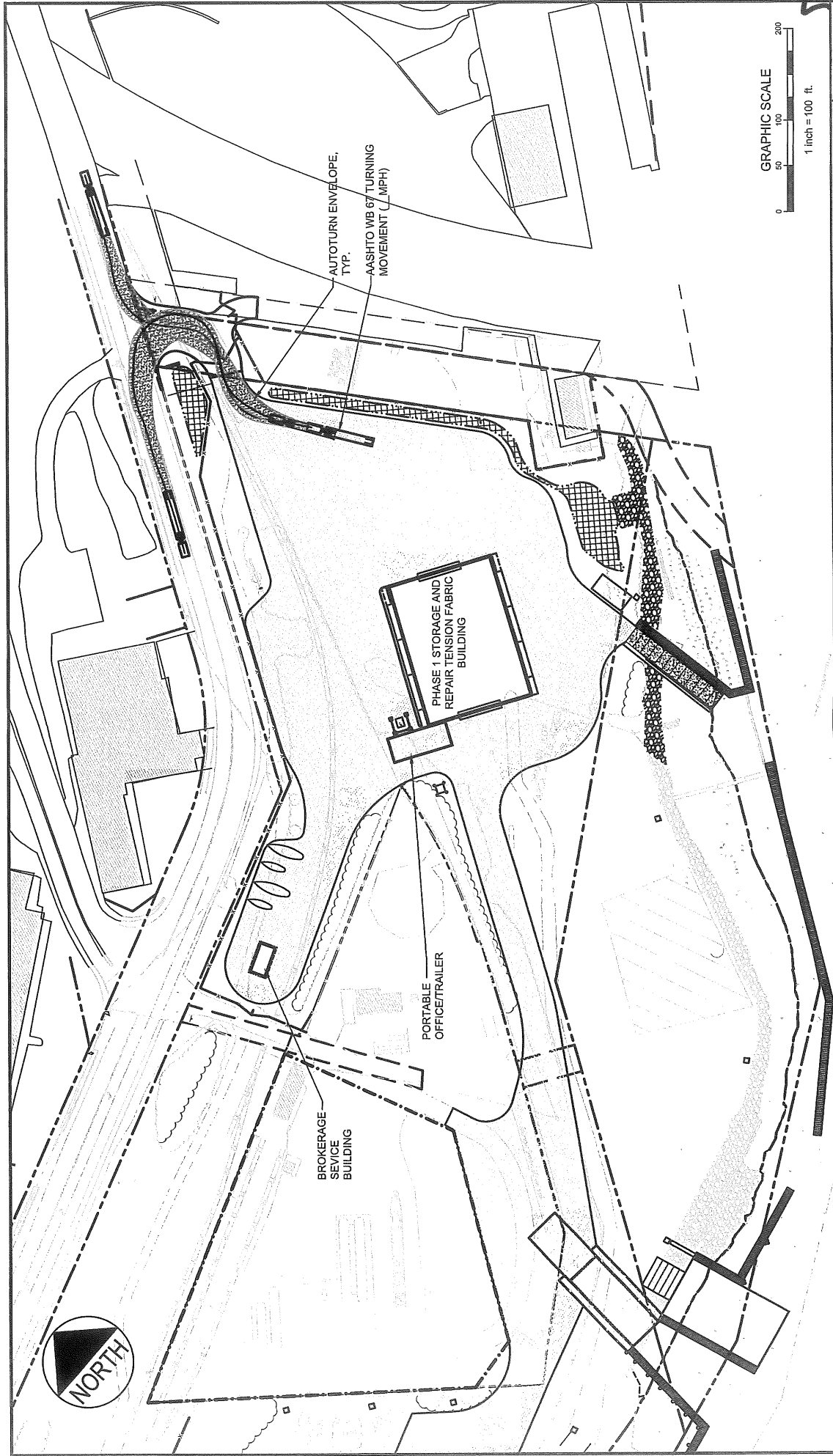
The proposed project is forecast to generate 12 trip ends using a single access which has been combined with the Maine DOT access. It is the opinion of Gorrill Palmer Consulting Engineers, Inc. that the proposed project will not have a significant impact on the proposed roadway system.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

Thomas L Gorrill, P.E., PTOE
President





**AUTOTURN SIMULATION
WB-67 - PHASE 1**

CANAL LANDING



FIGURE
AT-1

DRAWN:	LA	DATE:	10.29.12
DESIGNED:	RJW	SCALE:	1" = 100'
CHECKED:	RJW	JOB NO.:	3062
FILE NAME:	3062-AUTOTURN		

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207.775.1121
 WWW.DELUCAHOFFMAN.COM



M.I

CIMARRON LED 	Cat.#	Approvals	
	Job	Type	

SPECIFICATIONS

Construction:

- Stylish vertically finned die-cast solid top housing for maximum heat dissipation; Stops collection of unsightly debris from gathering on top of the housing
- Rugged lower die-cast aluminum heat sink accelerates thermal management and optimizes PCB and optical performance
- Separate optical and electrical compartment for optimum component operation
- One piece die cut silicone gasket ensures weather proof seal around each individual LED for IP65 rating
- Backlight Control (BC) option available for 85% spill light reduction, doesn't change fixture appearance or EPA, recommended for type III and type IV distributions
- Stamped bezel provides mechanical compression to seal the optical assembly
- Complements the Hubbell SouthWest Series of outdoor fixtures
- Weight - 45.0 pounds, EPA - 1.3 ft²
- Features exclusive wiHUBB technology
 - Wireless system for On/Off and 0-10VDC full range dimming control
 - Programmable autonomous operation

- Automatic thermal self-protection
- Optional continuous dimming to 10% or dual circuitry available
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- 1050 mA driver available with 90L configuration for increased lumen output
- LED electrical assembly, including PR devices, consumes no power in the 'off' state
- Surge protection of 10KA 8/20 μSec wave; clamping voltage of 320V & surge rating of 273J
- Long life - 60,000 hours (L90 at 40°C)

Installation:

- Two die-cast aluminum arm designs are available providing maximum design flexibility
- The decorative arm offers a sleek upswept look while the straight arm follows the housing's contoured lines for continuity of style
- Fixture ships with arm installed for ease of installation and mounts to #2 drill pattern
- Wall bracket, mast arm fitter and pole accessories are also available allowing easy mounting for virtually any application

FINISH

- TGIC thermoset polyester powder paint finish applied at nominal 2.5 mil thickness

WARRANTY

Five year limited warranty (for more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>)

LISTINGS

- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations
- IP65
- DLC listed • IDA approved

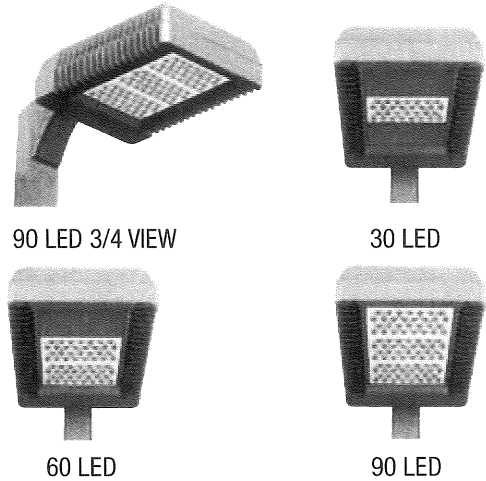
Optics:

- Choice of 32 high brightness LED configurations with individual acrylic lenses specially designed for IES Type II, III, IV and V distributions
- CCT: 5000K standard, 4000K option
- CRI: 70

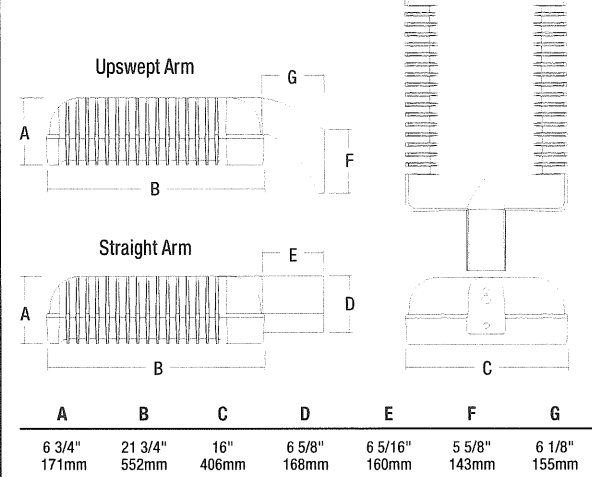
Electrical:

- Universal input voltage 120-277 VAC, 50/60 Hz
- Integral step-down transformer for 347V & 480V
- Ambient operating temperature -30° C to 40° C
- Drivers have greater than 90% power factor and less than 10% THD

PRODUCT IMAGE(S)



DIMENSIONS



CERTIFICATIONS/LISTINGS



ORDERING INFORMATION ORDERING EXAMPLE: CL1-A-90L-U-5K-3-DB-RPA3

CL1	-	-	-	-	-	-	-	-	-
SERIES	NO. OF LEDS	VOLTAGE	CCT	DRIVE CURRENT	OPTIONS	MOUNTING	DISTRIBUTION	COLOR	
CL1 Cimarron LED	90L 90 High brightness LEDs 60L 60 High brightness LEDs 30L 30 High brightness LEDs	U³ Universal 120V-277V, 50/60 Hz 5 480V, 60 Hz F 347V, 60 Hz E⁴ 220V, 50 Hz	4K 4000K 5K 5000K	105 1050 mA (use with 90L only for higher lumen output)	BC⁶ Backlight control BL^{1,2,5} Bi-level control CD² Continuous dimming WB Wall bracket RPA3 3" Round pole adapter RPA4 4" Round pole adapter RPA5 5" Round pole adapter RPA6 6" Round pole adapter F(X)^{3,4} Fusing (replace X with voltage: 1-120V, 2-208V, 3-240V, 4-277V, 5-480V, 6-347V) PR(X)⁵ NEMA Photo cell receptacle (replace X with voltage: U=120-277, 5=480, 6=347) WIH In-fixture wireless control module (120V, 277V, 347V or 480V only), pg. 381 VG Vandal guard	A Arm mount construction (6" straight rigid arm included & acceptable for 90° configurations) AD Decorative arm mount const. (6" decorative upswept arm incl. & acceptable for 90° configurations) MAF Mast arm fitter for mounting to standard 2 3/8" mast arm bracket, includes 6" straight rigid arm	2 Type II 3 Type III 4 Type IV 5 Type V	DB Dark Bronze BL Black WH White GR Gray PS Platinum Silver RD Red (premium color) FG Forest Green (premium color) CC Custom Color	

Notes: 1- For 90L and 60L: N/A 347V & 480V • 2 - BL & CD cannot be combined • 3 - Fuse option not available with universal voltage • 4 - Select F3 fusing option for 220V
 5 - Photocell receptacle not available with BL option • 6 - Recommended for Type III and IV distributions only



LAREDO SERIES

LMC – 18 LEDs **NEW**

Cat.#		Approvals
Job	Type	



SPECIFICATIONS

Intended Use:

Full cut-off, IDA compliant perimeter or entry lighting for 12-15ft mounting heights that require high light output and maximum energy efficiency. Laredo LMC-18 LED wallpack provides low installation costs with little or no maintenance and great energy savings. Ideal for schools, factories, hospitals, warehouses and retail applications.

Construction:

Decorative die-cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for 70% lumen maintenance at 50,000 hours minimum LED life. 800 series powder paint finishes provide lasting appearance in outdoor environments. Five standard finishes include: Bronze, Black, Gray, White and Platinum.

Optics:

LED: 18 High power LEDs deliver 2038 lumens. Combination of optical lenses and reflectors deliver light in a rectangular pattern with better than 3 to 1 max to min uniformity. 5000K/70 CRI LEDs provide excellent color rendition at 46 lumens per watt.

Lenses:

Full cut-off distribution - flat glass and LED optics provide wide spread with an environmentally friendly light control.

Electrical:

Electronic driver 44.5w system, 0.4 AMPS max, 120-277V, 50/60Hz
Optional battery for emergency egress – 120 or 277V – provides 90 minute/615 lumens

Installation:

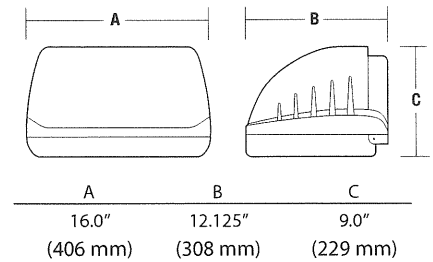
Quick mount system provides rigid mounting over recessed junction boxes – fixture does not require opening for mounting. Foam gasket for sealing to smooth surfaces provided.

Listings:

Listed and labeled to UL 1598 for wet locations, 25° C ambient environments.
U.S. Patent No. D563,587

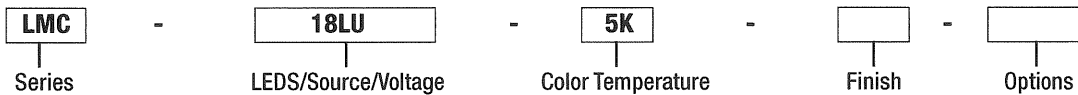
Warranty:

5 year limited warranty



ORDERING INFORMATION

ORDERING EXAMPLE: LMC-18LU-5K-1-PC(4)



SERIES	LEDS/SOURCE/VOLTAGE	COLOR TEMPERATURE	FINISH	OPTIONS
LMC Laredo Medium Cut-off	18LU 18 LEDs, 2038 lumens, 44.5w input, Universal voltage 120-277V	5K Nominal 5000K high CRI	1 Bronze 2 Black 3 Gray 4 White 5 Platinum	PC(X) Button photocontrol replace X with voltage, specify 1-120V, 2-208V, 3-240V, 4-277V BOC-LED(X) Emergency battery providing 615 lumens for egress, specify 1-120V or 4-277V WIH In fixture wireless control module, (120V & 277V only) order separately, consult factory

ACCESSORIES – ORDER SEPARATELY

LMC-SPC	Polycarbonate shield
PBT-1	120V button photocontrol
PBT-1	208/240/277V button photocontrol

ACCESSORIES – ORDER SEPARATELY

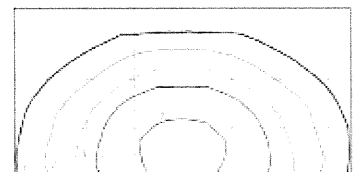
7737101	Replacement lens
----------------	------------------


PHOTOMETRICS

18 LED – Clear lens	LMC-18LU-5K.IES
---------------------	------------------------

Application Template

12 Ft. Mounting Height



LAREDO SERIES LMC - 30LEDs NEW	Cat.#	Approvals	
	Job	Type	

SPECIFICATIONS

Intended Use:

Full cut-off IDA compliant perimeter or entry lighting for 12-18ft mounting heights that require high light output and maximum energy efficiency. Laredo LMC-30 LED wallpack provides low installation costs with little or no maintenance and 60%+ energy savings. Ideal for schools, factories, hospitals, warehouses and retail applications.

Construction:

Decorative die-cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for over 70% lumen maintenance at 50,000 hours minimum LED life. Lektrocote® series powder paint finishes provide lasting appearance in outdoor environments. Five standard finishes include: Bronze, Black, Gray, White and Platinum.

Optics/Electrical

LED:

30 High power LEDs delivers up to 4673 lumens at 700mA and up to 2700 lumens at 350mA. Combination of optical lenses and reflectors deliver light in either type III or type IV distributions, with better than 4 to 1 max to min uniformity. 4000K and 5000K/70 CRI LEDs provide excellent color rendition with up to 78 lumens per watt efficiency.

Electronic driver 71w system, 0.4 AMPS max, or 35w, 0.3 amps max, 120-277V, 50/60Hz.

Lenses:

Full cut-off distribution - individual acrylic LED optics provide IES Type III and Type IV distributions.

Installation:

Quick mount system provides rigid mounting over recessed junction boxes – fixture does not require opening for mounting. Foam gasket for sealing to smooth surfaces provided. Superior performance with 5 to 1 spacing to mounting height ratio.

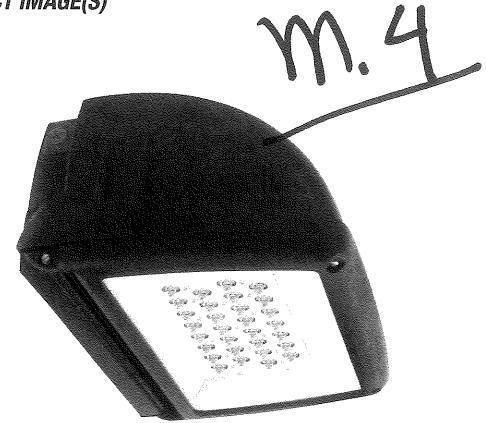
Listings:

Listed and labeled to UL 1598 for wet locations, 25° C ambient environments. Meets DesignLights Consortium (DLC) qualifications. U.S. Patent No. D563,587

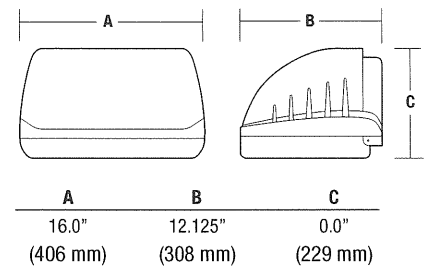
Warranty:

Five year limited warranty (for more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>)

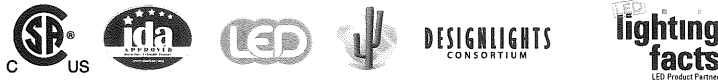
PRODUCT IMAGE(S)



DIMENSIONS



CERTIFICATIONS/LISTINGS



ORDERING INFORMATION

ORDERING EXAMPLE: LMC-30LU-5K-3-1-PC(4)

LMC	-	30LU	-	5K	-		-		-		-	
SERIES	NUMBER OF LEDS/SOURCE/VOLTAGE	CCT	IES DISTRIBUTION	DRIVE CURRENT	FINISH	OPTIONS						
LMC Laredo Medium Cut-off	30LU 30 LEDs, up to 4673 lumens, 71w input, Universal voltage 120-277V	4K 4000K nominal 5K 5000K nominal	3 ^{1,3} Type III (4673 lumens) 4 ^{1,3} Type IV (4507 lumens)	BLANK STD 700MA 035 ³ 350MA	1 Bronze 2 Black 3 Gray 4 White 5 Platinum	PC(X) ² Button photocontrol, replace X with voltage, specify 1-120V, 2-208V, 3-240V, 4-277V WIH In fixture wireless control module, (120V & 277V only) order separately, consult factory						

ACCESSORIES

(order as separate part #)

Catalog Number	Description
LMC-SPC	Polycarbonate shield
PBT-1	120V button photocontrol
PBT-1	208/240/277V button photocontrol

1 Standard 700MA Type III distribution produces 4673 lumens, Type IV 4507 lumens at 71w
 2 PC(X) Replace X with 1-120V, 2-208V, 3-240V, 4-277V
 3 350mA Type III distribution produces 2500-2700 lumens at 35watts

N.1



October 3, 2012

DeLuca-Hoffman Associates, Inc.
778 Main Street
Suite B
South Portland, ME 04106

Attn: Robert J. Woodman P.E., C.P.E.S.C

Re: Canal Landing Boat Yard

Dear Mr. Woodman,

Thank you for your inquiry regarding transportation and disposal services provided by ENPRO Services, Inc. (ENPRO). We have been servicing Portland Yacht Services at 58 Fore Street, Portland, ME since 2005. The most common drummed waste that we have removed from this site is as follows:

- Paint thinners
- Gasoline/water mixtures
- Oily solids: rags/pads etc.
- Antifreeze

These wastes have been stored in DOT Approved containers provided by ENPRO Services. We will receive a request for pickup at which time the ENPRO prints out all appropriate documentation for the proper transportation and disposal of this material. These wastes are transported to two ENPRO Services treatment, storage and disposal facilities (TSDF):

- ENPRO Services of Maine, Inc. (EMI)
- ENPRO Services of Vermont, Inc. (EVI)

The paint thinner waste is transported as a hazardous material to our EVI facility. This facility is a licensed hazardous waste storage facility with a RCRA Part B permit. At this facility the paint thinner is blended with other thinners and is transported in bulk to a final receiving facility; which is currently Norlite Corporation.

N.2



The remainder of the drummed waste is transported to our EMI facility. This facility is a fully licensed waste oil, RCRA Part B and Industrial Waste Water discharge facility.

The gasoline/water mixture is blended with other gasoline/water mixtures and is transported in bulk for recycling to Global Company. The oily solids are combined with other oily solids and are transported to Waste Management for landfill. The antifreeze is bulked with other antifreeze waste and is transported for recycling to either Cyn Oil Corporation or New Stream.

All waste transported and disposed of are tracked internally using our data management system, Terralink Data Exchange. We are capable of providing reports to our customers regarding the type and amount of waste transported as well as frequency to assist in our customers reporting to various state agencies.

Attachment A is an overall yet brief description of ENPRO Services, Inc. and our capabilities.

If you have any further questions or require additional information, please do not hesitate to contact me via email at mhannon@enpro.com or my direct line at 207-523-4202.

Sincerely,

A handwritten signature in black ink that reads "Mary F. Hannon".

Mary F. Hannon
General Manager, ENPRO Services, Inc.
31 Waldron Way
Portland, ME 04103

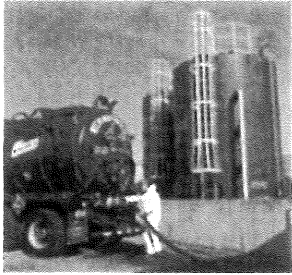
ENPRO Services, Inc.

Serving Engineering, Industrial, Manufacturing and Commercial clients throughout the greater northeastern states



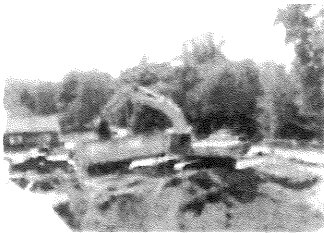
24 Hour Emergency Response

- Spill containment & clean up
- Transport/disposal of bulk & containerized shipments
- Confined space entry
- Equipment rentals (frac tanks, roll-offs, treatment systems, glycol heater)



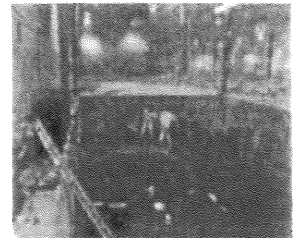
Transportation & Disposal Services

- Vacuum Trucks (bulk liquids)
- Vactor Trucks (bulk solids, sludge and liquids)
- Sampling, waste analysis and disposal characterization
- Lab packs, waste ID, consolidation and packaging
- Universal waste management (CRTs, mercury containing devices, fluorescent bulbs, ect.)



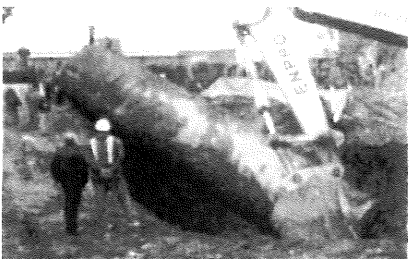
Field Services

- Facility decontamination and closures
- Oil/water separator pump-outs, cleaning and maintenance
- Remediation of contaminated property
- Soil and groundwater treatment systems
- Confined space entry & cleanings



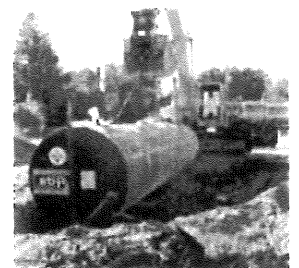
Property Transaction Compliance

- Soil borings and sampling
- Monitoring well installation
- Groundwater sampling
- Site assessment investigations for regulatory compliance, property transfers, or refinancing



Petroleum & Chemical Storage Tank Services

- UST/AST retrofits, upgrades, removals and installations
- UST/AST permitting and maintenance
- Removal, transport and disposal of petroleum-contaminated waters from piping sumps and tank bottoms



www.enpro.com

12 Mulliken Way
 Newburyport, MA 01950
 (978) 465 - 1595
 Fax (978) 465 - 2050

709 Keith Avenue
 Pembroke, NH 03275
 (603) 410 - 1150
 Fax (603) 410 - 1151

54 Avenue D
 Williston, VT 05495
 (802) 860 - 1200
 Fax (802) 860 - 7202

31 Waldron Way
 Portland, ME 04103
 (207) 878 - 3031
 Fax (207) 878 - 3043

0.1

EROSION AND SEDIMENTATION CONTROL REPORT

CANAL LANDING NEW YARD
40 WEST COMMERCIAL ST
PORTLAND, ME

PREPARED FOR

NEW YARD, LLC
58 FORE ST
PORTLAND, MAINE 04101
(207) 774-1067

PREPARED BY

DELUCA-HOFFMAN ASSOCIATES, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

OCTOBER 2012

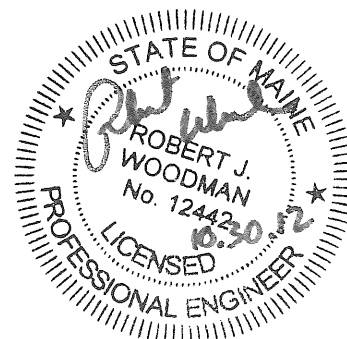


TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
A.	Introduction	1
B.	Existing Conditions	1
C.	Proposed Project	3
D.	Overview of Soil Erosion and Sedimentation Concerns	4
E.	Description and Location of Limits of All Proposed Earth Movements	5
F.	Critical Areas	5
G.	Erosion/Sedimentation Control Devices	5
H.	Temporary Erosion/Sedimentation Control Measures	7
I.	Standards for Stabilizing Sites for the Winter	9
J.	Special Measures for Summer Construction	11
K.	Sedimentation Sumps	12
L.	Permanent Erosion Control Measures	12
M.	Timing and Sequence of Erosion/Sedimentation Control Measures	12
N.	Contracting Procedure	13
O.	Provisions for Maintenance of the Erosion/Sedimentation Control Features	18
P.	Preconstruction Conference	19
Q.	Appendices	20
R.	Plan References	20

Figures and Photographs (See Attachment to Application)

- Figure 2 – USGS Location Map
- Figure 3 – Tax Map
- Figure 4 – Zoning Map
- Figure 5 – Aerial Photograph
- Figure 7 – FEMA Flood Map
- Figure 8 – USDA SCS Soils Map
- Figure 9 – GIS Sand and Gravel Aquifer Map
- Figure 10 – Surficial Geology Map
- Figure 11 – NWI Map

Appendices

- Appendix A – Seeding Plan
- Appendix B – Sample Erosion Control Compliance Certification and Inspection Forms
- Appendix C – DirtGlue™ Application and Use Requirements

A. INTRODUCTION

New Yard, LLC proposes to construct, own, and operate a new boat maintenance and repair yard within approximately 22 acres of land located prominently along the West Commercial Street waterfront. The project represents an ideal reuse of a former highly industrialized property that over the years has fallen into non-use except for some ongoing LP and Natural Gas storage and distribution facilities. The property maintained a prominent role in the City's Waterfront District for well over a century and a half as the Portland Gas Light Company and Maine Central Railroad operated active business interests up until at least the 1970's. In more recent times, the site has been undeveloped except for the ongoing LP/Natural Gas operations.

The proposed project includes multiple buildings to be constructed over two or more phases along with new shorefront uses including one or more boat ramps, docks, new or reconstructed piers and a travel lift basin. The applicant's plans include up to three buildings constructed to support the boat maintenance and repair operations. Additional future buildings are also contemplated to support marine related operations including retail/warehouse space, yacht brokerage/sales, marine product processing and the potential of large vessel berthing. The applicant is currently seeking Phase I approval for the construction of a single building, related yard improvements, boat ramps, and surface stabilization.

The project includes site development activities involving earthwork, grading, shorefront stabilization, pier rehabilitation, boat ramps, building construction, utilities and overall site stabilization. This work will be completed cooperatively with the landowners, and in accordance with site remedial activities to be accomplished by existing landowners under the State's Voluntary Response Action Program (VRAP).

This section of the permit application presents the Erosion Sediment Control Plan designed for the project. The erosion control plans will be contained in the contract documents for implementation by the Contractor who is awarded the bid for the project. Similarly, the applicant's own work force will also comply with these requirements. The construction of the project will be phased. This project is coordinated with the MeDEP erosion control requirements. The Contract documents will require that turbid discharges from the site do not occur (measured by NTU with non-turbid runoff defined by representative samples with turbidity below 280 NTU at any discharge location), fugitive dust emissions will be controlled, the requirements of this erosion control plan, and all permit requirements will be fulfilled. Winter construction will be required. Specific erosion controls stipulated by the plan and this report are minimum requirements.

B. EXISTING CONDITIONS

The site consists of approximately 22.5 acres of land that is composed of four primary areas described as follows:

1. **Inland Parcel (Map 59A, Lot 2)**: Consists of a triangular shaped 3.96-acre area owned by Northern Utilities, Inc. (dba Unitil) and occupied by both Unitil and NGL Propane. This area is centrally located within the development site and is accessed from a single entrance off Commercial Street, opposite the Beach Street intersection. This area will continue to function as an LP gas distribution facility into the future under a long-term lease agreement. This area is also a Transportation Worker Identification Credential (TWIC) secured area that is, and will remain, fenced around its perimeter.

2. **Portland Terminal Parcel (Map 59A, Lots 1, 2, 4, 7, 8, 11 and 12):** This area is irregularly shaped and contains frontage along Commercial Street along with the site's westerly frontage. The site area is approximately 9.8 acres. Active rail tracks occupy the westerly side and those tracks are basically used for deliveries to the Unitil terminal. Remnant tracks remain east of the Unitil driveway, although they are not in use and will be removed as part of the project. Most of the Portland Terminal site is currently undeveloped land. It is noted that the northwest area of this parcel was also the headwater of the original Cumberland and Oxford Canal, generally opposite the end of what is now Clark Street. It is for this reason the project's name has been crafted as Canal Landing New Yard.
3. **The Shoreline Parcel (Map 59A, Lots 5, 6, 9 and 10):** This 4.17-acre area is irregularly shaped and contains approximately 1,075 LF of waterfront. The property is generally unoccupied although there is an existing gangway that provides access to a remnant pier line and dilapidated pilings are located throughout the frontage.
4. **The Option Parcel (Map 59A, portion of Lot 3):** This area consists of approximately 4 acres of Portland Terminal Land to the far west side of the land under consideration. This land includes the active tracks closer to Commercial Street as well as dilapidated pier remains along the shorefront. This area also contains a remnant concrete foundation floor slab that previously served as the foundation for a clay storage silo for the paper mills.

In general, the NGL Propane site is operated under a long-term lease and is unaffected by the proposed boat yard operations. The gas site contains four structures and ancillary infrastructure related to the ongoing LP Gas distribution and storage operations. Within the fenced operations area there are five existing LP Gas storage tanks ranging in size from 30,000 gallons to 60,000 gallons. These tanks are anticipated to remain in the future.

Owen Haskell, Inc. has completed a topographic survey of the property. The site is relatively flat with the highest points along the Commercial Street frontage, sloping to the middle of the site. Site elevations along Commercial Street trend down from west to east from elevation 18' (NGVD 1929) to elevation 15'. The site's low areas are near elevation 9'-10' while most of the waterfront top of bank is near elevation 12'. The High Annual Tide Line (HAT) for the Fore River is elevation 7.4' and mean low water is approximately elevation -4.0'. Owen Haskell, Inc. has also completed bathymetric survey data collection and found water depths within 50' of the low water line to be 10' to 30'. The Federal Channel is also represented on the project's preliminary drawings and it is generally located 60' to 120' off the shorefront. No activities are proposed beyond the Federal Channel line.

Generally speaking, the site's runoff infiltrates into the ground or drains directly to the Fore River via overland flow. There are no drainage systems on site, although there is a closed storm drainage system within Commercial Street. The Commercial Street drainage system ultimately ties into the 42" interceptor sewer.

Due to the site's historic industrial condition much of the surface consists of sand and gravel fill, asphalt or otherwise sparsely vegetated ground surface.

The site has undergone extensive review related to the environmental conditions associated with the previous site uses. As part of previous soil investigation at the site, over 250 subsurface explorations including 120 soil borings, 25 test pits, and 107 core penetrometer tests have been completed. The site's soil layers are generally characterized as follows:

- 10 to 15 feet of sand and gravel fill – there is little to no organic surface layer throughout the site.
- 5 to 10 feet of silt and sand.
- 10 to 40 feet of gray clay identified as the Presumpscot formation.
- 30 to 40 feet of dense silty marine sands.
- An undetermined thickness of dense silty sand and gravel identified as glacial till overlaying bedrock.

Observed soils conditions at the ground surface include fill material containing coal, coal ash, clinker, brick, degraded asphalt, and hardened tar comingled with scarified sand and gravel. Eroded soils conditions have been observed along the shoreline in and behind the existing granite revetment wall and remnant pier areas. The project’s site development activities include restoration, rehabilitation, and stabilization of these areas.

According to various investigation data, depth to groundwater varies from 3 to 7 feet and this likely varies with tidal conditions in the Fore River. Generally speaking, the groundwater flows from the northwest to the southeast across the site.

C. PROPOSED PROJECT

The applicant proposes to redevelop the property in a manner consistent with the WPDZ Standards as well as VRAP requirements. The development program includes the following components:

ONSITE

The development involves a cooperative effort between the existing property owners and the applicant to complete remedial actions on the site to address recognized environmental conditions. These actions may include excavation and removal, capping or other remedies. Northern Utilities/Unutil, with their participation in the VRAP program, has received a No Action Assurance letter from the MeDEP, as evidence of the MeDEP’s acceptance of the plans.

In addition to the remedial activities, the development program includes phased development of boat maintenance facilities and future ancillary marine related uses. Phase 1 and future Master Plan development activities are summarized as follows:

Phase 1 – Will Include:

- Site clearing, stabilization and general clean up.
- Construction of a 19,200 SF building for storage and boat maintenance operations.
- Construction of two concrete boat ramps along shorefront. One at the east end of the site and the second towards the west.
- Establishment of yard areas and surfaces for heavy equipment including travel lift, trucks, and boat repair. (Repair and maintenance often takes place outside, particularly if the vessel is large and does not fit into a building.) Boats that are out of the water for the winter season all need to have work done on them to prepare them for re-launching.)
- Installation of utilities for initial building use as well as future phase activities.

- Shore front improvements including revetment repairs and ground surface stabilization with riprap and stabilized fill.
- Rehabilitation of former pier pilings for use as part of a new dock system along the waterfront. Custom Floating docks are proposed to tie into the existing system of pilings and dolphins located along the waterfront.
- A 20' x 36' wood framed single story structure is proposed as an office space for a yacht brokerage operation. The building and display of vessels are proposed along the Commercial Street frontage.
- The location of a 1,500 ton dry dock.
- A travel lift basin to be constructed of sheet piling within the westerly shoreline. The travel lift basin will allow larger vessels to be removed from the water for repairs and maintenance.
- Remedial activities performed by Contractors under the direction of Northern Utilities/Unitil.

OFFSITE

Site access is proposed via Commercial Street as well as from the Fore River. A primary site entrance is proposed at the site's far easterly frontage. This entrance will be shared with the MDOT for their occasional access to a maintenance building. This primary access is proposed during Phase 1 development.

D. OVERVIEW OF SOIL EROSION AND SEDIMENTATION CONCERNS

The primary emphasis of the Erosion and Sedimentation Control Plan to be implemented for this project is as follows:

- **Temporary Measures:** Planning the project to have erosion resistant measures in place by implementing measures intended to prevent erosion from occurring.
- **Phasing Sequencing:** The plan includes measures to intercept and convey runoff to temporary sediment sumps as the construction of the project occurs. The use of small temporary collection sumps with a clean sand filter above an underdrained discharge is recommended to supplement the principal sumps to help reduce turbidity. Turbidity should be controlled to fewer than 280 NTU's in any discharge through the use of settling basins, filters, Dirtbags™, or chemical coagulants.
- **Use of Type 1 Settling:** Installing sediment sumps and swales early in the construction sequence to provide secondary relief for erosion control measures within the site until late in the project when the sedimentation areas need to be removed for final restoration.
- **Restabilization:** Stabilization of areas denuded to underlying parent material must occur within stipulated time frame to minimize the period of soil exposure and stabilization of drainage paths to avoid rill and gully erosion.
- **Interim Entrapment:** The use of on-site measures to capture sediment (hay bales/silt fence, etc.) before it is conveyed to sediment sumps.
- **Long Term Site Protection:** The implementation of long-term measures for erosion/sediment and pollutant treatment through the construction of permanent water quality measures.

- **Special Winter Construction Measures:** These will be required for work between September 15 and April 15.

E. DESCRIPTION AND LOCATION OF LIMITS OF ALL PROPOSED EARTH MOVEMENTS

The construction of the project will disturb about 7.3 acres of land. The limit of disturbance is generally coincident with the limit of grading.

The earth moving will include trenching for underground utilities, earthwork to reshape the site and construct trenches along the easterly edge, earthwork to prepare and shape the prepared boatyard surface, and excavation attendant with the buildings and excavation and borrow for the project improvements. Some additional work is required pursuant to the MeDEP VRAP to be addressed by Unutil and their assigns. Activities related to pile removal/replacement will occur below the mean low water mark and these activities may result in a temporary reduction in water quality due to suspended solids/sediments and are considered an unavoidable impact.

F. CRITICAL AREAS

Critical resource areas include the Fore River and associated shoreline stabilization. No special species habitats have been identified. It is noted that stormwater system consisting of a infiltration through the proposed prepared boatyard stone surface shall not be activated until the tributary areas have been stabilized.

G. EROSION/SEDIMENTATION CONTROL DEVICES

As part of the site development, the Contractor will be obligated to implement the following erosion and sediment control devices. These devices shall be installed as indicated on the plans or as described within this report. For further reference on these devices, see the *Maine Department of Environmental Protection Erosion and Sediment Control BMPS Manual (March, 2003)*.

1. Siltation barrier shall be installed down slope of any disturbed areas to trap runoff borne sediments until the site is revegetated. The silt barrier shall be installed per the detail provided in the plan set and inspected immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall make repairs immediately if there are any signs of erosion or sedimentation below the barrier line. If such erosion is observed, the Contractor shall take proactive action to identify the cause of the erosion and take action to avoid its reoccurrence. Typically, this requires that stabilization measures be undertaken. Proper placement of stakes and keying the bottom of the silt barrier fabric into the ground is critical to the barrier's effectiveness. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the barrier, the barrier shall be replaced with a stone check dam and measures taken to avoid the concentration of flows not directed to the silt barrier.
2. Silt barrier is shown by three types, depending upon the timing and intent, as follows:

SCHEDULE OF SILT BARRIER REQUIREMENTS		
Silt Barrier	Type/Purpose	Time of Installation
Condition 1	To trap sediment along the grading edge where the new contours nearly parallel existing contours.	At initial site preparation, prior to other work.

SCHEDULE OF SILT BARRIER REQUIREMENTS		
Silt Barrier	Type/Purpose	Time of Installation
Condition 2	To trap sediment from the work area; install in short sections parallel to existing contour; typically occurs where proposed and existing contours form a "V" shape.	At initial site preparation, prior to other work. On occasion, this needs to be deferred until the area for the silt barrier installation can be reached.
Condition 3	To trap sediment along the base of proposed contours, typically in cut areas.	During construction after new grade is shaped. Time between work in area and shaping new grade to allow silt barrier to be installed shall be minimized.

Conditions 2 and 3 silt barrier may be used between project phases. In the event of frozen ground where silt barrier cannot be installed, a wood waste berm may be used as a substitute.

3. Straw or hay mulch including hydroseeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulching should be occurring several times per week when the site construction activity is high and at sufficient intervals to reduce the period of exposure of bare soils to the time limits set forth in this plan. Mulch placed on slopes of less than 10 percent shall be anchored by applying water; mulch placed on slopes steeper than 10 percent shall be covered with fabric netting as immediately after mulching as practicable and anchored with staples in accordance with the manufacturer's recommendations. Proposed drainage channels, which are to be revegetated, shall receive Curlex blankets by American Green selected for the slope, velocity, and whether the measure is temporary or intended to be in place for a sustained period. Mulch application rates are provided in Appendix A of this section. Hay mulch shall be available on site at all times in order to provide immediate temporary stabilization when necessary. Where necessary, a windrow of crushed stone and/or gravel shall be placed at the top of the slope and directed to a temporary stone channel or pipe sluice to convey runoff down slopes. A dissipation device such as stone or a plunge pool should be installed at the base of the slope and sluice outlet to dissipate the energy of the water from the sluice or channel.
4. Temporary sediment sumps will provide sedimentation control for stormwater runoff from disturbed areas during construction until stabilization has been achieved. The sediment sumps need to include a sand filter above an underdrain or a chemical coagulant to remove fine-grained sediment. Appropriate measures to reduce sediment suspended in discharges to less than 280 NTU's will be required.
5. Riprap slopes, ditch linings, stone check dams, hay bale barriers, and culvert outlet aprons are intended to stabilize and protect denuded soil surfaces or dissipate the energy and erosive forces from concentrated flows. Installation details and stone sizes are provided in the construction plan set on the erosion control detail sheets.
6. A construction entrance will be constructed at all access points onto the site to prevent tracking of soil onto adjacent local roads and streets. Routine pavement sweeping will be necessary during construction and as part of regular operations.
7. Stone sediment traps or a premanufactured SiltSack™ and a sediment bag will be installed at catch basin inlets to prevent silt from entering the storm drain system. Installation details are provided in the plan set on the erosion control detail sheets.

8. Dirtbags™ will be required to be on site and available for construction dewatering. The Contractor will be required to provide four Dirtbags™ with one prepared for operation prior to commencing any trenching operations. Dirtbags™ will need to be installed above filter sand and crushed stone in accordance with the details shown on the plan set will need to be installed.
9. Loam and seed is intended to serve as the primary permanent revegetative measure for all denuded areas not provided with other erosion control measures, such as riprap or manmade pervious surface. Application rates are provided in Appendix A of this section for temporary and permanent seeding. It is anticipated there will be a limited area of grass establishment beyond what currently exists based on the project's needs for boat storage.
10. Stone check dams will be installed in areas noted on the plan or as warranted, based upon observations during construction of the site.
11. Silt logs are an option for stone check dams and may be substituted provided the devices are well anchored.
12. Sorbent booms are intended to capture oils and the asphalt sheen from paved surfaces and shall be installed in all catch basins adjacent to paved drives prior to pavement being installed.
13. DirtGlue™ is an acceptable means of temporary stabilization and is intended to form a "crust" on the surface that is resistant to erosion. However, applications where DirtGlue™ is used must be protected from traffic that would crack the "crust" and the DirtGlue™ has temperature limitations that restrict the periods of use. Use of this material shall conform to the requirements of Appendix D.

H. TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES

The following are planned as temporary erosion/sedimentation control measures during construction:

1. Crushed stone-stabilized construction entrances shall be placed at any construction access points from adjacent streets or the existing parking lot. The locations of the construction entrances shown on the drawings should be considered illustrative and will need to be adjusted as appropriate and located at any area where there is the potential for tracking of mud and debris onto existing roads or streets. Stone stabilized construction entrances will require the stone to be removed and replaced, as it becomes covered or filled with mud and material tracked by vehicles exiting the site.
2. Condition 1 and 2 silt barrier shall be installed along the downgradient side of the proposed improvement areas. The silt barrier will remain in place and properly maintained until the site is acceptably re-vegetated. Condition 3 silt barrier is to be used along the contour of significant fill slopes as illustrated on the erosion control plan site drawings. Silt barrier needs to be checked to insure the bottom is properly keyed in and inspected after significant rains. Wood chips or Erosion Control Mix is often used on the construction side of the silt barrier to provide an extra margin of safety and security for the silt barrier. This practice is encouraged, provided the chips are removed when the barrier is removed.
3. Dirtbags™ shall be used in accordance with the details in the plan set. The purpose of the Dirtbags™ is to receive any water pumped from excavations during construction. A Dirtbag™ shall be installed and prepared for operation prior to any trenching on site. When Dirtbags™ are observed to be at 50% capacity, they shall be cleaned or replaced. Stone and filter sand under the Dirtbag™ shall be removed and replaced concurrently with the replacement of the Dirtbag™.

4. Temporary stockpiles of common excavation will be protected as follows:
 - a) Temporary stockpiles shall not be located at least 50 feet upgradient of the perimeter silt barrier.
 - b) Inactive stockpiles shall be stabilized within 5 days by either temporarily seeding the stockpile with a hydroseed method containing an emulsified mulch tackifier or by covering the stockpile with mulch. If necessary, mesh shall be installed to prevent wind from removing the mulch.
5. All denuded areas except gravel areas shall receive mulch, erosion control mesh fabric, or other approved temporary erosion sediment measure within 7 days of initial disturbance of soil or before a predicted rain event of $>1/2''$ unless permanent measures are installed.
6. All soils disturbed between September 15 and April 15 will be covered with mulch within 5 days of disturbance, prior to any predicted storm event of the equivalent of $1/2''$ of rainfall in a 24-hour period, or prior to any work shutdown lasting more than 35 hours (including weekends and holidays). The mulch rate shall be double the normal rate.

For work that is conducted between September 15 and April 15 of any calendar year, all denuded areas will be covered with hay mulch, applied at twice the normal application rate, and (in areas over 10% grade) anchored with a fabric netting. The time period for applying mulch shall be limited to 5 days for all areas, or immediately in advance of a predicted rainfall event.
7. Stone check dams, silt logs, or hay bale barriers will be installed at any evident concentrated flow discharge points during construction and earthwork operations.
8. Silt fencing with a maximum stake spacing of 6 feet should be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart. The bottom of the fence should be properly anchored a minimum of 6" per the plan detail and backfilled. Any silt fence identified by the owner or reviewing agencies as not being properly installed during construction shall be immediately repaired in accordance with the installation details.
9. Storm drain catch basin inlet protection shall be provided through the use of stone sediment barriers or a premanufactured SiltSack™. Stone sediment barrier installation details are provided in the plan set. The barriers or SiltSacks™ shall be inspected after each rainfall and repairs made as necessary, including the removal of sediment. Sediment shall be removed and the barrier or SiltSack™ restored to its original dimensions when the sediment has accumulated to one-half the design depth of the barrier. Sediment shall be removed from SiltSacks™ as necessary. Inlet protection shall be removed when the tributary drainage area has been stabilized.
10. All slopes steeper than 4:1 shall receive erosion control mesh.
11. Slopes steeper than 3:1 shall receive reinforced turf.
12. Condition 3 silt barriers shall be installed as construction progresses.
13. Areas of visible erosion and the temporary sediment sumps shall be stabilized with crushed stone. The size of the stone shall be determined by the contractor's designated representative in consultation with the Owner.

14. All catch basins, which receive runoff from current or paved areas being constructed as part of this project, shall have a sorbent boom installed prior to placing the basin in operation installing binder pavement, or overlays. These sorbent booms shall be checked weekly for the three weeks following paving and replaced as necessary with the booms disposed of in accordance with local and State regulations.
15. Any flow from the site that is concentrated must be directed to a sump with sand filter and underdrained discharge.
16. Concentrated runoff shall be diverted away from slopes of over 10 percent unless the slope is armored with stone.
17. Underground utilities must be installed in compliance with the following standards and other requirements of this erosion control plan:
 - No more than 500 linear feet of trench may be opened at one time;
 - Excavated materials shall be placed on the uphill side of trenches;
 - Dewatering of the trench shall be pumped through a Dirtbag™ and appropriate sediment control facilities to avoid a turbid discharge; and
 - Stabilization shall occur as soon as practicable.
18. Rice straw wattles shall be used to control localized erosion.
19. Maintenance of the erosion control, sedimentation facilities, and control of fugitive dust must occur until the site is stabilized with permanent erosion control measures.

I. STANDARDS FOR STABILIZING SITES FOR THE WINTER

The construction of the project may require winter construction. The project is anticipated to require about 6 months to construct. For permitted winter construction, the erosion control measures are substantially more stringent due to the cold temperatures and lack of weather conditions which aid in drying the subgrade soils through evaporation.

If construction activities involving earth disturbance continue past September 15 or begin before April 15, the following must be incorporated with the erosion control plan and implementation:

1. Enlarged access points must be stabilized to provide for snow stockpiling.
2. Limits of disturbance shall be reduced to the extent practicable.
3. A snow management plan including adequate storage and control of snowmelt, requiring cleared snow to be stored downgradient of all areas of disturbance shall be prepared by the contractor and submitted to the Owner for review and approval.
4. Snow shall not be stored in sediment basins or to preclude drainage structures from operating as intended.
5. A minimum 25-foot buffer maintained from perimeter controls such as silt fence shall be maintained on the "work area side" to allow for snow clearing and maintenance.
6. Drainage systems intended to operate during the winter shall be catalogued, shown on a plan, and inspected after each snow removal period to make sure the drainage structures are open and free of snow and ice dams.
7. To ensure cover of disturbed soil in advance of a melt event, areas of disturbed soil must be stabilized at the end of each work day, with the following exceptions:

- If no precipitation within 24 hours is forecast and work will resume in the same disturbed area within 24 hours, daily stabilization is not necessary.
 - Disturbed areas that collect and retain runoff, such as house foundations or open utility trenches.
8. Standard for the timely stabilization of ditches and channels: The Contractor shall construct and stabilize all stone-lined ditches and channels on the site by September 15. The contractor shall construct and stabilize all grass-lined ditches and channels on the site by September 1. If the Contractor fails to stabilize a ditch or channel to be grass-lined by September 1, then the Contractor shall take one of the following actions to stabilize the ditch for late fall and winter.
- i. Install a sod lining in the ditch. The contractor shall line the ditch with properly installed sod by September 15. Proper installation includes the applicant pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, watering the sod to promote root growth into the disturbed soil, and anchoring the sod with jute or plastic mesh to prevent the sod strips from sloughing during flow conditions.
 - ii. Install a stone lining in the ditch. The contractor shall line the ditch with stone riprap by September 15. The contractor shall hire a registered professional engineer to determine the stone size and lining thickness needed to withstand the anticipated flow velocities and flow depths within the ditch. If necessary, the Contractor shall regrade the ditch prior to placing the stone lining so as to prevent the stone lining from reducing the ditch's cross-sectional area.
9. Standard for the timely stabilization of disturbed slopes: The Contractor shall construct and stabilize stone-covered slopes by September 15. The Contractor shall seed and mulch all slopes to be vegetated by September 1. The Department will consider any area having a grade greater than 15% (10H:1V) to be a slope. If the Contractor fails to stabilize any slope to be vegetated by September 1, then the Contractor shall take one of the following actions to stabilize the slope for late fall and winter.
- i. Stabilize the soil with temporary vegetation and erosion control mesh. By September 15, the Contractor shall seed the disturbed slope with winter rye at a seeding rate of 3 pounds per 1,000 square feet and apply erosion control mats over the mulched slope. The contractor shall monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed slope by September 15, then the Contractor shall cover the slope with a layer of wood waste compost as described in item iii of this standard or with stone rip rap as described in item iv of this standard.
 - ii. Stabilize the slope with sod. The Contractor shall stabilize the disturbed slope with properly installed sod by September 15. Proper installation includes the Contractor pinning the sod onto the slope with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil. The Contractor shall not use late-season sod installation to stabilize slopes having a grade greater than 33% (3H:1V) or having groundwater seeps on the slope face.
 - iii. Stabilize the slope with wood waste compost. The Contractor shall place a six-inch layer of wood waste compost on the slope by September 15. Prior to placing the wood waste compost, the Contractor shall remove any snow accumulation on the disturbed slope. The contractor shall not use wood waste compost to stabilize slopes having grades greater than 50% (2H:1V) or having groundwater seeps on the slope face.

- iv. Stabilize the slope with stone rip rap. The Contractor shall place a layer of stone riprap on the slope by September 15. The Contractor shall hire a registered professional engineer to determine the stone size needed for stability and to design a filter layer for underneath the riprap.
10. Standard for the timely stabilization of disturbed soil: By September 1, the Contractor shall seed and mulch all disturbed soils on areas having a slope less than 15%. If the Contractor fails to stabilize these soils by this date, then the Contractor shall take one of the following actions to stabilize the soil for late fall and winter.
- i. Stabilize the soil with temporary vegetation. By September 15, the Contractor shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1,000 square feet, and anchor the mulch with plastic netting. The Contractor shall monitor the growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed soil before September 15, then the Contractor shall mulch the area for over-winter protection as described in item iii of this standard.
 - ii. Stabilize the soil with sod. The Contractor shall stabilize the disturbed soil with properly installed sod by September 15. Proper installation includes the Contractor pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.
 - iii. Stabilize the soil with mulch. By September 15, the Contractor shall mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1,000 square feet on the area so that no soil is visible through the mulch. Prior to applying the mulch, the Contractor shall remove any snow accumulation on the disturbed area. Immediately after applying the mulch, the Contractor shall anchor the mulch with plastic netting to prevent wind from moving the mulch off the disturbed soil.
 - iv. Stabilize all stockpiles with mulch within 24 hours.

J. SPECIAL MEASURES FOR SUMMER CONSTRUCTION

The summer period is generally optimum for construction in Maine, but it is also the period when intense short duration storms are most common, making denuded areas very susceptible to erosion, when dust control needs to be the most stringent, and when the potential to establish vegetation is often restricted by moisture deficit. During these periods, the Contractor must:

1. Implement a program to apply dust control measures on a daily basis except those days where the precipitation exceeds 0.25 inch. This program shall extend to and include adjacent streets used by construction vehicles.
2. Spray any mulches with water after anchoring to dampen the soil and encourage early growth. Spraying may be required several times. Temporary seed may be required until the late summer seeding season.
3. Mulch, cover, and moisten stockpiles of fine-grained materials, which are susceptible to erosion. In the summer months, the potential for wind erosion is of concern, as well as erosion from the intense, short-duration storms, which are more prevalent in the summer months.

- 4. Take additional steps needed to control fugitive dust emissions to minimize reductions in visibility and the airborne disbursement of fine-grained soils. This is particularly important along the adjacent streets.

These measures may also be required in the spring and fall during the drier periods of these seasons.

K. SEDIMENTATION SUMPS

The sediment sumps shall be sized in accordance with the plan and specifications. The bottom of the sumps is intended to be used for infiltration.

Discharge must be through a sand filter over an underdrained outlet to aid in the control of turbidity levels in the discharge. An emergency bypass shall be included and shall be constructed of 6" of stone overlaying filter fabric and discharge to undisturbed turf.

L. PERMANENT EROSION CONTROL MEASURES

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

- 1. The drainage conveyance systems have been designed to intercept and convey the 25-year storm. In the case of open channels or swales, this includes the design of measures to resist scour of the channel.
- 2. All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.), will be loamed, limed, fertilized, mulched, and seeded. Fabric netting, anchored with staples, shall be placed over the mulch in areas where the finish grade slope is greater than 10 percent. Native topsoil shall be stockpiled and temporarily stabilized with seed and mulch and reused for final restoration when it is of sufficient quality.
- 3. Catch basins shall be provided with sediment sumps for all outlet pipes that are 12" in diameter or greater.
- 4. Permanent seeding shall be conducted only in April through May and in late summer until September 15.
- 5. Rip rap stabilization of shoreline.

M. TIMING AND SEQUENCE OF EROSION/SEDIMENTATION CONTROL MEASURES

The site is quite stable and is principally a semi-vegetated gravel surface. These conditions will reduce the extent of erosion controls needed compared to projects with fine-grained soils. However, the project will be phased and the Contractor must control fugitive dust emissions, respect and not impede the neighboring land uses, and control sediment laden runoff to 280 NTU or less. For all grading activities, the Contractor shall exercise extreme caution not to overexpose the site by limiting the disturbed area and shall stabilize any steep slopes within 24 hours if final slope grading and stabilization will not be completed within 7 days. Any final slopes shall have the specified erosion control measures installed within 7 days of final stabilization.

The following construction sequence shall be required, (unless otherwise authorized in writing by the Owner's project manager or authorized permit agent).

The description of the work is:

Phase 1: The Contractor will need to perform the following work:

- Mark the Phase 1 work limits.
- Install safety fence and security signs around the perimeter of the site.
- Establish and install construction entrance with gates.
- Install silt fence or barriers along the perimeter and other designated areas requiring Condition 1 silt barrier.
- Install silt sacks and inlet protection at existing structures on Commercial St and the Unitil Property.
- Initialize removal of items slated for demolition and removals.
- Establish Dirtbag™ area and pump system for dewatering activities as necessary.
- Construct a diversion swale to direct as much of the site to the temporary sedimentation swales as possible including the installation of culverts and rip rap where the diversion swale passes under the construction access drives.
- Commence earthwork activity to shape prepared boatyard surface.
- Construct 720 SF Brokerage Building and connect associated utilities.
- Erect Tension Fabric Building and connect associated utilities.
- Construct boat ramps.
- Construct Travel Lift Basin. (To be coordinated with Unitil VRAP efforts.)
- Install Drydock and floating dock system including pile restoration and replacement.
- Trench across site to connect utilities to shorefront elements.
- Install landscaping around the perimeter site.
- Place boatyard prepared stone infiltration surface.

N. CONTRACTING PROCEDURE

The onsite components of the project will be constructed by a General Contractor under contract to the applicant. The Contractor shall submit a schedule for the completion of the work, which will satisfy the following criteria:

1. The construction sequence of Section M should generally be completed in the specified order; however, several separate items may be constructed simultaneously. Work must also be scheduled or phased to prevent the duration of areas exposed or susceptible to erosion as specified below. The intent of this sequence is to provide for erosion control and to have structural measures such as silt barriers and construction entrances in place before large areas of land are denuded.
2. The work shall be conducted in sections which will:
 - a) Limit the amount of exposed area to those areas in which work is expected to be undertaken during the preceding 30 days.

- b) Revegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading and temporarily stabilized within 7 days of initial disturbance or before a predicted storm event of over ½" of rain.
 - c) Incorporate planned inlets and drainage system as early as possible into the construction phase. The ditches shall be immediately lined or revegetated as soon as their installation is complete.
3. Once final grade has been established, the Contractor may choose to dormant seed the disturbed areas prior to placement of mulch and placement of fabric netting anchored with staples.
 - a) If dormant seeding is used for the site, all disturbed areas shall receive 6" of loam and seed at an application rate of 5#/1,000 s.f.

All areas seeded during the winter months will be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75 percent catch) shall be revegetated by replacing loam, seed, and mulch.
 - b) If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.
 4. The area of denuded, non-stabilized construction shall be limited to the minimum area practicable. An area shall be considered to be denuded until the subbase gravel is installed in parking areas, or the areas of future loam and seed have been loamed, seeded, and mulched. The mulch rate shall be twice the rate specified in the seeding plan. [For example, 115#/1,000 s.f. x 2 = 230#/s.f.]
 5. Within the exposed work area, temporary sedimentation sumps shall be provided in any concentrated flow area with a sand filter or chemical coagulation. Additional information is provided in prior sections of this narrative and on the Erosion Control Details of the plan set. Along the sedimentation sumps, barriers shall be provided at sufficient intervals to permit runoff to be accumulated to a minimum depth of 12" before overflowing.
 6. The schedule shall be subject to the approval of the Owner.
 7. The Contractor must maintain an accurate set of record drawings indicating the date when an area is first denuded, the date of temporary stabilization, and the date of final stabilization.
 8. The Contractor must install any added measures which may be necessary to control erosion/sedimentation and fugitive dust emissions from the site, with adjustments made dependent upon forecasted and actual site and weather conditions.
 9. The Contractor shall note that no area within 50 feet of a slope with a vertical drop of more than 3' in 50 feet shall remain denuded for a period of over 5 days before it is temporarily stabilized. Temporary stabilization shall be the installation of mulching. All other areas shall be stabilized within 7 days or before a predicted rain event. For construction between September 15 and April 15 of any calendar year, all areas shall be temporarily stabilized at the earlier time frames specified above.
 10. The Stormwater Pollution Prevention Plan (SWPPP) is defined to consist of the Erosion Control Report, the Stormwater Management Plan, and the Stormwater O&M Plan. The SWPPP shall be maintained at a secure locked location at the contractor's field trailer from

0.17

commencement of the project. These documents shall be moved to a designated locked location inside the building(s) at the period when the contractor's trailers are removed and maintained until the Notice of Termination has been filed by the Owner.

A notice and point of contact with cell phone number shall be posted at the trailer to permit access to the records during normal work hours and in case of emergency at other times. All additions and construction records shall be copied via e-mail to the following addresses:

rwoodman@delucahoffman.com
phin@portlandyacht.com

The Owner reserves the right to add additional personnel to this list at the pre-construction conference or at reasonable intervals during the project.

11. The Owner will provide a copy of the NOI acceptance letter to the Contractor. This letter shall be maintained at the site with the SWPPP.
12. Any revisions to the SWPPP must be authorized in writing by the Preparer of the Plan (DeLuca-Hoffman Associates, Inc.) The Preparer of the Plan shall be permitted reasonable time to review and notify the city and other agencies of said changes. Revisions to the SWPPP will be required:
 - a. Whenever the current provisions prove to be ineffective in minimizing pollutants in stormwater *discharges* from the site;
 - b. Whenever there is a change in design, construction, or operation at the construction site that has or could have an effect on the discharge of pollutants; and
 - c. To address issues or deficiencies identified during an inspection by the *qualified representative*, the Department, or other regulatory authority.
13. Should the Owner notify the contractor that the activity on the site is in violation of the SWPPP, the Contractor shall at its sole cost correct the deficiencies and file a photographic log with a list of corrective actions with the Owner within 7 days of notification by the Owner.
14. The project is currently undergoing Environmental Study. The results of this study will be provided as part of the VRAP plan and as an appendix to the SWPPP plan prior to the preconstruction conference, and shall be incorporated by reference when appended.
15. The Contractor shall engage a qualified representative to monitor the work. This representative shall be approved by the Owner prior to the individual being engaged on the project. This inspection shall be a part of the Contractor's Quality Control Plan for the project by the Contractor. The representative's qualifications and duties that he shall perform are as follows:
 - a. Licensed Professional Engineer or Certified Professional in Erosion Control`
 - b. Covered by Workman's Compensation Insurance
 - c. Experienced in this type of work, the specific erosion controls applicable to this project with a resume approved by the engineer

- d. Compensated on a unit rate basis with no incentives for reduced costs or subject to any type of compensation for passing inspections
- e. Approved by the Owner and the preparer of this plan

The *qualified representatives* shall conduct site inspections in accordance with the following timetable:

- a. Where soil disturbance activities are on-going, the *qualified representative* shall conduct a site inspection at least once every seven (7) calendar days.
- b. Where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and temporary stabilization measures have been applied to all disturbed areas, the *qualified representative* shall conduct a site inspection at least once every thirty (30) calendar days. The *owner or operator* shall notify the City's stormwater contact person or, in areas under the jurisdiction of a *regulated traditional land use control MS4*, the MS4 (provided the MS4 is not the *owner or operator* of the construction activity) in writing prior to reducing the frequency of inspections.
- c. Where soil disturbance activities have been shut down with partial project completion, the *qualified representative* can stop conducting inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. The *owner or operator* shall notify the City's stormwater contact person in writing prior to the shutdown. If soil disturbance activities are not resumed within 2 years from the date of shutdown, the Contractor shall have the *qualified representative* perform a final inspection and certify that all disturbed areas have achieved *final stabilization*, and all temporary, structural erosion and sediment control measures have been removed, and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the "Final Stabilization" and "Post-Construction Stormwater Management Practice" certification statements on the Notice of Termination. The *owner or operator* shall then submit the completed Notice of Termination form to the City of Portland.

At a minimum, the *qualified representative* shall inspect all erosion and sediment control practices to ensure integrity and effectiveness, all post-construction stormwater management practices under construction to ensure that they are constructed in conformance with the SWPPP, all areas of disturbance that have not achieved *final stabilization*, all points of discharge to natural surface water bodies located within, or immediately adjacent to, the property boundaries of the construction site, and all points of discharge from the construction site.

The *qualified representative* shall prepare an inspection report subsequent to each and every inspection. At a minimum, the inspection report shall include and/or address the following:

- a. Date and time of inspection;
- b. Name and title of person(s) performing inspection;

- c. A description of the weather which shall be consistent with the National Weather Service Forecast Office, Portland-Gray, ME and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;
- d. A description of the condition of the runoff at all points of discharge from the construction site and sampling to determine the turbidity in NTU's. This shall include identification of any *discharges* of sediment from the construction site. Include *discharges* from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;
- e. A description of the condition of all natural surface water bodies located within, or immediately adjacent to, the property boundaries of the construction site which received runoff from disturbed areas. This shall include identification of any *discharge* of sediment to the surface water body;
- f. Identification of all erosion and sediment control practices that need repair or maintenance;
- g. Identification of all erosion and sediment control practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;
- h. Description and sketch of areas that are disturbed at the time of the inspection and areas that have been stabilized (temporary and/or final) since the last inspection;
- i. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPPP and technical standards;
- j. Corrective action(s) that must be taken to install, repair, replace or maintain erosion and sediment control practices; and to correct deficiencies identified with the construction of the post-construction stormwater management practice(s); and
- k. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The *qualified representative* shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The *qualified representative* shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The *qualified representative* shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.

Within one business day of the completion of an inspection, the *qualified representative* shall notify the owner the appropriate contractor or subcontractor of any corrective actions that need to be taken. The contractor or subcontractor shall begin implementing the corrective actions within one business day of this notification and shall complete the corrective actions in a reasonable time frame, at its sole cost.

All inspection reports shall be signed by the *qualified representative*. The inspection reports shall be maintained on site with the SWPPP and distributed via email at the time of filing.

16. The Owner reserves the right to have quality assurance monitoring of the work. The Contractor shall, at its sole cost, cooperate with the Owner and their quality assurance monitoring of the work including maintaining an accurate schedule for performing the work. The Owner will notify the contractor if any particular elements of the work should be uncovered or available for observation by the Quality Assurance Monitor selected by the Owner. The Owner reserves the right to conduct the quality assurance monitoring during working hours at any time during the project.

O. PROVISIONS FOR MAINTENANCE OF THE EROSION/SEDIMENTATION CONTROL FEATURES

The project will be contracted to a General Contractor. The project is subject to the requirements of the local permits, and a state regulated Construction General Permit and Site Location of Development Permit (administered by the City of Portland).

This project requires the Contractor to prepare a list and designate by name, address and telephone number all individuals who will be responsible for implementation, inspection, and maintenance of all erosion control measures identified within this section and as contained in the Erosion and Sedimentation Control Plan of the contract drawings. Specific responsibilities of the qualified representative(s) will include:

1. Execution of the Contractor/Subcontractor Certification contained in Appendix B by any and all parties responsible for erosion control measures on the site as required by the permit authorities.
2. Assuring and certifying the Owner's construction sequence is in conformance with the specified schedule of this section. A weekly certification stating compliance, any deviations, and corrective measures necessary to comply with the erosion control requirements of this section shall be prepared and signed by the qualified representative(s).
3. In addition to the weekly certifications, the representative(s) shall maintain written reports recording construction activities on site which include:
 - Dates when major grading activities occur in a particular areas.
 - Dates when major construction activities cease in a particular area, either temporarily or permanently.
 - Dates when an area is stabilized.
4. Inspection of this project work site on a weekly basis and after each significant rainfall event (0.5 inch or more within any consecutive 24-hour period) during construction until permanent erosion control measures have been properly installed and the site has been stabilized. Inspection of the project work site shall include:
 - Identification of proper erosion control measure installation in accordance with the erosion control detail sheet or as specified in this section.
 - Determine whether each erosion control measure is properly operating. If not, identify damage to the control device and determine remedial measures.
 - Identify areas which appear vulnerable to erosion and determine additional erosion control measures which should be used to improve conditions.
 - Inspect areas of recent seeding to determine percent catch of grass. A minimum catch of 90 percent is required prior to removal of erosion control measures.

- All erosion controls shall be removed within 30 days of permanent stabilization except for mulch and netting not detrimental to the project. Removals shall include but not be limited to all silt fence or barrier, hay bales, inlet protection, and stone check dams.
 - Accumulated silt/sediment should be removed when the depth of sediment reaches 50 percent of the barrier height. Accumulated silt/sediment should be removed from behind silt fencing when the depth of the sediment reaches 6 inches.
 - Silt sacks should be removed and replaced at least every three months and at any time where the weekly inspection reveals that siltation has significantly retarded the rate of flow through the silt sack.
 - Discharges should be measured during storm events to document the turbidity of stormwater discharge is <280 NTU.
5. If inspection of the site indicates a change should be made to the erosion control plan, to either improve effectiveness or correct a site-specific deficiency, the representative shall immediately implement the corrective measure and notify the Owner of the change.
 6. Arranging for an on-site meeting prior to commencing winter construction to assure that all special winter construction measures will be implemented and to review the specific requirements of this plan for winter construction.

All certifications, inspection forms, and written reports prepared by the qualified representative(s) shall be filed with the Owner, and the Permit File contained on the project site. All written certifications, inspection forms, and written reports must be filed within one (1) week of the inspection date.

The Contractor has sole responsibility for complying with the erosion/sediment control report, including control of fugitive dust, and shall be responsible for any monetary penalties resulting from failure to comply with these standards.

Once construction has been completed, long-term maintenance of the stormwater management system will be the responsibility of the applicant. Inspection and Maintenance items with a list of maintenance requirements and frequency are described in a separate document. In the event of defective workmanship or any failure by the contractor and its subcontractors to adhere to the Standards set forth in these documents, the Contractor shall be responsible to correct, at its sole cost, any latent defects together with reimbursement of Owner for any expenses borne by the Owner up to the time of said correction. This provision shall remain in effect beyond any stated or implied warranty period.

P. PRECONSTRUCTION CONFERENCE

Prior to any construction at the site, representatives of the Contractor, the Owner, the City of Portland, and the site design engineer and any personnel identified in the permit conditions shall meet to discuss the scheduling of the site construction and the designation of the responsible parties for implementing the plan. The Contractor shall be responsible for scheduling the meeting. Prior to the meeting, the Contractor will prepare a detailed schedule and a marked-up site plan indicating areas and components of the work and key dates showing date of disturbance and completion of the work. The Contractor shall conduct a meeting with employees and sub-contractors to review the erosion control plan, the construction techniques which will be employed to implement the plan, and provide a list of attendees and items discussed at the meeting to the Owner. Three copies of the schedule, the Contractor's meeting minutes, and marked-up site plan shall be provided to the Owner.

Q. APPENDICES

Appendix A – Seeding Plan

Appendix B – Sample Erosion Control Compliance Certification and Inspection Forms

Appendix C– DirtGlue™ Application and Use Requirements

R. PLAN REFERENCES

Drawings C-6.1 to C-6.4 Erosion/Sediment Control Plans and Details

APPENDIX A

Seeding Plan

PERMANENT SEEDING PLAN (SEED MIX "A")Project: Canal Landing New YardSite Location: Portland, ME Permanent Seeding Temporary Seeding

1. **Area to be Seeded:** Approximately TBD acre(s) or _____/M. Sq. Ft.
2. **Instructions on Preparation of Soil:** Prepare a good seed bed for planting method used (do not over compact).
3. **Apply Lime as Follows:** _____ #/acres or 138# /M Sq. Ft. or per soil test
4. **Fertilize:** _____ pounds of _____ - _____ N-P-K/ac.
20 pounds of 10-20-20 N-P-K/M Sq. Ft. or per soil test
5. **Method of Applying Lime and Fertilizer:** Spread and work into the soil before seeding.
6. **Seed with the following mixture:**
 - Blue Stem
 - Rye
 - Switch Grass
 - Aster
 - Goldenrod
 - Milkweek
7. **Mulching Instructions:** Apply at the rate of _____ tons per acre or 230 pounds per M. Sq. Ft.
8. **Application:**

Type	Unit#	Tons, Etc.
Total Lime	138	#/1,000 s.f.
Total Fertilizer	20	#/1,000 s.f.
Total Seed	1	#/1,000 s.f.
Total Mulch	230	#/1,000 s.f.
Total Other	0	0

9. **Remarks:**

Seeding dates April 15 to May 31 and August 1 until September 1. Permanent seeding should be made prior to September 1 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

Fertilizer requirements shall be subject to actual test results of the topsoil used for the project. The Contractor shall be responsible for providing topsoil test results for pH and recommended fertilizer application rates to the Owner.

Seed mixture shall be fresh, clean, new crop seed. Seed may be mixed by an appropriate method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be delivered in the original containers bearing the dealer's guaranteed analysis. If seed is mixed by the dealer, the Seeding Contractor shall furnish to the Owner the dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.

Seed shall be purchased from a recognized distributor and shall test to a minimum percentage of 95% for purity and 85% for germination.

All loam shall have compost or peat admixtures to raise the organic content to 6%.

PERMANENT SEEDING PLAN (SEED MIX "B")

Project: Canal Landing New Yard

Site Location: Portland, ME

Permanent Seeding Temporary Seeding

7. Area to be Seeded: Approximately TBD acre(s) or _____/M. Sq. Ft.

8. Instructions on Preparation of Soil: Prepare a good seed bed for planting method used (do not over compact).

9. Apply Lime as Follows: _____ #/acres or 138# /M Sq. Ft. or per soil test

10. Fertilize: _____ pounds of _____ - _____ N-P-K/ac.

20 pounds of 10-20-20 N-P-K/M Sq. Ft. or per soil test

11. Method of Applying Lime and Fertilizer: Spread and work into the soil before seeding.

12. Seed with the following mixture:

- 35% Tall Fescue
- 30% Creeping Red Fescue
- 20% Perennial Ryegrass
- 15% Annual Ryegrass

10. Mulching Instructions: Apply at the rate of _____ tons per acre or 230 pounds per M. Sq. Ft.

11. Application:

Type	Unit#	Tons, Etc.
Total Lime	138	#/1,000 s.f.
Total Fertilizer	20	#/1,000 s.f.
Total Seed	7	#/1,000 s.f.
Total Mulch	230	#/1,000 s.f.
Total Other	0	0

12. Remarks:

Seeding dates April 15 to May 31 and August 1 until September 1. Permanent seeding should be made prior to September 1 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

Fertilizer requirements shall be subject to actual test results of the topsoil used for the project. The Contractor shall be responsible for providing topsoil test results for pH and recommended fertilizer application rates to the Owner.

Seed mixture shall be fresh, clean, new crop seed. Seed may be mixed by an appropriate method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be delivered in the original containers bearing the dealer's guaranteed analysis. If seed is mixed by the dealer, the Seeding Contractor shall furnish to the Owner the dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.

Seed shall be purchased from a recognized distributor and shall test to a minimum percentage of 95% for purity and 85% for germination.

All loam shall have compost or peat admixtures to raise the organic content to 6%.

TEMPORARY SEEDING PLAN (EROSION CONTROL MIX)

Project: Canal Landing New Yard

Site Location: Portland, ME

Permanent Seeding Temporary Seeding

1. **Area to be Seeded:** Approximately 0.5 acre(s) or _____/M. Sq. Ft.
2. **Instructions on Preparation of Soil:** Prepare a good seed bed for planting method used.
3. **Apply Lime as Follows:** _____ #/acres or 138# /M Sq. Ft. or per soil test
4. **Fertilize:** _____ pounds of _____ - _____ N-P-K/ac.
20 pounds of 10-10-10 N-P-K/M Sq. Ft. or per soil test
5. **Method of Applying Lime and Fertilizer:** Spread and work into the soil before seeding.
6. **Seed with the following mixture:**

Annual Rye-grass	50%
Timothy	25%
Winter Rye	25%

7. **Mulching Instructions:** Apply at the rate of _____ tons per acre or 230 pounds per M. Sq. Ft.
8. **Application:**

Type	Unit#	Tons, Etc.
Total Lime	138	#/1,000 s.f.
Total Fertilizer	20	#/1,000 s.f.
Total Seed	1	#/1,000 s.f.
Total Mulch	230	#/1,000 s.f.
Total Other		

9. **Remarks:**
 For areas with slopes >10% and fall and winter erosion control areas, mulch netting shall be used per manufacturer's specifications.

R Permanent seeding should be made prior to September 1 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

Fertilizer requirements shall be subject to actual test results of the topsoil used for the project. The Contractor shall be responsible for providing topsoil test results for pH and recommended fertilizer application rates to the Owner.

Seed mixture shall be fresh, clean, new crop seed. Seed may be mixed by an appropriate method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be

0.20

delivered in the original containers bearing the dealer's guaranteed analysis. If seed is mixed by the dealer, the Seeding Contractor shall furnish to the Owner the dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.

Seed shall be purchased from a recognized distributor and shall test to a minimum percentage of 95% for purity and 85% for germination.

All loam shall have compost or peat admixtures to raise the organic content to 6%.

APPENDIX B

**Sample Erosion Control Compliance
Certification and Inspection Forms**

**MAINE CONSTRUCTION GENERAL PERMIT
CONTRACTOR/SUBCONTRACTOR CERTIFICATION**

PROJECT INFORMATION

Project Name: Canal Landing New Yard
Address: Portland, Maine

CONTRACTOR/SUBCONTRACTOR INFORMATION

Firm Name:
Address:
Telephone:
Type of Firm:

CERTIFICATION STATEMENT

“I certify under penalty of law that I understand the terms and conditions of the Maine Construction General Permit (MCGP) permit that authorizes the stormwater discharges associated with construction activity from the project site identified as part of this certification.”

Signature

Typed Name

Title

Date

MAINE CONSTRUCTION GENERAL PERMIT
INSPECTION REPORT

PROJECT INFORMATION

Project Name: Canal Landing New Yard
Address: Portland, Maine

INSPECTOR INFORMATION

Representative Name: _____
Firm: _____
Title: _____
Qualifications: _____
Weather and Soil Conditions: _____

INSPECTION SUMMARY

Date of Inspection: _____
Major Observations: _____

1. Attach the following to the Report:
 - a. A description of the condition of the runoff at all points of discharge from the construction site and sampling to determine the NTU. This shall include identification of any *discharges* of sediment from the construction site. Include *discharges* from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;
 - b. A description of the condition of all natural surface water bodies located within, or immediately adjacent to, the property boundaries of the construction site which received runoff from disturbed areas. This shall include identification of any discharge of sediment to the surface water body;
 - c. Identification of all erosion and sediment control practices that need repair or maintenance.
 - d. Identification of all erosion and sediment control practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;
 - e. Description and sketch of areas that are disturbed at the time of the inspection and areas that have been stabilized (temporary and/or final) since the last inspection;

- f. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPP and technical standards;
 - g. Corrective action(s) that must be taken to install, repair, replace or maintain erosion and sediment control practices; and to correct deficiencies identified with the construction of the post-construction stormwater management practice(s); and
 - h. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The qualified representative shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The qualified representative shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The qualified representative shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.
2. Within one business day of the completion of an inspection, the *qualified representative* shall notify the owner the appropriate contractor or subcontractor of any corrective actions that need to be taken. The contractor or subcontractor shall begin implementing the corrective actions within one business day of this notification and shall complete the corrective actions in a reasonable time frame.
 3. All inspection reports shall be signed by the *qualified representative*. The inspection reports shall be maintained on site with the SWPP and distributed via email at the time of filing.

THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN WITH THE FOLLOWING EXCEPTIONS:

ACTIONS NECESSARY TO BRING FACILITY INTO COMPLIANCE:

REQUIRED MODIFICATIONS TO STORMWATER POLLUTION PREVENTION PLAN (MUST BE SUBMITTED WITHIN 2 DAYS OF INSPECTION TO OWNER FOR APPROVAL):

CERTIFICATION STATEMENT:

“I certify under penalty of law that this document and all Appendices were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Signature

Typed Name

Title

Date

2. TECHNICAL AND FINANCIAL CAPACITY

2.1 TITLE, RIGHT AND INTEREST

The applicant currently has a Purchase and Sale Agreement with Portland Terminal Company to purchase property as evidenced by the agreement contained in Attachment A to this section. The applicant also has a Lease Option Agreement with Northern Utilities, Inc. (dba Unitil) for a period of 50 years as evidenced by the documents contained in Attachment B to this section.

2.2 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Mr. Phineas Sprague, Jr. as Project Developer and Mr. Robert Flight, Representative of the Owner.

The Team services will be provided by the following companies and their respective team leaders.

2.3 CONSULTANT TEAM

<i>Civil Engineer</i>	Stephen R. Bushey, P.E. DeLuca-Hoffman Associates, Inc. 778 Main Street, Suite 8 South Portland, ME 04106 (207) 775-1121 – Work (207) 879-0896 – Fax (207) 756-9359 – Cell sbushey@delucahoffman.com
<i>Surveyor</i>	John Swan Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, ME 04105 (207) 774-0424 – Work (207) 774-0511 – Fax jswan@owenhaskell.com
<i>Architect</i>	Ryan Senatore Ryan Senatore Architecture 67 Gray Road Gorham, ME 04038 (207) 650-6414– Work ryan@senatorearchitecture.com
<i>Attorney</i>	Peter Plumb Murray Plumb & Murray 75 Pearl Street Portland, ME 04104 (207) 773-5651 – Work (207) 773-8023 – Fax pplumb@mpmlaw.com

<i>Landscape Architect</i>	Shelley Brunelle Mohr & Seredin Landscape Architects 18 Pleasant Street Portland, ME 04101 (207) 871-0003 – Work (207) 871-1419 – Fax sbrunelle@mohrseredin.com
<i>Geotechnical</i>	Tim Boyce S. W. Cole Engineering 286 Portland Road Gray, ME 04039 (207) 657-2866 – Work (207)657-2840 TBoyce@SWCole.com
<i>Environmental</i>	Rip Patten, P.E. Credere Associates, LLC 776 Main Street Westbrook, ME 04092 (207) 828-1272 – Work (207) 887-1051 – Fax rpatten@crederellc.com
<i>Structural Engineering</i>	Roger Gagnon Gagnon Engineering 10 Solomon Drive Gorham, ME 04038 (207) 839-8085 – Work roger@gagnonengineering.com
<i>Traffic Engineering</i>	Thomas Gorrill Gorrill-Palmer Consulting Engineers, Inc. 15 Shaker Road Gray, ME 04039 (207) 657-6910 – Work (207) 657-6912 – Fax tgorrill@gorrillpalmer.com

2.4 EXPERIENCE OF PROJECT TEAM

The team of consultants retained by developer has expertise and experience in the design of similar commercial projects. Resumes of key personnel for development team can be provided upon request.

The applicant also has significant experience in the development and management of large commercial projects having managed Portland Yacht Services at 58 Fore Street for many years.

2.5 FINANCIAL CAPACITY

The applicant has the means at its disposal for financing the proposed Canal Landing New Yard project as evidenced by the accompanying letter from Norway Savings Bank contained in Attachment C.

2.6 CONSTRUCTION COST ESTIMATE

A breakdown of the preliminary project cost for Phase 1 includes the following:

- Phase I Site work \$300,000 to \$500,000 includes demolition
- Structures <\$1 million

These values are considered preliminary and approximate and are subject to change as building design and project layout is refined.

2.7 ATTACHMENTS

Attachment A – Purchase and Sale Agreement with Portland Terminal Company

Attachment B – Lease Option Agreement with Northern Utilities, Inc.

Attachment C – Letter from Norway Savings Bank

Q.1

ATTACHMENT A

**Purchase and Sale Agreement with
Portland Terminal Company**

Q.2

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this 15th day of February, 2012 by and between the PORTLAND TERMINAL COMPANY, a Delaware corporation with a place of business at 1700 Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Portland Terminal Company
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Darlene Ligor, Assistant to the Vice President - Real Estate

Send a copy of any notice to:

Portland Terminal Company
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Roland L. Theriault, Vice President - Real Estate

(b) **BUYER:**

New Yard, LLC
ATTN: Phineas Sprague, Jr., President
58 Fore Street
Portland, ME 04101

Send a copy of any notice to:

Murray, Plumb and Murray
Attention: Peter S. Plumb, Esq.
75 Pearl Street # 300
Portland, ME. 04101

20

(c) PREMISES:

Parcel 1: A certain parcel of land shown as Parcel 1 consisting of approximately 10.8 ± acres of land located in Portland, County of Cumberland, State of Maine, as more particularly shown on a sketch attached to this agreement and marked "Exhibit A", together with all rights, privileges, easements and appurtenances thereto, including without limitation, all existing docks, all air rights, water rights, rights-of-way or other interests in, on, under or to any land, highway, alley, street or rights-of-way abutting or adjoining said parcel.

Parcel 2: Option to Buy a certain parcel of land shown as Parcel 2 consisting of approximately 3.8± acres of land located Portland, County of Cumberland, State of Maine, as more particularly shown on a sketch attached to this agreement and marked "Exhibit A", under the same closing date, purchase price, terms and conditions of this Agreement.

(d) PURCHASE PRICE:

The agreed purchase price is [REDACTED] each and every square foot contained in said premises as shown on plan referred to in paragraph 4(a).

(e) DEPOSIT:

[REDACTED]

(f) CLOSING DATE:

September 28, 2012.

(g) EXHIBITS: The following exhibits are hereby incorporated by this reference into this Agreement:

(i) Exhibit "A": A plan of the Premises entitled: Portland Terminal Company, Office of the Vice President- Engineering, Land Sale Plan, Portland, ME, Line Yard 8, V.S 1-D, Map 2, MilePost: , Scale 1"=200', Date: 12/30/11.

- (ii) Exhibit "B": Deed.
- (iii) Exhibit "C": Plan Specifications.
- (iv) Exhibit "D": Additional Provisions.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which: (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and

- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan.

The Buyer agrees to indemnify the Seller for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at the offices of Verril Dana, One Portland Square, Portland, Maine, at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including, but not limited to, 23 M.R.S.A. Section 7105. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the State of Maine or its designee exercise the option to purchase pursuant to 23 M.R.S.A. Section 7105 by accepting in

writing the offer tendered by the Railroad pursuant to 23 M.R.S.A. Section 7105 within "a reasonable amount of time" from the date the offer is made to the State, this Agreement becomes null and void, and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby agrees to indemnify, defend and hold the Seller, its successors, assigns, affiliates, officers, employees, agents, shareholders, and directors harmless from and against all loss, liability, damage, cost, and expense (including reasonable attorneys' fees and expenses) occasioned by any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of any pollutants regulated by law or of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601, et seq. or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property of any description, natural resources, and/or harm to persons alleged to have resulted from such release of such pollutants or oil or hazardous materials upon the Premises. This provision shall survive the delivery of the Deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that Information (hereinafter defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). Furthermore, in the event the Transaction does not take place, the Buyer warrants to the Seller that all Information has been paid for and is free of any and all liens, and that the Buyer, its officers, agents, employees, directors, shareholders and affiliates shall not disclose the Information to any person, entity or government. The Buyer acknowledges and agrees that the Seller may, in addition to all other remedies available to

it, obtain injunctive relief against the Buyer for any breach or threatened breach of the provisions of this paragraph.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld. Seller hereby consents to the Buyer assigning its interest hereunder to a single member limited liability company wholly owned by the Buyer.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

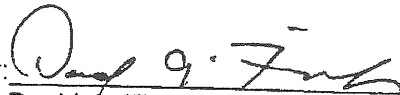
27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

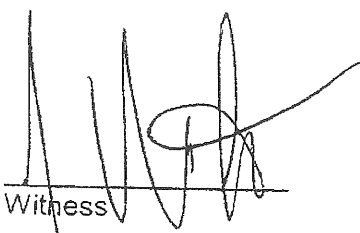
**SELLER:
PORTLAND TERMINAL COMPANY**



Witness

By: 
David A. Fink, President

Approved for execution
by the Portland Terminal Company.

**BUYER:
NEW YARD LLC**


Witness

By: 
PHINEAS SPRAGUE JR
Print Name

R.1



July 10, 2012

City of Portland Planning Authority
389 Congress Street
Portland, ME 04101

Re: Portland Marine Complex, Inc. / New Yard LLC

To whom it may concern:

Please be advised that Portland Marine Complex, Inc. and its affiliates including New Yard LLC have maintained a banking relationship with Norway Savings Bank for several years. The relationship includes both deposit accounts and commercial loans both of which have been handled as agreed. We consider the subject companies and its owner Phin Sprague valued clients and hold them in the highest regard.

We understand that New Yard LLC intends to acquire and construct Phase I of a proposed boat yard at 40 West Commercial Street, Portland. We feel that the subject companies and its owner have the financial capacity including borrowings on a commercial basis to complete this project as presented.

I trust that this reference will satisfy the requirements of the Portland Permitting Authority that the applicant demonstrates its financial capacity to undertake the project. If you have any further questions regarding our client's financial capacity please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Noel B. Graydon", written over a white background.

Noel B. Graydon
Regional Vice President

3. CONFORMITY WITH APPLICABLE DESIGN STANDARDS

The following statements are made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526.

3.1 OVERVIEW

This project conforms to all the applicable design standards of Section 14-526 as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

The development will fit in with the existing street system, as it will use improved access locations off Commercial Street. Based on the limited intensity of use, the project is expected to have an insignificant impact on traffic in the neighborhood, particularly if/when the traffic signal is installed at the Beach Street intersection by the City.

2. Access and Circulation:

a. Site Access and Circulation.

(i) The development provides access via Commercial Street. Gate controlled access will be provided at east end of the property and ample turning movement is provided at each street entrance. Internal circulation has been reviewed and designed to accommodate the typical use of semitrailers and boat trailers.

(ii) Access and egress have been designed to avoid conflicts with existing turning movements and traffic flows.

(iii) The site does not feature drive up services as mentioned in this requirement.

b. Loading and Servicing.

(i) The site layout has been configured to accommodate the typical movements of large boat delivery vehicles and access to the boat ramps.

c. Sidewalks.

(i) The applicant is requesting a waiver to provide a sidewalk along the property frontage.

In accordance with Sec 14-506 of the City Code, the applicant is requesting a waiver of the provisions pertaining to the construction of curb and sidewalk based on the following conditions which exist for the boatyard site.

Of the six waiver criteria pertaining to sidewalks, the following two exist:

- 1. There is no sidewalk in existence or expected within 1,000 feet and the construction of sidewalks does not contribute to the development of a pedestrian oriented infrastructure.
- 2. A safe alternative walking route is reasonably and safely available, for example, by way of a sidewalk on the other side of the street that is lightly traveled. Although Commercial Street is heavily traveled, there is a sidewalk extending the full length of the site frontage on the north side of Commercial Street.

With respect to the five criteria pertaining to curbing, the following two exist:

- 1. The costs to construct the curbing, including any applicable street opening fees and repairs, is expected to be in excess of 5% of the overall Phase 1 project costs.
- 2. Runoff from the development site or within the street does not require curbing for stormwater management.

3. Access and Circulation:

- a. The development contains no residential uses therefore Public Transit access is not applicable.
- b. A new Transit stop is not proposed.
- c. A new transit stop is not proposed.
- d. Waiver: The applicant requests a waiver of the transit facility requirement.

4. Parking:

a. Location and Required Number of Vehicle Parking Spaces:

- (i) The applicant is providing parking for their employees within the boat parking area around the site. The applicant is seeking flexibility to move vehicular parking around the site to meet variable vessel parking demand therefore no specific vehicular spaces are identified on the initial phase plans.
- (ii) The applicant has not prepared a TDM strategy, as it is not applicable to the intended uses.
- (iii) The applicant proposes the amount of parking which is appropriate for the anticipated uses of this site.
- (iv) Parking spaces and aisles have been designed to meet the dimensional requirements of the Technical Manual.

- (v) Vehicle and vessel parking areas have been designed to withstand site conditions.
- b. Location and Required Number of Bicycle Parking Spaces:
 - (i) The applicant is requesting a waiver of the bicycle parking requirements based on the site use.
- c. Motorcycles and Scooter Parking:
 - (i) The applicant is requesting a waiver of the motorcycle/scooter parking requirements based on the site use.
- d. Snow Storage:
 - (i) Snow storage management will employ two strategies;
 - 1. On-site snow storage around the perimeter of the site.
 - 2. Snow removal and offsite storage. Generally speaking the nature of the proposed site use precludes the need for significant snow removal.
- 5. Transportation Demand Management (TDM):
 - a. A TDM plan is not required for the project.

(b) Environmental Quality Standards

- 1. Preservation of Significant Natural Features:
 - a. The existing site retains no prominent significant natural features therefore no issue related to the preservation of these features applies.
 - b. The applicant is not requesting a waiver from this standard.
- 2. Landscaping and Landscaping Preservation:
 - a. Landscape Preservation.
 - (i) The site's existing tree population is limited however there are a moderate amount of trees meeting preservation thresholds under the Shoreland Zoning vegetation management provisions. The applicant is proposing to preserve and plant new trees to offset the loss of some trees which need to be cleared to allow for boatyard operations.
 - (ii) Not applicable
 - (iii) Not applicable
 - (iv) The applicant will request a waiver from this standard.

- b. Site Landscaping.
 - (i) Landscaped Buffers:
 - (a) There are no service or loading areas observable from nearby sidewalks or residential properties.
 - (b) The development is not subject to zoning setbacks or buffering requirements.
 - (c) Not applicable.
 - (ii) Parking Lot Landscaping:
 - a) thru d) The applicant will be requesting a waiver of the parking lot landscaping standards based on site use.
- 3. Water Quality, Stormwater Management and Erosion Control:
 - a. Stormwater:
 - (i) The site's runoff conditions are primarily self contained and runoff sheets to the Fore River; therefore, issues related to offsite or downstream flooding are not applicable.
 - (ii) All stormwater runoff is proposed to discharge to the Fore River.
The project will not adversely impact adjacent lots or the City street system.
 - (iii) All stormwater runoff is proposed to discharge to the Fore River.
The project will not adversely impact adjacent lots or the City street system.
 - (iv) All stormwater runoff is proposed to discharge to the Fore River.
The project will not adversely impact adjacent lots or the City street system.
 - b. The Stormwater Management Plan will meet the requirements and goals stated in Section 5 of the Technical Manual.
 - c. The project is not located in a watershed of an urban impaired stream as listed by the MeDEP.
 - d. N/A
 - e. The project is serviced by both a public wastewater system and public water supply systems. Activities associated with the site's VRAP are intended to address recognized environmental conditions and improve ground water quality. The project will not pose a risk of groundwater contamination.
 - f. The project will be connected to the public sanitary sewer system which is adequately sized for the project flows.

(c) Public Infrastructure and Community Safety Standards.

1. Consistency with City Master Plans:
 - a. The project has been designed to be consistent with the City's Zoning Ordinance and off-site infrastructure.
 - b. The applicant will coordinate with utility representatives for the continuation of easements related to utility infrastructure crossing the site.

2. Public Safety and Fire Prevention:
 - a. The site has been designed to promote safe and inviting customer access. Controlled access into the interior parking spaces has been designed into the site plan through the use of emergency ready gates. Certain aspects of the site including the LP Gas distribution area will continue to be a TWIC controlled access.
 - b. No changes to emergency access conditions within the surrounding streets is proposed.
 - c. Fire hydrants are located within the adjacent street system. Additional fire hydrants are proposed within the site.

3. Availability and Adequate Capacity of Public Utilities:
 - a. The applicant will secure letters from all applicable utilities stating their ability to serve this project. The project will require new utility service infrastructure to serve the new buildings.
 - b. All on site electrical lines will be underground.
 - c. All new utility infrastructures will meet the provisions of the Technical Manual.
 - d. The project will require a new service connection to the sewer system that crosses the site.
 - e. The sanitary sewer collection system will be designed to meet all applicable sections of the Technical Manual.
 - f. Not applicable.

(d) Site Design Standards.

1. Massing, Ventilation and Wind Impact:
 - a. The bulk, location and height of the proposed building will have been designed to not result in adverse impacts to abutting properties. The elevations depicting building massing are enclosed in the site plan package.
 - b. HVAC venting is proposed to be directed to the building roof and directed away from public spaces.

2. Shadows:

- a. The development is located in the WPDZ Zone and this standard is not applicable.

3. Snow and Ice Loading:

- a. The proposed buildings will be designed and located such that accumulated snow and ice will not fall onto adjacent properties or public ways.

4. View Corridors:

- a. The project site is located outside the Downtown Vision View Corridor Protection Plan.

5. Historic Resources:

- a. The development is not located in a historic district, historic landscape district or City designated landmark.
- b. The development is not located adjacent to or within 100 ft. of a designated landmark, historic district, or historic landscape district.
- c. There are no known archaeological resources on the site except for the location of the former Cumberland and Oxford Canal. There are no known aspects of the Canal visible at the site. The applicant will seek guidance from Planning Staff as to any additional investigation that may be warranted for this element of the site.

6. Exterior Lighting:

- a. Site Lighting.
- (i) Exterior lighting will be designed to meet the requirements of Section 12 of the Technical Manual.

7. Noise and Vibration:

The project noise levels will be designed to meet the permitted levels as outlined in the WPDZ Zone. All HVAC and mechanical equipment is proposed to be mounted on the roof, or otherwise ground mounted and concealed from nearby properties.

8. Signage and Wayfinding:

- a. All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.
- (i) The project is not located in a historic district or subject to Article IX.
- (ii) Proposed commercial signage is still being designed and subject to a condition of approval.
- (iii) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

9. Zoning Related Design Standards:

- a. The project is within the WPDZ and zoning related design standards are not applicable.

4. CONTACT WITH STATE AND LOCAL AGENCIES

4.1 OVERVIEW

DeLuca-Hoffman Associates, Inc. has contacted the following agencies regarding the presence of significant wildlife habitat, historic or archeological resources on the properties:

- Maine Historic Preservation Office
- Maine Natural Areas Program
- Maine Department of Inland Fisheries and Wildlife
- U.S. Fish and Wildlife Services

DeLuca-Hoffman Associates, Inc.'s letters to, and the responses received from, each agency are contained in Attachment A to this section. Generally, there are no significant wildlife habitats on the property. The Maine Historic Preservation Office (MHPO) has provided background regarding the site's historic uses. Additional discussion will take place with MHPO as part of the MeDEP Natural Resources Protection Act (NRPA) process and the team expects to work closely with the landowners, City representatives and MHPO regarding the property's historic features.

4.2 ATTACHMENTS

Attachment A – Correspondence with State and Local Agencies

T, 2

ATTACHMENT A

Correspondence with State and Local Agencies



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
- LANDSCAPE PLANNING

April 5, 2012

Mr. Earle Shettleworth, Jr.
Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. Shettleworth:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

Figure 2 – USGS Topographic Map
Figure 3 – Tax Map
Figure 4 – Zoning Map
Figure 5 – Aerial Plan
Figure 7 – Flood Map

Figure 8 – Soils Map
Figure 9 – Sand and Gravel Aquifer Map
Figure 10 – Surficial Geology Map
Figure 11 – NWI Map

Our office is interested in determining if there are any areas within the site with historical, architectural, or archeological significance as defined by the Natural Preservation Act of 1966.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures

T.3

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333



PAUL R. LEPAGE
GOVERNOR

EARLE G. SHETTLEWORTH, JR.
DIRECTOR

May 9, 2012

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

Project: MHPC# 0629-12 - Proposed Commercial Development at 554 Commercial Street; Map 59, lots 2, 3, 5, 6, 7, 8, 9, and 10

Town: Portland, ME

Dear Mr. Bushey:

I am writing in response to your request received April 9, 2012 seeking information about any areas within the proposed development site with historical, architectural or archaeological significance as defined by the National Historic Preservation Act of 1966.

Regarding historic archaeological resources, review of the development site in the vicinity of 554 West Commercial Street in Portland found the project area maintains the potential to contain significant archaeological deposits of several 19th - and early 20th -century industries that played major roles in the city's growth and development. The industries include the Portland Gas Works, Melcher Planing Mill, and the Portland Glass Company (Fig. 1). The Portland Gas Light Company Works was established in 1850 to produce coal gas that was stored in large tanks and delivered to city residences by over 168 miles of mains. Gas production shifted from coal to water gas in 1938, made possible by the installation of two state-of-the-art Semet Solvay water gas machines, each capable of producing 3.5 million cubic feet of gas daily. No historic background on the Melcher Planing Mill is available at this time. The Portland Glass Works was founded in 1863 and remained in business for only 10 years. It produced a wide variety of products and is the only glass house known to have been established in Maine. The site of the glass works is considered one of the most important industrial archaeological localities in the state due to its potential to provide important information on both glass-making technology and manufactured products, about which surprisingly little is known.

There are no prehistoric archaeological or historic architectural resources on the development site.

Please be advised that if the proposed project becomes a federal "undertaking" (utilizing federal funding, licensing or permitting) as defined by the Advisory Council on Historic Preservation's regulations in 36 CFR Part 800.16(y), you will need to consult with our office in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended.

T. 41

MHPC# 0629-12
May 9, 2012

In addition, if this project requires permits from the Maine DEP, you may need to consult with our office. It is our understanding that the City of Portland reviews Site Location of Development Law applications on behalf of the Maine DEP.

Please contact Robin Reed of our staff if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kirk F. Mohny". The signature is written in a cursive style with a large initial "K".

Kirk F. Mohny
Deputy State Historic Preservation Officer

**Project Boundary
overlay on**

Historic 1871 Map of Portland Waterfront

Map provided by
Maine Historic Preservation Commission
April 2012

MHPC # 0629-12



T. 5

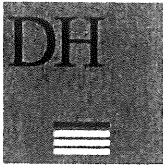
**Project Boundary
overlay on
Historic 1871 Map of Portland Waterfront
and USGS topo map**

**Map provided by
Maine Historic Preservation Commission
April 2012**

MHPC # 0629-12



T.6



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
- LANDSCAPE PLANNING

T.7

April 5, 2012

Ms. Lisa St. Hilaire, Assistant Ecologist
Maine Natural Areas Program
17 Elkins lane
93 State House Station
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Ms. St. Hilaire:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

Figure 2 – USGS Topographic Map
Figure 3 – Tax Map
Figure 4 – Zoning Map
Figure 5 – Aerial Plan
Figure 7 – Flood Map

Figure 8 – Soils Map
Figure 9 – Sand and Gravel Aquifer Map
Figure 10 – Surficial Geology Map
Figure 11 – NWI Map

We are requesting your review to determine if your Department has information concerning possible rare, endangered, or registered critical areas which may be impacted by the project. DeLuca-Hoffman Associates, Inc. is aware of the fee structure used by the Natural Heritage Program and asks that you invoice our office with your response.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures

T. 8



STATE OF MAINE
DEPARTMENT OF CONSERVATION
93 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0093

PAUL R. LEPAGE
GOVERNOR

WILLIAM H. BEARDSLEY
COMMISSIONER

April 9, 2012

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

DEIVE
APR 11 2012

Re: Rare and exemplary botanical features in proximity to: 554 West Commercial Street - Proposed Commercial Development, Portland, Maine.

Dear Mr. Bushey:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received April 9, 2012 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Portland, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this

T.9

Letter to Stephen Bushey, DeLuca-Hoffman Associates, Inc.
Comments RE: 554 West Commercial Street - Proposed Commercial Development
April 9, 2012
Page 2 of 2

site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron
Ecologist
Maine Natural Areas Program
207-287-8041
don.s.cameron@maine.gov

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Commercial Development, Portland, Maine

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
<i>Chimaphila maculata</i>	G5	S2	E	11	1991-09	Hardwood to mixed forest (forest, upland)
<i>Viola palmata</i>	G5	SH	PE	1	1908	Hardwood to mixed forest (forest, upland)
<i>Carex polymorpha</i>	G3	S1	E	9	1911-06-29	Hardwood to mixed forest (forest, upland)
<i>Carex recta</i>	G4	SH	PE	2	1913-06-11	Tidal wetland (non-forested, wetland)
<i>Allium tricoccum</i>	G5	S3	SC	17	1978-06-28	Forested wetland
<i>Platanthera flava</i> var. <i>herbiola</i>	G4T4Q	S2	SC	27	1907-07-05	Non-tidal rivershore (non-forested, seasonally wet)
<i>Selaginella apoda</i>	G5	S2	E	3	1924-08-20	Old field / roadside (non-forested, wetland or upland)
<i>Selaginella apoda</i>	G5	S2	E	8	1924-08-21	Old field / roadside (non-forested, wetland or upland)
<i>Zannichellia palustris</i>	G5	S2	SC	3	1972-06-13	Tidal wetland (non-forested, wetland)
<i>Phegopteris hexagonoptera</i>	G5	S2	SC	15	1872-08	Hardwood to mixed forest (forest, upland)
<i>Eleocharis engelmannii</i>	G4G5Q	SH	PE	2	1916-08-31	Open wetland, not coastal nor rivershore (non-forested, wetland)
<i>Eriocaulon parkeri</i>	G3	S3	SC	8	1924-08-20	Tidal wetland (non-forested, wetland)
<i>Asplenium platyneuron</i>	G5	S2	SC	10	1910-06-06	Rocky summits and outcrops (non-forested, upland)
<i>Carex sterilis</i>	G4	S3	SC	7	1936-07-14	Non-tidal rivershore (non-forested, seasonally wet)
<i>Potamogeton vaseyi</i>	G4	S2	SC	7	1901-08-04	Open water (non-forested, wetland)
<i>Asiumia fungosa</i>	G4	S1	T	9	1860-10	Dry barrens (partly forested, upland)

T. 11

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Commercial Development, Portland, Maine

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
<i>Prunus maritima</i>	G4	S1	E	10	1933-05-19	Rocky coastal (non-forested, upland)
<i>Arabis missouriensis</i>	G5?Q	S1	T	5	1905-06-11	Rocky summits and outcrops (non-forested, upland)
<i>Suaeda calceoliformis</i>	G5	S2	T	5	1932-09-12	Tidal wetland (non-forested, wetland)
<i>Ranunculus ambigens</i>	G4	SH	PE	3	1862-08	Open water (non-forested, wetland)
<i>Spartina saltmarsh</i>	G5	S3		20	2009	Tidal wetland (non-forested, wetland)
<i>Zannichellia palustris</i>	G5	S2	SC	9	1913-09-13	Tidal wetland (non-forested, wetland)
<i>Aureolaria pedicularia</i>	G5	S3	SC	13	1902-09-02	Dry barrens (partly forested, upland)
<i>Lygala cruciata</i> var. <i>aquilonia</i>	G5T4	SH	PE	1	1903-08-18	Dry barrens (partly forested, upland)
<i>Lobelia siphilitica</i>	G5	SX	PE	3	1905-09	Non-tidal rivershore (non-forested, seasonally wet)
<i>Allium canadense</i>	G5	S2	SC	5	1921-07-26	Hardwood to mixed forest (forest, upland)
<i>Proserpinaca pectinata</i>	G5	S1	E	1	1906-09-29	Open wetland, not coastal nor rivershore (non-forested, wetland)
<i>Triosteum aurantiacum</i>	G5	S1	E	5	1910-06-19	Non-tidal rivershore (non-forested, seasonally wet)
<i>Lonicera dioica</i>	G5	S2	E	5	1905-06	Dry barrens (partly forested, upland)
<i>Wolffia columbiana</i>	G5	S2	SC	2	2002-08-04	Open water (non-forested, wetland)
<i>Prunus maritima</i>	G4	S1	E	21	2009-09-16	Rocky coastal (non-forested, upland)

STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably-secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: State Rarity Ranks are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

Note: Global Ranks are determined by NatureServe.

STATE LEGAL STATUS

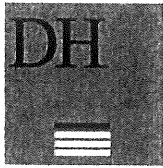
Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered and Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

T. 13



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
- LANDSCAPE PLANNING

April 5, 2012

Mr. Steve Walker
Department of Inland Fisheries & Wildlife
State House Station 41
284 State Street
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. Walker:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

- | | |
|---------------------------------|--|
| Figure 2 – USGS Topographic Map | Figure 8 –Soils Map |
| Figure 3 – Tax Map | Figure 9 – Sand and Gravel Aquifer Map |
| Figure 4 – Zoning Map | Figure 10 – Surficial Geology Map |
| Figure 5 – Aerial Plan | Figure 11 – NWI Map |
| Figure 7 – Flood Map | |

Our office is contacting you to determine if your Department has information regarding possible location of any special or significant wildlife or fisheries habitats which might be impacted at the site. Your prompt reply to this inquiry is appreciated.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures

T-14



PAUL R. LePAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

April 24, 2012

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

RE: Information Request, Proposed Commercial Development at 554 West Commercial Street, Portland, Maine

Dear Stephen:

Per your request received April 9, we have searched current Department records for known occurrences of Rare, Threatened, and Endangered species, designated Essential and Significant Wildlife Habitats, and fisheries habitat concerns within the vicinity of the proposed commercial development at 554 West Commercial Street, Portland. Findings for each category of protected resource are specified below.

Rare, Threatened, and Endangered Species

Peregrine Falcons are known to nest along the Portland Bridge. Peregrine Falcons are listed as State Endangered. Depending on the scope of the proposed project, and timing of construction activities, falcon nesting behavior may be impacted. We recommend that you coordinate final project approach in consultation with MDIF&W Region A wildlife biologists (657-2345) to best minimize the potential for disturbing nesting peregrine falcons.

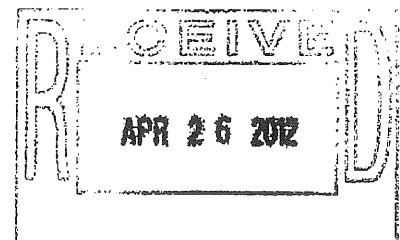
Essential Habitat

Currently, Essential Habitat is designated only for Piping Plovers, Least Terns, and Roseate Terns, all of which are coastal breeding species and which do not occur in this area.

Significant Wildlife Habitat

We do not know of any Significant Wildlife Habitats at this site. Significant Wildlife Habitats include Inland Waterfowl and Wading Bird Habitat, Tidal Waterfowl and Wading Bird Habitat, Deer Wintering Areas, Shorebird Areas, Significant Vernal Pools and Seabird Nesting Islands.

Fisheries habitat concerns



T. 15

Stephen Bushey, P.E.
Comments RE: Proposed Commercial Development at 554 West Commercial Street, Portland, Maine
Page 2 of 2

There are no concerns for inland fisheries at this site.

This consultation review has been conducted specifically for known MDIF&W jurisdictional features and should not be interpreted as a comprehensive review for the presence of all regulated features that may occur on site. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

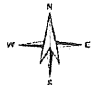


Steve Walker
Acting Environmental Review Coordinator

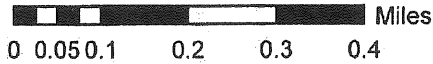


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: 554 West Commercial Street



Maine Department of
Inland Fisheries and Wildlife

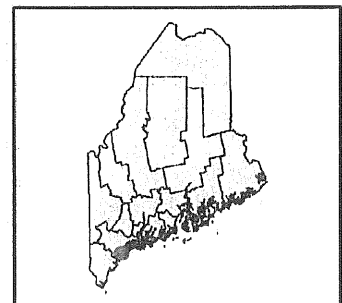


Projection: UTM, NAD83, Zone 19N

Date: 4/10/2012

Legend

- Project Site
- Towns 1:24K
- Shorebird Areas
- Tidal Waterfowl/Wading Bird
- Environmental Review Polygons
- Special Concern-occupied habitats(100ft buffer)



T. 17



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
- LANDSCAPE PLANNING

April 5, 2012

Mr. Mark McCollough
Endangered Species Specialist
U. S. Fish and Wildlife Service
1168 Main Street
Old Town, Maine 04468

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. McCollough:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

- | | |
|---------------------------------|--|
| Figure 2 – USGS Topographic Map | Figure 8 –Soils Map |
| Figure 3 – Tax Map | Figure 9 – Sand and Gravel Aquifer Map |
| Figure 4 – Zoning Map | Figure 10 – Surficial Geology Map |
| Figure 5 – Aerial Plan | Figure 11 – NWI Map |
| Figure 7 – Flood Map | |

Our office is contacting you to determine if your Department has information regarding possible location of any special or significant wildlife or fisheries habitats which might be impacted at the site. Your prompt reply to this inquiry is appreciated.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures

F-18



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Ecological Services
Maine Field Office
17 Godfrey Drive, Suite 2
Orono, Maine 04473
207/866-3344 Fax: 207/866-3351

May 24, 2012

Stephen Bushey
DeLUCA-HOFFMAN ASSOCIATES, INC.
Consulting Engineers
778 Main Street, Suite 8
South Portland, Maine 04106

Dear Mr. Bushey:

Thank you for your letter dated April 5, 2012 requesting information or recommendations from the U.S. Fish and Wildlife Service. This letter provides the Service's response pursuant to section 7 of the Endangered Species Act (ESA), as amended (16 U.S.C. 1531-1543), Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d, 54 Stat. 250) and the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667d).

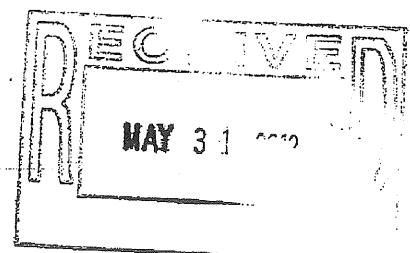
Project Name/Location: **Proposed Commercial Development at 554 West Commercial Street, Portland, Maine**

Log Number: **05E1ME00-2012-SL-0127**

Federally listed species

Based on the information currently available to us, no federally threatened or endangered species under the jurisdiction of the Service are known to occur in the project area. Accordingly, no further action is required under section 7 of the ESA, unless: (1) new information reveals impacts of this identified action that may affect listed species or critical habitat in a manner not previously considered; (2) this action is subsequently modified in a manner that was not considered in this review; or (3) a new species is listed or critical habitat determined that may be affected by the identified action.

We have not reviewed this project for state-threatened and endangered wildlife, wildlife species of special concern, and significant wildlife habitats protected under the Maine Natural Resources Protection Act. I recommend that you contact the Maine Department of Inland Fisheries and Wildlife:



T.19

Maine Department of Inland Fisheries and Wildlife
284 State Street
State House Station 41
Augusta, Maine 04333
Telephone: 207/287-5258

I recommend that you contact the Maine Natural Areas Program for additional information on state-threatened and endangered plant species, plant species of special concern, and rare natural communities:

Maine Natural Areas Program
Department of Conservation
93 State House Station
Augusta, Maine 04333
Telephone: 207/287-8046

If you have any further questions about this project, please feel free to contact me at Laury_Zicari@fws.gov or you may reach me by telephone at 207/866-3344 Ext. 111.

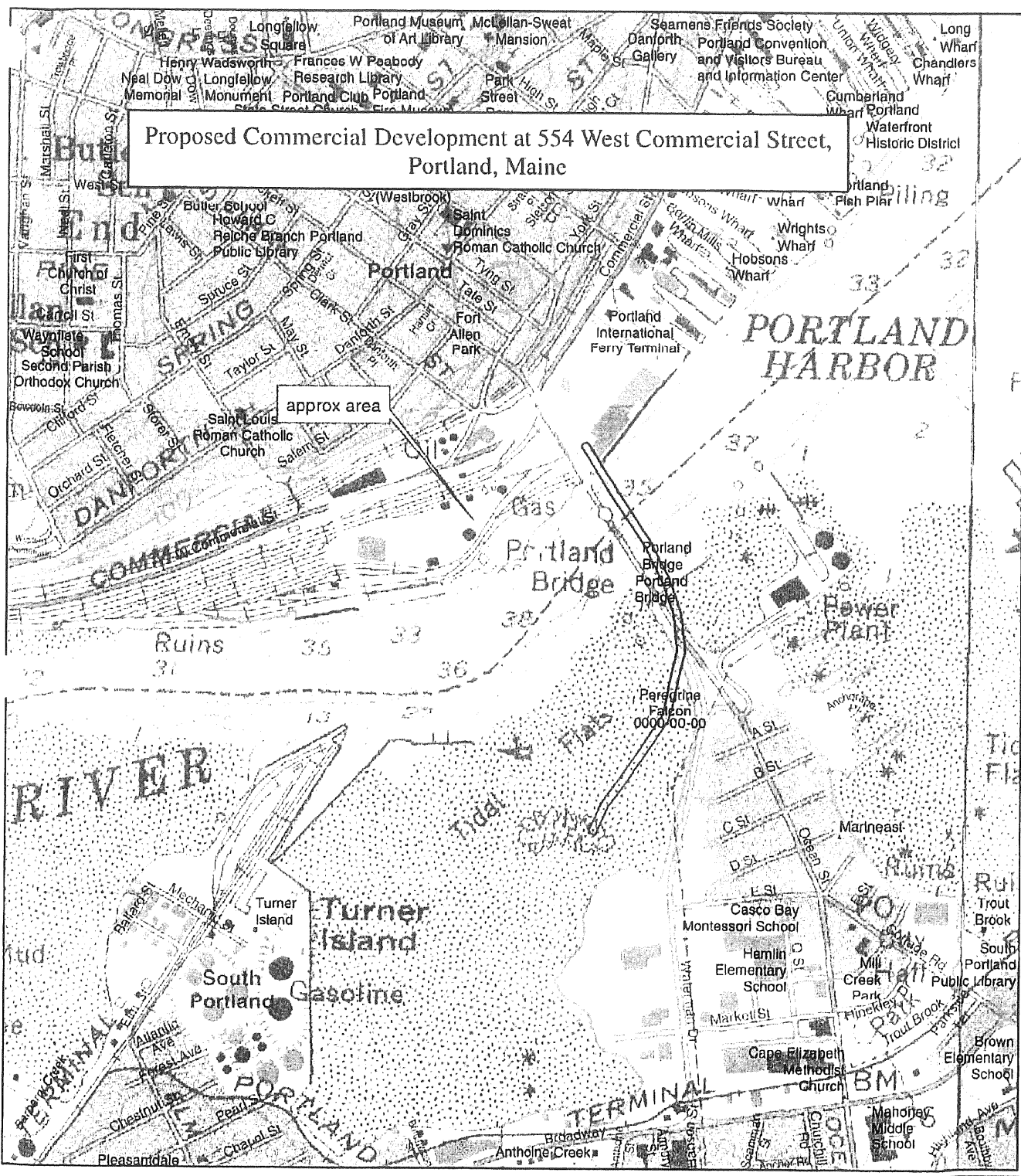
Sincerely,



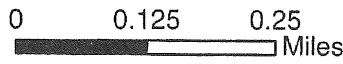
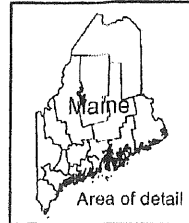
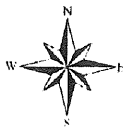
Laury Zicari
Field Supervisor
Maine Field Office

Enclosure

YAN



LEGEND
 [Symbol] ETSC-Endangered, Threatened, Special Concern 5-2011



NEW YARD LLC
58 FORE STREET
PORTLAND, ME 04101
207-774-1067

514

527451
2112
CHECK
AMOUNT

DATE	INVOICE	AMOUNT
1/15/12	# 2	

PAY five thousand dollars DOLLARS

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NO.
1/15/12	Portland Terminal Co	office	514

\$ 5000

Thomas Spangher
AUTHORIZED SIGNATURE



⑈000514⑈ 1:2112745151: 801 0193684⑈

2nd Extension

Agenda for Portland Peninsula Vehicular Wayfinding Plan - City Staff Meeting
December 13, 1 - 2 pm @ Portland City Hall, Room 24

1. Review of Primary Directional Sign Design

- A. Front, Back, and Sides
- B. Poles

2. Review of Pedestrian Orientation

- A. Pedestrian Orientation Sign Locations & Messages @ Monument Square (east bound)

3. Review of Cultural Heritage Component

- A. Interpretive Elements @ Monument Square (east bound) - 1 of 5 locations on Congress, Middle, and Commercial St.

4. Misc.

- A. Revised Bridge Abutment Drawing @ Rt. 295/Forest Avenue
- B. Public Parking stencil on pavement

Agenda for Portland Peninsula Vehicular Wayfinding Plan - City Staff Meeting
December 13, 1 - 2 pm @ Portland City Hall, Room 24

1. Review of Primary Directional Sign Design

- A. Front, Back, and Sides
- B. Poles

2. Review of Pedestrian Orientation

- A. Pedestrian Orientation Sign Locations & Messages @ Monument Square (east bound)

3. Review of Cultural Heritage Component

- A. Interpretive Elements @ Monument Square (east bound) - 1 of 5 locations on Congress, Middle, and Commercial St.

4. Misc.

- A. Revised Bridge Abutment Drawing @ Rt. 295/Forest Avenue
- B. Public Parking stencil on pavement

Agenda for Portland Peninsula Vehicular Wayfinding Plan - City Staff Meeting
December 13, 1 - 2 pm @ Portland City Hall, Room 24

1. Review of Primary Directional Sign Design

- A. Front, Back, and Sides
- B. Poles

2. Review of Pedestrian Orientation

- A. Pedestrian Orientation Sign Locations & Messages @ Monument Square (east bound)

3. Review of Cultural Heritage Component

- A. Interpretive Elements @ Monument Square (east bound) - 1 of 5 locations on Congress, Middle, and Commercial St.

4. Misc.

- A. Revised Bridge Abutment Drawing @ Rt. 295/Forest Avenue
- B. Public Parking stencil on pavement



PAN AM SYSTEMS

1700 Iron Horse Park
North Billerica, MA 01862-1681

December 12, 2012

The Portland Company
ATTN: Phineas Sprague, President
58 Fore Street
Portland, ME 04101

RE: Railroad land in Portland, ME

Dear Mr. Sprague:

Please let this correspondence confirm receipt of payment from you in the sum of \$5,000.00 for your Option to exercise the 2nd Extension to extend the Closing Date to March 27, 2013 as agreed by the parties in the Purchase and Sale Agreement-Exhibit "D" dated February 15, 2012.

Thank you for your courtesy and attention to this matter.

Very truly yours,

PORTLAND TERMINAL COMPANY

By: 

Darlene Ligor

Assistant to the Vice President, Real Estate

DJL/wp

Enclosures



12/6/2012

**Darlene Ligor, Assistant to Vp Real Estate
Portland Terminal Company
C/o Pan Am Systems , Inc
1700 Iron Horse Park
North Billerica, MA 01862-1681**

Dear Darlene,

Enclosed you will find a check for \$5,000 for the second extension of our Purchase and Sales Agreement.

Cheers,

Phin Sprague

CC Roland L. Theriault

CITY OF PORTLAND, MAINE

PLANNING BOARD

Carol Morrissette, Chair
Stuart O'Brien, Vice Chair
Timothy Dean
Bill Hall
Joe Lewis
David Silk
Patrick Venne

January 25, 2013

Applicant:
Mr. Phineas Sprague, Jr.
New Yard, LLC
58 Fore Street
Portland, Maine 04101

Agent:
Steve Bushey, PE
Deluca Hoffman Associates
778 Maine Street
South Portland, Maine 04106

Project Name: New Yard at Canal Landing
Project ID: #2012-575
Address: 40 West Commercial Street
CBL: 59-A-1,2,3,4,5,6,7,8,9,10,11,12
Applicant: New yard, LLC
Planner: Bill Needelman, Senior Planner

Dear Mr. Sprague:

On December 18, 2012, the Planning Board considered New Yard at Canal Landing for approval of a 22 acre boat repair and service yard located at 40 West Commercial Street and the Fore River. The Planning Board reviewed the proposal for conformance with the standards of the Conditional Use Review, Shoreland Zoning Regulations, Flood Plain Management, and the Site Plan Ordinance, including Site Development of Location Act. The Planning Board voted 7-0 to approve the application with the following waiver(s) and condition(s) as presented below.

a. 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 for application # **2012-575** relevant to the Portland's Land Use Code and Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

1. The Planning Board finds that two or more criteria for sidewalk waiver, as provided under Sec.14 –506 (b), **are** met, namely that: A safe alternative-walking route is reasonably available by way of a sidewalk on the other side of the street, and construction of the sidewalk will result in loss of significant features of greater value (truck circulation); and therefore **waives** the requirement for sidewalks along the southerly sideline of West Commercial Street.
2. The Planning Board finds that two or more criteria for granite curbing waiver, as provided under Sec.14 –506 (b), **are** met, namely that: construction of the curbing will result in loss of significant features of greater value (truck circulation); and that curbing is not necessary for stormwater management; and therefore **waives** the requirement for granite curbing along the southerly sideline of West Commercial Street.
3. The Planning Board **waives** the Technical Standard for flooding as provided Technical Manual III. 4. E.(2) Waiver of the flooding standard due to direct discharge into the ocean, a great pond, or major river segment.
4. The Planning Board **waives** the Technical Standard for Landscaping, Sec. IV. 5.4.5, for tree species and size to allow a naturalized replanting program consistent with the site’s Shoreland Zone context.
5. The Planning Board **waives** the Technical Standard for site lighting Sec. XII. 2., illumination levels and uniformity levels.
6. The Planning Board **waives** the Technical Standard for Soil Infiltration Testing, Sec. V, Appendix D.4.(a) based on known conditions on the site and controlled materials to be installed with construction.
7. The Planning Board **partially waives** the requirement for Bicycle Parking, Site Plan Standard 14-526 a (4) b., based on an industrial use located in an outlying area.

The Planning Board stipulates that half (4) of the required 8 bicycle parking spaces are provided.

8. The Planning Board **waives** the Technical Standard for driveway width, Sec I.7.1.4., 36 foot maximum width. 48 feet is allowed due to large truck and trailer turning movements.

b. Conditional Use in the Waterfront Port Development Zone:

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for application # **2012-575** relevant to the Conditional Use Standards of the Waterfront Port Development Zone for *marine product sales and boat storage*, and Section 14-474 of Land Use Code and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with conditional use standards of the land use code.

c. Site Plan:

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for application # **2012-575** relevant to the Site Plan Ordinance, standards for Site Location of Development, Shoreland Zone, Flood Plain Management, and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with applicable standards of the land use code, subject to the following conditions of approval:

Conditions of Approval

- i. MDOT Shared Entrance: that prior to issuance of a building permit, the applicant provides for review and approval an easement between MDOT and New Yard for construction and use of a shared entry way.*
- ii. Beach Street Intersection Contributions: that prior to issuance of a building permit, the applicant contributes \$5000 for Beach Street intersection improvements, including but not limited to pedestrian crossing and signalization.*
- iii. Combined Sewer Overflow Easement: that prior to issuance of a building permit, the applicant provides a 30 foot wide easement to the City for the combined sewer overflow line crossing the property from West Commercial Street to the Fore River as shown on the Deluca Hoffaman Site Development Plan, C-2.1, revision 4, dated 12-5-12.*
- iv. Other Agency Reviews: that any modifications to City approved plans to meet outside agency requirements must be identified and submitted to the Planning Authority for final review prior to issuance of a building permit. Outside agency permits include, NRPA wetland alternation permits, Maine DEP VRAP approvals, and Portland Harbor Commission approvals.*
- v. Rail Demolition: that prior to demolition of existing rail infrastructure, the applicant either provides evidence of rail abandonment or a legal opinion for the review and approval of Corporation Counsel that such abandonment is not required.*
- vi. Flood Plain Management: that prior to issuance of a building permit, the final site plan is revised to include a note requiring that structures on lots in the development*

be constructed in accordance with Portland City Code, section 14-450.8, Flood Plain Management.

vii. Stormwater Management: that prior to issuance of a building permit, the applicant provides for review and approval a revised grading and drainage plan and supporting material consistent with consulting stormwater engineer, Dave Senus' review memo dated December 14, 2012, included as Attachment 4 of Planning Report #53-12.

viii. Fire Safety and Emergency Access: that prior to issuance of a building permit, the applicant submit a revised site plan for review and approval in compliance with the December 12, 2012 fire code analysis memo from Fire Risk Management, Inc. (Attachment U of Planning Report #53-12) The revised site plan will show emergency access routes to be kept clear of stored and trailered vessels, vehicle parking and snow storage.

ix. Utility Capacity: that prior to issuance of a building permit, that electrical, gas, and sewer capacity letters are provided to the Planning Authority.

x. Fencing: that the chain link fencing fronting West Commercial Street is provided with a black vinyl coating.

STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in 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 Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
2. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
4. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, 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 Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.

5. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held 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 Development Review Coordinator will confirm that the contractor is working from the approved site plan. 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. (If applicable)
7. **Department of Public Services Permits** 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.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.
9. **Storm Water Management:** That the developer /contractor /subcontractor must comply with conditions of the construction stormwater management plan and sediment & erosion control plan based on City standards and state guidelines; that the owner/operator of the approved stormwater management system and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements; and that a maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form with any changes to be approved by Corporation Counsel, shall be submitted and signed prior to the issuance of a Certificate of Occupancy with a copy to the Department of Public Services.

The Development Review Coordinator must be notified five (5) working days prior to the date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. 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 Bill Needelman, Senior Planner at (207) 874-8722 or email at wbn@portlandmaine.gov.

Sincerely,



Carol Morrissette, Chair
Portland Planning Board

Attachments:

1. Dave Senus, Woodard and Curran, storm water review memo dated December 14, 2012, included as Attachment 4 of Planning Report #53-12.
2. Planning Board Report #53-12
3. City Code: Chapter 32
4. Performance Guarantee Packet

Electronic Distribution:

cc: Jeff Levine, AICP, Director of Planning and Urban Development
Alexander Jaegeman, FAICP, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Bill Needelman, Senior Planner
Philip DiPierro, Development Review Coordinator, Planning
Marge Schmuckal, Zoning Administrator, Inspections Division
Tammy Munson, Inspection Division Director
Lannie Dobson, Administration, Inspections Division
Gayle Guertin, Administration, Inspections Division
Michael Bobinsky, Public Services Director
Katherine Earley, Engineering Services Manager, Public Services
Bill Clark, Project Engineer, Public Services
David Margolis-Pineo, Deputy City Engineer, Public Services
Doug Roncarati, Stormwater Coordinator, Public Services
Greg Vining, Associate Engineer, Public Services
Michelle Sweeney, Associate Engineer
John Low, Associate Engineer, Public Services
Rhonda Zazzara, Field Inspection Coordinator, Public Services
Mike Farmer, Project Engineer, Public Services
Jane Ward, Administration, Public Services
Jeff Tarling, City Arborist, Public Services
Jeremiah Bartlett, Public Services
Captain Chris Pirone, Fire Department
Thomas Errico, P.E., TY Lin Associates
David Senus, P.E., Woodard and Curran
Rick Blackburn, Assessor's Department
Approval Letter File

CITY OF PORTLAND, MAINE
PLANNING BOARD

Carol Morrisette, Chair
Stuart O'Brien, Vice Chair
Elizabeth Boepple
Timothy Dean
Sean Dundon
Bill Hall
Jack Soley

August 28, 2013

Applicant:
Mr. Phineas Sprague, Jr.
New Yard, LLC
58 Fore Street
Portland, Maine 04101

Agent:
Steve Bushey, PE
Deluca Hoffman Associates
778 Maine Street
South Portland, Maine 04106

Project Name: New Yard at Canal Landing, Phasing Amendment
Project ID: #2013-201
Address: 40 West Commercial Street
CBL: 59-A-1,2,3,4,5,6,7,8,9,10,11,12
Applicant: New yard, LLC
Planner: Bill Needelman, Senior Planner

Dear Mr. Sprague:

On August 27, 2013, the Planning Board considered an amendment to the previously approved New Yard at Canal Landing for a 22 acre boat repair and service yard located at 40 West Commercial Street and the Fore River. The amendment proposes phasing the development with an initial phase to include a boat ramp, associated floating docks, site grading, and fencing. The Planning Board reviewed the amendments for conformance with the standards of the Conditional Use in the Waterfront Port Development Zone (Boat Storage,) Shoreland Zoning Regulations, Flood Plain Management, and the Site Plan Ordinance. The Planning Board voted 6-0 (Dundon absent) to approve the application with the following conditions as presented below.

Conditions of Approval

- i. *MDOT Shared Entrance: Regarding the proposal for use of the existing easterly entrance adjacent to the IMT, the City will monitor the entrance for safety and may require modifications to the gate and entrance design if safety issues become evident.*

- ii. Fire Safety and Emergency Access: *Prior to occupancy and or use of the site, the applicant shall submit a revised fire safety plan for review and approval identifying additional hydrant locations, emergency access routes and their adequacy for supporting fire suppression equipment.*
- iii. Previous Conditions of Approval: *For development approved on December 18, 2012, all conditions of approval remain in effect as described in Attachment 1 of Planning Board Report #40-13 (Planning Board Approval Letter dated January 25, 2013.)*

The original December 18, 2012 approvals remain in effect until one year after the date of approval and may be extended for up to two additional years at the request of the applicant and approval by the Planning Authority.

STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in 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 Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
2. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
4. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, 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 Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.

5. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held 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 Development Review Coordinator will confirm that the contractor is working from the approved site plan. 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. (If applicable)
7. **Department of Public Services Permits** 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.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.
9. **Storm Water Management:** That the developer /contractor /subcontractor must comply with conditions of the construction stormwater management plan and sediment & erosion control plan based on City standards and state guidelines; that the owner/operator of the approved stormwater management system and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements; and that a maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form with any changes to be approved by Corporation Counsel, shall be submitted and signed prior to the issuance of a Certificate of Occupancy with a copy to the Department of Public Services.

The Development Review Coordinator must be notified five (5) working days prior to the date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. 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 Bill Needelman, Senior Planner at (207) 874-8722 or email at wbn@portlandmaine.gov

Sincerely,



Carol Morrissette, Chair
Portland Planning Board

Attachments:

1. Planning Board Report #40-13
2. City Code: Chapter 32
3. Performance Guarantee Packet

Electronic Distribution:

cc: Jeff Levine, AICP, Director of Planning and Urban Development
Alexander Jaegerman, FAICP, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Bill Needelman, Senior Planner
Philip DiPierro, Development Review Coordinator, Planning
Marge Schmuckal, Zoning Administrator, Inspections Division
Tammy Munson, Inspection Division Director
Lannie Dobson, Administration, Inspections Division
Gayle Guertin, Administration, Inspections Division
Michael Bobinsky, Public Services Director
Katherine Earley, Engineering Services Manager, Public Services
Bill Clark, Project Engineer, Public Services
David Margolis-Pineo, Deputy City Engineer, Public Services
Doug Roncarati, Stormwater Coordinator, Public Services
Greg Vining, Associate Engineer, Public Services
Michelle Sweeney, Associate Engineer
John Low, Associate Engineer, Public Services
Rhonda Zazzara, Field Inspection Coordinator, Public Services
Mike Farmer, Project Engineer, Public Services
Jane Ward, Administration, Public Services
Jeff Tarling, City Arborist, Public Services
Jeremiah Bartlett, Public Services
Captain Chris Pirone, Fire Department
Thomas Errico, P.E., TY Lin Associates
David Senus, P.E., Woodard and Curran
Rick Blackburn, Assessor's Department
Approval Letter File



MEMORANDUM

DATE: September 9, 2013

TO: Stephen Bushey PE, Fay, Spofford & Thorndike
Phineas Sprague, Jr., New Yard, LLC
Robert Flight, New Yard, LLC

FROM: Jedd Steinglass LSP, Credere
Rip Patten PE, Credere

CC: File

PROJECT NO. 12001139

SUBJECT: Canal Landing/New Yard LLC:
Comments on Conditions of Approval Compliance - VRAP

This document has been prepared to provide information pertaining to the status of the above-referenced development project with respect to the Maine Department of Environmental Protection (DEP) Voluntary Response Action Program (VRAP). This information was requested by Mr. William Needleman, Senior Planner with the City of Portland, Maine in a Memorandum dated August 28, 2013, addressed to Stephen Bushey, PE of Fay, Spofford & Thorndike.

Only portions of the property associated with the development of Canal Landing that are owned by the Unitil Group (Unitil) are currently enrolled in the Maine DEP VRAP. Based on our understanding of the scope of Phase 1A of the Canal Landing redevelopment project, all work will be completed on land that was recently acquired by New Yard, LLC from Pan Am Railways. Therefore, this Phase 1A work is not currently subject to Maine DEP VRAP review or approval.

It is important to note that, regardless of current VRAP applicability, Credere Associates, LLC (Credere) has completed a review of environmental conditions that may be encountered during Phase 1A work at this property. Credere then utilized the available information to prepare a Soil Management Plan (SMP) that will be utilized to minimize potential risk of harm to human health and the environment during Phase 1A of the development project. This SMP has been provided to New Yard, LLC and all contractors associated with Phase 1A work. A copy of this SMP is also attached to this memorandum.

If you have any questions or would like further clarification on this document please do not hesitate to contact me at (207) 828-1272 extension 12 or at jsteinglass@credereassoc.com.

Attachment A
August 19, 2013, Soil Management Plan





CREDERE ASSOCIATES, LLC

776 Main Street
Westbrook, Maine 04092
Phone: 207-828-1272
Fax: 207-887-1051

August 19, 2013

Revision 0

Mr. Phineus Sprague, Jr.
New Yard, LLC
40 West Commercial Street
Portland, Maine 04101

RE: **Initial Soil Management Plan**
Boatyard Redevelopment
40 West Commercial Street, Portland, Maine

Dear Mr. Sprague:

The following document describes methods and procedures to be used during initial boatyard redevelopment activities at the New Yard, LLC property located at 40 West Commercial Street in Portland, Maine. Specifically, this Soil Management Plan (SMP) applies to shallow (less than 3 feet below existing grade) subsurface work to be completed on the New Yard, LLC property that was previously owned by Pan Am Railways. This area is hereinafter referred to as "the Site."

It is important to note that no quantitative information is available concerning environmental conditions at the Site. As such, the activities and practices described below were developed based solely on available environmental data that has been collected from adjacent properties. Using the professional judgment of Credere Associates, LLC, these activities and practices may be used to reasonably fulfill the applicable regulatory requirements and to manage potential risk to human and environmental receptors associated with on-Site soil that has been impacted by concentrations of oil and/or hazardous substances. However, if conditions encountered at the Site are determined to be inconsistent with those assumed during the preparation of the Soil Management Plan (SMP), work must cease immediately until an adequate assessment may be performed by Credere.

Included in this initial SMP are:

1. A description of assumed soil conditions.
2. A listing of proper work practices, stockpiling procedures, and protective equipment for use during initial construction activities.
3. The methods to be used for the proper transport and disposal of excess soil that may be generated during redevelopment.

1. BACKGROUND

Based on available information, portions of the Site are known to have been operated as a manufactured gas plant (MGP) that converted coal into coal gas and for railroad operations. This industrial usage spanned from at least 1850 to approximately 1980. Further, railroad operations have continued to the present day along certain areas of the Site.

According to previously completed environmental investigations, soil at properties located adjacent to the Site has been impacted by concentrations of oil and/or hazardous materials. Specifically, soil located in close proximity to the Site contains concentrations of, metals, petroleum, volatile organic compounds (VOC), and polycyclic aromatic hydrocarbons (PAH). As no on-Site environmental data is available, Credeire has utilized the maximum contaminant concentrations at the adjacent property to establish a conservative estimate of expected Site conditions. In accordance with this methodology, maximum expected contaminant concentrations are summarized below:



Table 1 - Estimated Maximum Contaminant Concentrations*

Analytical Group	Analyte	Maximum Concentration (mg/kg except as noted)
Volatile Organic Compounds (VOC)	Benzene	360
	2 Butanone (MEK)	79
	Endosulfan II	0.034
	Endosulfan Sulfate	0.23
	Beta-BHC	0.016
	Delta-BHC	0.27
	Endosulfan I	0.14
	Styrene	240
	1,2,4-Trimethylbenzene	270
	n-Butylbenzene	8.9
	Carbon disulfide	6.9
	1,3,5-Trimethylbenzene	8.3
	Ethylbenzene	320
	Isopropylbenzene	26
	n-Propylbenzene	29
	Naphthalene	610
	Total Xylenes	850
	p-Isopropyltoluene	8.4
Toluene	620	
Polycyclic Aromatic Hydrocarbons (PAH)	2-Methylnaphthalene	910
	1-Methylnaphthalene	810
	Acenaphthene	62
	Acenaphthylene	280
	Anthracene	98
	Benzo(g,h,i)perylene	190
	Benzo(a)pyrene	160
	Benzo(b)fluoranthene	520
	Benzo(k)fluoranthene	250
	Benzo(a)anthracene	240
	Chrysene	310
	Dibenz(a,h)anthracene	62
	Fluoranthene	470
	Fluorene	280
	Indeno(1,2,3-cd)pyrene	260
	Naphthalene	1,400
	Phenanthrene	770
	Pyrene	500
	Dibenzofuran	34
	Carbazole	9.2
Bis(2-Ethylhexyl)Phthalate	4.2	
RCRA 8 Metals	Arsenic	37.7
	Barium	44.8
	Cadmium	0.394
	Chromium	28.3
	Lead	90.6
	Mercury	1.03
	Selenium	0.5
	Silver	0.02
Corrosivity	pH	2.6 to 7.5 (standard units)
Cyanide	Total Cyanide	5,400
Petroleum Hydrocarbons	TPH	Not Tested
* Maximum estimated Site concentrations are based on environmental data collected from adjacent properties as reported in a March 14, 2013 Final Pre-Design Investigation Report prepared by AMEC Environmental and Infrastructure. Only detected compounds as reported in this document are included in Table 1. Additional currently unknown contaminants may exist at the Site.		



2. APPLICABILITY

This SMP applies to shallow (less than 3 feet below existing grade) subsurface work to be completed on the New Yard, LLC property that was previously owned by Pan Am Railways. This may include the disconnection/abandonment or installation of utilities, soil excavation conducted to adjust elevation grades to meet design plans/specifications or to install structurally suitable sub-grade materials, or for the installation of new Site features such as fences, utility poles, and floating slab foundations.

3. SOIL MANAGEMENT PLAN

The following section provides procedures for the excavation, re-use, storage, and disposal of excess soil generated during construction activities at the Site.

3.1 Soil Excavation and Dust Control

Wet suppression shall be used during excavation to provide temporary control of dust. Several applications per day may be necessary to control dust depending upon weather conditions and work activity. Wet suppression will be applied on a routine basis as necessary to control dust. At a minimum, wet suppression shall be applied to excavated material, stockpiles, haul roads, and exposed soils and dirt. Water runoff generated by dust control will be retained and disposed of in accordance with the requirements of the appropriate regulatory agencies.

All equipment used during excavation activities shall be properly cleaned and decontaminated prior to being transported off-Site.

3.2 On-Site Reuse of Excavated Material

If the on-Site reuse of excavated soil is possible considering the scope and requirements of the construction effort, the applicable material will be handled within the provisions of this SMP. However, reasonable efforts will be made to preserve the consistency of the location and depth of re-used excavated material within the original excavation to avoid the degradation of less contaminated materials.

For example, backfilling should be conducted such that fill materials are replaced in areas of similar re-worked and urban soil, versus backfilling fill materials in areas of native, undisturbed soil. This may be practically executed by placing shallow subsurface soil at similar shallow depths, and placing native materials at deeper points during backfilling.

3.3 Soil Stockpiling and Storage

Soil excavated from the Site may be temporarily stored or removed following disposal criteria analysis and acceptance at an appropriate receiving facility. Soil stored at the Site will be placed atop 20-mil polyethylene sheeting and covered by 10-mil or 20-mil polyethylene sheeting. Berms shall be constructed around the edges of the stockpiles, the base shall be sloped to create leachate collection points, and storm water runoff will be diverted away from any soil stockpile or storage area when feasible.



Alternatively, soil may be temporarily stored within secure, water resistant, DOT-approved steel drums or bulk containers. All stockpiled or containerized soil will be stored within a secure area of the Site and properly labeled to minimize potential contact. In addition, all soil stockpiled or otherwise stored at the Site will be inspected daily for tears, holes, or other failures in the polyethylene sheeting or storage container.

3.4 Disposal Criteria Testing

Under no circumstance shall soil that has been generated at the Site be removed or transported to any other property or facility without adequate disposal criteria testing and written approval of the Environmental Professional (CredeRe). If excess soil is generated at the Site, CredeRe will collect representative soil samples from the excess material for analysis by an independent, Maine-certified laboratory. At a minimum, and in accordance with disposal facility requirements, laboratory criteria will include the following analyses:

- Total petroleum hydrocarbons (TPH)
- VOC
- Semi-volatile organic compounds (SVOC)
- Polychlorinated biphenyls (PCB)
- Total RCRA 8 Metals
- pH
- Ignitibility, conductivity, and reactivity (sulfide and cyanide)

Following the results of the above analyses, an appropriate disposal or recycling method will be selected.

3.5 Soil Transport and Recycling / Disposal

Based on available data, excess soil that may be generated at the Site meets the definition of a Special Waste as described at 38 M.R.S.A. Section 1303-C(34). If appropriately characterized soil is shipped off-Site for recycling or disposal, all generated Special Waste material shall be transported under a Maine DEP Waste Manifest. Prior to shipment, an appropriate recycling or processing application must be submitted and facility acceptance must be obtained and presented to CredeRe. Under no circumstance shall soil that has been generated at the Site be removed or transported to any other property or facility without written approval of CredeRe.

3.6 General Health and safety Plan

The following serves as guidelines for health and safety procedures to be employed during general construction activities at the Site. These guidelines shall be supplemented by a Site-specific health and safety plan that will be prepared by each individual contractor that is performing work at the Site.



Training

Based on estimated Site conditions, any individual worker who will be exposed or potentially exposed to soil located within the limits of the Site for more than 40-hours shall maintain appropriate Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations and Emergency Response training per 29 CFR 1910.120.

Based on previous environmental assessments completed at the Site, the expected contaminants of concern in soil include metals, petroleum, VOC, and PAH. The primary route for contact with impacted materials at the Site is dermal absorption. Secondary routes include inhalation, accidental ingestion, and injection through broken skin. As such, the utilization of basic personal protective equipment (PPE) will minimize the potential for exposure while conducting construction activities at the Site.

Personal Protective Equipment

Based on an evaluation of the anticipated potential hazards, a personal protection level of D has been designated for all personnel working within the construction area at the Site. Specific level D PPE to be used at the Site is as follows:

- Steel toe work boots with latex over boots, as required
- Safety glasses with side shields
- Work gloves
- Nitrile inner gloves
- Hard Hat
- Coveralls

If, based on field screening techniques and/or the professional judgment of the contractor and/or Credere, it is determined that level C or higher PPE is required, work must stop until Site conditions risks can be reassessed.

General Operating Procedures

In addition to the above basic health and safety guidelines, the succeeding procedures will be followed during activities conducted at the Site which create the potential for exposure to impacted soil:

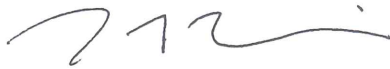
1. The Site shall be surveyed and cleared by DigSafe.
2. All equipment used during excavation activities shall be properly cleaned and all loose soil shall be removed prior to off-Site transport.
3. Any indication of conditions more hazardous than those anticipated, or the observation of circumstances which would render the above basic health and safety procedures



inappropriate, shall result in the evacuation of the work area and a reassessment of health and safety procedures by the contractor and/or Credere.

If there are any questions, please contact the undersigned.

Sincerely,
Credere Associates, LLC



Jedd S. Steinglass, L.S.P.
Senior Project Manager



Rip Patten, P.E., L.S.P., LEED-AP
Vice President

MEMORANDUM



TO: Bill Needelman, Planner
FROM: David Senus, P.E. & Ashley Auger, E.I.T.
DATE: November 27, 2012
RE: 40 West Commercial Street, Final Level III Site Plan Application

Woodard & Curran has reviewed the Final Level III Site Plan Application for Phase I of the Canal Landing Development at 40 West Commercial Street in Portland, Maine. The project proposes to construct a boat repair and maintenance yard, along with related marine uses over the course of multiple phases. Phase I will include construction of a 19,200 Square-Foot tension fabric building and associated utilities, concrete boat ramps along the shorefront, establishment of yard areas, and marine improvements.

Documents Provided By Applicant

- Final Level III Site Plan Application with cover letter and attachments dated October 31, 2012, prepared by DeLuca-Hoffman Associates, Inc., on behalf of New Yard, LLC.
- Conditional Use Application, dated November 2, 2012, prepared by DeLuca-Hoffman Associates, Inc., on behalf of New Yard, LLC.
- Engineering Plans, Sheets C-1.0 through C-1.4, C-2.0, C-2.1, C-3.1, C-4.1, C-6.1 through C-6.6, C-7.0, C-8.0 through C-8.5, C-9.0, C-10.0, & L-1.0, revised October 31, 2012, prepared by DeLuca-Hoffman Associates, Inc., on behalf of New Yard, LLC.

Comments

- 1) The Applicant has noted that the project is subject to review under the City's delegated review authority for Site Location of Development. Site Location of Development projects are required to meet the MaineDEP Chapter 500 Standards, including conformance with the Basic, General and Flooding Standards. In addition, Section 5 of the City of Portland Technical Manual requires that Level III development projects prepare and submit a stormwater management plan pursuant to the regulations of Maine DEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards:
 - a) Basic Standards: Plans, notes and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500. As noted in the Site Plan application and the Erosion and Sedimentation Control Report, the project site has environmental considerations associated with a Voluntary Response Action Plan (VRAP). As part of the VRAP compliance, MaineDEP may require additional, specialized erosion & sediment controls associated with earth removal or remediation activities performed by the Applicant or by existing landowners. In addition, the MaineDEP and USACOE are reviewing the project for impacts associate with work within and in proximity to tidal wetlands as part of the Natural Resources Protection Act permit. We recommend including a condition of approval that acknowledges that state and federal review processes may require modifications to the plans, and that any modifications shall be identified and submitted for final review as part of the condition of approval compliance.
 - b) General Standards:
 - i) It is unclear how much new impervious surface is proposed for Phase I of this project from the "Project Data" sheet submitted as part of the Site Plan Application form, please clarify. Also, the Applicant references a water quality summary chart on Sheet C-9.0, however no chart indicating these values has been provided at this time.
 - ii) The Applicant is proposing a manmade pervious surface for much of the improved area of the site to meet the General Standard. The proposed manmade pervious surface does not comply



with the guidance provided in the MaineDEP BMP Manual (Section 7.7 of Volume III of the MaineDEP Stormwater BMP Manual). The pervious surface proposed by the Applicant includes a 3" to 6" surface layer of ¾" crushed stone over a layer of gravel. The surface layer of ¾" crushed stone is proposed to act as both the reservoir layer for the water quality storm event (1" storm) and the wearing surface for vehicle traffic. Without a means of retaining the stone at the surface, the stone material will shift from vehicle traffic and will vary in depth over time. MaineDEP does allow for the use of plastic grid pavers that can be infilled with crushed stone to limit the displacement of the stone surface. The Applicant should consider the use of the plastic grid paver or propose an alternate permeable manmade surface design that complies with the General Standards. In addition, the Boat Yard Surface Section detail on Sheet C-8.1 notes the use of geo-net between the crushed stone and the gravel. This detail includes a note stating "To Be Verified Appropriate by the Geotechnical Engineer of Record". We agree with the use of a geo-net in this application to limit the intermixing of crushed stone with the gravel base, and request that the note require a geonet at this interface.

- iii) The proposed manmade pervious surface detail indicates that the compacted subgrade will be prepared in accordance with the geotechnical report; however, it does not appear that a geotechnical report has been submitted at this time. Please include any geotechnical information that relates to preparation of the subgrade.
 - iv) Please provide additional details identifying surface preparation, materials of construction, and surface vegetation for the "Stormwater Management Areas" noted on C3.1.
 - v) Three "Washdown Collection" areas with "Washdown Collection Inlets" are proposed in proximity to the marine access ramps. Please provide additional information on these collection areas, including detailed grading for the washdown areas associated with inlet "G1" and inlet "F1", and information on the function and design of the inlets (Where do they discharge to? If they store water, what is their capacity and how frequently will they be cleaned/drained?).
- c) Flooding Standard: The Applicant is requesting a waiver from the flooding standard due to stormwater discharge to a tidal waterbody. Projects that discharge to the ocean are eligible for a waiver from the Flooding Standard. We are supportive of a waiver from the flooding standard for this project.
- 2) The Applicant proposes to manage stormwater through infiltration technologies such as manmade pervious surfaces and a vegetated depression/swale, with overflows for high storm events. Infiltration through the means of a manmade pervious surface does not result in any localized increase in infiltration to the subsurface beyond the existing site condition. Infiltration within the vegetated depression/swale, however, will result in an increased groundwater loading in a localized area of the site. Because portions of the site are regulated under the State's VRAP program, we request that the Applicant verify that infiltration of stormwater in these areas is acceptable to MaineDEP.
 - 3) The Stormwater Management Plan should include a stormwater inspection and maintenance plan developed in accordance with and in reference to Chapter 32 of the City of Portland Code of Ordinances, including reference to annual reporting requirements.
 - 4) The plans should include notes related to the size, slope, elevation and material for all stormwater drain pipes proposed on the project.
 - 5) The proposed 12"x24"x24" tee connection from "Overflow Structure D1" to the 24" RCP sewer on sheet C3.1 is not an acceptable means of connecting to the City's sewer/drain infrastructure. A connection of this size will require a manhole.



FAY, SPOFFORD &
THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896
www.fstinc.com

August 16, 2013

Ms. Barbara Barhydt
Development Review Services Manager
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

**Subject: Canal Landing New Yard – Phase 1
40 West Commercial Street
Applicant: New Yard, LLC
Amended Site Plan Application**

Dear Barbara:

On behalf of New Yard, LLC (New Yard), we are pleased to provide the accompanying Amended Site Plan Application and related Performance Guarantee information. New Yard LLC is proposing an amended Phasing Plan that will allow them to move forward with a limited number of activities this summer/fall under the coverage of an abbreviated Performance Guarantee posting. We understand this requires Planning Board approval. You may recall per our February 15, 2013 Condition Compliance Letter #1 we previously addressed the Portland Planning Board's Conditions of Approval #4, 6 and 8. The applicant is now moving forward with a limited amount of site activities that will enable them to partially occupy the site. As you may know, New Yard completed the property closings with Unitil and Portland Terminal in late July. New Yard is now proposing to perform a narrow scope of activities within the next 4 to 6 weeks with the intent of occupying the site on a limited basis. They do not foresee executing the full Phase 1 development plan as approved at least until the spring/summer 2014. As you know, the West Commercial Street property is currently under consideration for expansion activities related to the International Marine Terminal (IMT). For this reason, New Yard does not want to commence the full Phase 1 development program, since there are uncertainties as to what may ultimately occur within the easterly portions of the New Yard development site. However, New Yard is also interested in immediate site use. This will include limited out of water vessel placement, and boat repair activities.

Ms. Barbara Barhydt

August 16, 2013

Page 2

New Yard proposes to complete the following Phase 1A activities in the upcoming weeks:

- Grassing cutting and general site cleanup;
- Select brush and tree removal with observance of the tree save plan originally approved;
- Removal of a portion of the abandoned rail tracks east of the NGL driveway;
- Removal and resetting of a chain link fence along the Commercial Street frontage. The fence is intended to provide improved security around the site and will simply place a fence line closer to the street line along much of the site frontage from the NGL driveway, east to the existing shared driveway with the MaineDOT;
- Processing of salvaged concrete that will be crushed and reinforcement removed for general use as inert site fill. This quantity of material is generally less than 3,000 CY;
- Placement of a small portable temporary construction trailer with power service;
- Pile removal and/or cutting at the mud line within most of the remnant pier limits across the site waterfront. The piles will likely be stockpiled on the site for future reuse, or disposed of if unsuitable for reuse;
- Ground stabilization and restoration to the existing shorefront granite revetment west of the Unutil frontage. Numerous granite blocks need to be reset along the top of the wall and ground area behind the wall that has been eroded due to ongoing water exposure will be repaired. The plan includes minor subgrade preparation behind the wall and the placement of geotextile material followed by the restoration of granular backfill to the top of wall grade;
- Installation of the westerly boat ramp and floats for vessel staging and extraction. This will include CIP or precast planks and slope stabilization in the vicinity of the ramp and pile reuse or replacement; and
- Installation of a temporary tension fabric structure that can be relocated. New Yard's objective is to install the fabric building within the existing footprint of the existing concrete pad, located at the west side of the site. The concrete pad was formerly a clay storage site, thus it is hoped that the pad can be beneficially reused for these temporary conditions. New Yard does not desire to place the structure at the originally designed location until issues including Unutil's completion of VRAP cleanup and the IMT expansion are more fully resolved.

In addition, the following will continue to occur:

- New Yard will continue to use the existing shared easterly entrance off Commercial Street for site access;
- Energy East/NGL will continue to operate the existing propane distribution facility and access drive opposite Beach Street;

Ms. Barbara Barhydt

August 16, 2013

Page 3

- Pan Am will continue to use the tracks into the Energy East/NGL site; and
- Unutil will continue remediation activities on their lands, including box waste removal and granular fill placement.

Work not currently contemplated until more definitive direction on the IMT expansion is determined includes the following Phase 1B activities:

- No significant earthmoving activities;
- No permanent underground utilities will be installed;
- No permanent buildings including the Operations and Maintenance building or Yacht Sales building will be constructed;
- The permanent boat yard surface will not be placed until at least the summer 2014;
- The travel lift basin will not be constructed; and
- The easterly boat ramp will not be constructed.

New Yard is also interested in the realigned placement of a building on the property. New Yard's objective is to install a tension fabric or prefabricated metal building within or near the footprint of the existing concrete pad, located at the west side of the site. The concrete pad was formerly a clay storage site, thus it is hoped that the pad can be beneficially reused for these temporary conditions. New Yard does not desire to place the structure at the originally designed location until issues including Unutil's completion of VRAP clean up and the IMT expansion are more fully resolved. We understand that this amended building alignment requires additional staff and Planning Board review and we are currently preparing a supplemental application package for these plans. We expect to submit plans and supporting materials within the next few weeks as we seek Board approval in late September or early October for the building amendment. This issue will be covered under another amendment application.

The accompanying annotated plans illustrate the scope of work currently contemplated. Items to be completed this summer/fall are identified as Phase 1A activities, while work to be performed at a later time include the remaining approved elements now identified as Phase 1B.

On the basis of these phased activities, New Yard is seeking to post a Performance Guarantee for Phase 1A activities, reflective of a limited work scope, at least until such time that more definitive plans for the IMT expansion are developed. New Yard fully expects and agrees to post a more expansive Performance Guarantee for the remaining Phase 1B work not definitively scheduled, once the IMT expansion is more fully understood. The accompanying Draft Performance Guarantee form covers those items outlined above as the initial Phase 1A activities that New Yard is proposing to complete. We recognize the original conditions of approval include several items linked to the issuance of a building permit and it is New Yard's intent to satisfy these items in advance or part of any building permit submission. We also recognize that

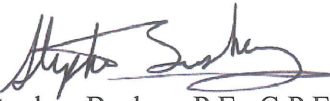
Ms. Barbara Barhydt
August 16, 2013
Page 4

the original approved development plans did not contemplate this phased approach to the work. However, this is now crucial, as New Yard needs to initiate limited site use based on their business needs and operations. Pending your review of these materials, New Yard will be initiating one or more site meetings with involved utilities, contractors and City representatives to discuss work scheduling, timelines and other construction administration over the next few weeks. We understand with this submission that the City may place this request on the Planning Board's August 27th meeting agenda. If successfully reviewed at that time, New Yard is prepared to submit the remaining Performance Guarantee materials to the Planning Authority on the next day in order to expedite commencement of project activity.

We appreciate the Planning Authority's consideration on these matters and look forward to commencement of the project. If you have any questions or require any additional information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE, LLC



Stephen Bushey, P.E., C.P.E.S.C.
Senior Engineer

SRB/smk

Enclosures: Draft Performance Guarantee forms
Amended Site Plan Depicting Phasing

c: Bill Needelman, City Planning
Phin Sprague, New Yard LLC
Bob Flight, New Yard LLC
Peter Plumb, Murray, Plumb and Murray



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Canal Landing New Yard Boat Maintenance Facility

PROPOSED DEVELOPMENT ADDRESS:

40 West Commercial Street, Portland, Maine 04101

PROJECT DESCRIPTION:

Phased redevelopment of former industrial site into a boat and ship repair and maintenance facility

and related mix-use activities. Current submission is for amended project phasing.

59-A - 5,6,9,10

CHART/BLOCK/LOT: 59-A-2
59-A-1, 3, 4, 7, 8, 11, 12

PRELIMINARY PLAN July 2012 (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: New Yard, LLC Business Name, if applicable: Address: 58 Fore Street City/State : Portland, ME Zip Code: 04101	Applicant Contact Information Work # 207-774-1067 Home# Cell # Fax# 207-774-7035 e-mail: www.portlandyacht.com
Owner – (if different from Applicant) Name: Northern Utilities, Inc. d/b/a Unitil and New Yard, LLC Address: 6 Liberty Lane West/58 Fore Street City/State : Portland, ME Zip Code: 04101	Owner Contact Information Work # 603-773-6459 Home# Cell # Fax# e-mail:
Agent/ Representative Name: Stephen R. Bushey, P.E./FST, LLC Address: 778 Main Street, Suite 8 City/State : Portland, ME Zip Code: 04106	Agent/Representative Contact information Work # 207-775-1121 Cell # 207-756-9359 e-mail: sbushey@fstinc.com
Billing Information Name: c/o Portland Yacht Services Address: 58 Fore Street City/State : Portland, ME Zip Code: 04101	Billing Information Work # 207-774-1067 Cell # Fax# 207-774-7035 e-mail:

Engineer Name: FST, LLC Address: 778 Main Street, Suite 8 City/State :So. Portland, ME Zip Code: 04106	Engineer Contact Information Work # 207-775-1121 Cell # 207-756-9359 Fax# 207-879-0896 e-mail: sbushey@fstinc.com
Surveyor Name: Owen Haskell Inc. Address: 390 US Route 1, Unit 10 City/State : Falmouth, ME Zip Code: 04105	Surveyor Contact Information Work # 207-774-0424 Cell # Fax# 207-774-0511 e-mail: jswan@owenhaskell.com
Architect Name: TFH Architects Address: 80 Middle Street City/State : Portland, ME Zip Code: 04101	Architect Contact Information Work # 207-775-6141 Cell # Fax# 207-773-0194 e-mail:
Attorney Murray, Plumb and Murray Name: Peter Plumb, Esq. Address: 75 Pearl Street, Suite 300 City/State : Portland, ME Zip Code: 04101	Attorney Contact Information Work # 207-773-5651 Cell # Fax# 207-773-8023 e-mail: pplumb@mpmlaw.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews) <input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee) Plan Amendments (check applicable reviews) <input type="checkbox"/> Planning Staff Review (\$250) <input checked="" type="checkbox"/> Planning Board Review (\$500) The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) <input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = _____ <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation
--	--

APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

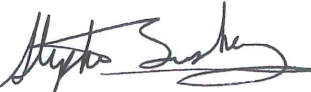
Refer to the application checklist for a detailed list of submission requirements.

Portland’s development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland’s Land Use Code is on the City’s web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

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

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signatur 	Date: August 16, 2013
---	--------------------------

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	22.5 ac. sq. ft.
Proposed Total Disturbed Area of the Site	Phase 1A - 100,000 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	287,704 sq. ft.
Impervious Area (Total Proposed)	255,598 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	41,617 sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	41,617 sq. ft.
Zoning	
Existing	WPDZ
Proposed, if applicable	Same
Land Use	
Existing	LP Gas Distribution (to remain)
Proposed	Boat Maintenance Facility
Residential, if applicable	N/A
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	N/A
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	0
# of Parking Spaces (Total Existing)	Unspecified parking for up to 50 outside employees
# of Parking Spaces (Total Proposed)	
# of Handicapped Spaces (Total Proposed)	
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	Waiver Requested
Estimated Cost of Project	\$1 - 2 Million

SUBDIVISION/SITE DEVELOPMENT
Cost Estimate of Improvements to be covered by Performance Guarantee

Date: 08-12-13

Name of Project: Canal Landing New Yard

Address/Location: 40 West Commercial Street

Application ID #: #2012-575

Developer: New Yard, LLC

Form of Performance Guarantee: _____

Type of Development: Subdivision _____ Site Plan (Level I, II or III) Level III

TO BE FILLED OUT BY THE APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road/Parking Areas	_____	_____	_____	1	LS	\$30,000
Curbing	_____	_____	_____	_____	_____	_____
Sidewalks	_____	_____	_____	_____	_____	_____
Esplanades	_____	_____	_____	_____	_____	_____
Monuments	_____	_____	_____	_____	_____	_____
Street Lighting	_____	_____	_____	_____	_____	_____
Street Opening Repairs	_____	_____	_____	_____	_____	_____
Other - Boat Ramp/Floats	_____	_____	_____	1	LS	\$165,000
2. EARTH WORK						
Cut	_____	_____	_____	_____	_____	_____
Fill	_____	_____	_____	3,000 CY	\$15/CY	\$6,000
3. SANITARY SEWER						
Manholes	_____	_____	_____	_____	_____	_____
Piping	_____	_____	_____	_____	_____	_____
Connections	_____	_____	_____	_____	_____	_____
Main Line Piping	_____	_____	_____	_____	_____	_____
House Sewer Service Piping	_____	_____	_____	_____	_____	_____
Pump Stations	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____
4. WATER MAINS	_____	_____	_____	_____	_____	_____
5. STORM DRAINAGE						
Manholes	_____	_____	_____	_____	_____	_____
Catchbasins	_____	_____	_____	_____	_____	_____
Piping	_____	_____	_____	_____	_____	_____
Detention Basin	_____	_____	_____	_____	_____	_____
Stormwater Quality Units	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____

6. SITE LIGHTING	_____	_____	_____	_____	_____	_____
7. EROSION CONTROL						
Silt Fence	_____	_____	_____	1,000 LF	\$3/LF	\$3,000
Check Dams	_____	_____	_____	_____	_____	_____
Pipe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	550 CY	\$50/CY	\$27,500
Geotextile	_____	_____	_____	_____	_____	_____
Hay Bale Barriers	_____	_____	_____	_____	_____	_____
Catch Basin Inlet Protection	_____	_____	_____	_____	_____	_____
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	_____	_____	_____	_____	_____	_____
10. MISCELLANEOUS	_____	_____	_____	1	LS	\$20,000
TOTAL:	_____	_____	_____	\$251,500	_____	_____
GRAND TOTAL:	_____	_____	_____	_____	_____	_____

INSPECTION FEE (to be filled out by the City)

	PUBLIC	PRIVATE	TOTAL
A: 2.0% of totals:	_____	_____	_____
<u>or</u>			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	_____
	(name)	(name)	

Philip DiPierro - 6 Samuel road

From: David Margolis-Pineo
To: Philip DiPierro
Date: 8/16/2013 9:32 AM
Subject: 6 Samuel road
CC: Ann Machado; Barbara Barhydt; Marge Schmuckal

Phil,

I got a report from a resident in the Samuel Rd neighborhood (Bernard-Mona area off Washington Ave) of some clearing going on behind #6 Samuel Road. Not sure what is going on. Would you please do a drive by. It is reported they were out there at eight o'clock last night bush hogging the area.

Thanks

Let me know what you find out please.

CITY OF PORTLAND, MAINE
PLANNING BOARD

Carol Morrissette, Chair
Stuart O'Brien, Vice Chair
Timothy Dean
Bill Hall
Joe Lewis
David Silk
Patrick Venne

January 25, 2013

Applicant:
Mr. Phineas Sprague, Jr.
New Yard, LLC
58 Fore Street
Portland, Maine 04101

Agent:
Steve Bushey, PE
Deluca Hoffman Associates
778 Maine Street
South Portland, Maine 04106

Project Name: New Yard at Canal Landing
Project ID: #2012-575
Address: 40 West Commercial Street
CBL: 59-A-1,2,3,4,5,6,7,8,9,10,11,12
Applicant: New yard, LLC
Planner: Bill Needelman, Senior Planner

Dear Mr. Sprague:

On December 18, 2012, the Planning Board considered New Yard at Canal Landing for approval of a 22 acre boat repair and service yard located at 40 West Commercial Street and the Fore River. The Planning Board reviewed the proposal for conformance with the standards of the Conditional Use Review, Shoreland Zoning Regulations, Flood Plain Management, and the Site Plan Ordinance, including Site Development of Location Act. The Planning Board voted 7-0 to approve the application with the following waiver(s) and condition(s) as presented below.

a. 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 for application # **2012-575** relevant to the Portland's Land Use Code and Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

1. The Planning Board finds that two or more criteria for sidewalk waiver, as provided under Sec.14 –506 (b), **are** met, namely that: A safe alternative-walking route is reasonably available by way of a sidewalk on the other side of the street, and construction of the sidewalk will result in loss of significant features of greater value (truck circulation); and therefore **waives** the requirement for sidewalks along the southerly sideline of West Commercial Street.
2. The Planning Board finds that two or more criteria for granite curbing waiver, as provided under Sec.14 –506 (b), **are** met, namely that: construction of the curbing will result in loss of significant features of greater value (truck circulation); and that curbing is not necessary for stormwater management; and therefore **waives** the requirement for granite curbing along the southerly sideline of West Commercial Street.
3. The Planning Board **waives** the Technical Standard for flooding as provided Technical Manual III. 4. E.(2) Waiver of the flooding standard due to direct discharge into the ocean, a great pond, or major river segment.
4. The Planning Board **waives** the Technical Standard for Landscaping, Sec. IV. 5.4.5, for tree species and size to allow a naturalized replanting program consistent with the site’s Shoreland Zone context.
5. The Planning Board **waives** the Technical Standard for site lighting Sec. XII. 2., illumination levels and uniformity levels.
6. The Planning Board **waives** the Technical Standard for Soil Infiltration Testing, Sec. V, Appendix D.4.(a) based on known conditions on the site and controlled materials to be installed with construction.
7. The Planning Board **partially waives** the requirement for Bicycle Parking, Site Plan Standard 14-526 a (4) b., based on an industrial use located in an outlying area.

The Planning Board stipulates that half (4) of the required 8 bicycle parking spaces are provided.
8. The Planning Board **waives** the Technical Standard for driveway width, Sec I.7.1.4., 36 foot maximum width. 48 feet is allowed due to large truck and trailer turning movements.

b. Conditional Use in the Waterfront Port Development Zone:

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for application # 2012-575 relevant to the Conditional Use Standards of the Waterfront Port Development Zone for *marine product sales and boat storage*, and Section 14-474 of Land Use Code and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with conditional use standards of the land use code.

c. Site Plan:

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for application # 2012-575 relevant to the Site Plan Ordinance, standards for Site Location of Development, Shoreland Zone, Flood Plain Management, and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with applicable standards of the land use code, subject to the following conditions of approval:

Conditions of Approval

- i. MDOT Shared Entrance: that prior to issuance of a building permit, the applicant provides for review and approval an easement between MDOT and New Yard for construction and use of a shared entry way.*
- ii. Beach Street Intersection Contributions: that prior to issuance of a building permit, the applicant contributes \$5000 for Beach Street intersection improvements, including but not limited to pedestrian crossing and signalization.*
- iii. Combined Sewer Overflow Easement: that prior to issuance of a building permit, the applicant provides a 30 foot wide easement to the City for the combined sewer overflow line crossing the property from West Commercial Street to the Fore River as shown on the Deluca Hoffaman Site Development Plan, C-2.1, revision 4, dated 12-5-12.*
- iv. Other Agency Reviews: that any modifications to City approved plans to meet outside agency requirements must be identified and submitted to the Planning Authority for final review prior to issuance of a building permit. Outside agency permits include, NRPA wetland alternation permits, Maine DEP VRAP approvals, and Portland Harbor Commission approvals.*
- v. Rail Demolition: that prior to demolition of existing rail infrastructure, the applicant either provides evidence of rail abandonment or a legal opinion for the review and approval of Corporation Counsel that such abandonment is not required.*
- vi. Flood Plain Management: that prior to issuance of a building permit, the final site plan is revised to include a note requiring that structures on lots in the development*

be constructed in accordance with Portland City Code, section 14-450.8, Flood Plain Management.

- vii. Stormwater Management: that prior to issuance of a building permit, the applicant provides for review and approval a revised grading and drainage plan and supporting material consistent with consulting stormwater engineer, Dave Senus' review memo dated December 14, 2012, included as Attachment 4 of Planning Report #53-12.*
- viii. Fire Safety and Emergency Access: that prior to issuance of a building permit, the applicant submit a revised site plan for review and approval in compliance with the December 12, 2012 fire code analysis memo from Fire Risk Management, Inc. (Attachment U of Planning Report #53-12) The revised site plan will show emergency access routes to be kept clear of stored and trailered vessels, vehicle parking and snow storage.*
- ix. Utility Capacity: that prior to issuance of a building permit, that electrical, gas, and sewer capacity letters are provided to the Planning Authority.*
- x. Fencing: that the chain link fencing fronting West Commercial Street is provided with a black vinyl coating.*

STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in 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 Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
2. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
4. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, 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 Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.

5. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held 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 Development Review Coordinator will confirm that the contractor is working from the approved site plan. 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. (If applicable)
7. **Department of Public Services Permits** 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.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.
9. **Storm Water Management:** That the developer /contractor /subcontractor must comply with conditions of the construction stormwater management plan and sediment & erosion control plan based on City standards and state guidelines; that the owner/operator of the approved stormwater management system and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements; and that a maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form with any changes to be approved by Corporation Counsel, shall be submitted and signed prior to the issuance of a Certificate of Occupancy with a copy to the Department of Public Services.

The Development Review Coordinator must be notified five (5) working days prior to the date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. 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 Bill Needelman, Senior Planner at (207) 874-8722 or email at wbn@portlandmaine.gov.

Sincerely,



Carol Morrissette, Chair
Portland Planning Board

Attachments:

1. Dave Senus, Woodard and Curran, storm water review memo dated December 14, 2012, included as Attachment 4 of Planning Report #53-12.
2. Planning Board Report #53-12
3. City Code: Chapter 32
4. Performance Guarantee Packet

Electronic Distribution:

cc: Jeff Levine, AICP, Director of Planning and Urban Development
Alexander Jaegeman, FAICP, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Bill Needelman, Senior Planner
Philip DiPierro, Development Review Coordinator, Planning
Marge Schmuckal, Zoning Administrator, Inspections Division
Tammy Munson, Inspection Division Director
Lannie Dobson, Administration, Inspections Division
Gayle Guertin, Administration, Inspections Division
Michael Bobinsky, Public Services Director
Katherine Earley, Engineering Services Manager, Public Services
Bill Clark, Project Engineer, Public Services
David Margolis-Pineo, Deputy City Engineer, Public Services
Doug Roncarati, Stormwater Coordinator, Public Services
Greg Vining, Associate Engineer, Public Services
Michelle Sweeney, Associate Engineer
John Low, Associate Engineer, Public Services
Rhonda Zazzara, Field Inspection Coordinator, Public Services
Mike Farmer, Project Engineer, Public Services
Jane Ward, Administration, Public Services
Jeff Tarling, City Arborist, Public Services
Jeremiah Bartlett, Public Services
Captain Chris Pirone, Fire Department
Thomas Errico, P.E., TY Lin Associates
David Senus, P.E., Woodard and Curran
Rick Blackburn, Assessor's Department
Approval Letter File

PLANNING BOARD REPORT PORTLAND, MAINE



New Yard at Canal Landing
Boatyard and Boat Repair Facility
40 West Commercial Street

Level III Site Plan, Conditional Use, Shoreland Zone, Flood Plain,
and Site Location of Development Reviews

New Yard, LLC, Applicant

Submitted to: Portland Planning Board: Public Hearing Date: December 18, 2012 Project #2012-575 CBL: 59-A-1,2,3,4,5,6,7,8,9,10,11,12	Prepared by: Bill Needelman, Senior Planner Date: December 14, 2012 Planning Board Report Number: #53-12
---	--

I. Introduction

At the request of New Yard, LLC, represented by Steve Bushey, Deluca Hoffman Associates, the Planning Board is requested to hold a Public Hearing to review the proposed site plan for a boat and ship repair and maintenance facility in the vicinity of 40 West Commercial Street. A boat sales area is also proposed.

The proposal is for approximately 42,000 square feet of building space for the repair facility and re-grading of up to 7 acres of the site for boat storage and circulation.

The Planning Board held an introductory workshop on the proposal based on a preliminary application on September 11, 2010 and the applicant has provided an updated set of material as the basis for this Public Hearing. The revised material shows an expansion of interior building space from +/-20,000 square feet to +/-42,000 square feet with the addition of a 22,000 square foot "operations building." Other changes reflect city staff and Planning Board comments, changes to the water-side floats and docks, greater detail and engineering specificity, and responses to written review comments.

This hearing was advertised in the December 6 and 7, 2012 editions of the Portland Press Herald and was noticed by mail to 132 neighboring property owners and interested parties.

City staff has reviewed the application and written materials and the staff's analysis is provided below.

Applicable Reviews

The project is considered a Level III Site Plan subject to review under the Waterfront Port Development Zone, Shoreland, Flood Plain, and Conditional Use (marine retail and boat storage in the WPDZ) standards of the land use code. The project is also reviewed under delegated local authority for a Site Location of Development permit. The subject review is limited to the first phase of development and additional reviews may be required for later phases.

The applicant is requesting waivers from the following provisions of the Land Use Code and Technical Standards

Waiver	Code Reference	Comment
Sidewalks and Granite Curbing:	Site Plan Standard 14-526(a)(2)c.1 (and 14-448 and 14-449, by reference)	<i>Sidewalk waiver is recommended by staff based on sidewalk criteria 1 (safe route across the street, and criteria 6 (loss of significant features of greater value). Curbing waiver is recommended based on criteria 4 (loss of significant site features of a greater public value,) and criteria 5 (runoff from the development site or within the street does not require curbing for stormwater management.)</i>
Site Lighting	Tech Standards Sec. XV. 5.4.A, Uniformity and 4.B, Illumination Levels.	<i>Waiver requested due to proposed dark areas on the site not meeting minimum illumination levels.</i>
Landscaping:	Tech Standards Sec. IV. 5.4.5 Tree Species and Size standards.)	<i>Waivers requested to allow a naturalized replanting program consistent with the site's Shoreland Zone context.</i> <i>Note: Other landscaping waivers are requested that staff has determined are not required by code.</i>
Flooding	Tech Standards Sec. V E, Flooding	<i>Waiver requested due to the capacity of the receiving body (the Fore River)</i>

Waiver	Code Reference	Comment
Soil Infiltration Testing	Tech Standards, Sec. V, Appendix D.4.(a)	<i>Based on known conditions on the site and controlled materials to be installed with construction.</i>
Bicycle Parking	Site Plan Standard 14-526 a (4) b.	<i>Based on an "industrial use located in an outlying area (waiver criteria)</i> <i>Note: Note staff recommends a partial waiver of this standard to half (4 spaces) of the zoning requirement</i>
Motorcycle and Scooter Parking	Site Plan Standard 14-526 a (4) c.	<i>Industrial yard layout will allow two wheeled parking throughout the site.</i> <i>Note: Staff recommends that based on the availability of parking generally on the site, that this waiver is not needed.</i>
Driveway width	Tech Standards, sec 1.7.1.4.	<i>Standard cites 36 feet maximum: 48 feet+/- requested. Waiver supported by the Consulting Transportation Engineer due to large truck and trailer turning movements.</i>

II. Project Data

Total Site Acreage: 22.5 acres
 Total Proposed Disturbed area: 318,950 sq ft
 Zone: Waterfront Port Development Zone
 Existing Uses: Mostly Vacant. Propane distribution and rail sidings
 Proposed Use: Boat repair, storage, sales
 Continued propane distribution

Predevelopment Impervious Area: 287,704 sq ft
 Post-development Impervious Area: 255,598 sq ft
 Percentage Impervious Area, total: 26%

Proposed Building Footprint: 720 sq ft Brokerage Building
 19,200 sq ft Storage and Repair tension fabric shed
22,417 sq ft Operations Building

Existing Total Building Floor Area: 0 sq ft
 Proposed Total Building Floor Area: 42,337 sq ft

Required Vehicle Parking: 42
 Proposed Vehicle Parking: As needed, see staff review page 5 and page 8
 Required Bicycle Parking: 8
 Proposed Bicycle Parking: 0 Spaces (waiver of City Ordinance requested)

III. Right, Title and Interest

The applicant has included a purchase and sale agreement documents for the subject parcels. The former gas plant parcels are subject to an option agreement for a 50 year lease to the applicant. Right title and interest documents are included in Attachment Q (with the schedules and exhibits omitted due to size.)

IV. Site Description

The subject site is an aggregate of waterfront parcels located adjacent to the Casco Bay Bridge along the dredged channel of the Fore River. Totalling over 22 acres, the site contains active rail lines and has a long history of industrial, marine, and rail development. Along with the lone remaining rail siding, the only remaining active use of the site is a propane distribution facility located on 3.96 acres in the interior of the site. The propane facility is proposed to remain on a somewhat reduced lot.

The subject site is the combination of a former coal gasification plant site with portions of an historic rail yard. With the exception of the propane facility, the land is vacant and the rail yard portions of the site have recently re-vegetated with volunteer birch, poplar, oak and pine.

The gas plant use has left portions of the site contaminated with coal tars and the site is partially subject to a Maine DEP "VRAP" remediation agreement.

The Fore River shoreline is characterized by derelict piers and stone bulkheads. To the east, the former gas plant site has been stabilized by recent riprap installed as part of the VRAP. There are some areas of erosion located between the former gas and rail properties. This erosion is assumed to be problematic with potential coal tar contaminants entering the river. Redevelopment of the site provides an opportunity to stabilize this area of concern.

The site has +/-1500 feet of frontage along West Commercial Street. While the northerly side of West Commercial Street, along Nova Seafood, the Graybar building and the "Star Match" complex, have curb and sidewalk, none exist along the subject parcel. The

applicants are requesting a waiver of curb and sidewalk, as was granted to the adjacent IMT complex by the Planning Board in 2011.

The Beach Street entrance/exit from the Casco Bay Bridge intersects West Commercial Street across from the center of the site at the location an existing driveway for the propane facility. The Beach Street ramp intersection is currently being evaluated for a traffic signal and the City is seeking funds for such a project.

The applicant's submission includes a detailed description of the property in Attachment F of this report.

V. Proposed Development

The material provided is separated into long-term master plan and phase 1 plans for permitting.

Phase 1 includes two boat ramps, a "travel lift" mobile crane with an excavated basin (for launching and hauling boats), a 19,000 square foot maintenance building, a 22,000 square foot operations building, a 720 square foot yacht brokerage shed, and extensive dockage along the Fore River. Adjacent to the shoreline, the plans also call for the location of a floating dry dock with landside access and supporting infrastructure.

Master Plan documents are shown on Plan 4 and described on Attachment C.2. Phase 1 elements are shown on Plan 2 and described on Attachment F and I of the applicant's submission. Attachment I additionally shows images and renderings describing buildings and equipment proposed.

Rail Line Removal and New Rail Corridor Created:

The applicant is proposing to remove existing rail lines from portions of the site east of the propane distribution facility. The revised plans, while continuing to show demolition of the tracks, have included a new 25 foot wide corridor located near West Commercial Street. This corridor is proposed to be a location for future rail if such service is extended to the adjacent IMT facility. Staff has asked the applicant to explore whether there is any formal abandonment procedure needed to remove the tracks east of the gas yard. A condition of approval is suggested *that the applicant either provide evidence of rail abandonment or a legal opinion for the review and approval of Corporation Counsel that such abandonment is not required.*

Shared Access with MDOT:

The proposed development includes a new access drive located at the far easterly boundary of the site located near to an abutting roadway accessing a MDOT bridge building located near to the water. The development includes a shared access drive for both properties and a boundary line adjustment providing MDOT with an additional 60 foot wide strip of land lying between the subject property and the adjacent IMT. A

condition of approval is suggested *that the applicant provide evidence of an access easement over the shared MDOT drive entrance.*

VI. Staff Review:

The application and supporting documents have been reviewed by City staff from the Departments of Planning and Urban Development, Fire Safety, Public Services, Parking and the Corporation Counsel's Office. The plans have also been reviewed by consulting engineers for civil engineering and traffic.

Notes on Boatyard Uses, Generally:

Boatyards are dynamic industrial spaces that typically exhibit a great deal of flexibility depending on the number and type of vessels currently being served. The applicants are requesting a site plan design that facilitates this flexibility.

While most site plans depend on specific areas being identified and designed for specific uses (such as parking lots for vehicle parking,) boat yards tend to defy such prescriptions. Vessels may remain stationary for extended periods of time or may move daily. Likewise, the size of vessels may vary from 8 foot dinghies to 100+ foot yachts and schooners.

The design approach requested shows general areas for distinct activities, but does not show parking lots or even clearly defined routes for circulation. This approach presents challenges to a typical site plan review; specifically regarding parking, pedestrian circulation, emergency access, and snow storage. Given the unique use and the large size of the site, the City review staff and consulting engineers support the approach taken. On a smaller site, it would probably be prudent to identify the specific location of parking to ensure that adequate supply is provided. On the subject site, there is sufficient land area to accommodate the 42 required parking spaces and employees and visitors will park in and among the boats. Pedestrians, almost all of which will be employees, will walk in available areas depending on the location of vessels at that time. Casual visitors and service customers will access the brokerage area and the operations building located at the north of the site and near the primary entrance. In short, people will park and walk, and the operators will store snow in areas that are free of boats.

What is needed and as yet not shown on the submitted plans are the areas where vessels, vehicles, and stored snow will be excluded to ensure necessary and safe access for emergency vehicles. Staff suggests that these issues are best addressed in an emergency access plan that ensures that safety equipment is provided open locations and routes, as needed. The Safety Plan should include a wayfinding plan and signage schedule directing operators, employees, and visitors away from emergency access routes and toward appropriate areas.

a. Zoning Review: WPDZ, Shoreland, Flood Plain

i. Waterfront Port Development Zone

The site is zoned Waterfront Port Development, which is the most restrictive of the City's waterfront zones. Uses in the WPDZ are mostly restricted to marine industry with limited options for non-marine uses.

Use: The project is located in a WPD Zone. The proposed boat repair yard uses are permitted uses in this zone. The yacht brokerage and boat storage uses are both conditional uses.

No Adverse Impact on Marine Use: The WPDZ includes a provision for protecting access function of water dependent uses in the form of "Sec. 14-318.5. No adverse impact on marine uses." The No Adverse impact provision could be construed to apply to the boat sales and storage uses as these uses do not necessarily require direct water access (though water access may be a component of both through launching and hauling.) While applicability the provision of could be argued, no portion of the proposed development appears to create an adverse impact as described in the Sec. 14-318.5 and quoted below:

Sec. 14-318.5

- (a) The proposed nonwater-dependent use will displace an existing water-dependent use;*
- (b) The proposed use will reduce existing commercial vessel berthing space;*
- (b) The proposed nonwater-dependent use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing or other access to the water by water-dependent uses; or*
- (d) The siting of a proposed nonwater-dependent use will substantially reduce or inhibit existing public access to marine or tidal waters.*

Dimensional Requirements:

The proposed development meets all provisions of the WPDZ dimensional requirements. The height requirements allow for 45 foot buildings that also may be no more than 65 feet above sea level. The section drawing in Plan 11 of the applicant's submittals shows compliance with this restriction.

Parking:

42 parking spaces are required for this development. While a formalized parking area is not identified, as noted above, the expectation is that employees and clients using the site will find more than adequate parking to fill both the zoning requirements and functional needs of the site.

ii. Shoreland Zone:

At the time of the previous workshop on this project, the extent to which Shoreland Zone Tree Clearance restrictions apply to marine development in the shoreland portions of the site were subject to an on-going conversation with Maine DEP. City Code exempts industrial and waterfront zones from the tree clearance provisions, while Maine State statute requires more stringent preservation. The applicants have worked with the staff at MeDEP to resolve this issue as it relates to the redevelopment of a rail yard with significant environmental contamination issues. The resolution proposed and approved by MeDEP, with the agreement of the City Zoning Administrator and the City Arborist, is to combine tree removal as needed with replacement with native species. The landscape plan, Plan 13 shows the latest result of the tree preservation/replacement discussion, based on MeDEP's agreement. The MeDEP agreement letter is included in Attachment 2.1.

In addition to the tree clearance standards, the Planning Board is asked to find on the following standards. Staff recommends that based on the discussions provided in the site plan review section of this report that the Shoreland Zoning standards have been met.

The Planning Board or planning authority shall approve a site plan located within a shoreland zone if it finds that the following standards, in addition to the standards set forth in section 14-526, are met:

1. *The proposal will maintain safe and healthful conditions;*
2. *The proposal will not result in water pollution, erosion, or sedimentation to surface waters;*
3. *The proposal will adequately provide for the*

disposal of all wastewater;

4. *The proposal will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;*
5. *The proposal will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters;*
6. *The proposal will protect archaeological and historic resources;*
7. *The proposal will not adversely affect existing commercial fishing or maritime activities;*
8. *The proposal will avoid problems associated with flood plain development and use; and*
9. *The proposal is in conformance with the standards set forth in this section.*

iii. Flood Plain Management:

The subject parcel is partially located in a regulated Flood Plain. The FEMA, Flood Insurance Rate Maps show portions of the property within the flood zone A2 with a base

flood elevation of 10’.



Portland’s Flood Plain Management ordinance requires buildings within “A” flood zones have finished floors more than 2 feet above the base flood elevations. The proposed development is showing a minimum of elevation 13 for finished floors and is compliance with this provision

Any structure within the A2 area will need to comply with filling out floodplain applications and certificates of elevation as a requirement of Building Permitting. Based on the Site Plan review of the subject project, the following Flood Plan development standards have been met:

1. *All such proposals are consistent with the need to minimize flood damage.*
2. *All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damages.*
3. *Adequate drainage is provided so as to reduce exposure to flood hazards.*
4. *All proposals include base flood elevations, flood boundaries and, in a ravine flood plain, floodway*

data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.

5. *Any proposed development plan must include a condition of plan approval requiring that structures on lots in the development be constructed in accordance with section 14-450.8 of this division. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or planning authority as part of the approval process.*

A condition of approval addressing Standard 5 above is included in the suggested motions.

iv. Vehicle Loading, Division 21: NA

v. Signage:

Separate permits are required for any new signage prior to installation.

b. Conditional Use Review for Marine Retail and Boat Storage in the WPDZ

As noted above, the proposal is subject to a conditional use review for boat storage and marine product sales in the WPDZ. Conditional Uses in the WPDZ are subject to the following provisions:

Sec. 14-320. Conditional uses.

...such uses will not impede or preclude existing or potential water-dependent development on other lots, will allow for adequate right-of-way access to the water, are compatible with marine uses, and are physically adaptable or relocatable to make way for future development for water-dependent uses, and meet any additional standards set forth below:

Of the proposed development's three buildings, the marine operations building is the most permanent, but as it will primarily be dedicated to the permitted use of boat repair and maintenance, these provisions do not apply. (Note a small portion of the Operations Building shows a retail area, as is typically found as an accessory to boat repair uses. Boat storage may occur in the tension fabric building, and this structure is designed to be relocatable. The brokerage shed is only 720 square feet and is located approximately 500 feet from the water and does not appear to be in conflict with this standard.

All conditional uses are subject to the provisions of Section 14-474, Conditional Use:

Standards. Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the board determines that:

- a. There are unique or distinctive characteristics or effects associated with the proposed conditional use;*
- b. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area; and*
- c. Such impact differs substantially from the impact which would normally occur from such a use in that zone.*

Staff recommends that the proposal is in conformance with the above standards.

c. Site Plan Review.

The applicant has provided adequate information for the review under site plan for the three proposed buildings and associated site improvements.

Site Plan Standards Review, Sec. 14-526

The site plan standards language is summarized below in *italics*, with planning staff comment and analysis in regular font.

(a) Transportation Standards

Primary access to the site is provided through the easterly entrance drive located on the expanded MDOT parcel. As noted in the introduction to the Staff Review, the site plan is somewhat vague as to dedicated internal routing. Given the generously sized site and the variable use of the site, the development review staff supports the flexible proposal, subject to the emergency access suggestions described below.

Consulting Traffic Engineer, Tom Errico, provided the following review comments:

- I have reviewed the traffic analysis prepared by Gorrill-Palmer Consulting Engineers, Inc. and concur that the project will not significantly impact traffic conditions in the area.
- GPCEI has reviewed sight distance for the proposed driveway and has determined that adequate sight distance will be provided.

- The proposed driveway width exceeds City standards and therefore a waiver from the City's technical standards is required. I support a waiver given the type of vehicles entering and exiting the site.
- The site plan indicates that the proposed driveway will partially be located on abutting property. It appears an easement may be required.
- Documentation from MaineDOT should be provided noting that the provision of the share driveway configuration is acceptable.
- The applicant should conduct a sidewalk waiver analysis for the provision of a sidewalk along the property frontage on Commercial Street for consideration by the Planning Board. The City will be conducting a future planning study for West Commercial Street and that effort will identify transportation facility recommendations, including whether sidewalks are appropriate for both sides of the street. I would suggest that the following conditions of approval be considered:
 - If a sidewalk waiver is granted, no action is required by the applicant.
 - If criteria for a sidewalk waiver are not met, the applicant should make a monetary contribution equal to constructing a sidewalk along the property frontage. If the future planning study concludes that sidewalks on the south side of Commercial Street are not necessary, the contribution shall be returned to the applicant. If sidewalks are deemed appropriate, the funds shall be used to construct the subject sidewalk.
 - The City is currently in the process of seeking funds for the installation of a traffic signal at the Commercial Street/Beach Street intersection. Provision of a pedestrian crossing on Commercial Street between the Beach Street ramp and the project site was not included in the grant application. It is my recommendation that the applicant contribute \$5,000.00 towards the future installation of pedestrian signal equipment (e.g. pedestal posts, pedestrian signal heads, push buttons) and facilities (e.g. paint, signs, sidewalk ramps, etc.) that will allow for a safe crossing. This crossing is necessary regardless of the installation of a sidewalk on Commercial Street. I would add that during field investigations of the study area, installation of an uncontrolled crosswalk in the vicinity of the proposed Phase I driveway is not recommended given high vehicle speeds and volumes (without significant infrastructure treatment).

Individual Transportation Standards are addressed below.

1. *Impact on Surrounding Street Systems:*

The project is anticipated to generate 11-12 trips in the peak hour and is not anticipated to negatively impact traffic on West Commercial Street.

2. *Access and Circulation:*

a. *Site Access and Circulation.*

- (i) *The development shall provide safe and reasonable access and internal circulation for the entire site for all users of the site.*

Circulation

Pedestrians: As noted above, pedestrians are expected to safely

use the interior of the site provided reasonable caution is employed as would be anticipated in any industrial environment.

Pedestrian access to the street system is problematic given the high speeds and lack of sidewalks on West Commercial Street. These issues are given further consideration in the sidewalk waiver request discussion below.

Vehicles

As noted above, the site's circulation appears to meet applicable standards, subject to providing adequate definition for emergency vehicle access.

(ii) *Points of access and egress shall be located to avoid conflicts with existing turning movements and traffic flows.*

Access and egress to the site is located in the area with the best site lines and is supported by Mr. Errico's comments above.

(iii) *Drive up features*

NA

b. *Loading and Servicing.*

The entire site is designed to facilitate loading and servicing.

c. *Sidewalks.*

(i) *All proposed developments shall provide sidewalks along all frontages in accordance with Sections 14-498 and 14-499 of the City Code.*

The applicants are requesting a waiver of this sidewalk and granite curbing requirements for the entire site frontage. This waiver request is addressed above in Mr. Errico's comment as well as with the applicant's submittal in Attachment A.7. City Staff and the consulting engineers have held lengthy discussions on the sidewalk waiver request and ultimately recommend that the Board grant the waiver. Under most circumstances, leaving a site isolated from the city sidewalk network would be unsupportable; but in this instance several complicating conditions exist:

- There will be very limited pedestrian use generated by the development.
- If a sidewalk were constructed, such a segment would be isolated for the foreseeable future due to rail right of way in

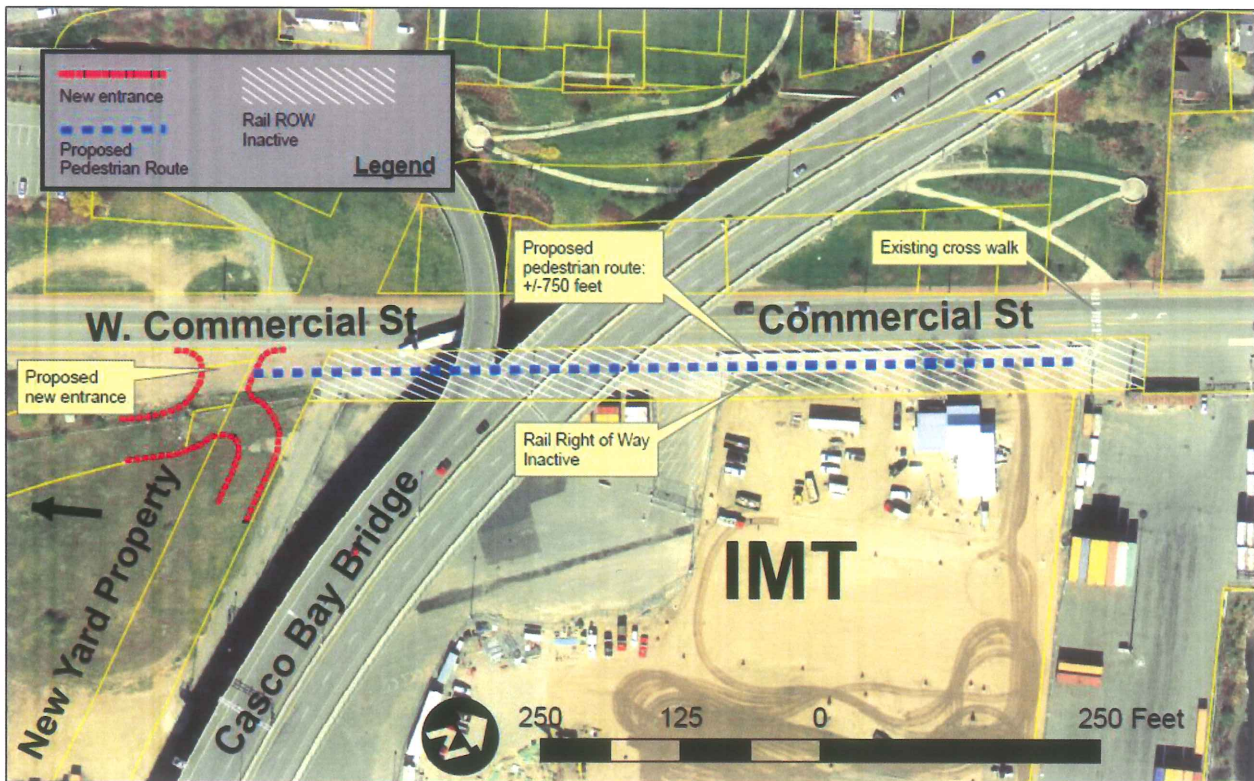
West Commercial Street under the Casco Bay Bridge, the recent waiver of sidewalk for the IMT to the east, and the lack of pedestrian destinations to the west.

Sidewalk construction on West Commercial Street is further complicated by the industrial context of the area and the need for heavy vehicle use of the soft shoulder. Working waterfronts require truck staging areas and with the gentrification of the Central Waterfront, West Commercial Street has become increasingly important as a truck staging area. Within recent years, trucks waiting to load and unload on the piers of the Central Waterfront traditionally staged in Commercial Street at the head of the piers. Increased congestion in the street and transition to other uses on the piers have combined to make in-street staging problematic (many of these trucks are bait trucks and the majority of the congestion occurs in the warmer months.) In response to changes in Commercial Street, West Commercial Street' southerly sideline has increasingly become the de facto truck staging area for many Central Waterfront marine businesses. At this time without a long-term plan for West Commercial Street, it is unclear if there is room for both sidewalk (which would need to be curbed) and truck staging and circulation.

There is a sidewalk on the north side of West Commercial Street and there are plans to extend a multi-use path along the entire length of the northerly right of way from Harborview Park to the Fore River Parkway. Given the industrial context of the site and the planned improvements to signalize the Beach Street intersection, both the DPS and Planning staff recommend waiving sidewalks for the site and asking the applicant to contribute toward pedestrian improvements at the planned traffic signal.

As an interim, the applicant proposes that pedestrians who choose to access the site by foot can use the inactive rail line that runs from the subject site, in front of the IMT, to a mid-block crosswalk located near the easterly end of the IMT boundary with Deake's Wharf. While not ideal, this would appear to be the only reasonably safe access to the existing sidewalk network – with or without a sidewalk on the subject site.

Staff has provided a map of the interim pedestrian route below.



The entire Portland Peninsula is located in a brick material district for sidewalk construction and granite curbing would be required as room for a planted esplanade is not available. Department of Public Services estimates that a new brick sidewalk would cost +/- \$135,000 and granite curbing could add +/- \$50,000 to \$60,000.

Based on the above discussion, staff recommends waiving both sidewalk and curbing. Sidewalk waiver criteria are provided below. Two criteria must be met to waive for each sidewalk and granite curbing.

Sidewalk Waiver Criteria

1. *There is no reasonable expectation for pedestrian usage coming from, going to and traversing the site.*
2. *There is no sidewalk in existence or expected within 1000 feet and the construction of sidewalks does not contribute to the development of a pedestrian oriented infrastructure.*

3. *A safe alternative-walking route is reasonably and safely available, for example, by way of a sidewalk on the other side of the street that is lightly traveled.*
4. *The reconstruction of the street is specifically identified and approved in the first or second year of the current Capital Improvement Program or has been funded through an earlier CIP or through other sources.*
5. *The street has been constructed or reconstructed without sidewalks within the last 24 months.*
6. *Strict adherence to the sidewalk requirement would result in the loss of significant site features related to landscaping or topography that are deemed to be of a greater public value.*

Criteria 3 is clearly met with the existing sidewalk located on the northerly side of West Commercial Street. Of the remaining criteria, staff supports use of Criteria 6. The open and curb-free sideline of West Commercial Street is suited to its industrial use and the introduction of curbed sidewalk could have significant and negative impact on marine uses on a range of working piers and wharfs located along Portland's waterfront. Criteria 2 could also be applied, if considered for only the south side of West Commercial Street.

Note on Future Phases: With the anticipated future study and evaluation of West Commercial Street, Staff's recommendation for waiver of Phase 1 sidewalk requirements should not be considered a determinative precedent for future phases of development. The applicant's master plan shows a significant marine retail facility and increased employment on the site overall. Furthermore, the future West Commercial Street is intended to provide the policy and design direction for the street and should inform future infrastructure decision making. Any future phase of development should conduct an independent analysis of the needs for and current policies for pedestrian accommodations at the time of application.

Curbing Waiver Criteria

1. *The cost to construct the curbing, including any applicable street opening fees, is in excess of 5% of the overall project cost.*

2. *The reconstruction of the street is specifically identified and approved in the first or second year of the current Capital Improvement Program or has been funded through an earlier CIP or through other sources.*
3. *The street has been rehabilitated without curbing in the last 60 months.*
4. *Strict adherence to the curb requirement would result in the loss of significant site features related to landscaping or topography that are deemed to be of a greater public value.*
5. *Runoff from the development site or within the street does not require curbing for stormwater management.*

Staff recommends waiving the requirement for granite curbing based on criteria 3, as per the sidewalk discussion above; and criteria 5, as recommended by the Department of Public Services.

(iii) Continuous internal walkways shall be provided between existing or planned public sidewalks adjacent to the site, transit stops and street crossings and primary building entrances on the site.

See the sidewalk waiver discussion, above.

3. *Public Transit Access:*
See 2.iii, above.

4. *Parking:*

- a. *Location and Required Number of Vehicle Parking Spaces:*

- (i) *Off-street parking*

As noted above, adequate parking meeting the zoning requirement is anticipated to be provided in open areas of the site not used for boat storage or service. Parking location restrictions should be included in an emergency access plan. See below.

Parking Supply and Demand:

- (ii) *Where a parking study is required, the City encourages Transportation Demand Management (TDM) strategies to*

be employed.

NA

- (iii) *Developments proposing to exceed minimum parking requirements by 10% or more must demonstrate through a parking analysis that the amount of parking is appropriate for the proposed use of the site.*

NA

- (iv) *Parking spaces and aisles shall meet applicable dimensional standards as detailed in Section 1 of the Technical Manual.*

The parking dimensional standards applicable to the proposed program.

- (v) *Parking lots, except for temporary lots to be used for less than one year, shall be constructed of a permanent and durable hard surface that is not subject to ponding or erosion.*

The compacted crushed stone surface is designed to meet the above standard.

b. Location and Required Number of Bicycle Parking Spaces:

A waiver is requested for bicycle parking. As with vehicle parking, it is anticipated that any bicyclists accessing the site will have ample opportunity to find informal parking within the industrial structures or in the boatyard. Staff recommends a partial waiver, with a requirement for 2 bike hitch posts or loops with capacity for 4 bikes (half the zoning requirement.)

c. Motorcycle and Scooter Parking.

A waiver is requested for motorcycle and parking. As with the vehicle parking discussion above, staff does not believe that a waiver is needed.

d. Snow Storage.

Given the size of the site and the low level of exterior activity during the winter months, snow storage is not anticipated to be a problem on or off site. The applicant will be subject to MeDEP regulations if they intend to deposit snow in the Fore River and no

snow storage will be allowed on emergency access routes.

5. *Transportation Demand Management (TDM): NA*

(b) *Environmental Quality Standards*

1. *Preservation of Significant Natural Features:*

a. *Significant natural features by incorporating them into site design. Significant natural features shall be defined as:*

(i) *Populations of trees and plants listed on the Official List of Endangered and Threatened Plants in Maine, published by the Maine Natural Areas Program. NA*

(ii) *Habitat for species appearing on the official state of federal list of endangered or threatened animal species; NA*

(iii) *High and moderate value waterfowl and wading bird habitat including nesting and feeding areas, as defined by the Department of Inland Fisheries and Wildlife; NA*

(iv) *Aquifers NA*

(v) *Waterbodies See Stormwater Management*

2. *Landscaping and Landscape Preservation:*

The proposed landscape plan is included in Plan 13.

a. *Landscape Preservation*

The applicant has determined, with the agreement of the Zoning Administrator, that the project has met the requirements for tree preservation in the Shore Land Zone. See the MeDEP letter in Attachment 2.1.

b. *Site Landscaping.*

Where zoning set backs are not required for development in the WPDZ, the landscaping requirements for buffer areas do not apply. The plan shows naturalized clumps of native vegetation concentrated around areas where trees and shrubs are to be retained. The West Commercial Street sideline, the easterly boundary with MDOT and the south east shoreline receive the majority of treatment with broad areas of the site interior left

open as one would anticipate with a boatyard use. There is a screened dumpster located on the northerly side of the primary buildings separated from West Commercial Street by +/-200 feet. With the street-side plantings and the anticipated boats in the yard, it is unlikely that the dumpster will have any visual impact from West Commercial Street.

Street Trees: The Technical Standards require street trees along all street frontages with a spacing of 30-45 feet on center. With +/-1500 feet of frontage and assuming a 45 foot spacing, the project requires 33 street trees. The proposal shows planting and/or preservation of 21 tree located along West Commercial Street east of the propane yard entry and two large clumps of preserved trees located west of the propane yard entry. The City Arborist recommends approval of the plan as designed and the number of trees appears to meet the Technical Standard.

A waiver from the Technical Standards for tree species and size is requested to achieve the naturalized design proposed. The City Arborist supports the proposed design.

3. *Water Quality, Stormwater Management and Erosion Control:*

The subject parcels are relatively flat and grade generally south from West Commercial Street to the Fore River. The grade and soils appear to allow sufficient infiltration to avoid ponding and the site does not show evidence of channelized flow nor impacts to off-site properties. In the existing condition, there is no subsurface stormwater collection, but the site is crossed by a 24 inch municipal combined sewer overflow pipe that outlets into the river +/- 500 feet westerly from the Casco Bay Bridge.

The Stormwater and Erosion Control sections of the applicant's submission (Attachments J and O) describe the applicant's approach to managing stormwater and protecting the Fore River from pollutants and sedimentation. Board members should note that the industrial history of the site (with its coal tar contamination) and the proposed boat yard use both require an individualized approach for stormwater management.

The site's soils contamination, which is and will continue to be subject to MeDEP oversight through the VRAP program, requires containment and stabilization of the site, especially at the shoreline. While the former gasworks portions of the site have been previously stabilized, access to the former rail yard parcels has been limited and the subject project will be the first opportunity to correct an on-going problem with erosion on at the boundary between the abutting parcels. This project's proposal to aggregate abutting properties and provide a unified erosion control plan will address a long-standing contamination concern for the Fore River and Portland Harbor. VRAP constraints additionally may limit the extent and location of some excavation and use of otherwise predictable stormwater management practices. While the applicant's proposal, as may be

modified by review comments described below, appears to be a prudent and functional means to meet Site Plan and Site Location of Development standards, all surface, subsurface, and shoreline improvements to the site will require review and approval by the MeDEP and the VRAP program. Modifications to the proposed design may be necessary to meet DEP requirements. Likewise, wetlands alteration permits by the Army Corps of Engineers and the MeDEP may also lead to alterations of the proposed design. A condition of approval is suggested *that any modifications to City approved plans to meet outside agency requirements must be identified and submitted to the Planning Authority for final review prior to issuance of a building permit.*

The site's location along the Fore River obviates the need for stormwater volume controls, as the receiving body will not be negatively impacted by increased water volume or rate of discharge. The applicants have requested a waiver of the Technical Standards for Stormwater Flooding, as is typical for coastal shoreline projects. The stormwater quality standards, therefore, are the primary design concern.

The boat yard use additionally presents unique challenges to site design. Crushed stone, underlain by a compacted gravel layer, is the applicant's preferred surface treatment for the re-graded portions of the site - approximately 6 acres (total impervious area minus the building footprints.) Crushed stone is proposed as an affordable, durable surface that will additionally provide for a reasonable degree of stormwater storage and infiltration resulting in quality treatment. The applicants additionally propose infiltration swales along the easterly property boundary and along the easterly portions of the shoreline. Staff and consulting engineers agree that this approach has merit and is generally supportive. As noted below, consulting engineer, Dave Senus, PE, has concerns that over time the retention and infiltration capacity of the crushed stone will diminish and that additional use of the infiltration swales, particularly along the shoreline, is merited to meet stormwater treatment standards over time as the crushed stone is compacted and displaced by use of the site. As of the writing of this report, Mr. Senus provided a revised review memo that addresses these issues and the suggested motions include a condition of approval stating *that prior to issuance of a building permit, the applicant provides for review and approval a revised grading and drainage plan and supporting material consistent with consulting stormwater engineer, Dave Senus' review memo dated December 14, 2012, included as Attachment 4 of Planning Report #53-12.*

Note: As noted above, the site is crossed by a 24 inch combined sewer overflow pipe outletting into the Fore River. The City Department of Public Services is requesting a drainage and maintenance easement to allow servicing of this public facility. The applicants have shown such an

easement on their revised utilities plan, Plan 7, and a condition of approval for receipt of the easement is suggested in the motions.

(c) *Public Infrastructure and Community Safety Standards.*

1. *Consistency with City Master Plans:*

- a. The proposal appears consistent with applicable approved master plans. Note: The City is applying for funds to engage in a West Commercial Street planning process to determine the appropriate design to accommodate multiple modes of transport consistent with both landside mixed use and water-side marine development along the corridor.

2. *Public Safety and Fire Prevention:*

- (a) *Natural surveillance that promotes visibility of public spaces and areas.*

All of the principle open spaces on the development are visible with clear lines of site from multiple vantage points and/or buildings with windows.

- (b) *Access control that promotes authorized and/or appropriate access to the site.*

The site appears to sufficient access control through fencing, entry gates, and its location on the water.

- (c) *Territorial reinforcement that promotes a sense of ownership and responsibility through environmental design.*

The use and maintenance of the facility as designed should sufficiently reinforce the site's identity as an active boat yard.

- (d) *Provide adequate emergency vehicle access to the site in accordance with City standards for street widths and turning radii, as described in Section 1 of the Technical Manual.*

Captain Chris Pirone has indicated his approval of the project design as submitted for access of emergency vehicles from West Commercial Street, but additional definition is required for clear emergency routing. Additional discussion on this point is continued below.

- (e) *Be consistent with City public safety standards, Section 3 of the City of Portland Technical Manual, including but not limited to*

availability and adequacy of water supply and proximity of fire hydrants to structures.

The site is currently served by a fire hydrant on West Commercial Street and the utility plan, attached Plan 7, shows an additional hydrant proposed for the interior of the site. All of the buildings are proposed to be fitted with sprinkler systems and the Portland Water District has provided a letter indicating adequate capacity to serve the fire suppression needs of the proposal.

Fire Safety Officer, Captain Chris Pirone has requested that the applicant conduct a fire code analysis of the project and the applicant provided a memo from Fire Risk Management, Inc. as of the writing of this report. The memo reports the recommendations of a licensed fire safety engineer and Captain Pirone has agreed with the findings of the memo. In addition to the building's fire code issues, which will be addressed during the building permit review, the major site issues involve the location of hydrants, clear access routes for emergency vehicles, and treatment of the floating wharfs and marine operations areas. The applicant's fire safety memo is included as Attachment U of this Report. Captain Pirone recommends a condition of approval *that prior to a building permit, the applicant submit a revised site plan for review and approval in compliance with the December 12, 2012 fire code analysis memo from Fire Risk Management, Inc. The revised site plan will show emergency access routes to be kept clear of stored and trailered vessels, vehicle parking and snow storage.*

3. *Availability and Adequate Capacity of Public Utilities:*

The site is served by all public utilities and a letter of water capacity has been provided. A condition of approval is suggested *that prior to issuance of a building permit, that electrical, gas, and sewer capacity letters are provided to the Planning Authority.*

(d) *Site Design Standards*

1. *Massing, Ventilation and Wind Impact: NA*
2. *Shadows: NA*

3. *Snow and Ice Loading:* NA
4. *View corridors:* NA
5. *Historic Resources:*
 - a. *Developments affecting designated landmarks or within designated historic districts or historic landscape districts:* NA
 - c. *Preservation and/or Documentation of Archaeological Resources.*

Where the site was the origination/termination of the Cumberland and Oxford Canal, the subject property has significant historic interest; however, more recent grading and development has obliterated surficial evidence of the canal structure. Likewise, as noted in the Maine State Historic Preservation Commission letter, the site of the former Portland Glass Works is a significant resource, though its location appears to be sited westerly from the proposed phase one buildings. The proposed construction is not anticipated to disturb any evidence of the original canal structure or remains of either of these resources. The Site Plan standards additionally list historic rail beds as a specific resource for preservation and/or documentation. Given the fact that the rail and gasworks uses of the site resulted in a dense web of rail beds constructed and modified over 150 years, this standard is both applicable and nearly impossible to fully address. Numerous period maps and images of the site exist, which show the evolving network of rail sidings on and around the site, serve to document the rail history of the subject property and should serve to address this standard. Planning staff will provided at least one 1882 example to the Planning Board as an example.

6. *Exterior Lighting:*

The applicant's lighting plan is provided as Plan 14 with the fixture specifications provided as Attachment M. A waiver of the illumination levels and uniformity standards is requested as Plan 14 shows areas of the site that are not lighted to the minimum requirement. With these darker areas, the uniformity standard cannot be met while still keeping adequate light levels around the buildings and the marine operations areas.

The light fixtures requested are all compliant full cut off fixtures that are either building mounted or installed on 30 foot tall poles (the standard maximum height.) Lighting levels shown in the areas intended to be lit are all compliant with the site lighting standards of the Technical Manual and Staff supports the waiver request for illumination levels and uniformity.

7. *Noise and Vibration:*

Mechanical equipment will be reviewed with building permits. Based on the current Portland Yacht Services activities, exterior noise levels are anticipated to be within zoning requirements for sound levels.

8. *Signage and Wayfinding:*

Signage plans have not been provided, but will be reviewed and approved with the building permit applications for the site. No signage may be installed without such approval.

9. *Zoning Related Design Standards NA*

VIII. Staff Recommendation:

The applicants have demonstrated adherence to the applicable standards and Planning Staff recommends that the Planning Board approve the New Yard at Canal Landing, subject to the conditions provided below in the suggested motions.

IX. Recommended Motions:

a. 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 for application # 2012-575 relevant to the Portland's Land Use Code and Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing:

1. The Planning Board finds that two or more criteria for sidewalk waiver, as provided under Sec.14 –506 (b), **(are/are not)** met, namely that: A safe alternative-walking route is reasonably available by way of a sidewalk on the other side of the street, and construction of the sidewalk will result in loss of significant features of greater value (truck circulation); and therefore **(waives/does not waive)** the requirement for sidewalks along the southerly sideline of West Commercial Street.
2. The Planning Board finds that two or more criteria for granite curbing waiver, as provided under Sec.14 –506 (b), **(are/are not)** met, namely that: construction of the curbing will result in loss of significant features of greater value (truck circulation); and that curbing is not necessary for stormwater management; and therefore **(waives/does not waive)** the requirement for granite curbing along the southerly sideline of West Commercial Street.
3. The Planning Board **(waives/does not waive)** the Technical Standard for flooding as provided Technical Manual III. 4. E.(2) Waiver of the flooding standard due to direct

discharge into the ocean, a great pond, or major river segment.

4. The Planning Board (**waives/does not waive**) the Technical Standard for Landscaping, Sec. IV. 5.4.5, for tree species and size to allow a naturalized replanting program consistent with the site's Shoreland Zone context.
5. The Planning Board (**waives/does not waive**) the Technical Standard for site lighting Sec. XII. 2., illumination levels and uniformity levels.
6. The Planning Board (**waives/does not waive**) the Technical Standard for Soil Infiltration Testing, Sec. V, Appendix D.4.(a) based on known conditions on the site and controlled materials to be installed with construction.
7. The Planning Board (**waives/does not waive**) the requirement for Bicycle Parking, Site Plan Standard 14-526 a (4) b., based on an industrial use located in an outlying area.

Staff recommends a partial waiver requiring half (4) of the required 8 bicycle parking spaces.

8. The Planning Board (**waives/does not waive**) the Technical Standard for driveway width, Sec I.7.1.4. , 36 foot maximum width. 48 feet is requested due to large truck and trailer turning movements.

b. Conditional Use in the Waterfront Port Development Zone:

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for application # **2012-575** relevant to the Conditional Use Standards of the Waterfront Port Development Zone for *marine product sales and boat storage*, and Section 14-474 of Land Use Code and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan (**is/is not**) in conformance with conditional use standards of the land use code.

c. Site Plan:

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for application # **2012-575** relevant to the Site Plan Ordinance, standards for Site Location of Development, Shoreland Zone, Flood Plain Management, and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan (**is/is not**) in conformance with applicable standards of the land use code, subject to the following conditions of approval:

Conditions of Approval

- i. MDOT Shared Entrance: that prior to issuance of a building permit, the applicant provides for review and approval an easement from MDOT to New Yard for construction and use of a shared entry way.
- ii. Beach Street Intersection Contributions: that prior to issuance of a building permit, the applicant contributes \$5000 for Beach Street intersection improvements, including but not limited to pedestrian crossing and signalization.
- iii. Combined Sewer Overflow Easement: that prior to issuance of a building permit, the applicant provides a 30 foot wide easement to the City for the combined sewer overflow line crossing the property from West Commercial Street to the Fore River as shown on the Deluca Hoffaman Site Development Plan, C-2.1, revision 4, dated 12-5-12.
- iv. Other Agency Reviews: that any modifications to City approved plans to meet outside agency requirements must be identified and submitted to the Planning Authority for final review prior to issuance of a building permit. Outside agency permits include, NRPA wetland alternation permits, Maine DEP VRAP approvals, and Portland Harbor Commission approvals.
- v. Rail Demolition: that prior to demolition of existing rail infrastructure, the applicant either provides evidence of rail abandonment or a legal opinion for the review and approval of Corporation Counsel that such abandonment is not required.
- vi. Flood Plain Management: that prior to issuance of a building permit, the final site plan is revised to include a note requiring that structures on lots in the development be constructed in accordance with Portland City Code, section 14-450.8, Flood Plain Management.
- vii. Stormwater Management: that prior to issuance of a building permit, the applicant provides for review and approval a revised grading and drainage plan and supporting material consistent with consulting stormwater engineer, Dave Senus' review memo dated December 14, 2012, included as Attachment 4 of Planning Report #53-12.
- viii. Fire Safety and Emergency Access: that prior to issuance of a building permit, the applicant submit a revised site plan for review and approval in compliance with the December 12, 2012 fire code analysis memo from Fire Risk Management, Inc. (Attachment U of Planning Report #53-12) The revised site plan will show emergency access routes to be kept clear of stored and trailered vessels, vehicle parking and snow storage.
- ix. Utility Capacity: that prior to issuance of a building permit, that electrical, gas, and sewer capacity letters are provided to the Planning Authority.

Attachments

1. Public Comment
2. DEP Correspondence
3. 1882 City Atlas Excerpts, Rail Alignments
4. Consulting Stormwater Engineer, Dave Senus' review memo dated December 14, 2012

Applicant's Submission Packet

- A. Response to City review comments, Dec. 6, 2012
- B. Cover Letter and Application (B1- Site Plan, B2-Conditional Use)
- C. Neighborhood Meeting Material
- D. MeDEP Check List
- E. Table of Contents (applicant's submittal)
- F. Proposed Development Description
- G. Site Photos
- H. Context Maps
- I. Building Renderings and Images
- J. Stormwater Material
- K. Utility Capacity Letters
- L. Traffic Analysis
- M. Lighting Fixtures
- N. Solid Waste
- O. Erosion Control
- P. Technical Capacity
- Q. Right, Title and Interest (Schedules and exhibits omitted due to size, available upon request)
- R. Financial Capacity
- S. Site Plan Standards Review Narrative
- T. State Agency Contact
- U. Fire Safety Report Memo, Fire Risk Management, Inc., December 12, 2012

Plans

- | | |
|---------|---|
| Plan 1 | Cover Page, Notes, and Legend |
| Plan 2 | Survey and Existing Conditions |
| Plan 3 | Demolition |
| Plan 4 | Conceptual Master Plan, Long-term Build Out |
| Plan 5 | Site Plan, Phase 1 (current permitting) |
| Plan 6 | Grading and Drainage, Phase 1 |
| Plan 7 | Utilities |
| Plan 8 | Erosion and Sedimentation Control |
| Plan 9 | Details |
| Plan 10 | Stormwater Strategy Section |
| Plan 11 | Building Height Section |
| Plan 12 | Building Sections and Floor Plans |
| Plan 13 | Landscaping |

Plan 14 Lighting Photometrics

Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256

ATT 1.1

bab@portlandmaine.gov>>> Lary Shaffer <shaffer@midmaine.com> Saturday, September 01, 2012 8:42 AM >>>

Dear Ms. Barhydt,

I am a resident of Scarborough and I have great interest in seeing Portland and Greater Portland developed in ways that protect the environment while providing opportunities for all residents. I was delighted to read in the Press Herald of the plans by Mr. Sprague to extend and increase his boat yard activities. If I understand the description of the land correctly, it is the former Portland Terminal Company rail yard area beyond the Casco Bay Bridge from the business center of Commercial Street. This seems to be a fine example of location-specific job creation and I hope that this development is able to proceed.

I am writing to ask if it is possible for at least one railroad right-of-way to remain across that land to the adjacent container terminal. I do not think that it would be a busy rail corridor. However, it seems to me to be very shortsighted to permanently block the railroad access to the container terminal. On a recent trip in southern states, I saw container trains that were probably a hundred cars long. As I understand it, containers on railroads offer great flexibility in shipping because the cars do not have to be cut out of trains and left. The containers can be picked off trains by cranes and various other means and, if necessary, delivered locally by trucks. This saves a considerable amount of railroad time and makes shipping by rail competitive. I do not know why Pan Am does not already work with the container terminal.

It is completely possible that a rail spur through the property would also benefit the boatyard operations by permitting large items to arrive there by rail. I would be very surprised if that had not already been considered by Mr Sprague.

The establishment of a permanent rail right-of way across that land my not be within the responsibilities of the planning board. I do hope, however, that in the interest of future prosperity and wise use of natural resources it will be considered by whomsoever is in charge of deciding these matters.

Yours sincerely,

Lary Shaffer

Lary Shaffer
Scarborough Marsh Fine Furniture
Scarborough Maine

Att. 1.3

We are submitting the following points for consideration: divert some land from the new development to soften the present angle in the road (this will serve to make the road less "blind"); install a traffic light at the intersection of Beach Street and Commercial Street; and install a turn lane to access the bridge and the Nova Seafood building, along with a flashing yellow light to alert traffic of the coming light.

We would also like to mention that neither the City nor the MDOT should assume that the Nova Seafood property and the attached lot at 531-547 Commercial Street will remain in its current form forever. A future development of 531-555 Commercial Street would only exacerbate the current traffic issues.

One last suggestion is that it is our hope that the Planning Board does not allow concrete "Jersey" barriers, or something similar in appearance, as a boundary line for the new development. Trees or other shrubbery would be a much more attractive gateway to the city/Old Port area of Portland.

I respectfully request that the Planning Board keep us updated as this development progresses.

Sincerely,



Angelo Ciocca
President/Owner
Nova Seafood, Ltd.
Bridgeport Associated

cc: Steve Bushey
DeLuca-Hoffman Associates
778 Main Street Unit #8
South Portland, ME 04106

Att. 2.1



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

December 10, 2012

Mr. Stephen B. Mohr
Mohr & Seredin Landscape Architects
18 Pleasant Street
Portland, Maine 04101

Dear Mr. Mohr:

Thank you for submitting the plans concerning vegetation removal and replanting on behalf of Canal Landing, LLC, to the Maine Department of Environmental Protection (Department) for review. The property on West Commercial Street is the prospective site of the relocated Portland Yacht Services. The use associated with this business is considered to be at least partially functionally water dependent, thus requiring development directly adjacent to and/or over the resource.

The City of Portland has zoned this area as a Waterfront Port Development Zone (WPD Zone). This zoning district, due to its location and historic development, contains less stringent development standards than normally required by the Mandatory Shoreland Zoning Act (Act) and the Chapter 1000: Guidelines for Municipal Shoreland Zoning Ordinances. The Act allows the Department to approve less stringent ordinances when special local conditions warrant such a deviation. In addition, the Act through both its purpose and various sections supports allowances for commercial fisheries/maritime uses in the shoreland zone. However, both the City of Portland's Zoning Ordinance and State statute, 38 MRSA § 439-A(6), contain provisions concerning vegetation removal that must be followed. The construction of this section of the Act does not allow the department to approve municipal ordinances that contain clearing standards that are less stringent than this statutory section. This is reflected in Department Order 56-2011, which conditionally approved the City of Portland's ordinance amendment for the WPD Zone to include the statutory requirements.

The proposed plans for the relocation of the Portland Yacht Services, requires a great deal of vegetation removal, not only for the siting of structures, parking and access, but also for the potential need for site remediation of contamination from past uses. This clearing would exceed the provision found at 38 MRSA § 439-A(6)(C), which states that "selective cutting of no more than 40% of the trees 4.5 inches or more in diameter, measured at 4 1/2 feet above ground level, is allowed in any 10-year period . . ."

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143

Letter to Mohr
(12/10/12)
Page 2 of 3

The plan and accompanying letter submitted to the Department includes calculations concerning the number of existing trees over four and one half (4.5) inches in diameter, the number of those trees to be removed, and the number of trees that will be replanted. Currently, the site contains 152 trees over 4.5 inches in diameter, measured at four and one half (4 ½) feet above ground, within the 250 foot shoreland zone.¹ The proposal aims to remove 137 trees, 4.5 inches or more in diameter. Under the 40% provision, 61 trees would be allowed to be removed. This would mean 91 trees would need to be retained. The plan calls for 15 of the trees 4.5 inches or more in diameter to be retained, and the landowner proposes to plant 78 additional trees which would result in a net removal of approximately 39 percent of the trees in the shoreland zone. Along with the tree planting, the landscaping plan also proposes to plant additional vegetation.

Department review of this proposal and accompanying plan finds it to be consistent with the general purposes of the Act. Sufficient vegetation will both be retained and replanted, the use of this property for maritime purposes is strongly supported by the Act, and remediation of contaminated areas will improve the site overall.

When working with municipalities on replanting plans, the Department generally advises that native vegetation be planted, and under certain circumstances is mandated by law and rule. The plan provided to the Department calls for a significant number of Eastern Cottonwood trees (*Populus deltoids*) to be replanted. Eastern Cottonwood, while not native, has become quite naturalized in Maine. Due to their rather fast growing rate they are good trees for providing windbreaking properties, they grow well along rivers, and are good trees for providing shading. Through the municipal permitting process, the City of Portland may require the planting of native vegetation, but the Department would not find issue with allowing the planting of these trees in this particular instance.

In any replanting effort, especially of this magnitude, the Department generally recommends that an applicant provide for a three year maintenance plan, which seeks to retain an at least 80 percent survival rate. Again, during the local permitting process this may be something the City of Portland will require as a condition of the permit, but is not mandated by the Department.

The Department will forward this letter to the City of Portland to notify them that the plan presented to the Department would be acceptable to meet the purpose and intent of the Act. If you have any questions about this opinion please feel free to contact me at (207) 557-0353 or via email at deirdre.schneider@maine.gov; or Michael Morse at (207) 822-6328 or at michael.j.morse@maine.gov.

¹ Please note that the letter submitted to the Department stated that there were 152 trees four inches or more in diameter as measured at 4 ½ feet above ground. A subsequent email from Mr. Mohr to the Department, dated November 29, 2012, clarified that this was in fact a typographical error, and the 152 trees represented those trees that measured 4.5 inches or more in diameter.

AH.23

Letter to Mohr
(12/10/12)
Page 3 of 3

Sincerely,



Deirdre Schneider

cc: Mr. Phineas Sprague, Canal Landing, LLC
Mr. Bill Needleman, Senior Planner, City of Portland
Mr. Michael Morse, DEP, Southern Maine Regional Office



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Att. 2.4

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

November 16, 2012

William Needelman, Senior Planner
Planning Office, City Hall
389 Congress St.
Portland, ME 04101

RE: Canal Landing
DEP #L-25823-26-B-D

Dear Bill:

This letter is to inform you that the Department of Environmental Protection has received the Notification of Application Acceptance concerning the application of New Yard, LLC to develop Canal Landing, a boat yard on the Fore River. The Department is satisfied that the notice provisions of 38 M.R.S.A. Section 489-A Subsection 8 for Municipal Review of Development have been satisfied by the City of Portland and the applicant. Based upon its review of the notice and application, the Department will not be exercising jurisdiction over this application pursuant to 38 M.R.S.A. Section 489-A Subsection 9. However, this determination of non-jurisdiction does not apply to any Natural Resources Protection Act (NRPA) issues that may relate to the proposed project

If the application is amended prior to the municipality taking final action, another Notification of Application Acceptance may be required. Please contact me should this occur. The municipality is also required to submit one copy of the record of review and basis of decision within 40 working days of the final action by the reviewing authority.

If you have any questions concerning this, please call me at 592-1692.

Sincerely,

Marybeth Richardson
Division of Land Resource Regulation
Bureau of Land and Water Quality

C: File

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

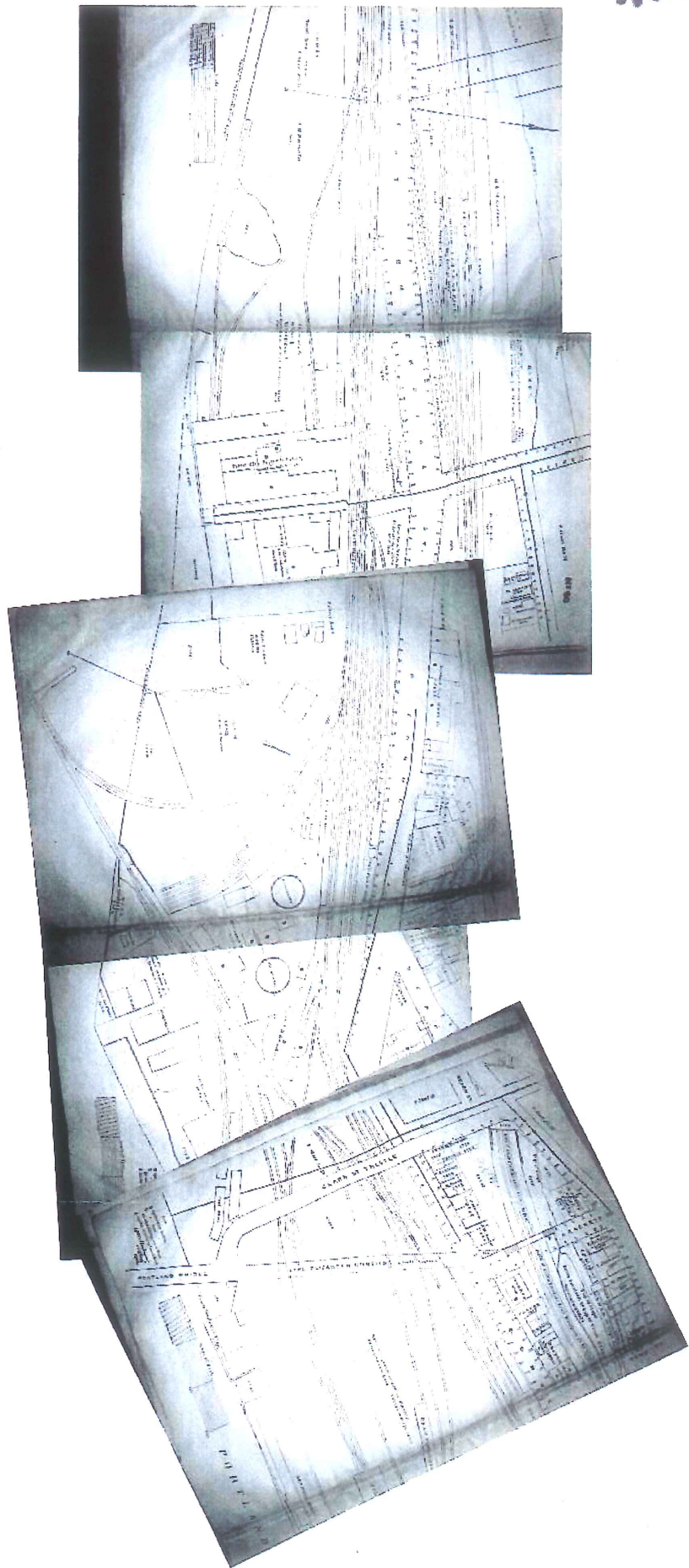
BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143

Att. 3

Rail Alignments from 1882 City Atlas: Photo Montage
Not to scale



Att. 4

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

MEMORANDUM



TO: Bill Needelman, Planner
FROM: David Senus, P.E. & Ashley Auger, E.I.T.
DATE: December 14, 2012
RE: 40 West Commercial Street, Final Level III Site Plan Application

Woodard & Curran has reviewed the Response to Comments on the Final Level III Site Plan Application for Phase I of the Canal Landing Development at 40 West Commercial Street in Portland, Maine. The project proposes to construct a boat repair and maintenance yard along with related marine uses over the course of multiple phases. Phase I will include construction of a tension fabric building and associated utilities, concrete boat ramps along the shorefront, establishment of yard areas, and marine improvements.

Documents Provided By Applicant

- Response to Comments Letter and attachments dated December 6, 2012, prepared by DeLuca-Hoffman Associates, Inc., on behalf of New Yard, LLC.
- Engineering Plans, Sheets C-2.1, C-3.1, C-4.1, C-6.1, C-8.1, C-9.0, & L-1.0, revised December 5, 2012, prepared by DeLuca-Hoffman Associates, Inc., on behalf of New Yard, LLC.

Comments

- 1) The Applicant is proposing a manmade pervious surface ("Boatyard Surface") for much of the improved area of the site to meet the General Standard. The "Boatyard Surface" has been altered from the previous submittal to increase the depth of the crushed stone surface layer and the Type D gravel layer. In addition, the "Boatyard Surface" Section detail on Sheet C-8.1 has been updated to show geo-grid below the Type D gravel layer (between the Type D gravel and the existing subgrade). A similar product was previously noted directly below the crushed stone, between the stone and the underlying gravel (refer to C-8.1 drawing dated 10/31). Placing a separation grid or netting product between the stone and gravel would limit the migration of stone into the gravel section, and avoid loss of the stone "reservoir" layer over time. Please clarify whether a grid or netting product can be utilized between the stone layer and the gravel layer, as previously depicted.
- 2) The Grading & Drainage Plan depicts "Stormwater Management Areas" along the east and south of the improved "Boatyard Surface" area. These areas are intended to collect and manage stormwater during larger storm events. We recommend adding additional "Stormwater Management Areas" to the west, south of the driveway access the Travel Lift Basin and Boat Ramp (between the "Boatyard Surface" and the seawall); so long as this is acceptable to the MaineDEP in consideration for the site's VRAP.
- 3) The Applicant has indicated that the "Stormwater Management Areas" noted on C3.1 are intended to be grassed swales, as detailed on Sheet C6.3. The plans should reference this detail for clarity.
- 4) Proper oversight during the construction of the stormwater systems will be essential to ensure that the correct materials and methods are utilized to construct these systems. The plans should include a note stating that the Owner shall retain the services of a professional engineer to oversee the construction of the stormwater management systems, including the "Boatyard Surface" and the "Stormwater Management Areas".
- 5) Inspection and maintenance of the "Boatyard Surface" will be a critical step to ensuring that the system functions as intended. The Applicant has referenced Chapter 32 of the City of Portland Code of Ordinances within the "Project Overview" section of the project's Inspection and Maintenance Manual. Section IV, "Program Administration", of the Inspection and Maintenance Manual should also include specific reference to the City's Inspection, Maintenance, and Reporting requirements outlined under Chapter 32.
- 6) The Inspection and Maintenance Manual should include a description of the prescribed operations for the wash-down collection areas.



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

August 13, 2013

Mr. William Needelman, AICP
Senior Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: Canal Landing New Yard – Phase 1
40 West Commercial Street
Applicant: New Yard, LLC
Condition Compliance Letter #2

Dear Mr. Needelman:

On behalf of New Yard, LLC, (New Yard) we are pleased to provide the accompanying Performance Guarantee information and seven copies of the approved plan set for the City's records. Per our February 15, 2013 Condition Compliance Letter #1 we previously addressed the Portland Planning Board's Conditions of Approval #4, 6 and 8. The applicant is now moving forward with a limited amount of site activities that will enable them to partially occupy the site. As you may know, New Yard completed the property closings with Unutil and Portland Terminal in late July. New Yard is now proposing to perform the following activities within the next 4 to 6 weeks with the intent of occupying the site on a limited basis. They do not foresee executing the full phase 1 development plan as approved at least until the spring/summer 2014. As you know the West Commercial street property is currently under consideration for expansion activities related to the International Marine Terminal (IMT). For this reason New Yard does not want to commence the Full phase 1 development program, since there are uncertainties as to what may ultimately occur within the easterly portions of the New Yard development site. However, New Yard is also interested in immediate limited site use. This will include limited out of water vessel placement, and boat repair activities. They propose to complete the following in the upcoming weeks:

- Grassing cutting and general site clean up;
- Select Brush and tree removal with observance of the tree save plan originally approved;
- Removal of a portion of the abandoned rail tracks east of the NGL driveway;
- Removal and resetting of a chain link fence along the Commercial Street frontage. The fence is intended to provide improved security around the site and will simply place a fence line closer to the street line along much of the site frontage from the NGL driveway, east to the existing shared driveway with the MDOT;
- Processing of salvaged concrete that will be crushed and reinforcement removed for general use as inert site fill. This quantity of material is generally less than 3,000 CY;

Mr. William Needelman
August 13, 2013
Page 2

- Placement of a small portable temporary construction trailer with power service;
- Pile removal and/or cutting at the mudline within most of the remnant pier limits across the site waterfront. The piles will likely be stockpiled on the site for future reuse, or disposed off if unsuitable for reuse;
- Ground stabilization and restoration to the existing shorefront granite revetment west of the Unitil frontage. Numerous granite blocks need to be reset along the top of the wall and ground area behind the wall that has been eroded due to ongoing water exposure will be repaired. The plan includes minor subgrade preparation behind the wall and the placement of geotextile material followed by the restoration of granular backfill to the top of wall grade;
- Installation of the westerly boat ramp and floats for vessel staging and extraction. This will include CIP or precast planks and slope stabilization in the vicinity of the ramp and pile reuse or replacement;
- Installation of a temporary tension fabric structure that can be relocated. New Yard's objective is to install the fabric building within the existing footprint of the existing concrete pad, located at the west side of the site. The concrete pad was formerly a clay storage site, thus it is hoped that the pad can be beneficially reused for these temporary conditions. New Yard does not desire to place the structure at the originally designed location until issues including Unitil's completion of VRAP clean up and the IMT expansion are more fully resolved.

In addition, the following will continue to occur:

- New Yard will continue to use the existing shared easterly entrance off Commercial Street for site access.
- Energy East/NGL will continue to operate the existing propane distribution facility and access drive opposite Beach Street;
- Pan Am will continue to use the tracks into the Energy East/NGL site;
- Unitil will continue remediation activities on their lands, including box waste removal and granular fill placement;

Work not currently contemplated until more definitive direction on the IMT expansion is determined includes:

- No significant earthmoving activities;
- No permanent underground utilities will be installed;
- No permanent buildings including the Operations and Maintenance building or Yacht Sales building will be constructed;
- The permanent boat yard surface will not be placed until at least the summer 2014;
- The travel lift basin will not be constructed;
- The easterly boat ramp will not be constructed.

On the basis of these initial phase activities, New Yard is seeking to post a performance guarantee reflective of a limited work scope, at least until such time that more definitive plans

Mr. William Needelman
August 13, 2013
Page 3

for the IMT expansion are developed. New Yard fully expects and agrees to post a more expansive performance guarantee for the work not currently contemplated, once the IMT expansion is more fully understood. The accompanying performance guarantee covers those items outlined above as the initial activities that New Yard is proposing to complete. We recognize the original conditions of approval include several items linked to the issuance of a building permit and it is New Yard's intent to satisfy these items in advance or part of any building permit submission. We also recognize that the original approved development plans did not contemplate this phased approach to the work. However, this is now crucial, as New Yard needs to initiate limited site use based on their business needs and operations. Pending your review of these materials, New Yard will be initiating one or more site meetings with involved utilities, contractors and City representatives to discuss work scheduling, timelines and other construction administration over the next few days. Currently, New Yard has commenced onsite activity this week and they expect to aggressively prepare the site for limited upcoming use this fall.

If you have any questions or require any additional information, please contact our office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen Bushey, P.E., C.P.E.S.C.
Senior Engineer

SRB/smk

Enclosures: Performance Guarantee forms
Seven complete plan sets

c: Phin Sprague, New Yard LLC
Bob Flight, New Yard LLC



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

December 10, 2012

Mr. Stephen B. Mohr
Mohr & Seredin Landscape Architects
18 Pleasant Street
Portland, Maine 04101

Dear Mr. Mohr:

Thank you for submitting the plans concerning vegetation removal and replanting on behalf of Canal Landing, LLC, to the Maine Department of Environmental Protection (Department) for review. The property on West Commercial Street is the prospective site of the relocated Portland Yacht Services. The use associated with this business is considered to be at least partially functionally water dependent, thus requiring development directly adjacent to and/or over the resource.

The City of Portland has zoned this area as a Waterfront Port Development Zone (WPD Zone). This zoning district, due to its location and historic development, contains less stringent development standards than normally required by the Mandatory Shoreland Zoning Act (Act) and the Chapter 1000: Guidelines for Municipal Shoreland Zoning Ordinances. The Act allows the Department to approve less stringent ordinances when special local conditions warrant such a deviation. In addition, the Act through both its purpose and various sections supports allowances for commercial fisheries/maritime uses in the shoreland zone. However, both the City of Portland's Zoning Ordinance and State statute, 38 MRSA § 439-A(6), contain provisions concerning vegetation removal that must be followed. The construction of this section of the Act does not allow the department to approve municipal ordinances that contain clearing standards that are less stringent than this statutory section. This is reflected in Department Order 56-2011, which conditionally approved the City of Portland's ordinance amendment for the WPD Zone to include the statutory requirements.

The proposed plans for the relocation of the Portland Yacht Services, requires a great deal of vegetation removal, not only for the siting of structures, parking and access, but also for the potential need for site remediation of contamination from past uses. This clearing would exceed the provision found at 38 MRSA § 439-A(6)(C), which states that "selective cutting of no more than 40% of the trees 4.5 inches or more in diameter, measured at 4 1/2 feet above ground level, is allowed in any 10-year period . . ."

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207)760-3143

The plan and accompanying letter submitted to the Department includes calculations concerning the number of existing trees over four and one half (4.5) inches in diameter, the number of those trees to be removed, and the number of trees that will be replanted. Currently, the site contains 152 trees over 4.5 inches in diameter, measured at four and one half (4 ½) feet above ground, within the 250 foot shoreland zone.¹ The proposal aims to remove 137 trees, 4.5 inches or more in diameter. Under the 40% provision, 61 trees would be allowed to be removed. This would mean 91 trees would need to be retained. The plan calls for 15 of the trees 4.5 inches or more in diameter to be retained, and the landowner proposes to plant 78 additional trees which would result in a net removal of approximately 39 percent of the trees in the shoreland zone. Along with the tree planting, the landscaping plan also proposes to plant additional vegetation.

Department review of this proposal and accompanying plan finds it to be consistent with the general purposes of the Act. Sufficient vegetation will both be retained and replanted, the use of this property for maritime purposes is strongly supported by the Act, and remediation of contaminated areas will improve the site overall.

When working with municipalities on replanting plans, the Department generally advises that native vegetation be planted, and under certain circumstances is mandated by law and rule. The plan provided to the Department calls for a significant number of Eastern Cottonwood trees (*Populus deltoids*) to be replanted. Eastern Cottonwood, while not native, has become quite naturalized in Maine. Due to their rather fast growing rate they are good trees for providing windbreaking properties, they grow well along rivers, and are good trees for providing shading. Through the municipal permitting process, the City of Portland may require the planting of native vegetation, but the Department would not find issue with allowing the planting of these trees in this particular instance.

In any replanting effort, especially of this magnitude, the Department generally recommends that an applicant provide for a three year maintenance plan, which seeks to retain an at least 80 percent survival rate. Again, during the local permitting process this may be something the City of Portland will require as a condition of the permit, but is not mandated by the Department.

The Department will forward this letter to the City of Portland to notify them that the plan presented to the Department would be acceptable to meet the purpose and intent of the Act. If you have any questions about this opinion please feel free to contact me at (207) 557-0353 or via email at deirdre.schneider@maine.gov; or Michael Morse at (207) 822-6328 or at michael.j.morse@maine.gov.

¹ Please note that the letter submitted to the Department stated that there were 152 trees four inches or more in diameter as measured at 4 ½ feet above ground. A subsequent email from Mr. Mohr to the Department, dated November 29, 2012, clarified that this was in fact a typographical error, and the 152 trees represented those trees that measured 4.5 inches or more in diameter.

Letter to Mohr
(12/10/12)
Page 3 of 3

Sincerely,

A handwritten signature in cursive script that reads "Deirdre Schneider". The signature is written in black ink and is positioned above the printed name.

Deirdre Schneider

cc: Mr. Phineas Sprague, Canal Landing, LLC
Mr. Bill Needleman, Senior Planner, City of Portland
Mr. Michael Morse, DEP, Southern Maine Regional Office



Wednesday, August 22, 2012

Commissioner Patricia W. Aho
Department of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

***Re: Development of a New Boatyard Facility at 40 West Commercial Street,
Portland, Maine***

Dear Commissioner Aho:

Thank you for your letter of August 7, 2012 regarding the development of our proposed new boatyard on the Portland waterfront in the Port Development Zone – one of the few areas left in all of Maine that is specifically zoned to permit the development of a water dependent use such as a boatyard.

Your letter advises that the Department does not have authority to approve vegetation clearing standards that are less stringent than what is found in the Shoreland Zoning Act (the “Act”) but that the Department is currently drafting language to amend the Act. We appreciate the Department’s initiative and would sincerely hope that the Legislature would pass the amendment. However, after extensive reflection and review, and consultation with our counsel, we think that there is a far easier way to resolve this problem, while observing the provisions of the Act as required.

By way of background, I have made my living in boat repairing for thirty years at our current facility on the Portland waterfront. Over the years I have been intensely involved with Portland zoning questions, particularly as they affected the Waterfront Port Development Zone (“WPDZ”). At the time that Zone was being created, we were well aware of the Act, and were aware that the Act specifically identified the protection of “...commercial fishing and maritime industries” as one of its principal objectives. (38 M.R.S.A. §435). I have always known that an industry such as mine is an “endangered species”, and was comforted by the fact that the State singled out maritime activities as worthy of the protection of the Act. There was no thought at the time that the Act would be subsequently interpreted to prevent the very activity which it was designed to protect.

The WPDZ in Portland is a limited zone aimed at promoting the development of that portion of the waterfront for functionally water dependent issues (roughly as those

are defined in 38 M.R.S.A. §436-A(6)). As you may know, the Portland Zone requires a zero setback for those uses permitted in the Zoning Ordinance. Our proposed boatyard falls squarely within the permitted uses of the WPDZ and requires no waivers from the City of any sort.

Now it appears that the Act, and particularly § 439-A(6) is being misconstrued to prevent the construction of that which both Shoreland Zoning and the Portland's WPDZ seek to promote and protect.

If one looks at the specific language of §439-A(6), the restrictions on cutting or removal of vegetation state that "there shall be no cleared opening or openings, **except for approved construction, ...**" (emphasis added). For the moment, I am assuming the Portland Planning Board will approve our proposed boatyard project, so I am enclosing for your review the most current version of the site plan which shows the anticipated development over the next few years. As you can see from Exhibit A enclosed herewith, the "construction" which must be approved includes virtually the entire site. The entire area must be cleared, graded, and brought to a condition where the surface can support very heavy vehicles, a large travel lift, and vessels of varying sizes, some weighing more than 100 tons. All other "construction" items are shown as well – two boat launching ramps, a large travel lift basin and facility, wharves, and various built structures to support the boatyard maintenance activities.

Section 436(12) of the Shoreland Zoning Act defines a structure, in relevant part, as "**anything built for the support. . . of goods or property of any kind**". Because the surface of a boatyard is "built", through stripping, grading, and filling to "support" the weight of such "goods" as boats and related equipment, such prepared boatyard surface meets the Zoning Act's definition of a "structure". This interpretation is consistent with the DEP's own interpretation of Section 436 (12), as it has defined similar surfaces to be structures within a shoreland zone, such as vehicular parking lots, airplane/helicopter landings pads, and pedestrian sidewalks. *See also* Section 482 (6) of Title 38 M.R.S.A. (Site Location of Development Act) ("A 'structure' means. . . parking lots, roads, paved areas, wharves or areas to be stripped or graded and not be to revegetated that cause a total project to occupy a ground area in excess of 3 acres. . ."). Thus, the entire project falls squarely within the definition of "structure" contained within the Act itself.

As you can see from the various explanatory notes on the Plan, varying treatments of the entire surface of the yard area will be required to accommodate the proposed activities. The boatyard of necessity must have direct access to the water since it has no other ability to haul and launch vessels otherwise. None of the area which will be stripped, graded and resurfaced will be revegetated – this entire area has long been an industrial site which has fallen into disuse and the vegetation which has grown up is largely scrub brush and scrub trees.

As a Maine native and small business owner for many years, I can understand many of the stated purposes of the Act. In our case, it seems to make no sense whatsoever to construe the Act to frustrate one of the specific purposes for which it was intended. Hence, I do believe that the phrase "except for approved construction" was included in §439-A(6) for the obvious reason of making sure that water dependent facilities such as a boatyard could in fact exist under the Act.

Accordingly, we would ask you to reconsider your letter of August 7, 2012, and agree with us that the boatyard construction that we propose complies with the terms of the Act as it currently stands. Given the fact that I have contractual purchase commitments to be met by the end of November, 2012, I cannot wait until the legislature decides whether to act or not.

I very much appreciate your prompt consideration of this letter.

Very truly yours,

A handwritten signature in cursive script that reads "Phineas Sprague". The signature is written in dark ink and is positioned above the printed name.

Phineas Sprague

CC: Deidre Schneider, DEP
Mark M. Rees, Portland City Manager
Michael Brennan, Mayor of Portland
Alex Jaegerman, Portland Planning Division Director
Jeff Levine, Portland Director of Planning and Urban Development
Peter S. Plumb, Esq.



August 22, 2012

Honorable Patricia W. Aho, Commissioner
Department of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

***Re: Phineas Sprague/New Yard
Shoreland Zoning Act re Boatyard Construction
40 West Commercial Street, Portland, Maine***

Dear Commissioner Aho:

This letter is written in support of Mr. Phineas Sprague's letter to you dated August 21, 2012. Mr. Sprague's company, New Yard, LLC ("New Yard"), recently entered into an Option Agreement with Northern Utilities, Inc. d/b/a Unitil ("Unitil") to lease, for 50 years, Unitil's property at 40 West Commercial Street, Portland, Maine ("Site") on the Portland Harbor, for purposes of constructing and operating a boatyard. The lease is contingent upon New Yard acquiring abutting property from Pan Am Railroad to include in the boatyard ("Pan Am Property"), and also upon New Yard obtaining all applicable Department Environmental Protection ("DEP") and other permits to construct the boatyard. Unitil's Site is impacted from a coal gasification plant that operated from 1850 to the mid-1960s: the Site was entered into the DEP's Voluntary Response Action Program (VRAP) in 1999. To date over \$1 million in remediation has been expended, and an additional \$2.5 to \$5 million expenditure will likely be required to complete remediation, as described in the DEP's NOAA letter.

Under the terms of the prospective lease, New Yard will coordinate its boatyard construction with Unitil's VRAP remediation of its Site and a shoreland section of the Pan Am Property. There are various features in the boatyard design that will simultaneously serve as Unitil remediation measures (and accordingly reduce Unitil's remediation costs), as already approved by the DEP—such as construction of building foundations, pavement, grading, trenching, and shoreland capping features, including the proposed installation of a boat travel lift on a portion of the Pan Am Property. New Yard's 50 year rent for the lease is to be paid up front, so as to be available to Unitil to apply to its further remediation costs. The prospective lease provides that Unitil's Site remediation is to be completed within two years of the commencement of the lease, conditioned upon completion of the boatyard construction.

Corporate Office:

6 Liberty Lane, West
Hampton, NH 03843

P: 603/772-0775

The Option Agreement and these prospective lease terms are a direct result of the advocacy of the Maine Office of the Public Advocate to minimize the cost of the Site remediation to Unitil's natural gas ratepayers, and the responsive condition imposed by the Maine Public Utilities Commission on Unitil that it make a good faith effort to market the Site for lease or sale to obtain revenue to apply to the cost to complete the VRAP remediation. Unitil has conferred with the DEP frequently, and at every step in its negotiation with New Yard, to insure that the plan to convert the Unitil Site and the Pan Am Property into a boatyard, and to use features of the boatyard for Site remediation, was acceptable to the DEP and in compliance with DEP regulations.

Unitil's legal counsel has reviewed the argument in Mr. Sprague's letter that New Yard's proposed construction of the boatyard, including its grading/trenching/graveling and related features extending to the near entirety of the Site and Pan Am Property, meets the term "construction" as used in Section 439-A(6) of the Mandatory Shoreland Zoning Act, and agrees that Mr. Sprague's legal interpretation is correct and is consistent with the purpose and intent of the statute.

We would note further that such an interpretation is consistent with the State's public policy to foster remediation of contaminated sites, to promote and protect marine industrial uses in Maine's ocean harbors, to minimize the cost to public utility ratepayers of remediation of contaminated utility sites, to promote employment opportunities and economic development, and to provide marine storage and repair as a valued public amenity.

For all these reasons, Unitil joins in Mr. Sprague's request that you find that New Yard's proposed boatyard construction, upon approval of the Site Plan, complies with the existing terms of the Mandatory Shoreland Zoning Act.

Thank you for your consideration of this letter.

Sincerely,



Richard Francazio
Director, Emergency Management
& Compliance

Unitil Service Corp.
Office: 603-773-6459
Cell: 508-298-8255
francazio@unitil.com

Hon. Patricia W. Aho, Commissioner
August 22, 2012
Page 3

cc: Deidre Schneider, DEP
Mark M. Rees, Portland City Manager
Michael Brennan, Mayor of Portland
Alex Jaegerman, Portland Planning Division Director
Jeff Levine, Portland Director of Planning and Urban Development
Peter S. Plumb, Esq.
Nicholas Hodgkins, DEP
Phineas Sprague, New Yard



August 22, 2012

Honorable Patricia W. Aho, Commissioner
Department of Environmental Protection
17 State House Station
Augusta, ME 04333-0017

**Re: *Phineas Sprague/New Yard
Shoreland Zoning Act re Boatyard Construction
40 West Commercial Street, Portland, Maine***

Dear Commissioner Aho:

This letter is written in support of Mr. Phineas Sprague's letter to you dated August 21, 2012. Mr. Sprague's company, New Yard, LLC ("New Yard"), recently entered into an Option Agreement with Northern Utilities, Inc. d/b/a Unitil ("Unitil") to lease, for 50 years, Unitil's property at 40 West Commercial Street, Portland, Maine ("Site") on the Portland Harbor, for purposes of constructing and operating a boatyard. The lease is contingent upon New Yard acquiring abutting property from Pan Am Railroad to include in the boatyard ("Pan Am Property"), and also upon New Yard obtaining all applicable Department Environmental Protection ("DEP") and other permits to construct the boatyard. Unitil's Site is impacted from a coal gasification plant that operated from 1850 to the mid-1960s: the Site was entered into the DEP's Voluntary Response Action Program (VRAP) in 1999. To date over \$1 million in remediation has been expended, and an additional \$2.5 to \$5 million expenditure will likely be required to complete remediation, as described in the DEP's NOAA letter.

Under the terms of the prospective lease, New Yard will coordinate its boatyard construction with Unitil's VRAP remediation of its Site and a shoreland section of the Pan Am Property. There are various features in the boatyard design that will simultaneously serve as Unitil remediation measures (and accordingly reduce Unitil's remediation costs), as already approved by the DEP—such as construction of building foundations, pavement, grading, trenching, and shoreland capping features, including the proposed installation of a boat travel lift on a portion of the Pan Am Property. New Yard's 50 year rent for the lease is to be paid up front, so as to be available to Unitil to apply to its further remediation costs. The prospective lease provides that Unitil's Site remediation is to be completed within two years of the commencement of the lease, conditioned upon completion of the boatyard construction.

Corporate Office:

6 Liberty Lane, West
Hampton, NH 03843

P: 603/772-0775

Hon. Patricia W. Aho, Commissioner
August 22, 2012
Page 2

The Option Agreement and these prospective lease terms are a direct result of the advocacy of the Maine Office of the Public Advocate to minimize the cost of the Site remediation to Unitil's natural gas ratepayers, and the responsive condition imposed by the Maine Public Utilities Commission on Unitil that it make a good faith effort to market the Site for lease or sale to obtain revenue to apply to the cost to complete the VRAP remediation. Unitil has conferred with the DEP frequently, and at every step in its negotiation with New Yard, to insure that the plan to convert the Unitil Site and the Pan Am Property into a boatyard, and to use features of the boatyard for Site remediation, was acceptable to the DEP and in compliance with DEP regulations.

Unitil's legal counsel has reviewed the argument in Mr. Sprague's letter that New Yard's proposed construction of the boatyard, including its grading/trenching/graveling and related features extending to the near entirety of the Site and Pan Am Property, meets the term "construction" as used in Section 439-A(6) of the Mandatory Shoreland Zoning Act, and agrees that Mr. Sprague's legal interpretation is correct and is consistent with the purpose and intent of the statute.

We would note further that such an interpretation is consistent with the State's public policy to foster remediation of contaminated sites, to promote and protect marine industrial uses in Maine's ocean harbors, to minimize the cost to public utility ratepayers of remediation of contaminated utility sites, to promote employment opportunities and economic development, and to provide marine storage and repair as a valued public amenity.

For all these reasons, Unitil joins in Mr. Sprague's request that you find that New Yard's proposed boatyard construction, upon approval of the Site Plan, complies with the existing terms of the Mandatory Shoreland Zoning Act.

Thank you for your consideration of this letter.

Sincerely,



Richard Francazio
Director, Emergency Management
& Compliance
Unitil Service Corp.
Office: 603-773-6459
Cell: 508-298-8255
francazio@unitil.com

Hon. Patricia W. Aho, Commissioner
August 22, 2012
Page 3

cc: Deidre Schneider, DEP
Mark M. Rees, Portland City Manager
Michael Brennan, Mayor of Portland
Alex Jaegerman, Portland Planning Division Director
Jeff Levine, Portland Director of Planning and Urban Development
Peter S. Plumb, Esq.
Nicholas Hodgkins, DEP
Phineas Sprague, New Yard

Attachments

1. Public Comment
2. DEP Correspondence
3. 1882 City Atlas Excerpts, Rail Alignments
4. Consulting Stormwater Engineer, Dave Senus' review memo dated December 14, 2012

Applicant's Submission Packet

- A. Response to City review comments, Dec. 6, 2012
- B. Cover Letter and Application (B1- Site Plan, B2-Conditional Use)
- C. Neighborhood Meeting Material
- D. MeDEP Check List
- E. Table of Contents (applicant's submittal)
- F. Proposed Development Description
- G. Site Photos
- H. Context Maps
- I. Building Renderings and Images
- J. Stormwater Material
- K. Utility Capacity Letters
- L. Traffic Analysis
- M. Lighting Fixtures
- N. Solid Waste
- O. Erosion Control
- P. Technical Capacity
- Q. Right, Title and Interest (Schedules and exhibits omitted due to size, available upon request)
- R. Financial Capacity
- S. Site Plan Standards Review Narrative
- T. State Agency Contact
- U. Fire Safety Report Memo, Fire Risk Management, Inc., December 12, 2012

Plans

- | | |
|---------|---|
| Plan 1 | Cover Page, Notes, and Legend |
| Plan 2 | Survey and Existing Conditions |
| Plan 3 | Demolition |
| Plan 4 | Conceptual Master Plan, Long-term Build Out |
| Plan 5 | Site Plan, Phase 1 (current permitting) |
| Plan 6 | Grading and Drainage, Phase 1 |
| Plan 7 | Utilities |
| Plan 8 | Erosion and Sedimentation Control |
| Plan 9 | Details |
| Plan 10 | Stormwater Strategy Section |
| Plan 11 | Building Height Section |
| Plan 12 | Building Sections and Floor Plans |
| Plan 13 | Landscaping |

12-18-12

Planning Board Report

Board ?

New York

TD

Fencing?

SB

Chain link

Public

Agelo

Cioccer : impressed. ~~Bests~~ Problem. West commuted st. accidents, fatalities... traffic will increase. Blind corner high speed. New York not responsible, city & state are responsible. Don't believe too soft on crime, add signal.

Affluent uses, more

? same planning / Fencing - inside or outside

only

Salsky : "Bridge st. Neighborhood Assoc."

concern w/ view shed - surprised @ low # dr. ps. Neighborhood improving, concern w/ view shed - destruction of property values. Appropriate architecture?

Chain link fence - Blight overtime.

What wants to be most value overall.

"Publicities" in conditional use

Steenwald - Varies OK, put # to Vitaduct trail

? Salom st.

Exciting that development happening.

"Public Boat launch"? Several stops

?

Mornings? Slips

Orlando Kamm: Excite but waterdependent use proposed,
deep water. Refreshing but use needs the
water.

Joe Schneider: Bowen Marine. can send
Plans for project. This will bring
a whole new segment to waterfront.
Can't have public access - support.

Megan Phillips: Bracket St. Support economic
development concerned w/ Fabric Tenders
Building. Impact on properties up the
hill. eye sore.

closer

City ROW? ^{yes}

Fiberglassing? most inside, large Boats
PS w/ small repairs outside - need to tent the
Boats. Minimal outside w/ protection
Sandblasting - usually soda blasting - sawd.

employees. - Trip schedule

SB | traffic based on trip counts @ PYS
35 employees.

Maintenance? Vessels being worked on
limited waterfront floats - service floats
only.

Sidewalk waynes,

Motion

- DSB: Ammunition Volume; ~~not~~ PWS
use is less obnoxious than other
Planned w/ other waterplans or manufacturers.
- no such plan
Fence? - Black coated?
PS Strainer to Inlet - 6'
D.S. Coating. Encourage a Black coating
Suggested, no conductors.
T.O. Maintain the landscaping?
TD Agree w/ Fencing issue, ~~type~~ coating
Sign ordinance
EB. Beer & issues
SO VBAT - would mind access
use Roof for attaching pallet
SO. Fire access.
PS: need to keep things open
SO. Parking capacity
PS: report @ new old sign
SO. Commercial & issues ~~Approved~~ Imported.
Rail & load
can Anxiety over shrink warped boats.
No standard. to apply
Ground surface courses
grateful to see

CITY OF PORTLAND, MAINE

DEC 20 2012

City Managers Office

FISHER & PHILLIPS LLP
ATTORNEYS AT LAW

www.laborlawyers.com

New England
One Monument Square
Suite 600
Portland, ME 04101

(207) 774-6001 Tel
(207) 775-6407 Fax

Writer's E-mail:
jshapiro@laborlawyers.com

December 18, 2012

cc: Council
Jeff Keene
Gus Mitchell
Amir / Bobbeeman
File: ons

Thy
M.

Thomas Dobbins, Chairman
Portland Harbor Commission
2 Portland Fish Pier
Marine Trade Center, Suite 105
Portland, Maine 04101

Re: New Yard LLC, Proposed New Facility, Portland Harbor, Maine

Dear Chairman Dobbins:

This firm represents McAllister Towing and Transportation Co., Inc. ("McAllister"), the parent company of Portland Tugboat, LLC ("Portland Tugboat"). It has come to McAllister's attention that Mr. Sprague, the principal of New Yard, LLC, which currently has an application pending before the Board of Harbor Commissioners for the Port of Portland, (the "Commission" or the "Board") for a proposed new facility up-river of the Casco Bay Bridge on the Portland side of the Fore River (the "Proposed Facility"), recently sent an e-mail string to the Commission relating to his earlier attempts to interest McAllister in renting space for Portland Tugboat's tugs at the Proposed Facility. To be clear, contrary to Mr. Sprague's baseless assertions, McAllister did not proceed with the negotiations proposed by Mr. Sprague because McAllister does not believe that the location is appropriate, either for berthing tugboats or for berthing vessels in general. This is due to the tanker traffic that moves up and down the Fore River in close proximity to the Proposed Facility. That concern was communicated to Mr. Sprague, and it is certainly incongruous for him to now try and make it appear that McAllister is objecting to the New Yard proposal because Mr. Sprague would not sell the property to McAllister, which is not accurate. It is surprising that Mr. Sprague would take this approach with regard to this matter.

Now that Mr. Sprague has involved McAllister in this matter, please note that McAllister is in full agreement with the position taken by Portland Docking Pilots, Inc. that the Proposed Facility creates a dangerous situation for the tankers and assisting tugboats transiting the Fore River. Due to the angle of the opening in the Casco Bay Bridge, tankers must move in close proximity to the Portland side of the channel, either in lining-up to move down river through the draw, or in correcting their course to port after passing through the draw as they proceed up-river. In either instance, the ability to maneuver tankers of up to 600' with up to a 105' beam, fully laden with limited under-keel clearance, or light with more windage exposure, is certainly quite limited. Thus, Portland Tugboat provides required escort tugs to assist the tankers as they maneuver toward the draw of the bridge, and in docking and un-docking. At times, the tugs must change position vis-à-vis the tanker with little notice, and must push at times to bring the tanker into alignment. In each instance, the tugs create considerable prop-wash and wake that

Thomas Dobbins, Chairman
Portland Harbor Commission
December 18, 2012
Page 2

could have a negative impact on either a nearby floating dock, or a nearby vessel berthed alongside such a dock.

In addition to the prop-wash and wake from one of the tugs, the tankers being escorted themselves displace significant amounts of water as they pass by the site of the Proposed Facility. That water, in and of itself, creates the potential for damage not only to the floating docks, but also to any vessels berthed at such docks.

In reviewing the plans for the floating docks at the Proposed Facility, it is clear that although the docks themselves may be just inside the Harbor Commissioners' line, any vessel berthed alongside the docks would be outside the lines and, thus, in the channel.

In his e-mail messages, Mr. Sprague argues that the area adjacent to the proposed facility is a "no-wake" zone. One can only presume that Mr. Sprague believes that the tankers and escorting tugboats would have to forego creating any wake, or moving any water, that might cause damage either to the floating docks or to the vessels tied to them at the Proposed Facility. While McAllister does not dispute that Portland's Inner Harbor is, in fact, a no-wake zone, see Rule 15.2(g) of the Harbor Commission's rules, it is clear that the rules specifically acknowledge that **safe navigation** is the touchstone, and, thus, it is specifically held to be an "affirmative defense" to any claim of damage arising out of an alleged violation of the speed and wake regulations. See Rule 15.3(a) of the Harbor Commission's rule. The real question then is why the Board would sanction a condition that almost guarantees claims that will be defended on the grounds of navigational safety. The burden should not be on the vessels creating commerce in the Port of Portland to show that they have complied with navigational safety criteria. Rather, the burden should be on any facility encroaching on the adjacent waterways to show that it will not restrict safe navigation in any way. New Yard LLC's Proposed Facility fails that test.


New Yard LLC's current proposal creates a situation in which the tugs, and, thus, Portland Tugboat, will be put at risk as a result of their carrying out the duties assigned to them during the movement of vessels up and down the Fore River. There can be no doubt that Portland Tugboat and its clients, the owners/operators of the tankers and the tankers themselves, would all be targets for claims asserted both by New Yard LLC, and any owner of a boat berthed at its facility, for damage suffered as a result of the tug prop-wash or displaced water of a passing tug or tanker. This is not to mention the possibility of the suspension of a docking pilot's license pursuant to the Commission's own rules and regulations, should a vessel under the command of a licensed docking pilot sustain damage of more than \$25,000, a fairly low number given the value of the vessels which New Yard LLC seeks to bring to its Proposed Facility. See Rule 18.15, Rules of the Portland Harbor Commission.

New Yard LLC's Proposed Facility, at least as it pertains to the number and location of the floating docks and dry-dock, creates a danger to the safety and commerce of Portland Harbor. As noted on the Commission's own website, "The Board's primary responsibilities are to ensure navigational safety within the harbor." It is hard to believe that the Commission could find that the proposed floating docks and dry-dock would not "substantially or unreasonably interfere with navigation or injure rights of others." See Maine Private and Special Laws 1981, chapter 98, Section 5, the enabling legislation creating the Commission.

Thomas Dobbins, Chairman
Portland Harbor Commission
December 18, 2012
Page 3

Now that New Yard LLC has involved McAllister and Portland Tugboat in this matter, McAllister and Portland Tugboat would appreciate the Board's consideration of the serious issues set forth in this letter. If either McAllister or Portland Tugboat can provide any further information or answer any questions that the Board may have, please do not hesitate to let me know.

Sincerely,



Jonathan Shapiro
Regional Managing Partner
For FISHER & PHILLIPS LLP

cc: New Yard LLC
Capt. Brian S. Gilda, USCG
US Army Corps of Engineers
Capt. Brian Fournier
Maine Bureau of Parks and Lands, Submerged Lands Program
Capt. Richard Goddard, Irving Oil
Mr. William Sousa, Citgo
Honorable Michael F. Brennan, Mayor, City of Portland
Mark Rees, City Manager, City of Portland ✓



US Army Corps
of Engineers
New England District

Maine Project Office
675 Western Avenue #3
Manchester, Maine 04351

PUBLIC NOTICE

RECEIVED

MAR - 6 2013

Dept. of Building Inspections
City of Portland Maine

Date: MAR 05 2013

Comment Period Ends: APR 04 2013

File Number: NAE-2012-02469

In Reply Refer To: Jay L. Clement

Or by e-mail: jay.l.clement@usace.army.mil

The District Engineer has received a permit application from the applicant below to **conduct work in waters of the United States** as described below. The Corps is soliciting comments on both the project itself and the range of issues to be addressed in the environmental documentation.

APPLICANT: NEW YARD, LLC, 58 FORE STREET, PORTLAND, MAINE 04101

ACTIVITY: Place fill below the high tide line and perform excavation and other work beyond the mean high water line of the Fore River at Portland, Maine in order to develop a new boat and ship repair and maintenance facility. Regulated activities include the placement of stone riprap along the shore to provide bank stabilization, the installation of two concrete boat ramps, excavation and dredging with upland disposal, rehabilitation of former pier-pilings as appropriate and installing new pilings where necessary to secure a new float system running parallel with shore, and the installation of a travel lift. The upland property, a former industrial site will be cleaned up and regarded to allow for a number of support buildings and associated infrastructure.

WATERWAY AND LOCATION OF THE PROPOSED WORK: The Fore River (Portland Harbor) at Portland, Maine.

AUTHORITY

Permits are required pursuant to:

Section 10 of the Rivers and Harbors Act of 1899

Section 404 of the Clean Water Act

Section 103 of the Marine Protection, Research and Sanctuaries Act).

The decision whether to issue a permit will be based on an evaluation of the probable impact of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which may reasonably accrue from the proposal must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the proposal will be considered, including the cumulative effects thereof; among those are: conservation, economics, aesthetics, general environmental concerns, wetlands, cultural value, fish and wildlife values, flood hazards, flood plain value, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food production and, in general, the needs and welfare of the people.

The Corps of Engineers is soliciting comments from the public; federal, state, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps of Engineers to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment

and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

Where the activity involves the discharge of dredged or fill material into waters of the United States or the transportation of dredged material for the purpose of disposing it in ocean waters, the evaluation of the impact of the activity in the public interest will also include application of the guidelines promulgated by the Administrator, U.S Environmental Protection Agency, under authority of Section 404(b) of the Clean Water Act, and/or Section 103 of the Marine Protection Research and Sanctuaries Act of 1972 as amended.

ESSENTIAL FISH HABITAT (EFH): The Magnuson-Stevens Fishery Conservation and Management Act, as amended by the Sustainable Fisheries Act of 1996 (Public Law 104-267), requires all federal agencies to consult with the National Marine Fisheries Service on all actions, or proposed actions, permitted, funded, or undertaken by the agency, that may adversely affect Essential Fish Habitat ("EFH").

This project will potentially impact up to 28,402 s.f. of EFH - 6,500 s.f. (fill), 8,966 s.f. (excavation/dredging), and 12,892 s.f. (shading). Refer to attached sheet for list of species and life stages. This habitat consists of intertidal and sub-tidal bottom composed of sand, gravel, cobble, and industrial debris. The proposed project is expected to have both short-term and long-term impacts on marine resources. Short-term turbidity and construction related disturbance can be expected but will rapidly dissipate upon completion of construction. Long-term impacts can be expected from the permanent fill footprint and any excavation/dredging. However, this habitat has been degraded from the heavy industrial use of the shoreline in the past. Based upon this assessment of impacts to EFH, the District Engineer has made a preliminary determination that the site-specific adverse effect will not be substantial. Further consultation with the National Marine Fisheries Service regarding EFH conservation recommendations is being conducted and will be concluded prior to the final decision.

SECTION 106 COORDINATION: Based on his initial review, the District Engineer determined that the project will not affect properties with cultural or Native American significance, or listed in, or eligible for listing in, the National Register of Historic Places. Therefore, no further consideration of the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended, is necessary. This determination is based upon one or more of the following:

- a. The permit area has been extensively modified by previous work.
- b. The permit area has been recently created.
- c. The proposed activity is of limited nature and scope.
- d. Review of the latest published version of the National Register shows that no presence of registered properties listed as being eligible for inclusion therein are in the permit area or general vicinity.
- e. Coordination with the State Historic Preservation Officer and/or Tribal Historic Preservation Officer(s)

ENDANGERED SPECIES ACT CONSULTATION: The New England District, Army Corps of Engineers has reviewed the list of species protected under the Endangered Species Act of 1973, as amended, which might occur at the project site. It is our determination that the proposed activity for which authorization is being sought is designed, situated or will be operated/used in such a manner that it is not likely to adversely affect any Federally listed endangered or threatened species or their designated critical habitat. The federal resource agencies have concurred with our determination.

The following authorizations have been applied for, or have been, or will be obtained:

- (X) Permit, License or Assent from State.
- () Permit from Local Wetland Agency or Conservation Commission.

(X) Water Quality Certification in accordance with Section 401 of the Clean Water Act.


In order to properly evaluate the proposal, we are seeking public comment. Anyone wishing to comment is encouraged to do so. **Comments should be submitted in writing by the above date.** If you have any questions, please contact Jay Clement at 207-623-8367, ext. 1 at our Manchester, Maine Project Office.

Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider the application. Requests for a public hearing shall specifically state the reasons for holding a public hearing. The Corps holds public hearings for the purpose of obtaining public comments when that is the best means for understanding a wide variety of concerns from a diverse segment of the public.

The initial determinations made herein will be reviewed in light of facts submitted in response to this notice. All comments will be considered a matter of public record. Copies of letters of objection will be forwarded to the applicant who will normally be requested to contact objectors directly in an effort to reach an understanding.

For more information on the New England District Corps of Engineers programs, visit our website at <http://www.nae.usace.army.mil>.

THIS NOTICE IS NOT AN AUTHORIZATION TO DO ANY WORK.


Frank J. Del Giudice
Chief, Permits and Enforcement Branch
Regulatory Division

If you would prefer not to continue receiving Public Notices, please contact Ms. Tina Chaisson at (978) 318-8058 or e-mail her at bettina.m.chaisson@usace.army.mil. You may also check here () and return this portion of the Public Notice to: Bettina Chaisson, Regulatory Division, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751.

NAME: _____

ADDRESS: _____

Summary of Essential Fish Habitat (EFH) Designation

10' x 10' Square Coordinates:

Boundary	North	East	South	West
Coordinate	43° 40.0' N	70° 10.0' W	43° 30.0' N	70° 20.0' W

Square Description (i.e. habitat, landmarks, coastline markers): The waters within the square east of Portland, ME., affecting the following: Cape Elizabeth, ME. and South Portland, ME., from Portland, ME., to just south of Scarborough Beach (the tip of Prouts Neck), off Scarborough, ME. These waters are located mostly within southern Casco Bay (east of and north of Cape Elizabeth), including waters within Fore River, and within the Bigelow Bight (south of Cape Elizabeth), within the Gulf of Maine. This square also include waters affecting the southern part of Peaks Island, Cushing Island and Richmond Island. Other features affected include: Bluff I., Stratton I., Old Proprietor, Richmond I. Harbor, Ram I., Adams Head on Richmond I., Old Anthony Rock, West Hue and Cry, and the westernmost part of the West Cod Ledge, along with the Libby River, Spurwink River, Taylor Reef, Mitchell Rock, Seal Cove, and Broad Cove. Also, Trundy Pt., Trundy Reef, Willard Rock, Pine Tree Ledge, Jordon Reef, Portland Head, Spring Pt., Ram I., Witch Rock, and Ram I. Ledge are affected.

Species	Eggs	Larvae	Juveniles	Adults
Atlantic salmon (<i>Salmo salar</i>)				X
Atlantic cod (<i>Gadus morhua</i>)	X	X	X	X
haddock (<i>Melanogrammus aeglefinus</i>)				X
pollock (<i>Pollachius virens</i>)			X	
whiting (<i>Merluccius bilinearis</i>)			X	X
offshore hake (<i>Merluccius albidus</i>)				
red hake (<i>Urophycis chuss</i>)			X	X
white hake (<i>Urophycis tenuis</i>)			X	X
redfish (<i>Sebastes fasciatus</i>)	n/a			
witch flounder (<i>Glyptocephalus cynoglossus</i>)				
winter flounder (<i>Pleuronectes americanus</i>)	X	X	X	X
yellowtail flounder (<i>Pleuronectes ferruginea</i>)	X	X	X	X
windowpane flounder (<i>Scopthalmus aquosus</i>)	X	X	X	X
American plaice (<i>Hippoglossoides platessoides</i>)	X	X	X	X
ocean pout (<i>Macrozoarces americanus</i>)	X	X	X	X
Atlantic halibut (<i>Hippoglossus hippoglossus</i>)	X	X	X	X
Atlantic sea scallop (<i>Placopecten magellanicus</i>)	X	X	X	X
Atlantic sea herring (<i>Clupea harengus</i>)		X	X	X

monkfish (<i>Lophius americanus</i>)				
bluefish (<i>Pomatomus saltatrix</i>)			X	X
long finned squid (<i>Loligo pealei</i>)	n/a	n/a		
short finned squid (<i>Illex illecebrosus</i>)	n/a	n/a		
Atlantic butterfish (<i>Peprillus triacanthus</i>)				
Atlantic mackerel (<i>Scomber scombrus</i>)			X	X
summer flounder (<i>Paralichthys dentatus</i>)				
scup (<i>Stenotomus chrysops</i>)	n/a	n/a		
black sea bass (<i>Centropristus striata</i>)	n/a			
surf clam (<i>Spisula solidissima</i>)	n/a	n/a		
ocean quahog (<i>Artica islandica</i>)	n/a	n/a		
spiny dogfish (<i>Squalus acanthias</i>)	n/a	n/a		
tilefish (<i>Lopholatilus chamaeleonticeps</i>)				
bluefin tuna (<i>Thunnus thynnus</i>)				X

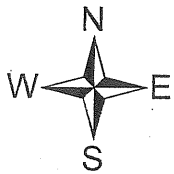
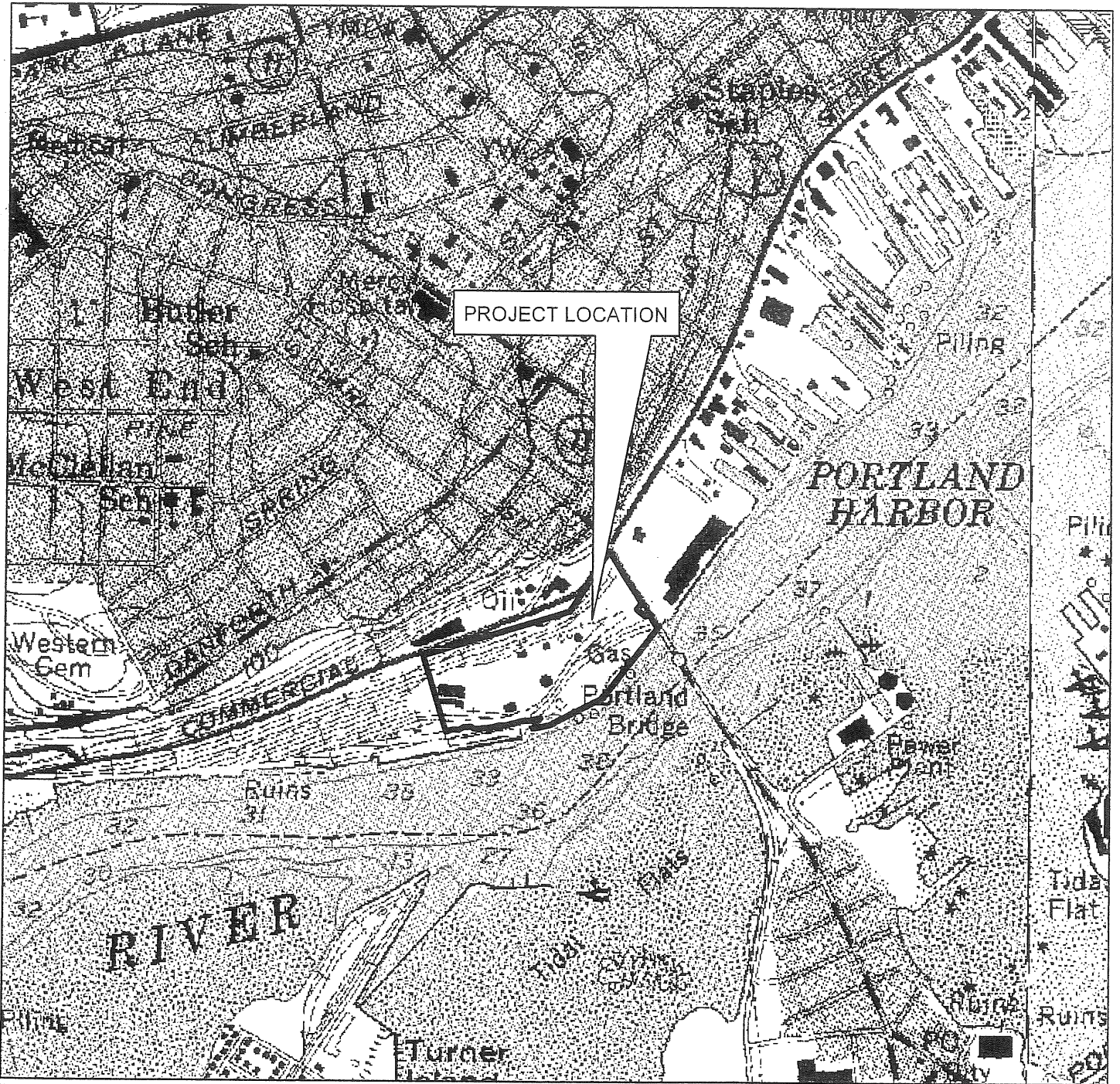
MAINE PUBLIC NOTICE WORKSHEET		Deadline: <input checked="" type="checkbox"/> 30-day or <input type="checkbox"/> 20-day	
Project Name: New Yard, LLC	File Number: NAE-2012-02469	Project Manager: Clement	
(If applicable) Date of 401 WQC: 10/30/12	Date CZM Consistency Determination: 10/30/12	(If applicable) Date Suitability Determination completed for open water disposal: NA	
<u>Senator Angus King</u> United States Senate 188 Russell Senate Office Building Washington, D.C. 20510-1904		<u>Senator Susan Collins</u> United States Senate 172 Russell Senate Office Building Washington, D.C. 20510-1904	
US Congress – For ME Congressional Districts (CD) see Maine.gov : Government: Local** or Map- (Select one)			
<u>Mayor/Selectman/Town Manager</u> City of Portland 389 Congress Street Portland, Maine 04101		<u>Representative Chellie Pingree</u> The Honorable Chellie Pingree United States House of Representatives 1037 Longworth HOB Washington, DC 20515	
		<u>Conservation Commission**</u> South Portland Conservation Commission 23 Bay Street South Portland, Maine 04106	
<u>Other Town Officials</u> Jeff Liick, Harbormaster City of Portland 2 Portland Fish Pier, Suite 2B Portland, Maine 04101		<u>POSTMASTER</u> City of Portland	
Maine Historic Preservation Commission, 55 Capital Street, 65 State House Station, Augusta, Maine 04333 Aroostook Band of Micmacs, Tribal Historic Preservation Officer, 7 Northern Road, Presque Isle, Maine 04769 Passamaquoddy Tribe of Indians, Pleasant Point Reservation, P.O. Box 343, Perry, Maine 04667 Houlton Band of Maliseet Indians, Tribal Historic Preservation Officer, 88 Bell Road, Littleton, Maine 04730 Passamaquoddy Tribe of Indians, Indian Township Reservation, P.O. Box 301, Princeton, Maine 04668 Penobscot Indian Nation, 12 Webanaki Way, Indian Island, Maine 04468			
ABUTTERS ADDRESSES attached as: Mailing Labels <input checked="" type="checkbox"/> Mailing List 15-0 ME Data File <input type="checkbox"/>			

**Footnote: Hyperlink to the State of Maine/links and services for the community – Maine.gov: Living: Cities & Towns Online

COPIES:

- Steve Bushey, DeLuca-Hoffman Associates, 778 Main Street, Suite 8, South Portland, Maine 04106
- Lt. Megan Drewniak, US Coast Guard, Sector Northern New England, 259 High Street, South Portland, Maine 04106

** Maine.gov offers a wealth of information, including: Legislators and the phone numbers to Town Offices where a call may help you obtain correct mailing addresses for the Mayor, the Conservation Commission and other useful links.



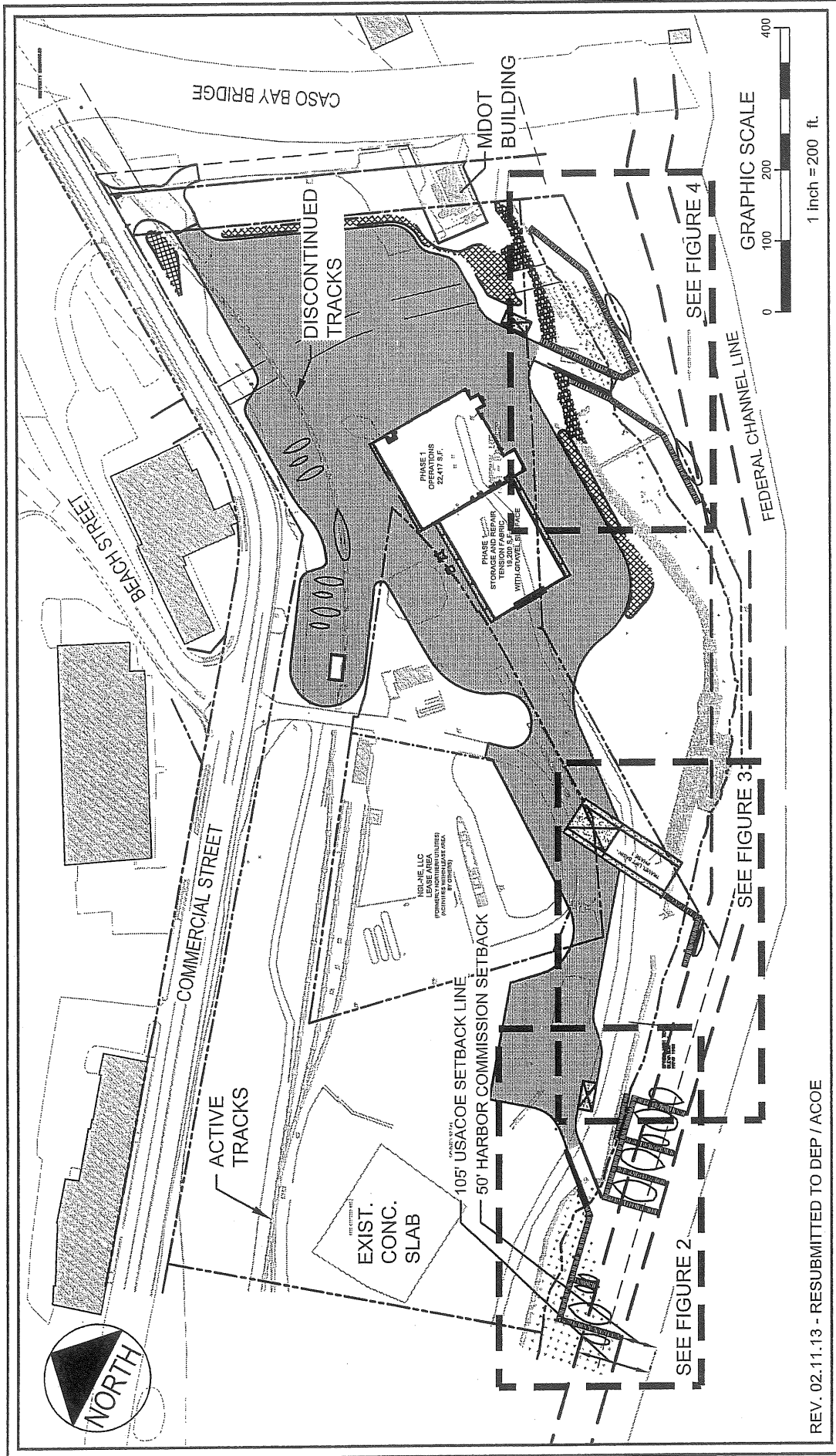
USGS LOCATION MAP
CANAL LANDING
PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - MAPS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-USGS
SCALE: 1 inch = 1,000 feet

FIGURE
2



REV. 02.11.13 - RESUBMITTED TO DEP / ACOE

<p>FIGURE:</p> <h1 style="text-align: center;">1</h1>	<p>BOOK: 1507 7026</p>	<p>PAGE: 126 187</p>	<p>PROPOSED ACTIVITY: SHOREFRONT FACILITIES ASSOCIATED WITH BOATYARD USE</p>	<p>PROJECT APPLICANT: NEW YARD, LLC 58 FORE STREET PORTLAND, ME 04101</p>
<p>LEGAL DESCRIPTION: REFER TO PLANS IN SITE PLAN APPLICATION</p>	<p>WATER BODY: FORE RIVER</p>	<p>ABUTTERS: SEE ATTACHMENT 10</p>	<p>SCALE: 1"=200' DATUM: -</p> <p>DATE: OCT. 2012 REVISED DEC. 2012</p>	<p>DELUCA-HOFFMAN ASSOCIATES, INC.</p>

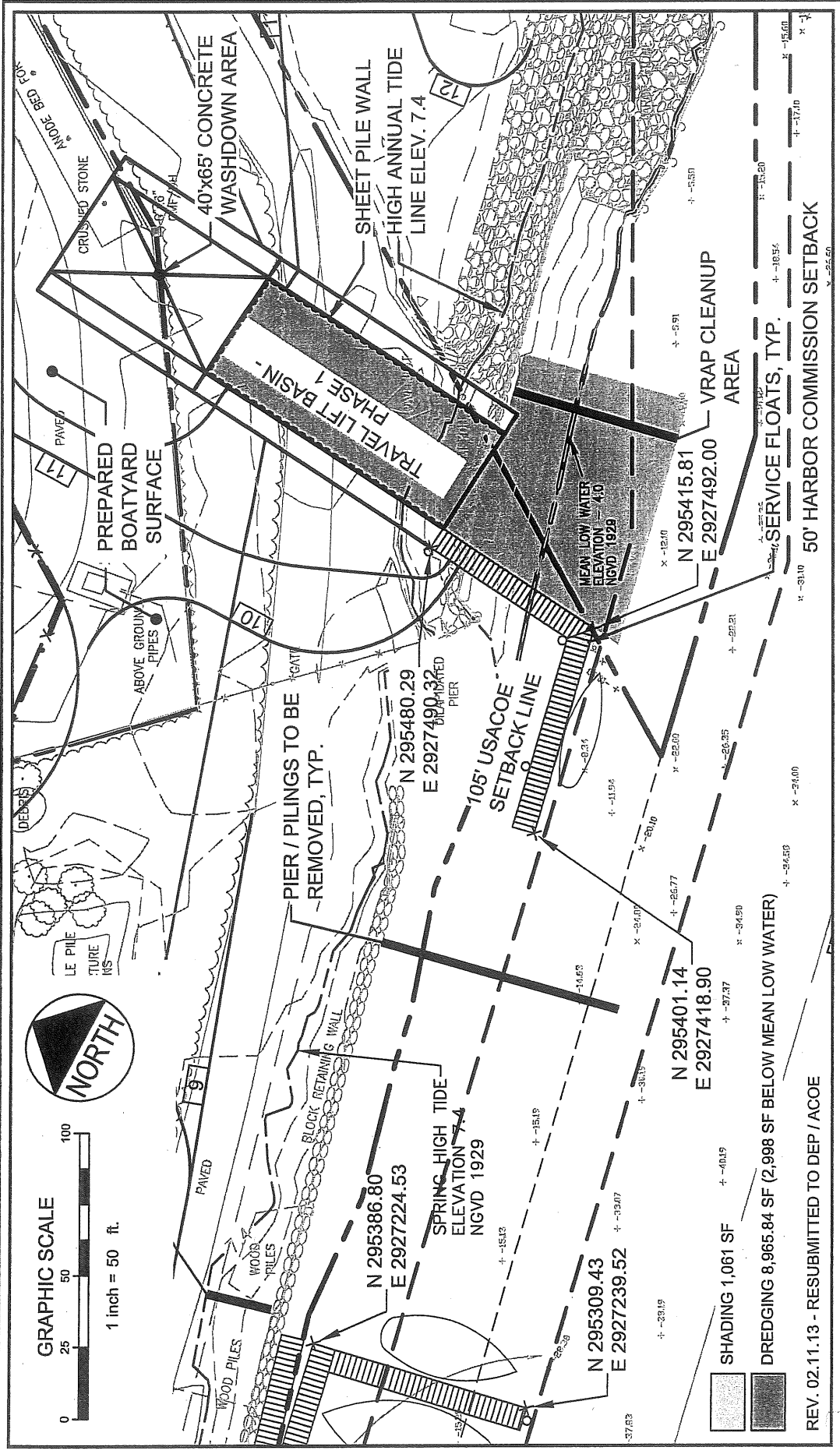


FIGURE: <h1 style="text-align: center;">3</h1>	BOOK: 1507 7026	PAGE: 126 187	LOCATION: CITY OF PORTLAND CANAL LANDING	PROPOSED ACTIVITY: TRAVEL LIFT BASIN AND FLOATING DOCKS	PROJECT APPLICANT: NEW YARD, LLC 58 FORE STREET PORTLAND, ME 04101
	LEGAL DESCRIPTION: REFER TO PLANS IN SITE PLAN APPLICATION			ABUTTERS: SEE ATTACHMENT 10	SCALE: 1"=50' DATUM: - DATE: OCT. 2012 REVISED: DEC. 2012
DELUCA-HOFFMAN ASSOCIATES, INC.					

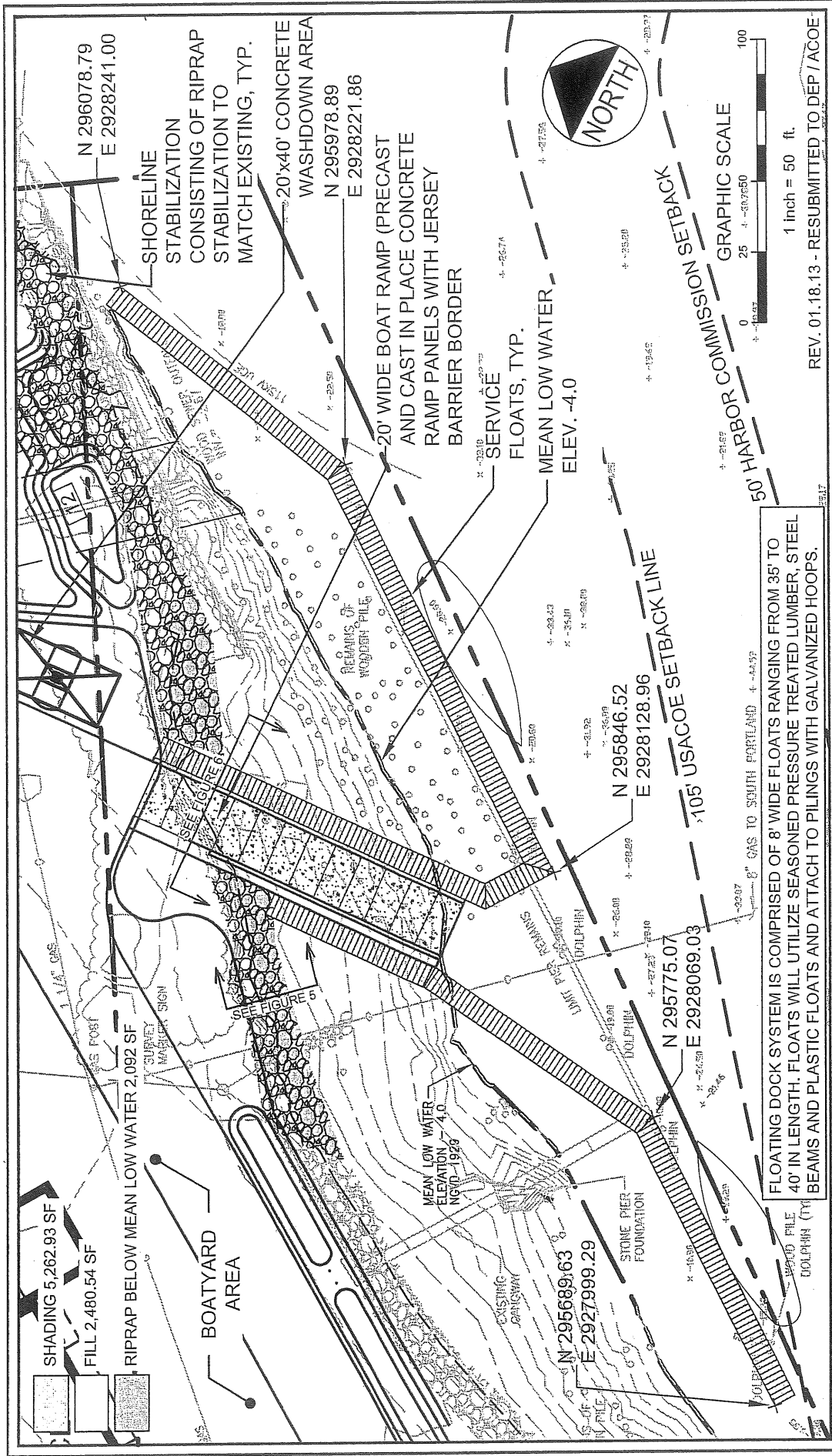
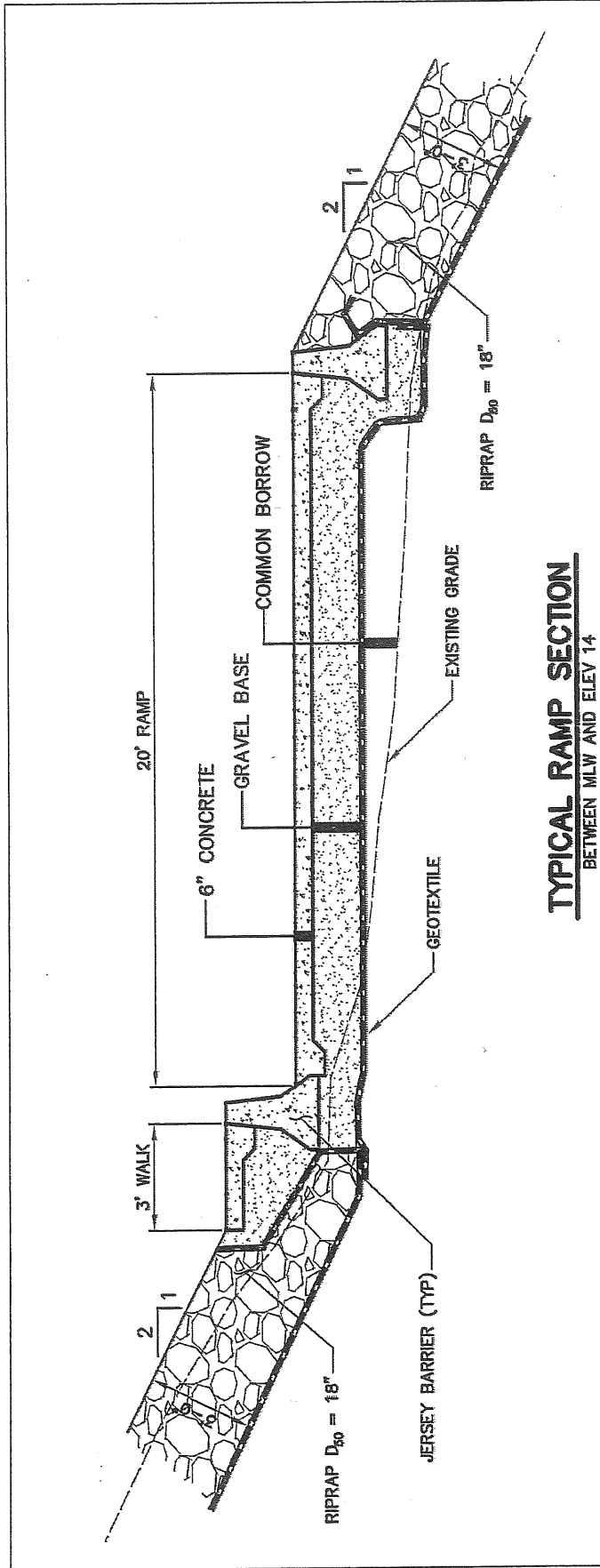


FIGURE: 4	BOOK: 1507 7026	PAGE: 126 187	LOCATION: CITY OF PORTLAND CANAL LANDING	PROPOSED ACTIVITY: BOAT RAMP EXTENDING BEYOND MEAN LOW WATER ELEVATION AND FLOATING DOCKS	PROJECT APPLICANT: NEW YARD, LLC 58 FORE STREET PORTLAND, ME 04101
	LEGAL DESCRIPTION: REFER TO PLANS IN SITE PLAN APPLICATION			ABUTTERS: SEE ATTACHMENT 10	SCALE: 1"=50' DATUM: -
			DATE: OCT. 2012 REVISED DEC. 2012		DELUCA-HOFFMAN ASSOCIATES, INC.



TYPICAL RAMP SECTION
 BETWEEN MLW AND ELEV 14

PREPARED BY BAKER DESIGN CONSULTANTS

EXCERPT FROM SHEET C-8.5

FIGURE: <h1 style="text-align: center;">6</h1>	BOOK: 1507 7026	PAGE: 126 187	LOCATION: CITY OF PORTLAND CANAL LANDING	PROPOSED ACTIVITY: BOAT RAMP EXTENDING BEYOND MEAN LOW WATER ELEVATION AND FLOATING DOCKS	PROJECT APPLICANT: NEW YARD, LLC 58 FORE STREET PORTLAND, ME 04101
	LEGAL DESCRIPTION: REFER TO PLANS IN SITE PLAN APPLICATION			ABUTTERS: SEE ATTACHMENT 10	SCALE: NTS DATUM: - DATE: FEB 2013



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION
AUGUSTA, ME 04333

DEPARTMENT ORDER

IN THE MATTER OF

NEW YARD, LLC AND NORTHERN UTILITIES) NATURAL RESOURCES PROTECTION ACT
INC. DBA UNITIL) COASTAL WETLAND ALTERATION
Portland, Cumberland County) ADJACENT ACTIVITIES
CANAL LANDING) WATER QUALITY CERTIFICATION
L-25823-4E-A-N (approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of NEW YARD, LLC AND NORTHERN UTILITIES INC. DBA UNITIL with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: The proposed project site consists of approximately 22 acres of land located along the West Commercial Street waterfront in Portland, adjacent to the Casco Bay Bridge. For over a century, and up until the 1970's, portions of the property contained facilities operated by the Portland Gas Light Company and Maine Central Railroad.

B. Summary: The applicants propose to construct a number of marine-related buildings and shorefront improvements to support a boat maintenance and retail operation. Proposed shorefront structures will include two boat ramps, new/rehabilitated piers, and a travel lift basin. Specific activities will include earthwork, grading, shoreline stabilization, dredging, revetment restoration, pier rehabilitation, utilities, and overall site stabilization. The proposed project is shown on a set of plans, the first of which is titled "Canal Landing – Overall Existing Conditions Plan," prepared by DeLuca-Hoffman Associates and dated April 2012, with a latest revision date on any sheet of February 1, 2013. The project site has frontage on Commercial Street and shore frontage along the Fore River/Casco Bay.

The project will be constructed in phases. Phase I will include partial site clearing, stabilization, and general cleanup, construction of a 19,200-square foot tension fabric building for boat storage and maintenance, construction of a 22,417-square foot building for operations, administrative space and storage, construction of boat wash areas with water recycling systems, a yard area, stormwater systems, landscaping, construction of two concrete boat ramps, rehabilitation of former pier pilings for use as part of a new float system, construction of a travel lift basin, and repair of an existing granite revetment and riprap installation.

Plans for Phase II have not been fully developed at this time but may include uses such as a building for boat repair, continued expansion of the yard area, ancillary facilities such as boat

wash areas, marine retail and warehouse space, parking areas, and other marine-related uses such as seafood processing and storage and large vessel berthing near the rehabilitated pier area on the westerly end of the site.

Only a portion of the activities planned on the site will occur within 75 feet of the highest annual tide (HAT) line, or will result in the alteration of coastal wetland. These activities include pier rehabilitation, construction of boat ramps and a travel lift basin, two closed-loop boat wash down areas, shoreline stabilization, landscaping, and installation of stormwater management structures. Work below the HAT will include the removal of existing piles and some replacement of pilings with 12- to 14-inch diameter steel piles; the installation of two 20-foot wide concrete plank boat ramps, one near the west end of the site and one near the east end of the site; the construction of a travel lift basin cut into the shoreline with sheet pile retaining walls; the dredging of approximately 8,966 of material in preparation for the installation of the travel lift basin and in conjunction with remedial cleanup measures discussed below; the installation of eight-foot wide floats oriented both parallel and perpendicular to the shoreline near both boat ramps; and the installation of six finger floats to be installed perpendicular to the shore near the western end of the site to provide berthing space.

The project site's historical use as a gas manufacturing facility has resulted in various levels of contamination of the shorefront. Gas purification processes occurred on the site during which gasoline product was filtered through wood material. The spent wood material, or "box waste," was buried and continues to leach through the subsoils. Other types of waste from other prior uses have also been documented. These areas have been identified in a Voluntary Remediation Action Plan (VRAP) for the site. The VRAP will be done in conjunction with the development of the site, and a majority of the VRAP-related activities will take place on land owned by Unutil. Project plans have been forwarded to the Department's VRAP Coordinator in the Bureau of Remediation and Waste Management.

The proposed project is subject to review under the Site Location of Development Act. Pursuant to M.R.S.A. Section 489-A, the City of Portland has delegated review authority. The Department acknowledged the City's authority to review this application in a letter dated November 16, 2012.

C. Current Use of the Site: The site contains multiple parcels of land. One of the applicants, New Yard, LLC, plans to purchase approximately 14 acres of land from Portland Terminal Company. These parcels currently contain active rail tracks that lead to the Northern Utilities facility, remnant rail tracks, a gangway that leads to a remnant pier line, dolphins, numerous dilapidated pilings, active rail tracks near Commercial Street, a granite revetment near the shoreline, and a remnant concrete foundation floor slab that previously served as the foundation for a clay storage silo for paper mills. An active combined sewer overflow (CSO) line runs generally along the easterly side of the site from Commercial Street to the shoreline.

The remaining parcels containing approximately eight acres are currently owned by the other co-applicant, Northern Utilities dba Unutil. This parcel currently contains an LP gas distribution facility that will continue to function under a long-term lease agreement.

The existing shorefront is partly reinforced with riprap and with a granite block revetment. Throughout the site there are several rubble/debris/wood piles and concrete pad and pavement remnants.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site, including aerial photographs. Department staff visited the project site on July 25, 2012.

The proposed project is located in the Fore River/Casco Bay, which is a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. The project site currently contains an active LP gas distribution facility, a granite revetment, and numerous dilapidated and remnant structures as described in Finding 1. The Casco Bay Bridge dominates the landscape immediately east of the site, and the surrounding area contains bulk fuel storage and distribution facilities and other marine-related uses.

The proposed project was evaluated using the Department's Visual Impact Assessment Matrix and was found to have an acceptable potential visual impact rating. Based on the information submitted in the application, the visual impact rating, and the site visit, the Department determined that the location and scale of the proposed activity is compatible with the existing visual quality and landscape characteristics found within the viewshed of the scenic resource in the project area.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

Temporary and permanent erosion control measures will be utilized during construction in accordance with the Department's Best Management Practices. The shoreline work will be executed from shore or by barge. No tracked or wheeled equipment will be operated or placed below the HAT. Floating boom curtains will be placed around the perimeter of the dredging zone. Dredge spoils will be dewatered in accordance with the VRAP and will be disposed of as discussed in Finding 7.

The applicants submitted an Erosion and Sedimentation Control Report and supporting plans with the application. The report and plans were reviewed by, and revised in response to comments from, an engineer with the Division of Land Resource Regulation. Based on a review of these materials, the Department finds that the proposed activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project and stated that there are no Essential or Significant Wildlife Habitats at the project site. MDIFW had no concerns relative to the project.

The Department of Marine Resources (DMR) reviewed the proposed project and stated that potential adverse impacts could result from potential shading from the floats, the dredging activity, the removal and replacement of piles, the fill associated with the boat ramps, and the fill associated with the shoreline stabilization activities. DMR further commented that the proposed removal of approximately 43,377 square feet of existing dilapidated pier decking, and the cleanup of a one- to two-acre area by the removal of remnant pier piles is expected to offset potential adverse impacts to marine resources. Finally, DMR recommended that the removal and installation of piles in the intertidal should coincide with low tide conditions to further reduce potential adverse impacts to water quality and marine organisms. DMR had no concerns relative to navigation or recreation.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The applicants propose to use lumber treated with chromated copper arsenate (CCA) to construct portions of the in-water structures. To protect water quality, all CCA-treated lumber must be cured on dry land in a manner that exposes all surfaces to the air for 21 days prior to the start of construction. Provided any CCA-treated lumber is cured as described above, the Department finds that the proposed project will not violate any state water quality law, including those governing the classification of the State's waters.

Approximately 100 to 200 existing pilings will be removed and/or replaced in preparation for the new float systems. Pilings will consist of 12-inch to 14-inch steel pipe driven at least 40 feet into the river bottom.

The boat wash facility will be equipped with a collection system that flows to a mobile settling tank where solids are collected and disposed of at a licensed solid waste facility. The wash water will be recycled for reuse in washing operations, which will essentially render it a closed system that does not result in discharge to the sewer or to the river.

Erosion control measures will be implemented during construction as discussed in Finding 3.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicants propose to fill approximately 6,544 square feet of coastal wetland (area below the HAT elevation) to install the boat ramps and riprap, and propose to dredge approximately 8,966 of material in conjunction with VRAP cleanup efforts and in preparation for the installation of the

travel lift basin. The repair of the existing granite block revetment will result in approximately 7,647 square feet of area below the HAT line that will be restored with granular material and geosynthetic fabric behind the wall for stabilization. This area is currently eroded due to water that overtops or otherwise penetrates the existing revetment and drags sediments into the river. Additionally, approximately 12,892 square feet of coastal wetland will be subject to shading effects from the proposed floats.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for a coastal wetland alteration permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicants stated that the project site is currently underutilized but in a prominent location on the City's waterfront. The project would result in community benefits such as the rehabilitation and cleanup of a deteriorated industrial property that would help revitalize this section of the Portland waterfront.

The applicants submitted an alternatives analysis for the proposed project completed by DeLuca-Hoffman Associates and dated October 31, 2012. One of the applicants, New Yard LLC, reviewed its existing boatyard facilities in Portland and determined that they are unsuitable for expansion to accommodate its growing business. There is little remaining available shorefront property within the City that is suitable for this type of development.

B. Minimal Alteration. The amount of wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicants considered several onsite alternatives for the project. On-site constraints include the existing LP and natural gas facility, proposed utilities, relocation of existing facilities, and driveway location on Commercial Street. Other factors taken into consideration were siting shorefront facilities to minimize impacts to the coastal wetland and utilizing some existing structures, such as dolphins and a gangway, to the extent possible. When completed, the facility is anticipated to occupy a lesser amount of area below the HAT than that which exists today.

C. Compensation. The proposed project includes the construction of a travel lift basin, two boat ramps, shorefront stabilization, dredging, and a floating dock system in the coastal wetland. The applicants completed a coastal wetland characterization of the project site. The Fore River shorefront at the site is a combination of mixed coarse and fine material and riprap. The intertidal zone contains numerous old pilings that are exposed during low tide. The shorefront is in close proximity to the federal channel, which experiences heavy traffic from large oil tankers and associated tugboats that create significant wave action. In all likelihood, this activity renders the shorefront less attractive for species that colonize these types of marine environments. The characterization concluded that the intertidal and subtidal zones in the area of the proposed project are compromised as a result of the site's historical uses and its location proximate to the federal channel, which accommodates the routine and frequent passage of large tankers and other vessels.

The project includes environmental remediation activities along the shorefront that will address long-standing contamination issues. The historical uses of the site, from rail yards to gas works, and the presence of an existing CSO discharge, have resulted in various levels and types of

contamination. The proposed project incorporates cleanup measures in accordance with the approved VRAP. These measures are expected to result in improved environmental conditions at the project site.

The existing dilapidated pier occupies 43,377 square feet of area. This area will be replaced by a substantially smaller pier system, thereby eliminating existing shading impacts. Additionally, the applicants intend to clean up a one- to two-acre area by removing existing remnant pilings.

Based on the coastal wetland characterization, the proposed remedial activities pursuant to the VRAP, the proposed cleanup measures that will be taken in redeveloping the site, and the finding of no significant adverse effect on marine resources or wildlife habitat as determined by DMR and MDIFW, the Department waives the requirement for compensation in accordance with Chapter 310 Section 5(C)(7).

The Department finds that the applicants have avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

As discussed in Finding 1, contamination has been documented on the project site as a result of past activities. One of the applicants, Unutil, is currently working with the Department through its Bureau of Remediation and Waste Management (BRWM) on a Voluntary Remedial Action Plan (VRAP) for a portion of the project site. BRWM reviewed the proposed project and commented that, while the proposal does not represent a detailed cleanup plan, it does relate the conceptual VRAP to the activities contemplated in the application, and is therefore acceptable. Specific details of the cleanup plan will be coordinated with BRWM.

The proposed project includes dredging an area of approximately 8,966 square feet (2,998 square feet of this total is located below mean low water). The volume of material to be dredged is estimated to be between 3,000 and 3,500 cubic yards. The dredged materials will not be disposed of offshore. Some of the proposed dredging is associated with the remedial activities to be undertaken as part of the VRAP and some of the material will be removed in preparation for the construction of the travel lift basin. Dredged materials will either be re-used on site in accordance with the VRAP, or will be transported to a solid waste facility that is licensed or otherwise approved by the Department to accept special waste, such as the Turnkey facility in New Hampshire. The cleanup work will be coordinated with the excavation and dredging activities associated with the travel lift basin construction.

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment provided the installation of piles occurs during low tide conditions as discussed in Finding 4.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters provided any CCA-treated lumber is cured before construction as described in Finding 5.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of NEW YARD, LLC AND NORTHERN UTILITIES INC. DBA UNITIL to construct a vessel maintenance and repair facility with associated improvements as described in Finding 1, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

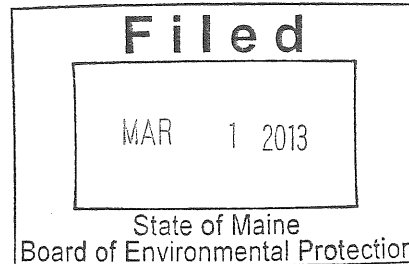
1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that their activities or those of their agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. All CCA-treated lumber shall be cured on dry land in a manner that exposes all surfaces to the air for 21 days prior to the start of construction.

5. The removal and installation of piles in the intertidal shall be done during low tide conditions.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 28th DAY OF february, 2013.

DEPARTMENT OF ENVIRONMENTAL PROTECTION



BY: Michael Kuhns for
Patricia W. Aho, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

MR/L25823AN/ATS#75467



Natural Resource Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days of the date on which the Commissioner's decision was filed with the Board will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by the Board's receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner a copy of the appeal documents and if the person appealing is not the applicant in the license proceeding at issue the applicant must also be sent a copy of the appeal documents. All of the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed the license normally remains in effect pending the processing of the appeal. A license holder may proceed with a project pending the outcome of an appeal but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

Exhibit "B"

D

RELEASE DEED

PORTLAND TERMINAL COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at 1700 Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of (\$) Dollars paid to it by with a mailing address of (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

D R A I

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefore, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

D R A F

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~
8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **PORTLAND TERMINAL COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

DRAFT

IN WITNESS WHEREOF, the said **PORTLAND TERMINAL COMPANY** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this ____ day of _____, 2012.

GRANTOR:
PORTLAND TERMINAL COMPANY

DRAFT

By: _____
David A. Fink, President

Witness

GRANTEE:

DRAFT

By: _____

Witness

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____, 2012

On this ____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above-named David A. Fink, the President of the **PORTLAND TERMINAL COMPANY** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: DRAFT
My Commission Expires: _____

STATE OF MAINE

_____, ss.

_____, 2012

On this ____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above-named _____, of _____, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: DRAFT
My Commission Expires: _____

EXHIBIT "C"

Two Pages

Engineering Department
Minimum Requirements for Deed Plans

1. Title Block shall be similar to the attached sample and located in the bottom right corner of plan.
2. Plan is to include metes and bounds, physical features, Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
3. Railroad file numbers (to be assigned) are to appear in the top right and bottom left corners of plan.
4. Registered Land Surveyor's seal and signature must appear on plan.
5. Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
6. Parcel distance from centerline of location of track must be indicated.
7. No reference to "Railroad" shall appear on plan. The term Portland Terminal Company shall be used.
8. Plan to include the map and parcel number of area to be conveyed.
9. Two (2) copies of proposed plans shall be submitted for review prior to sending original.
10. Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files.

All correspondence regarding the particulars of the plan should be addressed to:

Vernon C. MacPhee, Jr.
Land and Clearance Engineer
Portland Terminal Company
Iron Horse Park
North Billerica, MA 01862-1681
(978) 663-1144
FAX: (978) 663-1199

SAMPLE TITLE BLOCK

LAND IN

WHEREVER, ME

PORTLAND TERMINAL COMPANY

TO

WHATEVER CORPORATION CO. INC.

SCALE: 1" = 40'

DATE: January 2, 2008

EXHIBIT "D"

Additional Provisions

29. Buyer shall have until September 21, 2012 to obtain from the appropriate governmental authorities which may include, but shall not be limited to, state, local, county and federal agencies all governmental approvals, permits, variances and consents (collectively, the "Buyer Approvals") that Buyer deems necessary, in Buyer's sole discretion, or that any governmental authority having jurisdiction over the Premises intended use of the Premises, including, without limitation, the following: zoning, subdivision, conditional use and special permit approvals, variances, Harbor Commission approval, conservation commission's issuance of Order of Conditions, City Council approval, site plan approval by the planning board, wetland permits, soil erosion permits, NPDES permit, storm water drainage, and other governmental approvals required for the intended use. Buyer shall not be deemed to have obtained all of the Buyer's Approvals unless all of the Buyer's Approvals have been issued in final, unconditional and unappealable form without an appeal having been filed and if an appeal has been filed, same has been adjudicated in favor of Buyer. If the Buyer Approvals are not granted by the September 21, 2012, then, Buyer shall have the option to either i) close on the acquisition of the Premises in accordance with the terms of this Agreement; ii) terminate this Agreement in which event this Agreement shall become null and void and the Seller shall retain ten (10%) percent of the Deposit with the balance of the Deposit being refunded to Buyer; or (iii) Buyer may elect to extend the Closing Date in accordance with Paragraph 30, below.

30. In the event that the Buyer has not received all Buyer Approvals, the Buyer shall have four (4) options to extend the Closing Date, with each such extension consisting of ninety (90) day intervals (the "Extension Period") as detailed below (the "Option to Extend"). In order to exercise each Option to Extend, the Buyer shall pay to the Seller an additional consideration of \$[REDACTED] and at least fifteen (15) days prior to either the original Closing Date or the termination of each Extended Period. The additional consideration(s) paid shall not be considered a deposit or credit, but considered an additional payment for the right to exercise each Option to Extend, and shall be non-refundable. In the event the Buyer exercises one or more Options to Extend, but does not receive the required Buyer Approvals during any or all of the Extension Periods, then Buyer may elect to terminate this Agreement in which case Seller shall retain ten (10%) percent of the Deposit and shall refund the balance of the Deposit to Buyer. The four (4) Options to Extend will be as follows:

1st Extension: If the Buyer agrees to pay an additional consideration of \$[REDACTED], the Closing Date shall be extended for ninety (90) days, to December 27, 2012. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on September 13, 2012 for the 1st extension to be in effect.

2nd Extension: If the Buyer agrees to pay an additional consideration of [REDACTED] Dollars, the Closing Date shall be extended for ninety (90) days, to March 27, 2013. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on December 12, 2012, for the 2nd extension to be in effect.

3rd Extension: If the Buyer agrees to pay an additional consideration of [REDACTED], the Closing Date shall be extended for ninety (90) days, to June 25, 2013. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on March 12, 2013 for the 3rd extension to be in effect.

4th Extension: If the Buyer agrees to pay an additional consideration [REDACTED] the Closing Date shall be extended for ninety (90) days, to September 23, 2013. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on June 10, 2013 for the 4th extension to be in effect.

31. Excepting from this conveyance any and all active tracks and track materials located within the limits of the subject parcel. Said conveyance is hereby made subject to the right of the Seller, its successors and assigns, to maintain said sections of active tracks and track material in their present location and to operate locomotives and cars thereon, and further, subject to the right of the grantor, its successors and assigns, to enter upon said above described parcel from time to time and at any all reasonable times in order to inspect, repair, relay, renew, maintain and remove said tracks and track material. However, the Seller shall not use the tracks for storage of cars that would block the access road to and from West Commercial Street. When the tracks are removed, this right will cease.

32. The Buyer's performance hereunder is subject to the title to the Premises being good, clear record and marketable and subject only to those easements, encumbrances and restrictions which: (i) are described in this Agreement, or (ii) do not substantially interfere with the Buyer's use of the Premises. The Buyer shall have a period of sixty (60) days from the date first written above to examine the title to the Premises and determine whether or not it complies with the provisions hereof. In the event the Buyer fails to so notify the Seller of any title defect existing as of the ending date of Buyer's title examination on or before the sixty fifth (65) day following the execution of this Agreement, the Buyer shall be conclusively deemed to have waived any objection to the title based upon said defect.

33. The [REDACTED] at Buyer's expense, have the right to perform geotechnical engineering tests on the Premises. The Buyer agrees to indemnify [REDACTED] cost, damage and expense arising in any way out of the presence or activities upon the Premises by the Buyer, said registered engineers or agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by Seller, the Buyer, said registered engineers, or the agents, servants, employees or contractors of the same, or by others. The Buyer shall

have a period of sixty (60) days from the date first written above to perform said geotechnical engineering tests on the Premises. The Buyer will notify the Seller of any geotechnical findings on or before the sixty fifth (65) day following the execution of this Agreement, or the Buyer shall be conclusively deemed to have waived any objection to the findings.

34. The Buyer, may, at Buyer's expense, construct and maintain a crossing over the tracks that are located on the Premises herein being conveyed. However, before the crossing is constructed, the location of the crossing has to be approved by the Seller in writing.
35. Like Kind Exchange: Post closing, Buyer intends to include the Premises as part of a 1031 tax deferred exchange, and may assign this contract to an intermediary prior to closing if required in connection therewith, at no cost, expense or liability to the Seller.

ATTACHMENT B

**Lease Option Agreement with
Northern Utilities, Inc.**

OPTION AGREEMENT

This Option Agreement ("Agreement") is made as on this ___ day of June, 2012 (the "Effective Date") by and between Northern Utilities, Inc., d/b/a Unutil, a New Hampshire corporation with a mailing address of 6 Liberty Lane West, Hampton, N.H. 03842 ("Unutil"), and New Yard, LLC, a Maine limited liability company with a mailing address of 58 Fore St., Portland, Maine, 04101 ("New Yard").

1. Purpose of Agreement: The purpose of this Agreement is:

(a.) to provide New Yard an option to lease Unutil's waterfront property at 40 West Commercial Street, Portland, Maine ("Property") for a term of 50 years, for the purpose of operating a boatyard storage, repair and mooring facility ("Boatyard Facility"); and,

(b.) to enable Unutil to complete the environmental remediation under the terms of its Voluntary Response Action Program remediation plan, as amended consistent with the development of New Yard's Boatyard Facility ("Amended VRAP remediation plan"), and to obtain from the Maine Department of Environmental Protection ("DEP") a Certificate of Completion of the Amended VRAP remediation plan in a timely and cost effective manner after the Lease commences, so as to minimize remediation costs for Unutil's ratepayers.

2. Property Description:

All of Unutil's right, title and interest to the property located at 40 West Commercial Street, Portland, Maine, as identified by the City of Portland as Lots 2, 5, 6, 9 and 10 on the City Tax Assessment Map # 59, and further described as follows:

(a.) the property shown on a March 1, 1985 Survey prepared by H.I. and E.C. Jordan for Northern Utilities; a legal description of the Property's inland parcels; and Unutil's right, title and interest in and to all easements and other appurtenances appertaining thereto, all as shown and described in Schedule 1, attached hereto and made a part hereof (the "Land"); and,

(b.) Unutil's fixtures and improvements located on the Land (the "Improvements", and together with the Land, the "Real Property"), and Unutil's personal property located on the Land (the "Personal Property"), excluding, however, the items listed on Schedule 2, attached hereto and made a part hereof (the "Excluded Assets");

(c.) the March 15, 2003 lease over part of the Property to EnergyUSA Propane ("Propane Lease"), as modified by an amendment made May 4, 2012, with EnergyUSA Propane's successor, NGL-NE, LLC ("Propane Lease Amendment"), a copy of which is attached as Schedule 3, by which EnergyUSA Propane released its Propane Lease option over most of "Option Area C" and a portion of "Option Area B-2" and by which Unutil has enabled EnergyUSA Propane to exercise its lease option to acquire Unutil's three propane tanks on the

Property and to extend its leasehold to Option Area B-1 and the remainder of Option Area B-2, including where the three propane tanks are located; and,

(d.) Unitil's State of Maine Submerged Lands Lease dated October 29, 1992, as it may be amended during the Option Period.

3. Option:

(a.) Deposit: As of the Effective Date, New Yard has paid Unitil a deposit in the amount of [REDACTED] ("Option Payment"), for an option to lease the Property in accordance with the terms as shall be set forth in the New Yard Lease, and as are described in Paragraph 6, and Unitil accordingly GRANTS New Yard such option ("Option"). The [REDACTED] shall be credited against the Rent for the Lease, but is non-refundable, even in the event of no closing on the Lease for any reason, except pursuant to the provisions of Paragraph 6 (i).

(b.) Option Period: The Option period commences as of the Effective Date and extends to December 31, 2014 ("Option Period").

(c.) New Yard's Site Plan to include both its Boatyard Facility Plan and Unitil's VRAP Environmental Remediation Plan: During the Option Period, Unitil and New Yard will collaborate to develop a joint Boatyard Facility and Amended VRAP remediation design for the Property ("the Plan"), for permitting review and approval by all necessary local, state and federal regulatory authorities for the remediation, construction, and operation of the Boatyard Facility. New Yard will be responsible for the engineering and design of the Boatyard Facility and all costs related to its permitting, construction and operation, including relocation of any of Unitil's facilities to accommodate the Boatyard Facility, in accordance with the provisions of Paragraph 6 (j.). Unitil will be responsible for the engineering and redesign of its current VRAP remediation plan to adapt it to the Boatyard Facility design, all costs related to obtaining an Amended VRAP remediation plan in accordance with the Plan, and all costs to relocate its facilities to implement Unitil's existing facility maintenance, improvement or decommissioning plans, in accordance with the provisions of Paragraph 6 (j.). The parties intend that, upon commencement of the Lease, Unitil will implement most remediation measures in the Amended VRAP remediation plan in the course of and simultaneous with New Yard's development of the Property as a Boatyard Facility, and will implement the remainder of the remediation measures within two years of the commencement of the Lease. In implementing the remainder of the remediation measures within such two year period, Unitil shall not interfere with the operation of the Boatyard Facility. It is the intent of the parties to design the Boatyard Facility so that many of Unitil's remediation measures will overlap with and be incorporated into New Yard's construction of its Boatyard and will be implemented as a by-product of New Yard's construction of the Boatyard Facility.

(d.) Closing on Lease within 30 days of New Yard's receipt of all necessary Boatyard Facility Permits, and Unitil's obtaining an amended VRAP remediation plan: New Yard shall close on the Lease, and the Lease shall commence on or before 30 days of:

(i.) New Yard's receipt of all permits necessary to develop and operate a Boatyard Facility on the Property in accordance with the Plan, including, without limitation, permits from the City of Portland, DEP, U.S. Army Corps of Engineers and the Portland Harbor Commissioner; and,

(ii.) New Yard's receipt of an amended Submerged Lands Lease from the State of Maine in accordance with the Plan; and,

(iii.) Unitil's obtaining DEP approval of an Amended VRAP remediation plan, and related "No Further Action Assurance" letter based on the Plan, and obtaining DEP approval of the development and operation of the Boatyard Facility prior to Unitil's completing the Amended VRAP remediation plan.

The parties shall close on the lease when the conditions of this subsection (d.) are met, irrespective of any time remaining in the Option Period.

(e.) The Property is Optioned in "As-Is" Condition: In giving New Yard an Option to Lease the Property, Unitil makes no representations or warranties concerning the condition of the Property, including, without limitation, its environmental or physical condition, or its compliance with any laws, rules or regulations, including without limitation, environmental laws, rules or regulations, or its suitability for its current use or New Yard's proposed use, or the status of its title, other than pursuant to the provisions of Paragraph 6 (i).

New Yard expressly agrees that the optioned Property is "AS IS WHERE IS" with all faults and that, in entering into this Agreement, it is relying solely on its own opinions and the opinions of its agents and consultants as to the condition of the Property, the compliance of the Property with any and all laws, rules and regulations, including without limitation environmental laws, rules and regulations, the suitability of the Property for its current use and New Yard's proposed use, and the status of the title to the Property.

4. New Yard Access to Property and Liability during Option Period:

(a.) Access to Investigate Site. New Yard and its agents, employees, and contractors shall have the right to access the Property at reasonable, mutually-agreed-upon times, to enable it to conduct such surveys, inspections, non-invasive investigations, assessments, and studies as it deems necessary for it to assess the Property for purposes of planning and designing the Boatyard Facility ("Investigations"). New Yard shall notify Unitil in writing of any intention it may have to excavate, sample, or otherwise disturb the Property, and must obtain Unitil's written consent, which shall not be unreasonably withheld, prior to commencing such activities. New Yard acknowledges that it is aware of existing environmental conditions at and near the Property and that there are publicly available files containing Environmental Reports submitted to governmental agencies regarding the existence of Hazardous Substances regulated under Environmental Laws. Until Unitil completes the work required of it by the amended VRAP, New Yard undertakes activities on or around the Property at its own risk.

(b.) Access Subject to Tenant's Rights. New Yard acknowledges that its right to access the Property is subject to the rights of Unitil's Tenant, EnergyUSA Propane, over a portion of the Property, in accordance with the terms of the Propane Lease. New Yard agrees to conduct any Investigations without interfering with EnergyUSA Propane's leasehold rights, except as permitted in advance by Tenant.

(c.) New Yard's Duty to Repair. New Yard agrees that it will promptly repair any physical damage to any property that may result from its exercise of its rights under this Paragraph.

(d.) New Yard's Indemnification of Unitil Group. New Yard agrees to release, defend, protect, indemnify, and hold harmless Unitil, its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents, and trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Property, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns (collectively, the "Unitil Group"), from and against any and all claims, demands, causes of action, losses, damages, liability, injunctions, suits, actions, fines, penalties, and demands of any kind or nature, assessments, charges, administrative and judicial proceedings and orders, judgments, and costs and expenses (including reasonable attorneys' fees) ("Claims"), by New Yard or its members, principals, directors, affiliates, employees, contractors, subcontractors, agents or invitees or by any other third party or governmental entity, that may be threatened, filed or otherwise incurred against the Unitil Group to personal injury, bodily injury, death, property damages, and related costs and expenses arising out of the activities or omissions of New Yard, its members, principals, directors, affiliates, employees, contractors, subcontractors, agents, or invitees on the Property. New Yard's indemnification applies to claims asserted by New Yard's employees and agents without regard to any immunity that New Yard may have under workers compensation laws, which immunity is hereby waived to the extent necessary to effectuate this access indemnification. The provisions of this paragraph as to any Claims that may have arisen during the Option Period shall survive the Closing on the Lease, Sale or other transfer of the Property and any termination of this Agreement. New Yard shall require each contracting, subcontracting, and agency entity, on behalf of itself and its employees, or other New Yard invitee entering the Property during the Option Period, to provide a written release of any claims against the Unitil Group in the form attached hereto as Schedule 4. The indemnity provisions of this subsection (d.) shall extend to any activity by New Yard involving its use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow, and/or presence of a Hazardous Substance on, under, from, to, or about the Property.

(e.) New Yard Liability Insurance. New Yard shall maintain Commercial General Liability (CGL) insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Property in the following minimum amounts: one million (\$1,000,000,00) dollars each occurrence; two million (\$2,000,000,00) dollars general aggregate. New Yard shall provide a Certificate of Insurance to Unitil upon commencement of the Option Period. The insurance shall in no event extend to or

affect New Yard's independent indemnification liability. The insurance policy required herein shall:

- (i) be issued by insurance companies licensed to do business in the state of Maine with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date New Yard obtains or renews insurance; [REDACTED]
- (ii) name the Unitil Group as an additional insured; [REDACTED]
- (iii) provide that the insurance not be canceled or [REDACTED] changed in the scope or amount of coverage unless thirty (30) days' advance notice is given [REDACTED];
- (iv) consist of a primary policy, not as contributing with, or in excess of, any coverage that Unitil or the Unitil Group may carry;
- (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (vi) be written on an "occurrence" basis; and
- (vii) be maintained during the entire Option Period and any extensions thereof.

5. Confidentiality:

(a.) Records provided by Unitil. New Yard agrees to maintain confidentiality as to all records, materials, or other information, provided by Unitil during the Option Period that Unitil shall designate, mark or otherwise indicate in writing as confidential, whether provided electronically or in hard copy form.

(b.) Records created by New Yard. New Yard agrees to maintain confidentiality as to all records, materials, or other information, created during the Option Period by it, its agents, employees or contractors that are related to the environmental condition of the Property unless Unitil waives such confidentiality.

6. Summary of Lease:

In accordance with the terms of Paragraph 3(d.), the Lease shall commence within 30 days of New Yard's receipt of all necessary Boatyard Facility permits and Unitil's obtaining an Amended VRAP remediation plan in accordance with the Plan.

The terms of the Lease include but are not limited to:

(a.) Term, Scope and Minimum Usable Acreage. The Lease shall be a 50 year ground lease for New Yard to operate a Boatyard Facility subject to certain environmental restrictions and affirmative obligations. The Property includes approximately 3.5 acres (exclusive of the submerged land area) that is both usable to New Yard and unencumbered by leases or easements that would prevent

New Yard's intended use of the property as a Boatyard Facility. The Lease provides New Yard an option to extend the Lease for two additional renewal periods of 25 (Twenty-Five) years each, for the amount of \$1.00 (One Dollar) on the same Lease terms and conditions, and includes an option for New Yard to purchase the Property in accordance with the terms described in the Lease and in subsection (c.) of this Paragraph.

(b.) Rent: The rent for the Property is [REDACTED] for the 50 year term, to be paid in full at the commencement of the Lease, and all annual property taxes, assessments and other costs related to the Property, as further described in subsections (n.) and (o.) of this Paragraph. New Yard's rent payment is not contingent on its securing financing. The [REDACTED] Option Deposit described in Paragraph 3(a.) shall be credited against the [REDACTED] payment.

(c.) Option to Purchase after VRAP Completion: The Lease shall include an option to New Yard to purchase the Property for \$1.00 (One Dollar), at any time, whether during the Lease's initial term or a renewal term ("Option to Purchase"), after the fulfillment of the following contingencies: (i.) the DEP issues to Unitil the Amended VRAP remediation plan Certificate of Completion; (ii.) and New Yard assumes all environmental liability for the Property, and indemnifies Unitil for all future claims related to the Property, subject to the environmental covenants, liability insurance and off-site scope of liability and indemnification provisions that the parties shall hereafter negotiate during the Option Period for inclusion in the Lease's said Option to Purchase.

(d.) Propane Lease Assigned to New Yard: The Lease includes the area subject to the Propane Lease, as amended by Schedule 3, and shall assign the Propane Lease to New Yard.

(e.) New Yard to Sublease to Unitil the Gas Transmission Equipment Area on the Property: New Yard agrees to sublease (or in the event of New Yard's purchase of the Property, shall lease) to Unitil the building and its surrounding land now used by Unitil for gas transmission equipment ("Equipment"). Unitil shall pay the prorated amount of property taxes and assessments applicable to the subleased (or leased) area and shall add New Yard as an insured to its liability insurance policy as its interests may appear, as applicable to the Equipment and area retained by Unitil for its operations.

(f.) Restrictions on Use to Protect Gas Facilities: New Yard's use of the Property shall be subject to certain restrictions to protect Unitil's gas transmission facilities, including Unitil's underground pipelines. At such time as New Yard purchases the Property, a protective natural gas facility easement and/or covenant will be reserved by, and/or conveyed to, Unitil.

(g.) Access and Reserved Right. Unitil reserves all rights necessary to continue to operate, maintain, repair, replace, and improve its existing pipeline and other gas facilities on the Property, and to enter the Property to remediate and monitor the Property's environmental condition as may be required by the Amended VRAP remediation plan and the Certificate of Completion or as deemed necessary and appropriate in Unitil's sole discretion. These Lease rights will continue as deeded rights and reservations in the event that New Yard purchases the Property.

(h.) Lease subject to Easements, Conditions and Environmental Covenants: New Yard acknowledges that its rights under the Lease and its use of the Property will be subject to all existing easements, conditions, restrictions and other matters of record affecting the Property, and will be further subject to restrictive and affirmative environmental provisions and covenants specified in the Amended VRAP remediation plan and the accompanying Certificate of Completion when issued by the DEP, and such further restrictive and affirmative environmental covenants independently specified by Unitil so as to limit human exposure to any remaining contaminated soil and ground water ("Environmental Covenants"), including the following limitations and covenants:

1. No activity may occur on the Property that may interfere with the implementation of the remedial action described in the Amended VRAP remediation plan or the continued protection of human health and the environment, without Unitil's prior approval;
2. No activity may occur on the Property, without Unitil's prior approval, that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the remedial action, or creates a new exposure pathway;
3. The Property shall not be used for day care centers, educational facilities, health care facilities, parks and outdoor recreational uses, residential or hotel or other human habitation purposes of any kind or density, whether permanent or temporary, without Unitil's prior approval. The use of the Property is limited to industrial utility and marine uses, including such uses as a boatyard storage and repair facility and a propane storage and distribution facility.
4. No excavation may occur on the Property without Unitil's prior approval. All excavation approved by Unitil shall be performed in accordance with the Property's Soil Management Plan. This prohibition does not apply to the excavation permitted in accordance with New Yard's Boatyard Facility Site Plan in accordance with Unitil's Amended VRAP remediation plan.
5. No groundwater may be extracted or otherwise taken, including groundwater extraction wells, for any purpose, including, without limitation, domestic, agricultural or any other use, without Unitil's prior approval.
6. No structure may be constructed, altered, modified, or removed in any manner that may result in the release or exposure to the environment of contaminated soil or create a new exposure pathway without prior approval from Unitil.
7. No activity may occur on the Property that may result in the release or exposure to the environment of contaminated soil without the prior approval of Unitil, including excavating, drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing

capability, piercing the surface with a rod, spike or similar items, or bulldozing or earthwork.

8. New Yard shall implement and enforce rules applicable to any person on the Property, including without limitation employees and licensees, to prevent their exposure to soil and water, including without limitation, such activities as swimming and picnicking, and shall prominently post such rules as set forth in Schedule 7.

As to the above subparagraphs 1-8, Unitil's prior approval shall not be unreasonably withheld and time is of the essence. Unitil shall be deemed to have approved any action described in this subparagraph (h.) should it fail to respond within 30 days of receipt of New Yard's certified written request in accordance with the provisions of Paragraph 8, that Unitil approve such action. In determining the reasonableness of any denial, the parties shall consider whether such action is allowed under the terms of the Amended VRAP remediation plan and its Certificate of Completion or any other state or federal regulation.

(i.) Unitil to Remediate the Property Within Two Years of the Lease: Within two years of the commencement of the Lease, and so long as New Yard completes that part of its Boatyard Facility construction that relates to the Amended VRAP remediation plan within a year of commencement of the Lease, Unitil shall fulfill the remediation measures specified in the Property's Amended VRAP remediation plan sufficient to qualify the Property for a DEP Certificate of Completion. Should Unitil fail to obtain the Certificate of Completion within the two year period for reasons solely within its control, New Yard may elect to terminate the Lease, upon written notice to Unitil, and within a year of receipt of such notice of termination, Unitil shall return to New Yard the amount of \$1,100,000 (One Million and One Hundred Thousand Dollars) and the cost of any New Yard improvement to the Property that New Yard and Unitil may mutually agree, in a subsequent executed instrument, to be reimbursable under this subsection. Upon Lease termination, all fixtures and any implemented feature related to the remediation measures specified in the Property's Amended VRAP remediation plan shall remain with the Property and revert to Unitil, as well as any other structure or feature that the parties shall further specify in the Lease. New Yard may elect to extend the two-year deadline to provide Unitil additional time to obtain the Certificate of Completion.

(j.) New Yard and Unitil will Co-ordinate on the Development of the Boatyard Facility and the Amended VRAP Remediation: Allocation of Tasks and Costs: Upon commencement of the Lease, New Yard will immediately develop the Boatyard Facility in accordance with the Plan, and Unitil will coordinate with New Yard to complete those remediation measures on the Property that are appropriate for implementation simultaneous with the Boatyard Facility development.

Unitil will not be responsible for dredging the shoreline to improve accessibility by any vessel, or for the installation of any pier, travel lift or other structure, barrier, utilities or paving or storm water management plan that is part of the Boatyard Facility. Unitil shall be responsible for such measures not otherwise part of the Boatyard Facility development that will help contain and direct contaminants in accordance with the Amended VRAP remediation plan based on the

Plan, such as grading the Property with drainage swales and retention ponds, removing and capping soil, and installing shoreline barriers or liners, to the extent these aspects of the development were not otherwise required of New Yard. New Yard and Unitil shall allocate between them the cost of relocating any of Unitil's natural gas facilities in accordance with the cause of such relocation: whether to accommodate New Yard's Boatyard Facility construction, or to implement Unitil's existing facility maintenance, improvement or decommissioning plans. The allocation between New Yard and Unitil of each party's respective tasks and costs to implement the Plan shall be further specified in a mutually acceptable manner in an attachment to the Lease.

(k.) Regulatory Compliance: New Yard shall be obligated under the Lease to develop and operate its Boatyard Facility in compliance with all local, state and federal permits and regulations.

(l.) Liability of New Yard/Indemnification of Unitil/Liability Insurance:

(i.) New Yard Release. New Yard acknowledges that it is aware of existing environmental conditions at and near the Property and that there are publicly available files containing Environmental Reports submitted to governmental agencies regarding the presence of Hazardous Substances regulated under Environmental Laws. New Yard also acknowledges that Unitil is required by governmental agencies to conduct remediation activities and to impose activity and other restrictions upon the Property during the Lease Term after approval of the Amended VRAP Remediation Plan. New Yard agrees that its leasehold is subject to all such activities and restrictions and that New Yard intends to lease the Property at its own risk. New Yard hereby releases and waives any right of recovery against Unitil, its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents (collectively "Unitil Group") for any personal injury, bodily injury, death, property damage or business damage, including consequential damage, claims, demands, causes of action, losses, damages, liability, costs and expenses that New Yard or its contractors, subcontractors, employees, agents or invitees may incur relating to the condition of the Property during the Lease term other than for conditions caused by Unitil's ongoing remediation of the Property or failure to comply with VRAP requirements and except as otherwise provided in subsection m. below. New Yard shall require each contracting, subcontracting, and agency entity, on behalf of itself and its employees, or other New Yard invitee entering the Property during the development of the Property as a boatyard, to sign acknowledgment of receipt of a contaminated site/safety rules notice in the form attached hereto as **Schedule 5**. At such time as the boatyard is developed and open for business, New Yard may elect to post clearly visible contaminated site/safety rules notices on the Property using the notice language stated in the attached **Schedule 6**, as an alternative to obtaining acknowledgments of receipt of the **Schedule 5** notice. Any immunity provided under workers compensation laws with regard to claims by New Yard employees or agents is hereby waived. New Yard's release herein shall survive termination of the Lease, Sale or other transfer of the Property.

(ii.) New Yard Indemnification (Third Party Claims). New Yard shall defend, protect, indemnify and hold harmless the Unutil Group and all trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Property, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns, from and against any personal injury, bodily injury, death or property damage claims, injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, action, fines, penalties and demands of any kind or nature, including reasonable attorneys' fees, arising directly or indirectly in whole or in part from: (i) incidents occurring on the Property during the term of the Lease except as otherwise provided in subsection m. below; (ii) any act or omission, whether or not such act or omission is willful or negligent, on the part of New Yard or its agents, employees or contractors or invitees relating, directly or indirectly, to use or activities on the Property; or (iii) any breach or default in the performance of any term, condition or obligation imposed upon New Yard by the Lease, including without limitation the obligations imposed through the Environmental Covenants. This indemnification extends to any and all claims or demands for personal injury, bodily injury, death or property damage by New Yard's employees, agents, contractors or invitees. Any immunity that New Yard may have under workers compensation laws with regard to its employees is hereby waived for purposes of this indemnification. This indemnification is independent of any insurance obligations imposed under the Lease and shall survive termination or expiration of the Lease, or Sale or other transfer of the Property. This indemnity does not extend to governmental or other claims concerning environmental conditions that existed on the Property before commencement of the Lease. After commencement of the Lease, this indemnity shall extend to governmental claims concerning environmental conditions on the Property ("Government Environmental Claims") arising from actions by New Yard, its employees, agents, contractors or invitees or arising from New Yard's failure to comply with the Lease's Environmental Covenants, but shall not otherwise extend to Government Environmental Claims. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(iii.) New Yard Indemnification (Hazardous Substances). New Yard shall defend, protect, indemnify and hold harmless the Unutil Group and all trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Property, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns, from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, action, fines, penalties and demands of any kind or nature, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind, including reasonable attorneys' fees, arising from any activity undertaken by New Yard or its employees, agents, invitees, contractors, subcontractors or agents involving the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow, and/or presence of a Hazardous Substance on, under, from, to, or about the Property created or

caused by New Yard or its employees, agents, invitees, contractors, subcontractors or agents, or any other activity carried on or undertaken on or off the Property by New Yard or its employees, agents, invitees, contractors, subcontractors or agents in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time during the Lease term. This indemnification does not extend to governmental or other claims concerning environmental conditions that existed on the Property before the commencement of the Lease. After commencement of the Lease, this indemnity shall extend to governmental claims concerning environmental conditions on the Property ("Government Environmental Claims") arising from actions by New Yard, its employees, agents, contractors or invitees or arising from New Yard's failure to comply with the Lease's Environmental Covenants, but shall not otherwise extend to Government Environmental Claims. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(m.) Liability of Unitil/Indemnification of New Yard/Liability Insurance:

(i) Unitil Indemnification for Governmental Claims. As landlord, Unitil will be responsible for completing the environmental remediation of the Property as described in the Amended VRAP remediation plan and, subject to the terms of Paragraph 6 (l.) above, will retain liability relating to any remedial obligations as to the environmental condition of the Property as that condition existed before the Lease commenced (pre-Lease Environmental Conditions"). Unitil agrees to protect, defend, and hold harmless, New Yard and its officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors and assigns (collectively "New Yard Group") from and against any governmental claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to alleged liability on the part of New Yard for environmental conditions existing at the Property before commencement of the Lease, to the extent that such government claim for alleged liability is based upon pre-Lease Environmental Conditions at the Property not related to New Yard use and activities at the Property. This indemnity does not extend to the acts or omissions of New Yard or its employees, contractors, subcontractors or agents or to liability for violation of Environmental Laws unrelated to conditions that existed at the Property before commencement of the Lease or to New Yard's failure to comply with the Lease's Environmental Covenants. The scope of the indemnity obligations contained in this paragraph includes, but is not limited to: (a) all damages and consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial, or other required plans, including without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State of Maine or response costs

incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Maine law; and (iii) the cost and expenses of abatement, correction, or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(ii.) Unitil Indemnification for Injury and for Property Damage. Unitil agrees to protect, defend, and hold harmless, New Yard and its officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors and assigns (collectively "New Yard Group") from and against any third party claims, demands or causes of action for bodily injury, personal injury, death, or property damage to the extent that willful or negligent acts or omissions undertaken by Unitil after commencement of the Lease caused such damage, arising out of Unitil's remediation activities on the Property, failure to comply with its VRAP obligations or its continuing use of its natural gas facilities located on the Property. This indemnification does not extend to claims, demands or causes of action resulting from the willful or negligent acts or omissions of New Yard or from New Yard's breach of any Environmental Covenants or other Lease terms, restrictions or obligations imposed upon New Yard. When the claim is caused by the joint negligence or willful misconduct of Unitil and New Yard or Unitil and a third party unrelated to Unitil, except Unitil's agents, employees, or invitees, Unitil's duty to defend, indemnify, and hold New Yard harmless shall be in proportion to Unitil's allocable share of the joint negligence or willful misconduct. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(n.) Notice of Claims. In the event that any member of the Unitil Group or the New Yard Group (each an "Indemnified Group") has presented against it a demand, claim, or written notice, which demand, claim, or written notice constitutes or asserts a matter with respect to which such member of an Indemnified Group is entitled to be indemnified (a "Claim"), then and in such event, the party receiving such Claim (the "Indemnitee") shall timely notify the party obligated to provide such indemnity (the "Indemnitor") in writing of the receipt of such Claim (a "Claim Notice"). The failure of an Indemnitee to provide timely Claim Notice, so as to avoid prejudice to the Indemnitor shall terminate the obligations of Indemnitor with respect thereto. With respect to any Claim, the Indemnitor shall have the opportunity to defend the Indemnitee with counsel reasonably acceptable to the Indemnitee. The Indemnitor shall be entitled to effectuate, at its sole cost and expense, a settlement of the Claim, provided that the Indemnitor obtains a complete release in favor of the Indemnitee and all members of Indemnitee's Indemnified Group with respect to such Claim. Each current or future member of an

Indemnified Group is hereby designated as a third-party beneficiary with the independent right of enforcement.

(o.) New Yard Liability Insurance. During the Lease term and any renewal periods, New Yard shall maintain General Liability (CGL) insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Property in the following minimum amounts: one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate, with such minimums to be periodically adjusted over the Lease term to account to assure equivalent value in coverage. New Yard shall provide a Certificate of Insurance to Unitil at least 10 days before commencement of the Lease and before each renewal period. The insurance shall in no event extend to or affect New Yard's independent indemnification liability. The insurance policy required herein shall:

- (i) be issued by insurance companies with general policyholder's ratings of at least B+;
- (ii) name the Unitil Group as an additional insured;
- (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to Unitil;
- (iv) consist of a free-standing policy, not as contributing with, or in excess of, any coverage that Unitil or the Unitil Group may carry;
- (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (vi) be written on an "occurrence" basis; and
- (vii) be maintained during the entire Lease term and any extensions thereof.

(p.) New Yard Building Insurance. During the Lease term, New Yard shall keep any buildings or structures on the Property, including improvements thereto, insured against damage and destruction by fire, vandalism, and other perils, so called "All Risks" perils in such amounts and coverages as New Yard in its sole discretion may determine.

(q.) Unitil Liability Insurance. During the Lease term and any renewal periods, Unitil shall maintain General Liability (CGL) insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Property in the following minimum amounts: one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate, with such minimums to be periodically adjusted over the Lease term to account to assure equivalent value in coverage. Unitil shall provide a Certificate of Insurance to New Yard at least 10 days before commencement of the Lease and before each renewal period. The insurance shall in no event

extend to or affect Unitil's independent indemnification liability. The insurance policy required herein shall:

- (i) be issued by insurance companies with general policyholder's ratings of at least B+;
- (ii) name New Yard as an additional insured;
- (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to New Yard;
- (iv) consist of a free-standing policy, not as contributing with, or in excess of, any coverage that New Yard may carry;
- (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (vi) be written on an "occurrence" basis or subject to a reasonable self-insured retention basis; and
- (vii) be maintained during the entire Lease term and any extensions thereof.

(r.) Parties' Evidence of Insurance. By the commencement of the Lease term and upon each renewal of its insurance policies, New Yard and Unitil shall give certificates of insurance to the other party. Each certificate shall specify amounts, types of coverage and any required waiver of subrogation and insurance criteria. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If either party fails to give the required certificate within thirty (30) days after notice of demand for it, the other party may obtain and pay for that insurance and receive reimbursement from the party required to have the insurance.

(s.) Property Leased in "As-Is" Condition:

The Lease shall provide as follows:

Unitil makes no representation or warranty concerning the condition of the Property, including without limitation the condition of the Property, including without limitation, the environmental or physical condition thereto, or the compliance of the Property with any or all laws, rules and regulations, the suitability of the Property for its current use or New Yard's proposed use. Unitil also makes no representation or warranty concerning the completeness or accuracy of any surveys, plans, environmental reports, assessments, data or other information it may have provided or will provide, which information is being provided as a courtesy. Unitil is making no representations or warranties concerning any aspect of the Property, including its condition, other than pursuant to the provisions of Paragraph 6 (i). New Yard therefore acknowledges and agrees that it relies or will be relying on such information at its sole risk.

New Yard expressly agrees that the Property is being leased "as is, where is," with all faults, and that New Yard is relying solely on its own opinions and the opinions of New Yard's agents and consultants as to the condition of the Property, the compliance of the Property with any and all laws, rules and regulations, including without limitation environmental laws, rules and regulations, the suitability of the Property for its current use and for New Yard's proposed use.

(t.) New Yard to Pay Property Expenses and Taxes: New Yard, as tenant, will pay all costs related to the Property, including property taxes and assessments, excepting taxes on Unitil's and/or Propane's improvements and personalty (such as its underground pipeline and the gas transmission building and any other property stored at the Property, and real estate taxes on the areas subject to the sublease back to Unitil over which Unitil and/or Propane will maintain control). In the event New Yard fails to pay property taxes or other fees and costs, or causes liens to be filed on the Property, Unitil may elect to pay such taxes, fees or costs and seek reimbursement and costs and damages from New Yard. In the event New Yard fails to pay taxes and assessments for more than two years (unless it is lawfully disputing those costs with the City of Portland), or defaults as to any of its obligations beyond applicable notice and cure periods Unitil may terminate the Lease, with any lease provisions relating to Unitil's rights and New Yard's obligations to Unitil to survive the termination.

(u.) New Yard Responsible for Property Maintenance Expenses: New Yard, as tenant, shall be responsible for all expenses related to the Property, including utilities, grading, plowing, sanding, trash collection, and all fees and charges assessed against the Property, except for the areas under the control of Unitil and/or Propane.

(v.) Unitil Responsible for Any Environmental Monitoring and Further Remediation of Property: Unitil, as landlord, shall be responsible for all costs to fund any monitoring and further remediation of the Property as may be required by the DEP under the terms of the Amended VRAP remediation plan, and its Certificate of Completion except that Unitil's obligation to fund, monitor and remediate shall terminate upon New Yard's purchase of the Property.

7. Brokerage Fees:

New Yard has retained Tony McDonald of CB Richard Ellis/The Boulos Company as its agent in the Lease transaction. Unitil has engaged Frank O'Connor of the Dunham Group as its agent in the Lease transaction. Unitil agrees to pay CB Richard Ellis/The Boulos Company [REDACTED] from the Lease proceeds at closing. Unitil shall not be responsible for any other New Yard brokerage fees or charges related to this transaction.

8. Notices:

Any notice relating in any way to this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, or by recognized overnight courier service which provides evidence of delivery (such as Federal Express) addressed to New Yard or Unitil at the address and to the person listed for such party below, and such notice shall be deemed delivered when so delivered by hand, or when so posted or when so deposited with

such overnight courier. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed in the first paragraph of this Agreement.

UNITIL: Northern Utilities, Inc. d/b/a Unitil
Mark H. Collin, Treasurer
6 Liberty Lane West
Hampton, NH 03842

Copy to:
Peggy McGehee
Perkins, Thompson
One Canal Plaza
P.S. Box 426
Portland, ME 04112

NEW YARD: New Yard, L.L.C.
Phineas Sprague
58 Fore Street
Portland, ME 04101

Copy to:
Peter Plumb,
Murray, Plumb and Murray
P.O. Box 9785
75 Pearl Street
Portland, ME 04104

9. Miscellaneous:

(a.) Entire Agreement: This Agreement and attached Schedules contain the entire agreement of the parties with respect to the subject matter that it covers, and supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties which are fully merged herein. Except as otherwise specifically provided in this Agreement, no conditions, usage of trade, course of dealing or performance, understanding or agreement ~~part of this~~ modify, vary, explain or supplement the terms or conditions of this Agreement will be binding unless hereafter made in writing and signed by the party to be bound, and no modification will be effected by the acknowledgment or acceptance of documents containing terms or conditions at variance with or in addition to those set forth in this Agreement, except as otherwise specifically agreed to by the parties in writing.

(b.) Amendments, Waivers: This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term,

covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant representation or warranty. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

(c.) Agreement Binds Successors; Waiver; Entire Agreement; Governing Law: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Except as otherwise provided in this Agreement, any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine, without regard or reference to its conflict of laws principles.

(d.) Assignment: This Agreement and any rights and obligations hereunder shall not be assignable or transferable by New Yard (including by operation of law in connection with a merger or sale of stock, or sale of substantially all the assets) without the prior written consent of Unitil, except for purposes of providing New Yard, or its sole member, The Portland Company, an appropriate Exchange Property for the Lease pursuant to Section 1031 of the Internal Revenue Code. Any purported assignment without such consent shall be void and without effect.

(e.) No Third Party Beneficiaries: Except as provided with respect to indemnification as set forth in this Agreement, nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and their respective heirs, successors and permitted assigns.

(f.) Governing Law; Submission to Jurisdiction: This Agreement and the obligations of New Yard and Unitil shall be governed by and construed and enforced in accordance with the substantive and procedural laws of the State of Maine, without regard to rules on choice of law or to conflict of laws. Any action to enforce the terms, whether by arbitration or judicial decree, shall be brought in Cumberland County in the State of Maine. Each party hereto agrees that it shall submit to the jurisdiction of such arbitration or courts for purposes of actions to enforce the terms of this Agreement.

(g.) No Strict Construction: Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, New Yard and Unitil confirm that both they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person.

(h.) Representation by Counsel; Interpretation: New Yard and Unitil each acknowledge that it has been represented by its own counsel in connection with this Agreement and the

transactions contemplated herein. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

(i.) Expenses: New Yard and Unitil agree that, regardless of whether the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including without limitation legal, due diligence, accounting and investment banking fees and expenses, shall be paid by the party incurring such costs or expenses, except as otherwise specifically provided in this Agreement.


(j.) Headings: The section and paragraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

(k.) Severability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof nor the validity of the whole.

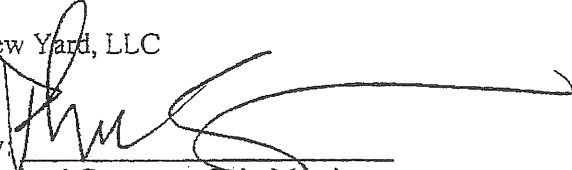
(l.) Counterparts: This Agreement may be executed simultaneously in one or more counterparts (including by means of facsimile signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

THE PARTIES SO AGREE THIS ___ DAY OF JUNE, 2012.

Northern Utilities, Inc., d/b/a Unitil

By: 
Mark H. Collin Treasurer
Northern Utilities, Inc. d/b/a Unitil

New Yard, LLC

By: 
Portland Company, Sole Member
Phineas Sprague, President.

List of Schedules
Option Agreement – Unitil and New Yard, LLC

- Schedule 1:** Survey and Property Description
- Schedule 2:** Excluded Assets
- Schedule 3:** Agreement and Modification of 2003 Lease between Unitil and NGL-NE, LLC
- Schedule 4:** Site Access Agreement
- Schedule 5:** Notice and Acknowledgement of Site Contamination and Safety Rules
- Schedule 6:** Notice: Environmental Remediation Site (with Notice to Contractors)
- Schedule 7:** Notice: Environmental Remediation Site (for Public)

SCHEDULE 1

Schedule 1 – Survey and Property Description
to Option Agreement between Unitil and New Yard, LLC

INLAND PARCEL 1:

A certain lot or parcel of land, with the buildings thereon, lying southerly of West Commercial Street, in said Portland, and westerly of Portland Bridge, so called, and bounded and described as follows:

Beginning at a point and monument on the line of the Portland Terminal Company location which said line was formerly the southerly line of the Maine Central Railroad Company location and which said point and monument are two hundred and forty (240) feet westerly of the center line of a passage-way leading from West Commercial Street to said Gas Company's works, thence easterly by said line of said Portland Terminal Company location, about five hundred and forty-seven (547) feet to the point of intersection of said line with the westerly boundary of the property of said Portland Terminal Company lying southeast of the lot hereby conveyed, thence southwesterly by said westerly boundary and by the line that was formerly the northerly location line of the Eastern division of the Boston and Maine Railroad in its southwesterly course toward Turner's Island, about five hundred and twenty (520) feet to the land of said Terminal Company lying southwest of the lot hereby conveyed, thence northwesterly by said Portland Terminal Company's land about three hundred and ninety-two (392) feet to the point begun at.

Meaning and intending hereby to convey a lot of land triangular in shape containing about one hundred and three thousand, five hundred and forty-six (103,546) square feet and being entirely surrounded by the land of said Portland Terminal Company.

INLAND PARCEL 2:

A certain lot of land in said Portland adjacent to the southwesterly side of land now occupied by the Gas Plant of said Portland Gas Light Company, situated southeasterly of West Commercial Street, opposite the foot of Beach Street, bounded as follows:

Beginning at a granite monument at the most southerly corner of said gas plant lot westerly of the formerly Portland Saco & Portsmouth Railroad; thence northwesterly along the southwesterly side line of said gas plant lot three hundred ninety-two and fifty-six hundredths (392.56) feet to a granite monument at the most westerly corner of said gas plant lot, this last mentioned monument being twenty-four and five tenths (24.5) feet southeasterly, measured at right angles, from the base line of location of the Portland & Kennebec Railroad Company, adopted May 1, 1865, and recorded in the Cumberland County Commissioner's Records of Railroad Locations, Book 1, Page 38; thence southwesterly on a straight line parallel with said base line of location, a distance of one hundred eighty and ninety-seven hundredths (180.97) feet to a concrete monument; thence southeasterly on a straight line parallel with and one hundred

sixty-five (165) feet distant southwesterly, measured at right angles from the aforesaid southwesterly line of said gas plant lot, a distance of four hundred thirty-five and seventy-six hundredths (435.76) feet to concrete monument; thence northeasterly on a straight line one hundred sixty-seven and nine tenths (167.9) feet to point of beginning containing sixty-eight thousand three hundred forty (68,340) square feet of land more or less.

Being the same premises conveyed to the said Gas Company by Portland Terminal Company by deed dated December 22, 1925 and recorded in said Registry of Deeds in Book 1222, Page 188.

[SHORELAND PARCEL NOT DESCRIBED: SEE SURVEY, PAGE 1]

PERMITTED EXCEPTIONS:

1. Rights and privileges in favor of the Proprietors of the Cumberland and Oxford Canal and the Portland, Portsmouth and Saco Railroad referred to in a deed from Caleb S. Hatch, Executor of the Estate of Sarah C. Smith, to Charles L. Clapp, dated February 4, 1807 and recorded in the Cumberland County Registry of Deeds in Book 195, Page 521, and in a deed from John Brackett to Charles L. Clapp, dated February 4, 1847 and recorded in the Cumberland County Registry of Deeds in Book 201, Page 265.

2. Rights and easements granted to Joseph McKeen and John Patten, as Trustees f/b/o the Kennebec and Portland Railroad, by James B. Brown, et al. in an instrument dated June 12, 1863 and recorded in the Cumberland County Registry of Deeds in Book 322, Page 194.

3. Condition regarding maintenance of a fence set forth in a deed from Portland Terminal Company to Portland Gas Light Company dated December 22, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1222, Page 188.

4. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Portland Gas Light Company in an instrument dated November 1, 1951 and recorded in the Cumberland County Registry of Deeds in Book 2070, Page 128.

5. Rights and easements granted to Central Maine Power Company by Portland Gas Light Company in an instrument dated January 6, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2276, Page 265.

6. Rights and easements granted to Koppers Company, Inc. by Portland Gas Light Company in an instrument dated June 7, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2963, Page 234.

7. Rights and easements granted to Central Maine Power Company by Northern Utilities, Inc. in an instrument dated September 2, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5061, Page 229.

8. The resting deed from Charles L. Clapp to Portland Gas Light Company dated December 13, 1849 and recorded in the Cumberland County Registry of Deeds in Book 35, Page 245 conveyed property by book and page references only. The first parcel conveyed in that deed contained an incorrect page reference of Page 397. The correct page reference should have been 379. This appears to be clearly a scrivener's error.

9. Access to the premises from Commercial Street across the land now or formerly of Portland Terminal Company was reserved by Portland Gas Light Company in a deed to Portland and Kennebec Rail Road Company dated October 6, 1865 and recorded in the Cumberland County Registry of Deeds in Book 346, Page 376 and in a deed to Maine Central Railroad Company dated May 5, 1897 and recorded in the Cumberland County Registry of Deeds in Book 648, Page 488.

10. The Grantor and Grantee indices in the Cumberland County Registry of Deeds were run for Portland Gas Light Company to December 28, 2001. As for Northern Utilities, Inc. as well as Bay State of New Hampshire, Inc. and Allied New Hampshire Gas Company, however, only the Grantor index was run from 1966, the date of the merger of Portland Gas Light Company with various other Maine corporations in which the surviving corporation was Northern Utilities, Inc., a Maine corporation, to December 28, 2001, and only instruments referencing property in Portland or referencing no property location at all were reviewed.

SCHEDULE 2

Schedule 2 – Excluded Assets
to Option Agreement between Unitil and New Yard, LLC

Excluded Assets:

- (a) The peak shaving/compressor building, located outside of “Lease Area A”, “Lease Area B1”, Lease Area B2” and “Lease Area C”, as identified in the Sketch Plan attached as Exhibit 3 to Schedule 3 (“Agreement and Modification of 2003 Lease between Unitil and NGL-NE, LLC), is expressly excluded from the Property.

- (b) The utility regulator building (Building B), located north of “Lease Area A” and east of “Lease Area B1”, as identified on the Sketch Plan, attached as Exhibit 3 to Schedule 3 (“Agreement and Modification of 2003 Lease between Unitil and NGL-NE, LLC) is expressly excluded from the Property.

- (c) Unitil’s natural gas pipelines, facilities and related appurtenances are expressly excluded from the Property.

Said Excluded Assets shall be depicted on a plan of the Property to be attached to the Lease and incorporated by reference.

SCHEDULE 3

SCHEDULE 3

to Option Agreement Between Unitil and New Yard, LLC

AGREEMENT AND MODIFICATION
OF 2003 LEASE

between Unitil and NGL-NE, LLC

AGREEMENT AND MODIFICATION OF 2003 LEASE

This AGREEMENT is entered on this 4th day of May, 2012, between Northern Utilities, Inc., d/b/a Unitil, a New Hampshire corporation with an address of 6 Liberty Lane West, Hampton, N.H. 03842 ("Unitil") and NGL-NE, LLC, a Delaware limited liability company with an address of 6120 South Yale Ave., Suite 803, Tulsa, OK 74136 ("Propane").

WHEREAS Unitil owns the property known and numbered as 40 West Commercial Street, Portland, Maine (the "Site");

WHEREAS in 2003, Unitil and EnergyUSA Propane, Inc. ("Energy") entered into a "Ground Lease Agreement" and "Agreement Relating to Lease of Certain Real Property", copies of which are attached as **Exhibit 1** and **Exhibit 2**, respectively (hereinafter collectively referred to as the "Propane Lease"). Energy assigned its rights in the Propane Lease to Propane. Pursuant to the Propane Lease, Propane leases from Unitil, until March 15, 2048, Area A of the Site, as shown on the Modified Sketch Plan ("Sketch"), attached hereto as **Exhibit 3**, to operate a propane distribution facility. The Propane Lease grants Propane a right of first refusal to extend the Propane Lease to Areas B-1 and B-2 as shown on the Sketch, exercisable upon Unitil's agreement to sell to Propane its three propane tanks and related propane tank assets on the Site for \$26,537, and a second right of first refusal to extend the Propane Lease to Area C, as shown on the Sketch, exercisable upon Unitil's discontinuance of its use of Area C for pipe storage, all pursuant to the terms of paragraph 31 of the Ground Lease Agreement, **Exhibit 1**, and paragraph 1 of the Agreement Relating to Lease of Certain Real Property, **Exhibit 2** ("Right of First Refusal");

WHEREAS in 2011, Unitil listed the Site for sale or lease;

WHEREAS in 2012, Unitil entered into a Letter of Intent with a boatyard developer, New Yard LLC ("New Yard") for it to lease the entire Site from Unitil for a period of 50 years to develop and operate a boatyard facility, subject to all leasehold rights held by Propane under the terms of the Propane Lease as modified by this Agreement (including the Exhibits attached hereto), and to accept assignment of Unitil's interest in the Propane Lease ("Boatyard Lease");

WHEREAS New Yard desires to use Area C where approximately shown on the Sketch, Exhibit 3, and as may be more particularly delineated by on-site markers and a subsequent survey as part of its boatyard facility;

WHEREAS, Propane currently leases Area A and desires to buy the three propane tanks and to extend the Propane Lease to Area B-1 and B-2, and further desires to have a leasehold right of access over that part of Area C identified on the Sketch, Exhibit 3, as the Area C Access Area.

WHEREAS Unitil proposes that Propane exercise its Right of First Refusal as to the three propane tanks and related propane tank assets as specified in Exhibit "D" to the 2003 Ground Lease Agreement, for \$26,537, with Propane's leasehold expanding thereby to Areas B-1 and B-2, and that Propane release any rights it may have to Area C, including its Right of First Refusal, subject to Unitil providing Propane a leasehold right of access over the Area C Access Area in accordance with the terms of the Propane Lease;

WHEREAS, Propane is willing to accept Unitil's proposal, but only upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Unitil and Propane agree as follows:

1. The parties shall mark the physical location of Area C and the Area C Access Area ("Locations"), which Locations shall control over the approximate locations of Area C and the Area C Access Area shown on the Sketch, Exhibit 3, and agree further that, at such time as the Locations are described by a mutually acceptable survey ("Survey") the Survey will control between the parties and as to the Propane Lease, and as to any subsequent agreement that Unitil may enter into with New Yard or any other third party.

2. Propane will disconnect its electrical service from Unitil's electrical service by June 1, 2013, unless alternative arrangements are made beforehand, either with Unitil or its Propane leasehold assignee.

3. At such time as Unitil notifies Propane that it has assigned the Propane Lease to New Yard or its assignee ("Assignee"), Propane will add said Assignee as an additional insured in accordance with the terms of paragraph 5(a) of the Propane Lease (Exhibit 1).

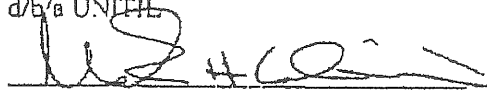
4. Upon Propane's delivery to Unitil of \$26,537 by wire transfer of immediately available funds to a bank account specified by Unitil, and delivery of its duly executed Exercise of Right of First Refusal and Release of Rights to Area C, in the form attached as Exhibit 4, Unitil will deliver to Propane a duly executed Bill of Sale of the three propane tanks and related assets in the form attached as Exhibit 5 (which incorporates the terms of Exhibit "D" to the 2003 Ground Lease Agreement), and a leasehold right of access over the Area C Access Area in the form attached as Exhibit 6, and will further, in due course thereafter, disconnect its piping to the three propane tanks.

5. The terms of the Propane Lease are modified by, but only to the extent of, the express terms of this Agreement and the Exhibits, Locations and Survey referenced herein.

DATED:

NORTHERN UTILITIES, INC.
d/b/a UNITH

By:
Its:


TREASURER

DATED:

NGI-NE, LLC

By:

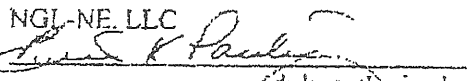

duly authorized
Brian K. Pauling
COO / NGLEP Midstream

EXHIBIT 1 to
Agreement and Modification
of 2003 Lease

Execution Copy

GROUND LEASE AGREEMENT

[Portland, Maine]

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into as of the 15th day of March, 2003 by and between Northern Utilities, Inc., a New Hampshire corporation, hereinafter referred to as "Lessor", and EnergyUSA Propane, Inc., a Delaware corporation, hereinafter referred to as "Lessee".

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties do hereby agree to the following, intending to be legally bound hereby:

1. LEASED PREMISES. Lessor is the owner of that certain land commonly known as Lot 2 Commercial Street located in Portland, Maine (the "Real Estate") and legally described on Exhibit "A" attached hereto. Subject to those matters, if any, set forth on Exhibit "B" attached hereto ("Permitted Exceptions"), Lessor does hereby lease unto Lessee that portion of the Real Estate as described and shown as Lease Area A on the sketch plan which is attached hereto as Exhibit "C" (the "Leased Premises"). During the term of this Lease, Lessee shall also have the non-exclusive, but unrestricted, right of ingress and egress to and from the Leased Premises over the portion of the Real Estate as shown on the sketch plan.

2. TERM. The initial term of this Lease shall be for a period of forty five (45) years commencing as of the date hereof. Thereafter, provided Lessee is not then in default under this Lease, this Lease shall automatically renew for successive one (1) year

periods unless either party terminates this Lease by giving written notice to the other at least sixty (60) days prior to the end of the then current renewal term.

3. USE. Lessee shall have the right to use the Leased Premises for the purpose of maintaining facilities and equipment, including without limitation, buildings, tanks, piping, pumps, drains, meters and valves (at, on, above and under the ground), for the storage, distributing, loading and unloading of propane gas (collectively the "Gas Facility") and, with the prior written consent of Lessor, which consent shall not be unreasonably withheld, other uses reasonably incident to the storage of propane and the provision of propane services (installations and service). In exercising its rights hereunder, Lessee shall not interfere or otherwise materially adversely affect the Real Estate or Lessor's operations thereon. Lessee acknowledges and agrees that Lessor has not made any representations or warranties as to the condition of the Leased Premises except as may be expressly provided in this Lease and that Lessee shall be responsible for securing any and all required or desired permits and approvals, including without limitation zoning, in order to operate the Gas Facility and Lessee's business at the Leased Premises.

4. RENT. Lessee agrees to pay to Lessor rent throughout the term of this Lease, which rent shall consist of the following:

A. Utility Charges. Lessee shall pay for the water, electric and other utilities, if any, used at the Leased Premises by, through or under Lessee. If the Leased Premises are not separately metered, Lessor shall invoice Lessee quarterly based upon Lessor's reasonable estimation of Lessee's utility consumption, which Lessor determination shall be deemed final and determinative. Notwithstanding the foregoing,

Lessor, upon sixty (60) days prior written notice to Lessee, may require Lessee, at Lessee's expense, to have the Leased Premises separately metered for the water, electric and other utilities. Additionally, Lessee reserves the right at any time to have the Leased Premises separately metered, at Lessee's expense.

B. Taxes. Lessee shall pay Lessee's proportionate share of the general real estate taxes and assessments levied and assessed from time to time, by, through or under a governmental entity against the Real Estate based upon the percentage of land area that the Leased Premises bears to the Real Estate; provided, however, any such proportionate share may be equitably adjusted by Lessor in the event of any material betterment or improvement to the Gas Facility or the Leased Premises by Lessee. Any such equitable adjustment or adjustment due to the inclusion of Expansion Leased Premises (as defined herein) shall also take into account the proportionate share of the tax year before and after which the adjustment event occurred. Lessor and Lessee hereby agree that, as of the date hereof, Lessee's proportionate share is twenty seven percent (27%). Lessee shall pay all taxes and assessments levied solely against Lessee's trade fixtures and personal property and equipment comprising the Facility located on the Leased Premises.

5. INSURANCE.

A. Lessee's Insurance. Lessee shall, at all times during the term of this Lease, maintain and pay for the following insurance with a company or companies authorized to do business in the State of Maine and, upon written request of Lessor, deliver and maintain with Lessor at all times a current certificate of insurance evidencing said coverage: comprehensive public liability insurance in an amount not less than Two

Million Dollars (\$2,000,000.00) (to be increased from time to time as reasonably determined by Lessor), single limit, with respect to personal injury, death and property damage for any one occurrence. The policy shall name Lessee as the insured and Lessor as an additional insured and shall have attached thereto an endorsement which requires at least fifteen (15) days written notice to Lessor prior to cancellation, termination or modification. In the event of failure of Lessee to obtain or keep in force such insurance policy and remedy any such lapse in insurance coverage within thirty (30) days of the date Lessee receives written notice from Lessor, Lessor may obtain said insurance and Lessee shall pay the premium therefor and also reimburse Lessor for any expenditure for obtaining such insurance upon Lessor rendering a bill therefore.

B. Lessor's Insurance. Lessor shall, at all times during the term of this Lease, maintain and pay for the following insurance covering Lessor's adjoining land and personal property with a company or companies authorized to do business in the State of Maine and, upon written request of Lessee, deliver and maintain with Lessee at all times a current certificate of insurance evidencing said coverage: comprehensive public liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) (to be increased from time to time as reasonably determined by Lessee), single limit, with respect to personal injury, death and property damage for any one occurrence. The policy shall name Lessor as the insured and Lessee as an additional insured and shall have attached thereto an endorsement which requires at least fifteen (15) days written notice to Lessee prior to cancellation, termination or modification. In the event of failure of Lessor to obtain or keep in force such insurance policy and remedy any such lapse in insurance coverage within thirty (30) days of the date Lessor receives written notice from Lessee,

Lessee may obtain said insurance and Lessor shall pay the premium therefor and also reimburse Lessee for any expenditure for obtaining such insurance upon Lessee rendering a bill therefore.

C. Waiver of Subrogation. Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Leased Premises or to the contents thereof, in the case of Lessee, or to the Real Estate or to the contents thereof, in the case of Lessor, which loss or damage is covered (or is required hereunder to be covered) by valid and collectible physical damage insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessor and Lessee each agree to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

6. INDEMNITY.

A. Lessee's Indemnity. Lessee agrees that, to the extent not expressly prohibited by law, or caused by the negligent or willful misconduct of Lessor or Lessor's officers, agents or employees or arising out of a breach by Lessor of its covenants under this Lease, Lessee shall protect, indemnify and save Lessor and Lessor's officers, agents and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises arising out of or in connection with Lessee's use or occupancy of the Leased Premises, or arising from the negligence of Lessee, or its agents, contractors, servants, employees, or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and are not covered by the insurance to be maintained by Lessor and Lessee hereunder

B. Lessor's Indemnity. Lessor agrees that, to the extent not expressly prohibited by law, or caused by the negligent or willful misconduct of Lessee or Lessee's officers, agents or employees or arising out of a breach by Lessee of its covenants under this Lease, Lessor shall protect, indemnify and save Lessee and Lessee's officers, agents and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises arising out of or in connection with Lessor's ownership of the Real Estate or Lessor's activities, if any, on the Leased Premises, or arising from the negligence of Lessor, or its agents, contractors, servants, employees, or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Lessor and Lessee hereunder.

7. MAINTENANCE AND REPAIR. During the term of this Lease, Lessee, at Lessee's expense, shall (i) make all necessary repairs and replacements and otherwise maintain the Gas Facility in good repair and operable condition and (ii) maintain the Leased Premises in a clean and safe condition. Lessor, at Lessor's expense, shall maintain (consistent with past practices) the route for ingress and egress to the Leased Premises. In the exercise of its obligation under this paragraph, Lessor shall use all reasonable efforts not to materially adversely affect the ingress and/or egress to the Leased Premises.

8. ALTERATIONS. Lessee, at Lessee's expense, may from time to time improve, modify, alter, adjust, expand or reduce the Gas Facility, including without limitation, installing new piping and pumps and constructing and installing a loading

facility for its business operations. Lessee, at Lessee's expense, may also improve, modify and alter the Leased Premises, including without limitation, grading and graveling, subject to the prior written approval of Lessor, which approval may be withheld in Lessor's sole discretion. Lessee shall be required to remove the Gas Facility and any such alterations and additions at the end of the term of this Lease; provided, however, Lessee shall not be obligated to (i) remove any buildings that were on the Leased Premises as of the date of this Lease or (ii) restore the land if altered with the consent of Lessor. Notwithstanding anything contained herein to the contrary, the Gas Facility shall be operated and operable as an independent operation from any and all operations of Lessor on the Real Estate.

9. NO LIENS. Lessee covenants and agrees that no mechanic's, construction or other lien shall be permitted to accrue or be perfected against the Leased Premises, the Real Estate or any part thereof for or on account of any action, matter or thing required or permitted to be done by Lessee under this Lease. If any mechanic's, construction or other lien is filed against the Leased Premises, the Real Estate, or any part thereof, for any reason arising by, through or under Lessee, then Lessee shall cause such lien to be canceled and discharged of record or bonded over within thirty (30) days after written request by Lessor. Further, Lessee shall indemnify and hold Lessor harmless from and against any loss which Lessor may sustain by reason of any such liens being filed against the Leased Premises; including reasonable attorneys' fees paid by Lessor as related to such lien.

10. SUBLETTING AND ASSIGNMENT. Lessee shall not (i) assign, convey or otherwise transfer this Lease, or any part thereof (ii) permit the assignment of

this Lease, or any part thereof, by operation of law or otherwise, (iii) sublet the Leased Premises, or any part thereof, or (iv) permit the use of the Leased Premises, or any part thereof, by any parties other than Lessee, its agents and employees, without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Lessee shall, by notice in writing, advise Lessor of its intention to assign or sublet the Leased Premises, or any part thereof. Lessee's notice shall state the name and address of the proposed assignee or sublessee and a copy of the proposed assignment or sublease shall be delivered to Lessor with Lessee's notice. Notwithstanding the foregoing, Lessee shall have the right, without Lessor's prior written consent, to assign this Lease or sublet all, but not a portion, of the Leased Premises to a parent or subsidiary corporation of Lessee or to a successor by merger, acquisition or consolidation of Lessee, its parent or subsidiary or to a corporation acquiring all or substantially all of the assets of Lessee, its parent or subsidiary, provided any such transferee shall have a net worth and creditworthiness equal to or greater than the net worth and creditworthiness of Lessee as of the date hereof as reasonably determined by Lessor. Only in the event of an assignment by Lessee which does not require Lessor's consent hereunder and so long as any such assignee shall execute an instrument in writing (in form satisfactory to Lessor) fully assuming all of the obligations and liabilities imposed upon Lessee under this Lease and deliver the same to Lessor shall Lessee be relieved of liability from its obligations under this Lease arising from and after the effective date of such assignment. Any sale, assignment, sublease or transfer of this Lease which is not in compliance with the provisions of this paragraph shall be of no effect and void.

11. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed by Lessor on the parcel of which the Leased Premises are a part. Lessee hereby agrees to, and will upon demand by Lessor, execute and deliver to Lessor such documents as may be required to subordinate the rights and interests of Lessee created by this Lease to the lien of any present or future mortgage, or the purchaser at any foreclosure sale or at any sale under a power of sale contained in any such mortgage. Lessee shall attorn to and recognize any such mortgages, trustee or other party as lessor in the event of foreclosure for the balance of the term, subject to all of the terms and conditions of this Lease. If Lessee is not in default of this Lease, its tenancy shall not be disturbed but shall continue in full force and effect. Lessor shall endeavor to obtain a subordination, non-disturbance and attornment agreement from the holders of any mortgages hereafter placed on the parcel of which the Leased Premises are a part.

The term "mortgage" includes mortgages, deeds of trust or similar instruments and all modifications, consolidations, extensions, renewals or replacements thereof or substitutes therefore.

12. GOVERNMENT REQUIREMENTS. During the term of this Lease, Lessee, at Lessee's expense, shall comply with the lawful requirements of all county, municipal, state and federal and other applicable governmental authorities arising as a result of Lessee's use and occupancy of the Leased Premises. Lessee shall not conduct nor permit to be conducted on the Leased Premises any business which is contrary to any public law, ordinance or governmental regulation.

13. CONDEMNATION/CASUALTY. If all or any part of the Leased Premises or a material portion of the Real Estate (such that there is no longer a viable means of ingress and egress to the Leased Premises as determined by Lessor) is condemned for any public use or purpose by any legally constituted authority, then in either such events this Lease shall terminate on the day when the Leased Premises or the Real Estate shall be so taken and rent shall be apportioned as of that date. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority. As the Leased Premises consists of land only, Lessee shall have no right to terminate this Lease or otherwise be entitled to any abatement of rent or rent adjustment in the event of damage due to fire or other casualty to the Leased Premises. If any such damage is caused to the Leased Premises by Lessee, Lessee shall restore the Leased Premises to the same condition as existed immediately preceding the damage.

14. SURRENDER OF THE LEASED PREMISES. At the expiration of or sooner termination of this Lease, Lessee shall peaceably surrender the Leased Premises in the same condition and repair as existed as of the date of this Lease, except loss by condemnation. Lessee shall remove all of its trade fixtures, tanks and other equipment comprising the Gas Facility, whether or not installed by Lessee, from the Leased Premises, including that attached to, embedded in or under the land, but excluding any buildings that were on the Leased Premises as of the date of this Lease, and shall repair any damage to the Leased Premises caused thereby. Any such trade fixtures, tanks and

other equipment not removed by Lessee shall, at the option of Lessor, become the property of Lessor at the expiration of or earlier termination of this Lease or Lessor, at Lessee's expense, may remove and dispose of all such trade fixtures, tanks and other equipment without any liability to Lessee therefore and Lessee shall, upon demand of Lessor, reimburse Lessor for the cost of such removal and disposal.

15. SIGNS. Lessee, at Lessee's expense, may erect a sign identifying its business operations and the Gas Facility at the entrance to (but on) the Leased Premises; provided, however, that Lessee shall be solely responsible for obtaining all requisite permits and complying with all local rules, regulations and ordinances. Any such sign and the location thereof shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned.

16. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default" by Lessee:

A. Failure of Lessee to pay rent or any other monetary sum or liability for which Lessee is obligated hereunder on or before thirty (30) days after the date due or, in the event not a regular scheduled payment, on or before thirty (30) days after demand for payment is made by Lessor

B. Failure of Lessee to observe or perform any of the terms, covenants or conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, Lessee shall not be deemed in default provided Lessee has promptly commenced and diligently pursues the cure to completion thereafter, but in no event longer than ninety (90) days.

C. Any attempt to assign, sublet or otherwise transfer this Lease, except as otherwise expressly permitted by this Lease.

D. Lessee becomes the subject of voluntary or involuntary proceedings under the federal or state bankruptcy statutes in effect from time to time which proceeding has not been vacated within thirty (30) days.

E. Abandonment of the Leased Premises by Lessee. For purposes of this Lease, the Leased Premises shall be deemed abandoned if either Lessee has (x) deserted the Leased Premises or (y) ceased any and all operations of the Gas Facility on the Leased Premises for a period of two (2) years.

17. REMEDIES IN THE EVENT OF LESSEE'S DEFAULT. Upon an Event of Default, in addition to all other rights and remedies available in law or equity or granted elsewhere in this Lease, Lessor may, without notice or demand:

A. Terminate Lessee's right to possession with process of law without terminating this Lease and enter the Leased Premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the rent or other charges to be paid or the covenants to be performed by Lessee hereunder for the full term of this Lease, and Lessor may thereafter lease or sublease the Leased Premises for such rent as Lessor may obtain, crediting Lessee with the rent so obtained after deducting the costs Lessor incurs by such re-entry, leasing or subleasing, with Lessee paying the shortfall between the rent obtained by Lessor and the rent due hereunder, if any, as the rent hereunder becomes due and payable

B. Terminate this Lease and re-enter and take full and absolute possession of the Leased Premises free from any further right or claim by or against Lessee.

C. Bring an ejectment action against Lessee with costs and reasonable attorney's fees added.

All remedies provided for in this Lease shall be cumulative. Upon any such Event of Default in which Lessor terminates this Lease, such termination shall be effective upon recording with the Registry of Deeds of a Certificate executed by Lessor evidencing the termination of such lease, which Certificate shall be conclusive as to the matters set forth therein.

18. RESERVATION OF LESSOR'S RIGHTS.

A. No Waiver. The failure of Lessor to seek redress for violation of or to insist upon the strict performance of any term, covenant or condition of this Lease shall not be construed, taken or held to be a waiver, acquiescence in or consent to any further or succeeding violation of the same term, covenant or condition. The receipt and use by Lessor of rent with knowledge of the breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such breach. No provision of this Lease shall be deemed to have been waived by a party hereto unless such waiver be in writing and signed by such party. Lessor reserves the right to apply any payments toward delinquent rent, current rent, or any other amounts.

B. Access to Leased Premises. Lessor expressly reserves the right to enter onto the Leased Premises from time to time for purposes of installing, constructing, owning, maintaining, operating, repairing, altering, replacing, renewing and removing

any and all equipment and facilities used by Lessor in connection with Lessor's utility and energy business, including but not limited to any cathodic protection system or security system, located at, on, above or under the Leased Premises as of the date hereof or as may be installed hereafter as well as to perform any and all environmental remediation, including but not limited to, installing and maintaining any equipment necessary or desirable for the performance of any such environmental remediation.

19. QUIET ENJOYMENT. Lessor covenants and warrants that so long as no Event of Default exists and with the exception of the rights of any mortgagee to the extent Lessor is unable to secure a non-disturbance agreement, Lessee shall have quiet and peaceful enjoyment of the Leased Premises during the term of this Lease.

20. NOTICE. In every instance where it shall be necessary or desirable for Lessor or Lessee to serve notice under this Lease, such notice shall be sent either by United States Registered or Certified Mail, postage prepaid, reputable overnight courier service, postage prepaid, personal delivery or by facsimile transmission provided a hard copy is sent (post-marked) same day by regular mail to the parties at the addresses set forth below:

If to Lessor:

Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581
Attn: Vice President Operations
Tel. No. 508-836-7358
Fax No. 508-836-7075

With a copy to:

Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581

Attn: Legal Department
Tel. No.: 508-836-7000
Fax No.: 508-836-7039

If to Lessee.

EnergyUSA Propane, Inc..
500 Myles Standish Boulevard
Taunton, Massachusetts 02780
Attn: President
Tel. No. 508-884-3090
Fax No. 508-884-3092

with a copy to:

North American Propane, Inc.
707 East Main Street, Suite 1100
Richmond, Virginia 23218
Attn: Robert R. Kaplan
Tel. No. 804-649-2506
Fax No. 804-649-3444

Notice shall be considered complete upon three (3) business days after mailing, one (1) business day after being sent by overnight courier, or same day as received if sent by either personal delivery or by facsimile transmission.

21. RECORDING. Neither this Lease or a short form hereof shall be recorded unless consented to in writing by both parties. If consented to in writing by both parties, a mutually acceptable memorandum of lease may be recorded. The cost of recording such memorandum of lease shall be borne by the requesting party.

22. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

23. SEVERABILITY. In the event that one or more provisions of this Lease shall be found to be unenforceable by law or in equity, the remainder of this Lease shall not be affected and shall remain in full force and effect.

24. DEFAULT BY LESSOR. In the event Lessor defaults in the performance of any of its obligations hereunder, and such default continues uncured (by Lessor or any mortgagee of Lessor) for thirty (30) days after written notice from Lessee to Lessor and to any mortgagee of Lessor for whom Lessee has been provided a name and address, then Lessee may pursue all of its rights and remedies at law and in equity. If such default is not reasonably capable of being cured within thirty (30) days, then the period for curing such default shall be extended as long as Lessor (or its mortgagee) has promptly commenced the cure and diligently pursues the cure to completion.

25. HOLDOVER. Should Lessee hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed to in writing, such holding over shall constitute a tenancy from month to month only, and Lessee shall pay as monthly rental two hundred percent (200%) of the then current rent. Upon any holding over, all other terms and provisions of the Lease then in effect shall remain in effect. Such tenancy may thereafter be terminated by either Lessor or Lessee upon sixty (60) days written notice by either party to the other party.

26. HEADINGS. Headings or titles of the paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning construction or effect.

27. ENTIRE AGREEMENT. This Lease constitutes the sole understanding of the parties hereto and any amendments or additions shall be effective only when

reduced to writing and signed by the parties hereto. This Lease shall be governed by the laws of the State in which the Leased Premises are located.

28. FIXTURES. All trade fixtures, tanks and other equipment and inventory installed by Lessee at the Leased Premises shall remain the personal property of Lessee and shall be exempt from the claims of Lessor or any mortgagee or lien holder of Lessor without regard to the means by which the same are installed or attached.

29. ENVIRONMENTAL PROVISIONS.

A. Lessor Obligations. Lessor covenants and agrees to indemnify, defend and hold Lessee harmless from any and all damages, demands, claims, actions, causes of action, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' and consultants' fees and expenses, arising from or incurred by Lessee as a result of hazardous materials or toxic substances (as such terms may be defined under federal, state, or local law, defined herein as "Hazardous Materials") existing on the Leased Premises as of the date of this Lease. Lessor further covenants and agrees to comply on and after the date hereof with all legal requirements applicable to the use, utilization, handling, storage and transportation of any Hazardous Materials and covenants and agrees to indemnify, defend and hold Lessee harmless from any and all damages, demands, claims, actions, causes of action, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' and consultants' fees and expenses arising from or incurred by Lessee as a result of contamination of the Leased Premises or the Real Estate with Hazardous Materials on or after the date hereof, where such

contamination was caused by the acts or omissions of Lessor, Lessor's agents, contractors, servants, employees or invitees during the term of this Lease.

B. Lessee Obligations. Lessee covenants and agrees to comply with all legal requirements applicable to the use, utilization, handling, storage and transportation of any Hazardous Materials and covenants and agrees to indemnify, defend and hold Lessor harmless from any and all damages, demands, claims, actions, causes of action, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' and consultants' fees and expenses arising from or incurred by Lessor as a result of contamination of the Leased Premises or the Real Estate with Hazardous Materials, where such contamination was caused by the acts or omissions of Lessee, Lessee's agents, contractors, servants, employees or invitees during the term of this Lease.

C. Survival of Obligations. The representations, warranties and covenants contained herein shall continue and survive the termination of this Lease

30. BROKER'S FEES. Lessee and Lessor represent to each other that there are no brokerage commissions or fees due in connection with this Lease. In the event a claim for any brokerage commission or fee is made, the party through whom such claim is made shall indemnify the other party, including without limitation for reasonable attorney's fees.

31. RIGHT OF FIRST REFUSAL. As of the date hereof, Lessor and Lessee entered into that certain Right of First Refusal Agreement ("ROF Agreement") which ROF Agreement grants Lessee the right of first refusal to purchase those certain assets of Lessor set forth on Exhibit "D" attached hereto ("ROF Assets"). When, as and if Lessee exercises its right of first refusal to purchase the three (3) liquid propane storage

tanks listed as item (a) on Exhibit "D," Lessor and Lessee agree that the Leased Premises shall, as of the Closing Date (as defined in the ROF Agreement), be automatically expanded to include the land located in Lease Area B1 and Lease Area B2 (the "Area B Expansion Leased Premises") as identified on that certain "Sketch Plan in Portland, Maine" prepared by Hayes Engineering, dated 12/20/01, as revised through September 3, 2002 (the "Portland Sketch Plan"). In the event that Lessor shall determine, in its sole discretion, that it no longer requires the use of Lease Area C, as reflected on the Portland Sketch Plan, as a pipe storage yard in connection with the conduct of its utility business, Lessor shall provide written notice of such determination to the Lessee, specifying the date upon which it proposes to close the pipe storage yard located in Lease Area C (the "Storage Yard Closure Date"). Effective as of the Storage Yard Closure Date specified in such notice, the land subject to this Lease shall be automatically expanded to include the land located in Lease Area C (the "Area C Expansion Leased Premises," the Area B Expansion Leased Premises and the Area C Expansion Leased Premises are collectively referred to herein as the "Expansion Leased Premises"). The Expansion Leased Premises shall be subject to all of the terms, covenants, conditions and restrictions under this Lease and after the Closing Date in the case of the Area B Expansion Leased Premises and after the Storage Yard Closure Date in the case of the Area C Expansion Leased Premises, the term Leased Premises shall be deemed to include the Expansion Leased Premises. During the term of this Lease, Lessee shall have the non-exclusive, but unrestricted right of ingress and egress to and from the Expansion Leased Premises over the balance of the Real Estate.

32. FORCE MAJEURE If either party shall be delayed or hindered or is prevented from the performance of any act required hereunder by reasons of war, fire or other casualty, an act of God, strike, lock-out, labor trouble, shortage of materials or equipment or inability to procure same failure of power restrictive governmental laws or regulations, riot, insurrection or other causes beyond the control of the party delayed, then performance of such act shall be excused for the period of such delay. This paragraph shall not excuse Lessee from the timely payment of rent or any other monetary charges required under this Lease.

33. TIME Time is of the essence in this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

34. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be deemed or construed by Lessor, Lessee, or by any third party, to create the relationship of principal and agent, or of partnership or of joint venture between Lessor and Lessee, it being understood and agreed that neither the method of computation of rent, nor any other provision contained in this Lease, nor any acts of Lessor or Lessee shall be deemed to create any relationship between Lessor and Lessee other than the relation of landlord and tenant.

35. ATTORNEYS' FEES. Notwithstanding anything contained herein to the contrary, in the event that either party hereto brings legal action against the other arising out of this Lease, the prevailing party shall be entitled to recover from the other all costs of suit and reasonable attorneys' fees.

36. EXCAVATING AND GRADING. Lessee shall not dig any holes, make any excavations, do any soil removal or grading ("Soil Activity") on the Leased Premises without the prior written approval of Lessor. Lessor, in Lessor's sole discretion, upon receipt of any request by Lessee to perform Soil Activity, may provide Lessee with one or more conditions that Lessor will require in connection with the performance of the Soil Activity or may notify Lessee of Lessor's denial of approval, in Lessor's sole discretion, to perform all or any portion of the Soil Activity. Lessor shall respond to Lessee in writing within thirty (30) days of Lessee's request. Any failure by Lessor to respond within said thirty (30) days shall be deemed to be denial of approval. Lessee shall indemnify, defend and hold Lessor harmless from any and all damages, demands, claims, actions, causes of actions, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' fees and consultants' fees and expenses arising from or incurred by Lessor as a result of Lessee's Soil Activity, including but not limited to Lessee's failure to notify Lessor and comply with any and all conditions required by Lessor. Notwithstanding the foregoing, in the event of an emergency, Grantee shall endeavor to provide notice to Grantor but shall not require approval of Grantor prior to performing any such Soil Activity related to the emergency.

37. COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written, intending to be legally bound hereby.

ATTEST:

LESSOR:

Northern Utilities, Inc.

By: *Robert J. [Signature]*

Its: President & CEO

ATTEST:

LESSEE:

EnergyUSA Propane, Inc.

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the
day and year first above written, intending to be legally bound hereby.

ATTEST:

LESSOR:

Northern Utilities, Inc.

By: _____

Its: _____

ATTEST:

LESSEE:

EnergyUSA Propane, Inc.

[Handwritten Signature]
SECRETARY

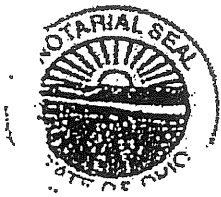
By: *[Handwritten Signature]*
Its: President

STATE OF OHIO

Franklin County, ss

March 13th, 2003

Then personally appeared the above-named Robert C. Shoggs, Jr.
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
Northern Utilities, Inc., before me,



SHARON LEE BOOTH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-09-07

Sharon L. Booth, Notary Public

My Commission Expires: 11-09-07

COMMONWEALTH OF MASSACHUSETTS

_____, ss

_____, 200__

Then personally appeared the above-named _____
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
EnergyUSA Propane, Inc., before me,

_____, Notary Public

My Commission Expires: _____

572767 1

STATE OF OHIO

_____, 200__

Then personally appeared the above-named _____
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
Northern Utilities, Inc., before me,

_____, Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS Virginia

At Large as March 13, 2003

Then personally appeared the above-named Robert R. Kaplan
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
EnergyUSA Propane, Inc., before me,

Brenda D. Catlin
Brenda D. Catlin Notary Public
My Commission Expires: May 31, 2004

5727671

EXHIBIT A

PARCEL 1.

A certain lot or parcel of land, with the buildings thereon, lying southerly of West Commercial Street, in said Portland, and westerly of Portland Bridge, so called, and bounded and described as follows:

Beginning at a point and monument on the line of the Portland Terminal Company location which said line was formerly the southerly line of the Maine Central Railroad Company location and which said point and monument are about two hundred and forty (240) feet westerly of the center line of a passage-way leading from West Commercial Street to said Gas Company's works, thence easterly by said line of said Portland Terminal Company location, about five hundred and forty-seven (547) feet to the point of intersection of said line with the westerly boundary of the property of said Portland Terminal Company lying southeast of the lot hereby conveyed, thence southwesterly by said westerly boundary and by the line that was formerly the northerly location line of the Eastern division of the Boston and Maine Railroad in its southwesterly course toward Turner's Island, about five hundred and twenty (520) feet to the land of said Terminal Company lying southwest of the lot hereby conveyed, thence northwesterly by said Portland Terminal Company's land about three hundred and ninety-two (392) feet to the point begun at.

Meaning and intending hereby to convey a lot of land triangular in shape containing about one hundred and three thousand, five hundred and forty-six (103,546) square feet and being entirely surrounded by the land of said Portland Terminal Company.

PARCEL 2.

A certain lot of land in said Portland adjacent to the southwesterly side of land now occupied by the Gas Plant of said Portland Gas Light Company, situated southeasterly of West Commercial Street, opposite the foot of Beach Street, bounded as follows: Beginning at a granite monument at the most southerly corner of said gas plant lot westerly of the formerly Portland Saco & Portsmouth Railroad; thence northwesterly along the southwesterly side line of said gas plant lot three hundred ninety-two and fifty-six hundredths (392.56) feet to a granite monument at the most westerly corner of said gas plant lot, this last mentioned monument being twenty-four and five tenths (24.5) feet southeasterly, measured at right angles, from the base line of location of the Portland & Kennebec Railroad Company, adopted May 1, 1865, and recorded in the Cumberland County Commissioner's Records of Railroad Locations, Book 1, Page 38; thence southwesterly on a straight line parallel with said base line of location, a distance of one hundred eighty and ninety-seven hundredths (180.97) feet to a concrete monument; thence southeasterly on a straight line parallel with and one hundred sixty-five (165) feet distant southwesterly, measured at right angles from the aforesaid southwesterly line of said gas plant lot, a distance of four hundred thirty-five and seventy-six hundredths (436.76) feet to concrete monument; thence northeasterly on a straight line one hundred sixty-seven and nine tenths (167.9) feet to point of beginning containing sixty-eight thousand three hundred forty (68,340) square feet of land more or less.

Being the same premises conveyed to the said Gas Company by Portland Terminal Company by deed dated December 22, 1925 and recorded in said Registry of Deeds in Book 1222, Page 188.

Exhibit "B"
[Portland - Ground Lease]

Permitted Exceptions

1. Rights and privileges in favor of the Proprietors of the Cumberland and Oxford Canal and the Portland, Portsmouth and Saco Railroad referred to in a deed from Caleb S. Hatch, Executor of the Estate of Sarah C. Smith, to Charles L. Clapp, dated February 4, 1807 and recorded in the Cumberland Registry of Deeds in Book 195, Page 521, and in a deed from John Brackett to Charles L. Clapp, dated February 4, 1847 and recorded in the Cumberland County Registry of Deeds in Book 201, Page 265.
2. Rights and easements granted to Joseph McKeen and John Patten, as Trustees for the Kennebec and Portland Railroad, by James B. Brown, et al., in an instrument dated June 12, 1863 and recorded in the Cumberland County Registry of Deeds in Book 322, Page 194.
3. Condition regarding maintenance of a fence set forth in a deed from Portland Terminal Company to Portland Gas Light Company dated December 22, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1222, Page 188.
4. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Portland Gas Light Company in an instrument dated November 1, 1951 and recorded in the Cumberland County Registry of Deeds in Book 2070, Page 128.
5. Rights and easements granted to Central Maine Power Company by Portland Gas Light Company in an instrument dated January 6, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2276, Page 265.
6. Rights and easements granted to Koppers Company, Inc. by Portland Gas Light Company in an instrument dated June 7, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2963, Page 234.
7. Rights and easements granted to Central Maine Power Company by Northern Utilities, Inc. in an instrument dated September 2, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5061, Page 229.
8. The resting deed from Charles L. Clapp to Portland Gas Light Company dated December 13, 1849 and recorded in the Cumberland County Registry of Deeds in Book 35, Page 245 conveyed property by book and page references only. The first parcel conveyed in that deed contained an incorrect page reference of Page 397. The correct page reference should have been Page 379. This appears to be clearly a scrivener's error.

9. Access to the premises from Commercial Street across the land now or formerly of Portland Terminal Company was reserved by Portland Gas Light Company in a deed to Portland and Kennebec Rail Road Company dated October 6, 1865 and recorded in the Cumberland County Registry of Deeds in Book 346, Page 376 and in a deed to Maine Central Railroad Company dated May 5, 1897 and recorded in the Cumberland County Registry of Deeds in Book 648, Page 488.
10. The Grantor and Grantee indices in the Cumberland County Registry of Deeds were run for Portland Gas Light Company to December 28, 2001. As for Northern Utilities, Inc., as well as Bay State of New Hampshire, Inc. and Allied New Hampshire Gas Company, however, only the Grantor index was run from 1966, the date of the merger of Portland Gas Light Company with various other Maine corporations in which the surviving corporation was Northern Utilities, Inc., a Maine corporation, to December 28, 2001, and only instruments referencing property in Portland or referencing no property location at all were reviewed.

SKETCH PLAN IN PORTLAND, MAINE

SCALE 1" = 100'

HAYES ENGINEERING, INC.
CIVIL ENGINEERS &
LAND SURVEYORS



DECEMBER 20, 2001

603 SALEM STREET
MAINEFIELD, MASS. 01830
TEL. (781) 245-2800

SHOWING LEASE AREAS

REVISIONS:

FEBRUARY 6, 2002
LEASE AREAS CHANGED

SEPTEMBER 3, 2002
LEASE AREAS CHANGED

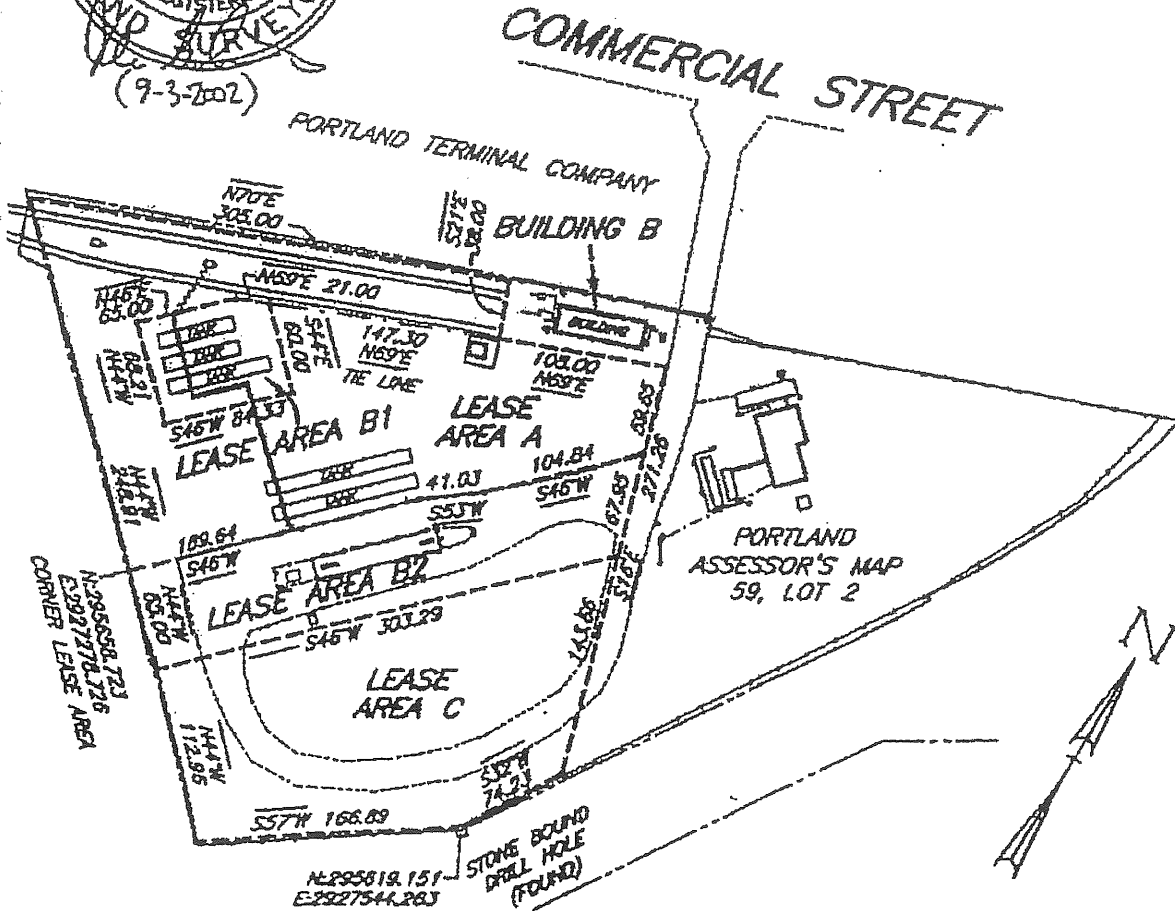
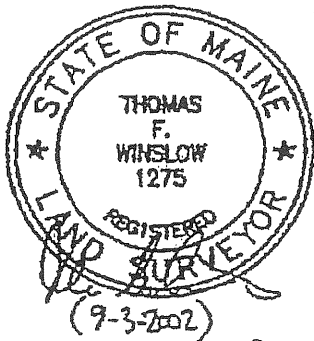


Exhibit "D"
[Portland-Ground Lease]

Description of Assets located at Lot 2, Commercial Street, Portland, Maine subject to a Right of First Refusal:

- (a) Three (3) 30,000-gallon liquid propane storage tanks (above ground), located on "Lease Area B1," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/02, as revised through September 3, 2002 (the "Portland Sketch Plan");
- (b) Lot perimeter fencing surrounding "Lease Area A" and outside of "Lease Area A," as identified on the Portland Sketch Plan;
- (c) Remote gas detection equipment located in fenced areas identified on the Portland Sketch Plan;
- (d) Liquid propane filling stations located next to the 60,000-gallon liquid propane storage tanks referred to in (a)
- (e) All improvements, after the date of this Agreement, to the buildings and structures listed above.

Excluded Assets:

- (a) The peak shaving/compressor building, located outside of "Lease Area A," "Lease Area B1," "Lease Area B2" and "Lease Area C," as identified in the Portland Sketch Plan, is expressly excluded from, and is not subject to, a right of first refusal; and
- (b) The utility regulator building (Building B), located north of "Lease Area A" and east of "Lease Area B1," as identified on the Portland Sketch Plan, is expressly excluded from, and is not subject to, a right of first refusal.

12/5/02 v1 P

DC.DOC3112794J

BILL OF SALE

THIS BILL OF SALE is made as of March 15th, 2003 (this "Bill of Sale") by Northern Utilities, Inc., a New Hampshire corporation (the "Seller"), in favor of EnergyUSA Propane, Inc., a Delaware corporation (the "Buyer").

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. Sale of Assets The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, its successors and assigns, all of the Seller's right, title and interest in and to (1) those assets located at Lot 2 Commercial Street, Portland, Maine and identified as "Purchased Assets" on Schedule 1 hereto, but not including any assets identified as "Excluded Assets" on Schedule 1 hereto, and (2) the vehicles listed on Schedule 2 hereto (collectively, the "Purchased Assets").

2. Purchase Price The aggregate purchase price for all of the Purchased Assets shall be \$66,372. The Purchase Price shall be payable on the date hereof by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by the Seller to the Buyer in connection with the delivery of this Bill of Sale.

3. Absence of Liens The Seller represents to the Buyer that it has good and marketable title to the Purchased Assets, free and clear of all liens, claims, security interests, charges and other encumbrances and all rights of third parties of any type of description (collectively, "Liens") and that this Bill of Sale is valid and effective to transfer and assign to the Buyer good and marketable title to the Purchased Assets, free and clear of all Liens.

4. Condition of the Purchased Assets The Seller represents and warrants that the liquid propane storage tanks included in the Purchased Assets are in good working order and condition, ordinary wear and tear excepted.

5. Appointment of Buyer as Attorney in Fact The Seller hereby irrevocably makes, constitutes and appoints the Buyer as its true and lawful attorney, with full power of substitution, in its name or stead, but on behalf of and for the benefit of the Buyer, to demand and receive from time to time any and all of the Purchased Assets hereby sold, assigned, transferred or conveyed or intended so to be, to give receipts, releases and acquittances for or in respect of the Purchased Assets or any part thereof, and from time to time to institute and prosecute in the name of the Seller or in the name of the Buyer, its successors or assigns, as the legal attorney-in-fact of the Seller hereunto duly authorized, for the benefit of the Buyer, its successors, or assigns, any and all proceedings at law, in equity or otherwise, that the Buyer, its

successors or assigns may deem proper for the enforcement of any claim or right of any kind hereby sold, assigned, transferred or conveyed or intended so to be, and to do all acts and things in relation to the Purchased Assets that the Assignee, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

6. Further Assurances The Seller hereby covenants that, at any time from time to time after the delivery of this Bill of Sale, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney, and assurances as the Buyer may reasonably require more effectively to convey, transfer to or vest in the Buyer the Purchased Assets or better to enable the Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Bill of Sale.

7. Execution in Counterparts This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8. Governing Law This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine (without giving effect to conflict of law principles).

Northern Utilities, Inc.
as Seller

By: Robert C. Skaggs, Jr.
Name: Robert C. Skaggs, Jr.
Title: President & CEO

Accepted and Acknowledged as of
this day of March, 2003

EnergyUSA Propane, Inc.
as Buyer


By: _____
Name:
Title:

Northern Utilities, Inc.
as Seller

By: _____
Name:
Title:

Accepted and Acknowledged as of
this 15th day of March, 2003

EnergyUSA Propane, Inc.
as Buyer

By: 
Name: ROBERT R. KOPP
Title: President

SCHEDULE 1

Assets Located at Lot 2 Commercial Street, Portland, Maine

A. Purchased Assets:

1. Two 60,000 -gallon liquid propane storage tanks (above ground), located at the northwest end of "Lease Area A," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/01 as revised through September 3, 2002 (the "Portland Sketch Plan"), together with all related equipment and piping attached to those tanks, and
2. One Corken liquid propane gas pump located in the vicinity of the tanks described above.
3. The railroad sidings and unloading towers located in Lease Area A in the Portland Sketch Plan.

B. Excluded Assets:

All other buildings, structures, equipment and attached piping not identified under A, above, including but not limited to three 30,000-gallon liquid propane gas storage tanks (above ground), located outside of Lease Area A.

SCHEDULE 2

Transferred Vehicles:

Location	Vehicle #	Year	Make/model	Type	Vehicle VIN#	Vehicle Weight	Tank Size	Purchase Price (\$)
Ellet	LP 31	1990	Chev/CK2090	Pick-up	1G00K24K1LE180175	9,000	N/A	2,000
Portland	LP 63	1997	Ford F350	Utility	JFEXF38G6VMA61987	11,000	N/A	10,000
Portland	LP 66	1990	Ford F350	Utility	1EDRF38G6LNE22398	9,000	N/A	1,000
Portland	LP 70	1997	Chevy CK1500	Pick-up	1GCEK19R8VE201467	6,000	N/A	10,000

DC\DOCS\1287954

EXHIBIT 2 to
Agreement and Modification
of 2003 Lease

Execution Copy

AGREEMENT RELATING TO THE
LEASE OF CERTAIN REAL PROPERTY

This Agreement (this "Agreement") is entered into as of this 5th day of March, 2003, between Northern Utilities, Inc., a New Hampshire corporation (the "Grantor"), and EnergyUSA Propane, Inc., a Delaware corporation (the "Grantee").

WHEREAS, the Grantor and the Grantee have entered into, as of the date hereof, a Ground Lease Agreement (the "Ground Lease Agreement"), pursuant to which the Grantor has agreed to lease to the Grantee a portion of the real property located at Lot 2 Commercial Street, Portland, Maine (the "Leased Premises"), and a Bill of Sale pursuant to which the Grantor has conveyed to the Grantee certain personal property located on the Leased Premises (the "Bill of Sale"); and

WHEREAS, the Grantor has retained its right, title and interest in and to certain other assets located on real property adjacent to the Leased Premises, as more fully described on Schedule 1 to this Agreement (the "Assets"); and

WHEREAS, the Grantor desires to grant to the Grantee, and the Grantee desires to obtain from the Grantor, a right of first refusal to acquire the Assets, and to provide for the lease to the Grantee of certain additional real property adjacent to the Leased Premises, subject to the terms and conditions set forth herein; and

WHEREAS, the Grantor and the Grantee desire to provide for the operation and maintenance of the propane storage tanks located on the Leased Premises during a transitional period;

NOW THEREFORE, in consideration of the covenants and agreements contained in the Ground Lease Agreement and the Bill of Sale and for other good and valuable consideration, the Grantor and the Grantee agree as follows:

1. Grant of Right of First Refusal

(a) Grant of Right of First Refusal The Grantor hereby grants to the Grantee, subject to the terms and conditions set forth herein, a right of first refusal (the "Right of First Refusal") to purchase any or all of the Assets, at a purchase price equal to the depreciated book value of such Assets as of the last day of the calendar quarter preceding the date of purchase, in each case as reflected in the books and records of the Grantor. Information relating to the depreciated book value, as of October 29, 2002, of the Assets is included in the description of the Assets on Schedule 1 to this Agreement.

(b) Exercise Procedures Subject to Section 1(d) below, in the event that the Grantor shall determine, in its sole discretion, that any of the Assets is no longer required for the conduct of its utility business, the Grantor shall provide written notice of that decision to the Grantee, identifying the Asset or Assets that are available for sale and indicating the amount of the

purchase price for each of the Assets, as applicable, as determined in accordance with Section 1(a) of this Agreement (each a "Notice of Sale"). If the Grantee elects to exercise its right of first refusal to purchase any or all of the Assets identified in a Notice of Sale, the Grantee shall provide written notice of such exercise within forty-five (45) days of its receipt of such Notice of Sale, identifying those Assets that it elects to purchase (each an "Exercise Notice") and specifying the closing date for such purchase, which date shall be no later than fifteen (15) days following the date of delivery of such Exercise Notice (the "Closing Date"). On the Closing Date, (a) the Grantee shall pay the purchase price for the Assets being acquired by the Grantee, by wire transfer of immediately available funds to a bank account specified for that purpose by the Grantor, and (b) the Grantor shall execute and deliver to the Grantee a bill of sale, substantially in the form of Exhibit A, pursuant to which the Grantor shall convey to the Grantee all of Grantor's right, title and interest in the Assets being acquired by the Grantee. The Grantee acknowledges and agrees that the Assets shall be conveyed "as is," with no representations or warranties with respect to the Assets being given by the Grantor, except for the representation that the Assets so conveyed are owned by the Grantor, as of the Closing Date, free and clear of any liens or encumbrances arising out of the acts or omissions of the Grantor prior to the Closing Date. If the Grantee fails to provide an Exercise Notice to the Grantor within forty-five (45) days of its receipt of a Notice of Sale, the Grantee shall be conclusively deemed to have elected not to exercise its Right of First Refusal with respect to the Assets identified in the Notice of Sale, and the Grantor shall be free to sell or otherwise dispose of those Assets free of the Right of First Refusal.

(c) Agreement to Lease Additional Property adjacent to the Leased Premises In the event that the Grantee exercises its right of first refusal to purchase the three liquid propane gas storage tanks referred to in paragraph (a) of Schedule 1 to this Agreement, the real property subject to the Ground Lease Agreement shall be automatically expanded, as of the Closing Date and in accordance with the terms and conditions of the Ground Lease Agreement, to include the real property located in Lease Areas B1 and B2 on the "Sketch Plan in Portland, Maine Showing Lease Areas" by Hayes Engineering, dated December 20, 2001, as revised through September 3, 2002, attached as Schedule 2 to this Agreement (the "Portland Sketch Plan"), with no further action being required on the part of the Grantor or Grantee. In the event that the Grantor shall determine, in its sole discretion, that it no longer requires the use of Lease Area C, as reflected on Schedule 2, as a pipe storage yard in connection with the conduct of its utility business, the Grantor shall provide written notice of such determination to the Grantee, specifying the date upon which it proposes to close the pipe storage yard located in Lease Area C (the "Storage Yard Closure Date"). Effective as of the Storage Yard Closure Date specified in such notice, the real property subject to the Ground Lease Agreement shall be automatically expanded, in accordance with the terms and conditions of the Ground Lease Agreement, to include the real property located in Lease Area C on Schedule 2 to this Agreement.

(d) Effect of Use of Assets for Non-Utility Purposes The Grantor shall not enter into an agreement with any person or entity pursuant to which such person or entity shall have the right (i) to lease or otherwise use some or all of the Assets in connection with the distribution or sale of propane gas during the period beginning on October 1st and ending on April 30th of any year (a "Winter Lease"), without first having complied with the procedures set forth in Section 1(b), or (ii) to lease or otherwise use the Assets in connection with the distribution or sale of propane gas during the period beginning on May 1st and ending on September 30th of any year

(a "Summer Lease"), without first having given the Grantee the right to lease or use the Assets at the same cost and on substantially the same terms and conditions as have been agreed upon between the Grantor and such other person and entity. Notwithstanding the provisions of the first sentence of Section 1(b), any proposal by the Grantor to enter into a Winter Lease shall be deemed to constitute a determination by the Grantor that the Asset or Assets subject to that Winter Lease are no longer required for the conduct of its utility business. In the event that the Grantor proposes to enter into a Summer Lease, the Grantor shall provide written notice of that decision to the Grantee, identifying the Asset or Assets that are to be subject to the Summer Lease and indicating the amount of the rental or storage charges payable under the term, and any other material terms and provisions of the proposed Summer Lease (each a "Notice of Summer Lease"). The Grantee shall have the right to lease or otherwise use the Asset or Assets subject to the proposed Summer Lease on the same terms and conditions specified in the Notice of Summer Lease, upon written notice to the Grantor within ten (10) business days of the Grantee's receipt of such Notice of Summer Lease. If the Grantee fails to provide such notice to the Grantor within ten (10) business days of the Grantee's receipt of a Notice of Summer Lease, the Grantee shall be conclusively deemed to have elected not to exercise its right to lease or otherwise use the Assets on the terms and conditions specified in the Notice of Summer Lease, and the Grantor shall be free to enter into a Summer Lease with any other person or entity within forty-five (45) days of the date of its Notice of Summer Lease on terms and conditions no more favorable to such person or entity than the terms and conditions specified in such Notice of Summer Lease.

2. Use of Unloading Station and Towers Upon the Grantee's request, the Grantor shall permit the Grantee the use of the liquid propane filling stations located outside of the Leased Premises for the purpose of loading and unloading liquid propane into the tanks owned by the Grantee located on the Leased Premises. In exchange for such right, the Grantee, upon the Grantor's request, shall permit the Grantor to use the railroad sidings and rail unloading towers located on the Leased Premises for the purpose of loading and unloading liquid propane gas into the propane tanks owned by the Grantor, located outside of the Leased Premises. Each party shall coordinate with the other party the schedule on which it proposes to use the unloading facilities.

3. Notices All notices required to be given pursuant to this Agreement shall be given either (a) by United States registered or certified mail, postage prepaid, (b) by reputable overnight courier, postage prepaid, (c) by personal delivery, or (d) by facsimile transmission, provided that a hard copy is sent (post-marked) the same day by regular mail or by overnight courier to the parties at the addresses set forth below:

If to Grantor:

Northern Utilities, Inc.
c/o Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581
Attn: Vice President-Operations
Tel. No. 508-836-7358
Fax No. 508-836-7075

with a copy to:

Northern Utilities, Inc.
c/o Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581
Attn: Legal Department
Tel. No. 508-836-7000
Fax No. 508-836-7039

If to Grantee:

EnergyUSA Propane, Inc.
500 Myka Standish Boulevard
Taunton, Massachusetts 02780
Attn: President
Tel. No. 508-884-3090
Fax No. 508-884-3092

with a copy to:

North American Propane, Inc.
707 East Main Street, Suite 1100
Richmond, Virginia 23218
Attn: Robert R. Kaplan
Tel. No. 804-649-2506
Fax No. 804-649-3444

or to such other address or addresses as may be specified from time to time for such purpose by notice given by either party to the other party pursuant to this Section 3. Notice given pursuant to this Section 3 shall be deemed delivered or received ten (10) business days after mailing, one (1) business day after delivery to an overnight courier, or the same day as received, if sent by either personal delivery or facsimile transmission.

4. Assignment The Grantee shall have the right to assign its rights and obligations under this Agreement to any person or entity that acquires all or substantially all of the propane assets of the Grantee.

5. Execution in Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth in the first paragraph.

NORTHERN UTILITIES, INC.

By: Robert C. Slaggs, Jr.
Name: Robert C. Slaggs, Jr.
Title: President & CEO

ENERGYUSA PROPANE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth in the first paragraph.

NORTHERN UTILITIES, INC.

By: _____
Name:
Title:

ENERGYUSA PROPANE, INC.

By: Robert K. Kaplan
Name: ROBERT K. KAPLAN
Title: President

EXHIBIT A
(To Form of Agreement Relating to the Lease
of Certain Real Property)

FORM OF BILL OF SALE

THIS BILL OF SALE is made as of _____, _____ (this "Bill of Sale") by Northern Utilities, Inc., a New Hampshire corporation (the "Seller"), in favor of _____, a _____ corporation (the "Buyer").

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. Sale of Assets The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, its successors and assigns, all of the Seller's right, title and interest in and to all of the assets identified as "Purchased Assets" on Schedule 1 hereto (the "Purchased Assets"), but not including any assets identified as "Excluded Assets" on Schedule 1 hereto.
2. Purchase Price The aggregate purchase price for all of the Purchased Assets shall be _____. The Purchase Price shall be payable on the date hereof by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by the Seller to the Buyer in connection with the delivery of this Bill of Sale.
3. Absence of Liens The Seller represents to the Buyer that it has good and marketable title to the Purchased Assets, free and clear of all liens, claims, security interests, charges and other encumbrances and all rights of third parties of any type of description (collectively, "Liens") and that this Bill of Sale is valid and effective to transfer and assign to the Buyer good and marketable title to the Purchased Assets, free and clear of all Liens.
4. Condition of the Purchased Assets The Buyer acknowledges and agrees that the Purchased Assets are being sold by the Seller "as is" without any representation or warranty as to their condition and that the Buyer has sought the advice of a competent person or is relying on its own judgment as to the condition of the Purchased Assets.
5. Appointment of Buyer as Attorney in Fact The Seller hereby irrevocably makes, constitutes and appoints the Buyer its true and lawful attorney, with full power of substitution, in its name or stead, but on behalf of and for the benefit of the Buyer, to demand and receive from time to time any and all of the Purchased Assets hereby sold, assigned, transferred or conveyed or intended so to be, to give receipts, releases and acquittances for or in respect of the Purchased Assets or any part thereof, and from time to time to institute and prosecute in the name of the Seller or in the name of the Buyer, its successors or assigns, as the legal attorney-in-fact of the Seller thereunto duly authorized, for the benefit of the Buyer, its

successors, or assigns, any and all proceedings at law, in equity or otherwise, that the Buyer, its successors or assigns may deem proper for the enforcement of any claim or right of any kind hereby sold, assigned, transferred or conveyed or intended so to be, and to do all acts and things in relation to the Purchased Assets that the Assignee, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

6. Further Assurances The Seller hereby covenants that, at any time from time to time after the delivery of this Bill of Sale, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney, and assurances as the Buyer may reasonably require more effectively to convey, transfer to or vest in the Buyer the Purchased Assets or better to enable the Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Bill of Sale.

7. Execution in Counterparts This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8. Governing Law This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine (without giving effect to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date and year set forth in the first paragraph.

Northern Utilities, Inc.
as Seller

By: _____
Name:
Title:

Accepted and Acknowledged as of
this ____ day of March, 2003

EnergyUSA Propane, Inc.,
as Buyer

By: _____
Name:
Title:
12/4/03 v1 F

SCHEDULE 1

Description of Assets Subject to Right of First Refusal

Assets Located at Lot 2, Commercial Street, Portland, Maine:

- (a) Three (3) 30,000-gallon liquid propane storage tanks (above ground), located on "Lease Area B1," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/02, as revised through September 3, 2002 (the "Portland Sketch Plan");
- (b) Lot perimeter fencing surrounding "Lease Area A" and outside of "Lease Area A," as identified on the Portland Sketch Plan;
- (c) Remote gas detection equipment located in fenced areas identified on the Portland Sketch Plan;
- (d) Liquid propane filling stations located next to the 60,000-gallon liquid propane storage tanks referred to in (a);
- (e) All improvements, after the date of this Agreement, to the buildings and structures listed above.

The following assets are expressly excluded from, and not subject to, a right of first refusal:

- (a) The peak shaving/compressor building, located outside of "Lease Area A," "Lease Area B1," "Lease Area B2" and "Lease Area C," as identified in the Portland Sketch Plan; and
- (b) The utility regulator building (Building B), located north of "Lease Area A" and east of "Lease Area B1," as identified on the Portland Sketch Plan.

Aggregate Depreciated Book Value at 10/29/02
of Assets Subject to Right of First Refusal:

\$ 26,537

EXHIBIT 3 - (Page 1 of 2)
 (MODIFIED per 2012 Agreement
 and Modification to 2003 Lease)

SCHEDULE I

ATTACHMENT A

SKETCH PLAN IN PORTLAND, MAINE

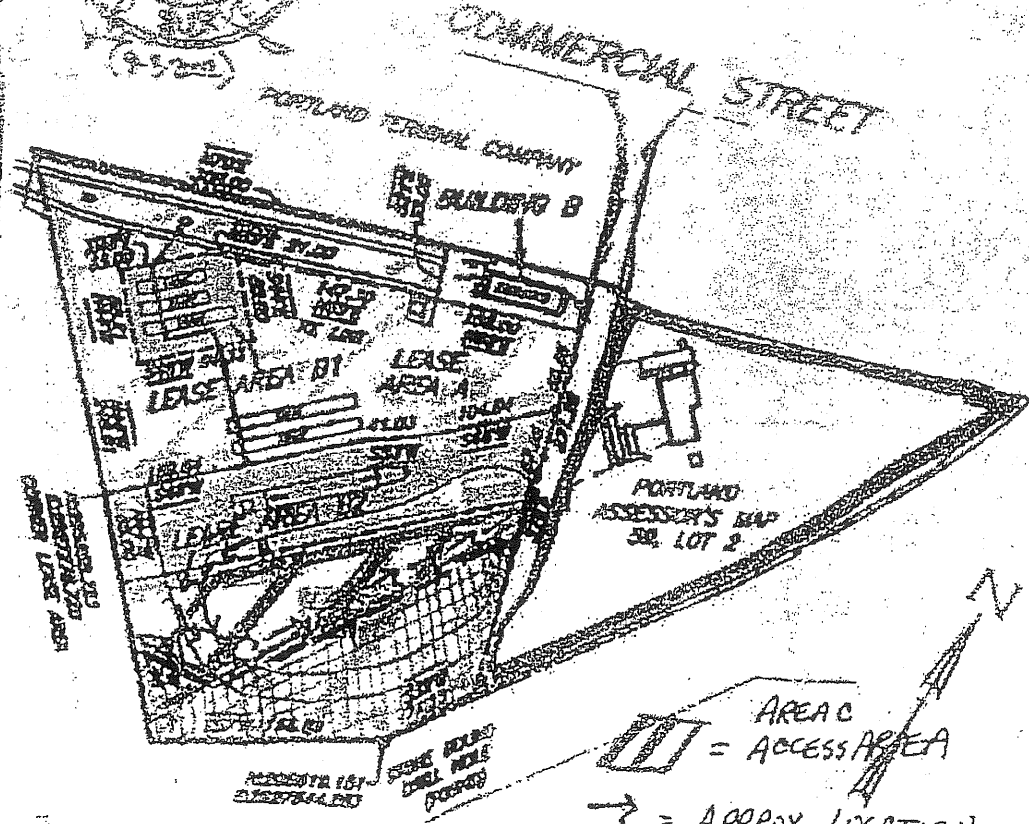
SCALE 1" = 100'
 THESE DIMENSIONS ARE
 FOR RECORD &
 LEASE PURPOSES



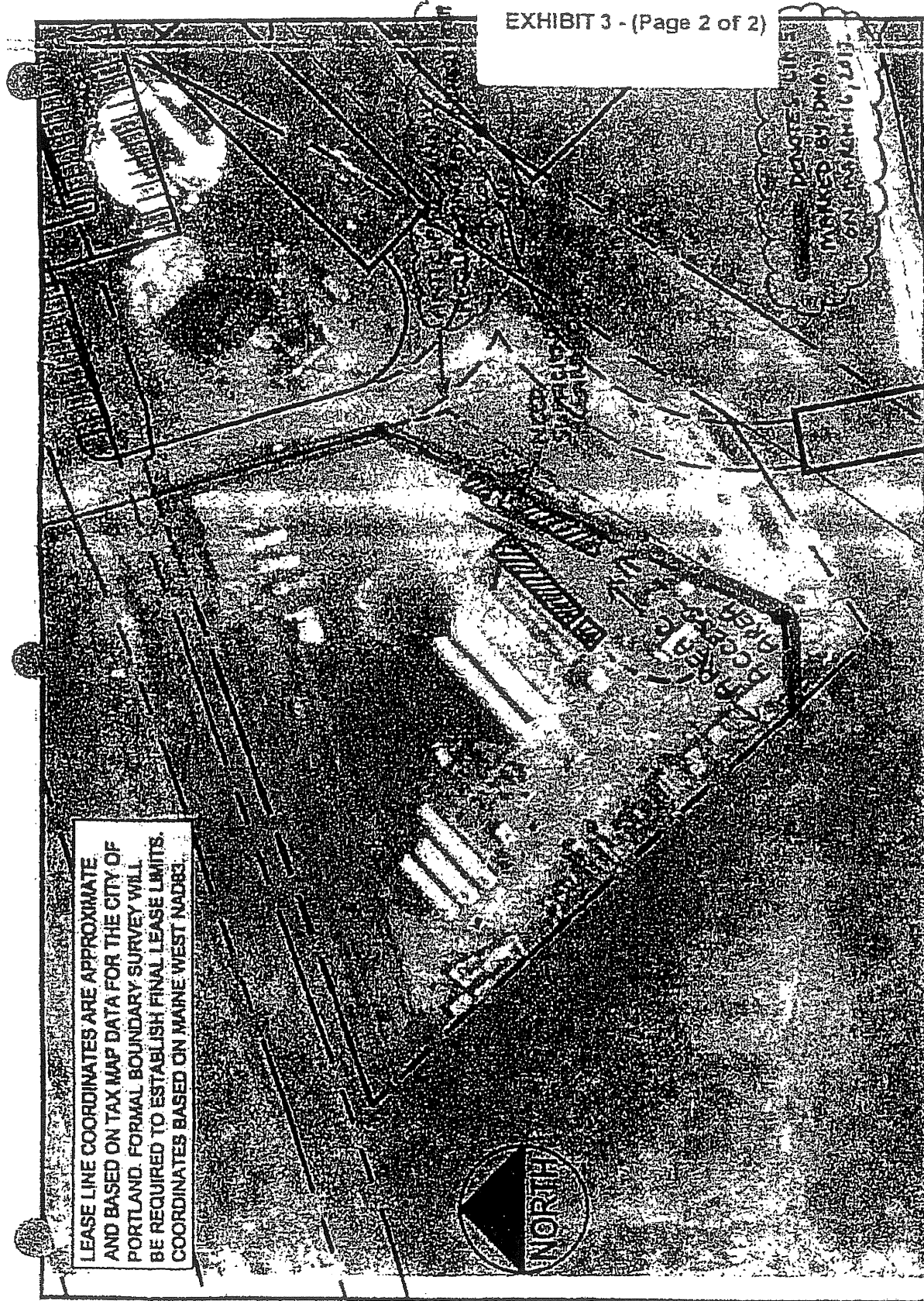
APPROXIMATE 2012
 500' CHAIN SURVEY
 RECORDED AT THE
 REGISTRY OF DEEDS
 VOL. 674 P. 25-25B

SHOWING LEASE AREAS

RECORDED
 REGISTERED & 2003
 LEASE AREA CONTROL
 REGISTERED & 2003
 LEASE AREA CONTROL



AREA C
 = ACCESS AREA
 → = APPROX. LOCATION
 OF ACCESSWAY



LEASE LINE COORDINATES ARE APPROXIMATE AND BASED ON TAX MAP DATA FOR THE CITY OF PORTLAND. FORMAL BOUNDARY SURVEY WILL BE REQUIRED TO ESTABLISH FINAL LEASE LIMITS. COORDINATES BASED ON MAINE WEST NAD83.

FIGURE			
DRAWN:	DATE:	SCALE:	A
DESIGNED:	FILE NO.:	JOB NO.:	
CHECKED:	DATE:	NO.:	

**PRELIMINARY
LEASE LINE
EXHIBIT**

**NEW BOATYARD LLC
58 FORE STREET
PORTLAND, ME 04101**

Deluca-Hoffman Associates, Inc.
775 WASHINGTON STREET, SUITE 6
SOUTH PORTLAND, ME 04106
207.776.1121
WWW.DELUCAHOFFMAN.COM

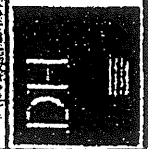


EXHIBIT 4

to Agreement and Modification of 2003 Lease

**Exercise of Right of First Refusal and
Release of 2003 Lease Rights to Area C**

In accordance with the provisions of the Ground Lease Agreement and its Paragraph 31, **Exhibit 1** to the Agreement and Modification of 2003 Lease and the provisions of the Agreement Relating to Lease of Certain Real Property and its Paragraph 1, **Exhibit 2** to the Agreement and Modification of 2003 Lease (hereinafter collectively referred to as the "2003 Propane Lease"), NGL-NE, LLC (assignee of EnergyUSA Propane, Inc.) (hereinafter "Propane") exercises its Right of First Refusal to purchase the assets described in the Bill of Sale, **Exhibit 5** to the Agreement and Modification of 2003 Lease, including the three propane tanks and related assets (being those assets described in Exhibit D to the 2003 Propane Lease), and accepts the automatic expansion of the 2003 Propane Lease leasehold to include the land located in Lease Area B1 and Lease Area B2 in accordance with the terms of the 2003 Propane Lease.

Propane further releases all rights, including any inchoate, option, right of first refusal or other rights, to Lease Area C, including those set forth in Paragraph 31 of the Ground Lease Agreement, **Exhibit 1**, and Paragraph 1 of the Agreement Relating to Certain Real Property, **Exhibit 2**; even in the event that Northern Utilities d/b/a Unitil determines that it no longer requires the use of Lease Area C as a pipe storage yard in connection with conducting its utility business, IN CONSIDERATION OF and conditional upon Northern Utilities' grant to Propane of access rights over a portion of Area C described in the Leasehold Right of Access, **Exhibit 6**, pursuant to the terms of the Agreement and Modification of 2003 Lease, Paragraph 1, and as to which the aforesaid release of rights does not apply.

DATED:

NGL-NE, LLC

By:

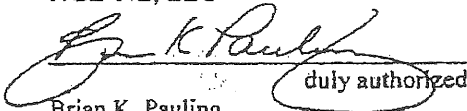

duly authorized
Brian K. Pauling
COO / NGLEP Midstream

EXHIBIT 5 TO
Agreement and Modification of 2003 Lease

BILL OF SALE

THIS BILL OF SALE is made as of May 4th, 2012 ("Bill of Sale") by Northern Utilities, Inc., d/b/a Unitil, a New Hampshire corporation (the "Seller"), in favor of NGL-NE, LLC, a Delaware limited liability company (the "Buyer").

WHEREAS the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. Sale of Assets. The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, its successors and assigns, all of the Seller's right, title and interest in and to all of the assets identified as "Purchased Assets" on Schedule 1 hereto (the "Purchased Assets"), but not including any assets identified as "Excluded Assets" on Schedule 1 hereto.

2. Purchase Price. The aggregate purchase price for all of the Purchased Assets shall be \$26,537.00. The purchase price shall be payable on the date hereof by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by the Seller to the Buyer in connection with the delivery of this Bill of Sale.

3. Absence of Liens. The Seller represents to the Buyer that it has good and marketable title to the Purchased Assets, free and clear of all liens, claims, security interests, charges and other encumbrances and all rights of third parties of any type or description (collectively, "Liens"), and that this Bill of Sale is valid and effective to transfer and assign to the Buyer good and marketable title to the Purchased Assets, free and clear of all Liens.

4. Condition of the Purchased Assets. The Buyer acknowledges and agrees that the Purchased assets are being sold by the Seller "as is" without any representation or warranty as to their condition and that the Buyer has sought the advice of a competent person or is relying on its own judgment as to the condition of the Purchased Assets. Seller has no records on the origin, history, condition, usability or safety of the Purchased Assets, and Buyer purchases and uses the Purchased Assets at Buyer's risk and indemnifies and holds harmless Seller from any claims that may arise related to them.

5. Appointment of Buyer as Attorney in Fact. The Seller hereby irrevocably makes, constitutes and appoints the Buyer as its true and lawful attorney, with full power of substitution, in its name or stead, but on behalf of and for the benefit of the Buyer, to demand and receive from time to time any and all of the Purchased Assets hereby sold, assigned,

transferred or conveyed or intended so to be, to give receipts, releases and acquittances for or in respect of the Purchased Assets or any part thereof, and from time to time to institute and prosecute in the name of the Seller or in the name of the Buyer, its successors or assigns, as the legal attorney-in-fact of the Seller thereunto duly authorized, for the benefit of the Buyer, its successors, or assigns, any and all proceedings at law, in equity or otherwise, that the Buyer, its successors or assigns may deem proper for the enforcement of any claim or right of any kind hereby sold, assigned, transferred or conveyed or intended so to be, and to do all acts and things in relation to the Purchased Assets that the assignee, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.


6. **Further Assurances.** The Seller hereby covenants that, at any time from time to time after the delivery of this Bill of Sale, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney, and assurances as the buyer may reasonably require more effectively to convey, transfer to or vest in the Buyer the Purchased Assets or better to enable the Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Bill of Sale.

7. **Execution in Counterparts.** This Bill of Sale shall be governed by and construed in accordance with the law of the State of Maine (without giving effect to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date and year set forth in the first paragraph.

NORTHERN UTILITIES, INC.
d/b/a UNITIL

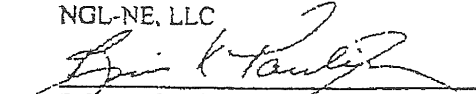
By:
Its:



TREASURER

NGL-NE, LLC

By:
Its:



Brian K. Pauling
COO / NGLEP Midstream

Schedule 1 - Purchased Assets

Description of Assets located at Lot 2, Commercial Street, Portland, Maine

- (a) Three (3) 30,000-gallon liquid propane storage tanks (above ground), located on "Lease Area B1," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/02, as revised through September 3, 2002 (the "Portland Sketch Plan");
- (b) Lot perimeter fencing surrounding "Lease Area A" and outside of "Lease Area A," as identified on the Portland Sketch Plan;
- (c) Remote gas detection equipment located in fenced areas identified on the Portland Sketch Plan;
- (d) Liquid propane filling stations located next to the 60,000-gallon liquid propane storage tanks referred to in (a)
- (e) All improvements, after the date of this Agreement, to the buildings and structures listed above.

Excluded Assets:

- (a) The peak shaving/compressor building, located outside of "Lease Area A," "Lease Area B1," "Lease Area B2" and "Lease Area C," as identified in the Portland Sketch Plan, is expressly excluded
- (b) The utility regulator building (Building B), located north of "Lease Area A" and east of "Lease Area B1," as identified on the Portland Sketch Plan, is expressly excluded

SCHEDULE 1

Approximate Description of Area C Access Area

A certain lot or parcel of land, with the buildings thereon, lying southerly of West Commercial Street in the City of Portland, County of Cumberland and State of Maine, being more approximately described as follows:

Beginning at the southwesterly corner of the leased premises under the Propane Lease as described in the Agreement and Modification of 2003 Lease; thence continuing on an extension of the westerly boundary of the leased premises S 43 degrees 25 minutes 16.68 seconds E, 50 feet, to a point; thence N 84 degrees 57 minutes 15.26 seconds E, 62.78 feet, to a point; thence N 34 degrees 17 feet, 20.10 seconds East, 238.11 feet, to a point on an extension of the easterly boundary of the leased premises under the Propane Lease; thence N 16 degrees 20 minutes 59.81 seconds W, 30 feet, to the southeasterly corner of the leased premises under the Propane Lease; thence S 48 degrees 49 minutes 21.80 seconds W, 295.76 feet, to the point of beginning.

The approximate location of the access area is shown as the area marked with the red hatched lines and delineated as Area C Access Area on Exhibit 3 (Page 1 of 2).

SCHEDULE 4

SCHEDULE 4
SITE ACCESS AGREEMENT

On this ____ day of _____, 2012, Northern Utilities, Inc., d/b/a Unitil ("Unitil"), with a mailing address of 6 Liberty Lane West, Hampton, New Hampshire 03842-1720 ("Unitil") enters into this Site Access Agreement with _____, a _____ corporation/person with a mailing address of _____ ("Interested Party").

1. Right of Access to Unitil's Premises at 40 West Commercial Street, Portland, Maine described on the City of Portland's Tax Map 59 as Lot 4530 and Lot 4534 [and 59-A-2; 59-A-5-6; and 59-A-9-10] ("Premises"):

(a) Scope of Access. Interested Party shall have the right to access the Premises at reasonable, mutually agreed-upon times, to enable Interested Party to conduct any surveys, inspections and non-invasive investigations, assessments, and studies as New Yard LLC deems to be necessary for it to assess the Premises for the purpose of obtaining boatyard facility and related permits pursuant to its Option Agreement with Unitil ("Option Agreement"). Interested Party shall notify Unitil in writing of any intention it may have to excavate, sample, or otherwise disturb the Premises, to obtain Unitil's advance written approval, subject to any conditions Unitil may require, for such excavation, sampling or other activity that may disturb the soil or personalty on the Premises;

(b) Access subject to Tenant's rights. Interested Party's right to access the Premises is subject to the leasehold rights of Unitil's Tenant, NGL-NE LLC, a propane gas company, or its successor, over a portion of the Premises' inland parcel, and shall be conducted in such a manner as not to disturb or interfere with Tenant's leasehold rights except as permitted in advance by Tenant and confirmed by Unitil.

(c) Interested Party's Duty to Repair. Interested Party agrees that it will promptly repair any physical damage to any property that may result from Interested Party's exercise of its rights pursuant to this Agreement.

(d) Acknowledgment of Environmental Conditions. Interested Party acknowledges that it is aware of existing environmental conditions at and near the Property and that there are publicly available files containing Environmental Reports submitted to governmental agencies regarding the existence of Hazardous Substances regulated under Environmental Laws. Until Unitil completes the work required of it by the amended VRAP, Interested Party undertakes activities on or around the Property at its own risk.

(e) Interested Party Release and Indemnification of Unitil. Interested Party agrees to release, indemnify, hold harmless, and defend Unitil Group¹ from and against any and all claims, demands, causes of action, losses, damages, liabilities, injunctions, suits, actions, fines, penalties and demands of any kind or nature, including personal injury, bodily injury, death, property damages and related costs and expenses, assessments, charges, administrative and judicial proceedings and orders, judgments, costs and expenses (including reasonable attorney fees) that

¹ The term "Unitil Group" means and includes Unitil and its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents.

may be incurred by or threatened against Unutil Group and that arise, directly or indirectly, out of the activities of Interested Party, its members, principals, directors, affiliates, agents, contractors, employees or invitees on or near the Premises. This release and indemnity applies to Interested Party's use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, or disposal of any Hazardous Substance, on, under, from, to, or about the Property. This release and indemnity also relates to claims asserted by Interested Party's employees and agents without regard to any immunity that Interested Party may have under workers compensation laws, which immunity is hereby waived to the extent necessary to effectuate this access indemnification.

2. Remedies.

Unutil shall have all legal and equitable remedies available to it for breach of this Site Access Agreement by Interested Party, including recovery of its costs and attorney's fees to obtain relief from any such breach. As to any Claims that may have arisen during the Option Period, the provisions of this Agreement shall survive the closing on the Lease, Sale or other transfer of the Premises.

Dated: _____, 2012

Northern Utilities, Inc.
d/b/a Unutil

By: _____
Position in Company: _____

Name of Company or Person

By: _____
Position in Company: _____

SCHEDULE 5

SCHEDULE 5

40 WEST COMMERCIAL STREET

NOTICE AND ACKNOWLEDGEMENT
OF SITE CONTAMINATION AND SAFETY RULES

_____, with offices located at _____ on behalf of itself/myself and its/my employees, sub-contractors, agents, and invitees, have read and accept the following Notice:

From 1848-1963, the Property at 40 West Commercial Street, Portland, Maine, now owned by Northern Utilities, Inc. d/b/a Unitil, was the site of a coal gasification plant that created coal-tar and other by-products that contaminated the soil and groundwater. The contamination is being cleaned and contained under a VRAP Remediation Plan approved by the Maine Department of Environmental Protection, but not all contamination will be eliminated.

New Yard LLC has leased the Property to construct and operate a boatyard, and will direct such activities. Unitil will continue to remediate the Property during New Yard's boatyard construction and operation. New Yard's boatyard construction and Unitil's site remediation will involve disturbance and movement of contaminated soil and groundwater that may include hazardous substances, some of which may remain even after remediation is complete.

All persons on this Site should be aware that direct physical contact with the soil and surface groundwater could be hazardous. Any of your or your employees' activities on the Property must comply with New Yard's permitted boatyard development plan and Unitil's permitted VRAP remediation and soil management plan. Unitil does not supervise New Yard's boatyard construction work and it is not responsible for your or your employees' or invitees' safety. New Yard shall provide you its safety rules, including rules and practices to avoid exposure to soil and water.

In accessing or working on the Property, I acknowledge and agree that Unitil Group¹ is not liable for any loss, injury, damage or claim, liability, costs or expense of any kind that I or my employees, subcontractors, agents or invitees may incur, other than for conditions caused by Unitil's remediation of the Property or its failure to comply with VRAP requirements.

I also acknowledge and agree that any immunity provided under workers' compensation laws with regard to any claim by my employees or agents against Unitil Group is hereby waived.

This Notice and Acknowledgement survives any change in the Property's lease or ownership.

I have read and understood this Notice and accept its terms.

Dated: _____, 2012

Name of Company or Person

Company Position (if a company)

¹ The term "Unitil Group" means and includes Unitil and its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents.

SCHEDULE 6

SCHEDULE 6

NOTICE

ENVIRONMENTAL REMEDIATION SITE

APPROVED BY MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

From 1848 to 1963, this Property was a coal gasification plant that created coal-tar and other by-products that contaminated the soil and groundwater. The contamination is being cleaned and contained, but not all contamination will be eliminated.

FOR YOUR SAFETY



- DO NOT SWIM OR RECREATE ON THE PROPERTY
- DO NOT DIG
- AVOID ANY ACTIVITY THAT BRINGS YOU INTO DIRECT CONTACT WITH THE SOIL, OR SURFACE OR GROUND WATER

NOTICE TO CONTRACTORS:

This Property is leased to New Yard, LLC, to construct and operate a Boatyard. The Landlord does not supervise the boatyard and it is not responsible for your or your employees' or invitees' safety. New Yard shall provide you its safety rules, including rules and practices to avoid exposure to soil and water.

By entering the Property you agree to release Landlord from any claims, including for property damage or personal injury that you or your employees, subcontractors, agents or invitees may incur, and you agree further that any immunity provided under workers' compensation laws with regard to any claim by your employees or agents against Landlord is hereby waived.

FOR MORE INFORMATION CALL NEW YARD LLC'S BOATYARD AT 774-1067.

SCHEDULE 7

SCHEDULE 7

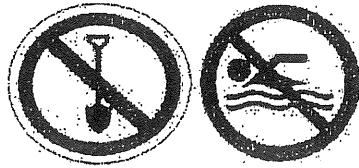
NOTICE

ENVIRONMENTAL REMEDIATION SITE

APPROVED BY MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

From 1848 to 1963, this Property was a coal gasification plant that created coal-tar and other by-products that contaminated the soil and groundwater. The contamination is being cleaned and contained, but not all contamination will be eliminated.

FOR YOUR SAFETY



- DO NOT SWIM OR RECREATE ON THE PROPERTY
- DO NOT DIG
- AVOID ANY ACTIVITY THAT BRINGS YOU INTO DIRECT CONTACT WITH THE SOIL, OR SURFACE OR GROUND WATER

FOR MORE INFORMATION CALL NEW YARD LLC'S BOATYARD AT 774-1067.

ATTACHMENT A

Portland Water District Easement Deed

3071/36

202

2951

KNOW ALL MEN BY THESE PRESENTS, that PORTLAND TERMINAL COMPANY, a Corporation organized and existing under the laws of the State of Maine and located at Portland in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations paid by PORTLAND WATER DISTRICT, a municipal corporation existing under the laws of Maine, and located at 225 Douglass Street, Portland, County of Cumberland and State of Maine, the receipt whereof it does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and FOREVER QUIT-CLAIM unto the said PORTLAND WATER DISTRICT, its successors and assigns forever,

the right and privilege to install, maintain, repair, operate, replace and/or remove thirteen (13) sewer pipes with appurtenances, including protective casings and thrust blocks, under and across land and under certain tracks of the Grantor in the City of Portland, County of Cumberland and State of Maine, said sewer pipes to be laid in locations the center lines of which are described as follows:

The first location is for a sanitary gravity sewer pipe forty-eight (48) inches in diameter in the vicinity of State and Commercial Streets, entering onto the northeasterly side of the right of way of the Grantor at a point about thirty-two (32) feet southeasterly from, as measured normal to, the base line of location of the Grantor as established by the Federal Valuation Survey dated June 30, 1916, at or near Valuation Station 91+24 of Valuation Section 1-D; thence extending southwesterly along said right of way one hundred eighty-one (181) feet, more or less, to a manhole situated about thirty-five (35) feet southeasterly from said base line at or near Valuation Station 89+43 of said Survey; thence extending southwesterly along said right of way four hundred thirty-six (436) feet, more or less, to a manhole situated about twenty-six (26) feet southeasterly from said base line at or near Valuation Station 85+05 of said Survey; thence extending southwesterly across said right of way four hundred forty-five (445) feet, more or less, to a special structure situated about sixty-five (65) feet northwesterly from said base line at or near Valuation Station 80+55 of said Survey; thence extending southwesterly along said right of way one hundred seventeen (117) feet, more or less, to a point situated about forty-seven (47) feet northwesterly from said base line at or near Valuation Station 79+34 of said Survey; thence extending southwesterly and westerly along said right of way by a curve to the right, having a radius of four hundred (400) feet two hundred seventy-nine (279) feet, more or less, to a point situated about fifty-six (56) feet northerly from said base line at or near Valuation Station 76+16 of said Survey; thence extending westerly along said right of way fifty-four (54) feet, more or less, to a manhole situated about sixty-one (61) feet northerly from said base line at or near Valuation Station 75+62 of said Survey; thence extending westerly along said right

203

of way three hundred sixty-five (365) feet, more or less, to a manhole situated about eighty-nine (89) feet northerly from said base line at or near Valuation Station 71+98 of said Survey; thence extending westerly along said right of way two hundred forty (240) feet, more or less, to a manhole situated about one hundred seven (107) feet northerly from said base line at or near Valuation Station 69+59 of said Survey; thence extending westerly along said right of way five hundred four (504) feet, more or less, to a special structure situated about one hundred (100) feet northerly from said base line at or near Valuation Station 64+54 of said Survey; thence extending northwesterly across said right of way thirty-six (36) feet, more or less, to a point in the southerly sideline of West Commercial Street situated about one hundred twenty-eight (128) feet northerly from said base line at or near Valuation Station 64+31 of said Survey.

The second location is for a sanitary gravity sewer pipe forty-two (42) inches in diameter, entering onto the right of way of the Grantor at a point situated in the northwesterly sideline of Danforth Street about eight (8) feet southwesterly from the intersection of the said northwesterly sideline of Danforth Street with the northeasterly sideline of the right of way; thence extending northwesterly across said right of way four hundred six (406) feet, more or less, to a manhole situated about thirty (30) feet easterly from the southeast corner of Pier No. 2 of Veterans Memorial Bridge; thence extending northwesterly across said right of way two-hundred five (205) feet, more or less, to a manhole situated about one hundred forty-eight (148) feet southwesterly from, as measured normal to, the said base line of location of Valuation Section 1-D at or near Station 28+05 of said Valuation Survey; thence extending northwesterly across said right of way two hundred ninety-five (295) feet, more or less, to a manhole situated about thirty-six (36) feet westerly from the center line of the westward main track of Valuation Section 1-D at or near Station 25+96 of said center line; thence extending northerly along said right of way two hundred ninety-nine (299) feet, more or less, to a manhole situated about thirty-nine (39) feet westerly from said center line, at or near Station 22+83 of said center line; thence extending northerly along said right of way three hundred sixty-eight (368) feet, more or less, to a manhole situated about forty-one (41) feet westerly from said center line at or near Station 19+15 of said center line; thence extending northerly along said right of way four hundred forty-six (446) feet, more or less, to a manhole situated about forty-two (42) feet westerly from said center line at or near Station 14+69 of said center line; thence extending northerly along said right of way three hundred one (301) feet, more or less, to a manhole situated about thirty (30) feet southwesterly from, as measured normal to, the center line of Valuation Section 1-D relocation of 1952 of the Mountain Division main track at or near Station 3+78 of said center line; thence extending northwesterly along said right of way by a curve to the left having a radius of nine hundred twenty-five (925) feet, three hundred sixty-seven (367) feet, more or less, to a manhole situated about thirty (30) feet southwesterly from said center line at or near Station 7+57 of said center line; thence extending northwesterly and westerly along said right of way always about thirty (30) feet southwesterly and southerly from said center line three hundred seventy-eight (378) feet, more or less, to a manhole situated about thirty (30) feet southerly from said center line at or near Station 11+47 of said center line.

204

The third location is for a sanitary force main twenty-seven (27) inches in diameter, beginning at a manhole situated about thirty (30) feet southerly from said center line at or near Station 11+47 of said center line; thence extending westerly along said right of way always about thirty (30) feet southerly from said center line two hundred thirty-eight (238) feet, more or less, to a point situated about thirty (30) feet southerly from said base line at or near Station 13+90 of said center line; thence extending westerly along said right of way four hundred eighty-seven (487) feet, more or less, to a point situated about thirty-six (36) feet southerly from said center line at or near Station 18+78 of said center line; thence extending westerly along said right of way three hundred thirty-five (335) feet, more or less, to a point situated about sixty-five (65) feet southwesterly from said center line at or near Station 22+00 of said center line; thence extending northwesterly along said right of way one hundred forty-three (143) feet, more or less, to a manhole situated about forty-three (43) feet southwesterly from said center line at or near Station 23+35 of said center line; thence extending northwesterly along said right of way two hundred fifty (250) feet, more or less, to a point situated about thirty-five (35) feet southwesterly from said center line at or near Station 25+81 of said center line; thence extending northwesterly along said right of way fifty-five (55) feet, more or less, to a point situated about twenty-nine (29) feet southwesterly from said center line at or near Station 26+35 of said center line; thence extending northwesterly along said right of way sixty-five (65) feet, more or less, to a point situated about twenty-nine (29) feet southwesterly from said center line at Station 26+99.89 of said center line, said station being equal to the base line of location Station 30+10.86 of Valuation Section Two of the Grantor as established by the Federal Valuation Survey dated June 30, 1916; thence extending northwesterly along said right of way three hundred ninety-five (395) feet, more or less, to a point situated about fifteen (15) feet southwesterly from said base line at or near Station 34+06 of said Survey; thence extending westerly across said right of way seventeen (17) feet, more or less, to a point in the southwesterly sideline of said right of way situated twenty-eight (28) feet southwesterly from said base line at or near Station 34+18 of said Survey.

The fourth location is for a sanitary force main twenty-seven (27) inches in diameter entering onto the southwesterly side of the right of way of the Grantor at a point situated twenty-eight (28) feet southwesterly from, as measured normal to, the base line of location of the Grantor as established by the Federal Valuation Survey dated June 30, 1916, at or near Valuation Station 49+90 of Valuation Section Two; thence extending northerly from the southwesterly sideline of land of the Grantor fourteen (14) feet, more or less, to a point situated about eighteen (18) feet southwesterly from said base line at or near Valuation Station 50+00 of said Survey; thence extending northwesterly along said right of way three hundred fifteen (315) feet, more or less, to a point situated about eighteen (18) feet southwesterly from said base line at or near Valuation Station 53+15 of said Survey; thence extending westerly along said right of way fourteen (14) feet, more or less, to a point in the southwesterly sideline of said right of way situated twenty-eight (28) feet southwesterly from said base line at or near Valuation Station 53+25 of said Survey.

The fifth location is for a sanitary force main twenty-seven (27) inches in diameter entering onto the southwesterly side of

the right of way of the Grantor at a point situated twenty-eight (28) feet southwesterly from, as measured normal to, said base line of location of Valuation Section Two at or near Valuation Station 55+18 of said Survey; thence extending northerly from the southwesterly sideline of land of the Grantor fourteen (14) feet, more or less, to a point situated about eighteen (18) feet southwesterly from said base line at or near Valuation Station 55+28 of said Survey; thence extending northwesterly along said right of way one hundred eighty-five (185) feet, more or less, to a point situated about eighteen (18) feet southwesterly from said base line at or near Valuation Station-57+13 of said Survey; thence extending westerly along said right of way fourteen (14) feet, more or less, to a point in the southwesterly sideline of said right of way situated twenty-eight (28) feet southwesterly from said base line at or near Valuation Station 57+23 of said Survey.

The sixth location is for a sanitary force main twenty-seven (27) inches entering onto the southwesterly side of the right of way of the Grantor at a point situated forty-four and five tenths (44.5) feet southwesterly from as measured normal to said base line of location of Valuation Section Two at or near Valuation Station 68+42 of said Survey; thence extending northerly from the southwesterly sideline of land of the Grantor twenty-one (21) feet, more or less, to a point situated about thirty (30) feet southwesterly from said base line at or near Valuation Station 68+56 of said Survey; thence extending northwesterly along said right of way three hundred fifteen (315) feet, more or less, to a point situated about thirty (30) feet southwesterly from said base line at or near Valuation Station 71+71 of said Survey; thence extending westerly along said right of way sixteen (16) feet, more or less, to a point in the southwesterly sideline of said right of way situated forty-four and five tenths (44.5) feet southwesterly from said base line at or near Valuation Station 71+79 of said Survey.

The seventh location is for a sanitary gravity sewer pipe ten (10) inches in diameter entering onto the northwesterly sideline of the right of way of the Grantor at a point in the southeasterly sideline of Commercial Street opposite the International Ferry Terminal, situated about five (5) feet northwesterly from, as measured normal to, said base line of location of Valuation Section 1-D of the Grantor at or near Valuation Station 89+43 of said Survey; thence extending southeasterly across said right of way forty (40) feet, more or less, to a manhole situated about thirty-five (35) feet southeasterly from said base line at or near Valuation Station 89+43 of said Survey.

The eighth location is for a sanitary gravity sewer pipe eighteen (18) inches in diameter entering onto the northwesterly sideline of the right of way of the Grantor at a point in the southeasterly sideline of Commercial Street opposite the end of Clark Street situated about eighty-three (83) feet northwesterly from, as measured normal to, the said base line at or near Valuation Station 80+55 of said Survey; thence extending southeasterly across said right of way eighteen (18) feet, more or less, to a special structure situated about sixty-five (65) feet northwesterly from said base line at or near Valuation Station 80+55 of said Survey.

The ninth location is for a sanitary gravity sewer pipe eight (8) inches in diameter entering onto the right of way of the Grantor at a point in the northerly sideline of West Commercial Street near the West Commercial Street Ramp situated about one

hundred twenty-three (123) feet northerly from, as measured normal to, the base line of location of Valuation Section 1-D of the Grantor at or near Valuation Station 41+65 of said Survey; thence extending northerly across said right of way forty-two (42) feet, more or less, to a point in the southerly sideline of West Commercial Street Ramp situated about one hundred sixty-five (165) feet northerly from said base line at or near Valuation Station 41+59 of said Survey.

The tenth location is for a sanitary gravity sewer pipe eight (8) inches in diameter entering onto the southerly sideline of the right of way of the Grantor at a point in the northerly sideline of West Commercial Street Ramp situated about two hundred thirty (230) feet northerly from said base line at or near Valuation Station 41+51 of said Survey; thence extending northerly across said right of way forty-five (45) feet, more or less, to a point situated about two hundred seventy-five (275) feet northerly from said base line at or near Valuation Station 41+47 of said Survey.

The eleventh location is for a sanitary gravity sewer pipe eight (8) inches in diameter starting at a manhole on the right of way of the Grantor situated about one hundred forty-eight (148) feet southwesterly from, as measured normal to, the said base line of location of Valuation Section 1-D at or near Valuation Station 28+05 of said Valuation Survey; thence extending northeasterly across said right of way one hundred eighty-five (185) feet, more or less, to a manhole situated about thirty (30) feet northeasterly from said base line at or near Valuation Station 27+65 of said Survey.

The twelfth location is for a sanitary gravity sewer pipe twelve (12) inches in diameter entering onto the northeasterly side of the right of way of the Grantor at a point about fifty (50) feet northeasterly from said base line at or near Valuation Station 27+55 of said Survey; thence extending southwesterly across said right of way twenty-two (22) feet, more or less, to a manhole situated about thirty (30) feet northeasterly from said base line of location of said Valuation Section 1-D at or near Valuation Station 27+65 of said Survey; thence extending southeasterly along said right of way twelve (12) feet, more or less, to a point situated about thirty-five (35) feet northeasterly from said base line at or near Valuation Station 27+80 of said Survey.

The thirteenth location is for a gravity sewer seventy-two (72) inches in diameter entering onto the northwesterly side of the right of way of the Grantor at a point in the southwesterly sideline of Congress Street situated about fourteen (14) feet northwesterly from, as measured normal to, the said base line of location of Valuation Section Two at or near Valuation Station 73+65 of said Survey; thence extending southwesterly across said right of way sixty-two (62) feet, more or less, to a point in the southwesterly sideline of said right of way situated forty-four and five tenths (44.5) feet southwesterly from said base line at or near Valuation Station 73+45 of said Survey.

The Grantor herein further grants to the Grantee, its successors and assigns, the right to enter upon the premises of the Grantor at the aforesaid locations for the purpose of laying, maintaining, repairing, replacing and/or removing said pipes and appurtenances.

The Grantor reserves for itself, its successors and assigns, the right to construct or erect railroad tracks, or railroad fixtures over said pipes. Except for the replacement of existing build-

ings or structures, no permanent building or structure shall be constructed within ten (10) feet of the above described center lines.

By the acceptance of this deed, the Grantee herein covenants and agrees for itself, its successors and assigns, to exercise the foregoing right to install, maintain, repair, operate, replace and/or remove said pipes and appurtenances on, under and across the land of the Grantor herein at the aforesaid locations in accordance with the following terms and conditions:

1. The premises across which said pipes are to be located shall be restored to their original condition upon completion of the laying, maintenance, repair, replacement and/or removal of said pipes. All work done on said premises in exercise of this easement shall be performed to the written satisfaction of the Chief Engineer of the Grantor, its successors or assigns, who shall not unreasonably withhold the same.

2. Said Grantee shall reimburse said Grantor, its successors and assigns, for any and all expense which said Grantor, its successors or assigns, may incur by reason of the laying, maintenance, repair, replacement and/or removal of said pipes, under the terms of this easement, including cost of engineering supervision and flag protection deemed necessary by said Chief Engineer, as well as any levies, taxes or assessments on account of said pipes.

3. The said Grantee shall fully and completely indemnify and save harmless the Grantor herein, its successors and assigns, from any and all loss, cost, damage, expense, claims, suits, demands or judgments, direct or indirect, arising out of or in any way referable to the easement granted herein, the installation and maintenance of said pipes and the presence upon said premises of the agents, servants and employees of the Grantee as herein permitted or by reason of failure of the Grantee to fully perform all the terms and conditions herein contained whether such loss, cost, damage, expense, claims, suits, demands or judgments shall be suffered by reason of damage to the property of the parties hereto, their successors or assigns, or the property of others, or by reason of injury to, including death of, the agents, servants, or employees of the parties hereto, their successors or assigns, or any other person or persons whomsoever; except such losses as may arise solely from negligence of the Grantor, its servants or agents, or successors or assigns.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said PORTLAND WATER DISTRICT, its successors and assigns forever.

AND the said Grantor Corporation does covenant with the said PORTLAND WATER DISTRICT, its successors and assigns, that it will WARRANT and FOREVER DEFEND the premises to it the said

253

Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the said PORTLAND TERMINAL COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by E. S. Miller, its President, thereunto duly authorized, this 11th day of February in the year one thousand nine hundred and seventy-seven.

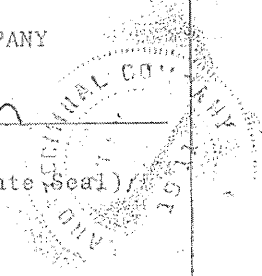
Signed, Sealed and Delivered in presence of

PORTLAND TERMINAL COMPANY

John W. Lundy

By *E. S. Miller*
Its President

(Corporate Seal)



STATE OF MAINE

CUMBERLAND, ss.

February 11, 1977

Personally appeared the above-named E. S. Miller, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Arlyn T. DeRaney
Justice of the Peace
Notary Public

MY COMMISSION EXPIRES
NOVEMBER 8, 1979



FEB 16 1977

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 11 H 11 AM, and recorded in
BOOK 3975 PAGE 262

Margaret L. Baker Register

Presented by the Department of Environmental Protection

March 21, 2013

New Language for Sec. 1 of LD 470: An Act Regarding Working Waterfront Activities (This proposal replaces the language in the original bill and in the Memorandum dated March 20, 2013.)

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 38 MRSA §439-A, sub-§6, as amended by PL 2007, c. 292, §22, is further amended to read:

6. Clearing of vegetation. Within the shoreland area, municipal ordinances ~~shall~~ must provide for effective vegetative screening between buildings and shorelines. Notwithstanding any provision in a local ordinance to the contrary, vegetative screening requirements ~~shall~~ must be no less restrictive than the following:

A. Within a strip extending 75 feet inland from the normal high-water line of a water body or the upland edge of a wetland, or within 100 feet of the normal high-water line of a great pond classified GPA, or a river that flows to a great pond classified GPA, a well distributed stand of trees and other natural vegetation must be retained and there shall may be no cleared opening or openings, except for approved construction, and a well distributed stand of vegetation shall be retained; greater than 250 square feet. This provision does not apply to approved construction within 75 feet of the normal high-water line of a water body or upland edge of a wetland, that is specifically allowed by municipal ordinance in a general development district, commercial fisheries and maritime activities district, or other equivalent zoning district approved by the commissioner;

does not mention clarity

?

B. Within a shoreland area zoned for resource protection abutting a great pond there ~~shall~~ may be no cutting of vegetation within the strip of land extending 75 feet inland from the normal high-water line except to remove safety hazards; and

C. Selective cutting of no more than 40% of the total volume of trees 4.5 4 inches or more in diameter, measured at 4 1/2 feet above ground level, is allowed in any 10-year period, as long as a well distributed stand of trees and other natural vegetation remains. except in a general development district, commercial fisheries and maritime activities district, or other equivalent district approved by the commissioner, where rules adopted by the board allow for 70% of the lot to be non-vegetated.

The board may adopt more restrictive guidelines consistent with the purposes of this subchapter, which ~~shall~~ must then be incorporated into local ordinances.

Taken from Chap 1000



Natural Resources Council of Maine

3 Wade Street • Augusta, Maine 04330 • (207) 622-3101 • Fax: (207) 622-4343 • www.nrcm.org

March 21, 2013

Dear Senator Boyle, Representative Welsh, and members of the Environment and Natural Resources Committee.

I have developed a second proposed amendment for LD 470. I believe this addresses the concerns raised about working waterfront activities and the conflict in shoreland zonings statutes and rules that have impacted or may potentially impact those activities. This amendment clarifies where in the shoreland zone and in what districts the point system and requirement to maintain 60% volume of trees and a well-distributed stand apply. These would not be required to apply to commercial fisheries and maritime activities districts. It also addresses DEP's concern that municipalities may have functionally equivalent districts to these but with slightly different names.

This amendment also exempts activities in general development districts, commercial fisheries and maritime districts, and equivalent municipal districts with different names along tidal waters from clearing standards if they are part of a brownfield or VRAP program (i.e., they are contaminated sites that require remediation).

It is possible that only the first section of this amendment (**Sec. 1. 38 MRSA §439-A, sub-§6**) is necessary and that the second section (**Sec. 2. 38 MRSA §439-A, sub-§6-A**) is duplicative. We urge the committee to discuss whether the second section is necessary.

This amendment also deletes all sections of the bill related to NRPA, which are not necessary to address any of the shoreland zoning issues Mr. Sprague and the City of Portland raised at the hearing. Moreover, these sections appear highly likely to encourage new, greenfield development in significant wildlife habitat and shorebird and feeding and roosting areas.

I have discussed these changes with DEP staff, and on the shoreland zoning sections, we are not that far apart. However, we strongly disagree on the NRPA sections of the bill, which again, NRCM believes should be struck.

In closing, the original bill DEP proposed was far too complicated. I have tried to limit the scope of this amendment to addressing the conflicts in statute and rule regarding commercial fisheries and maritime activity districts. I have also tried to address DEP's concern about not being able to properly remediate brownfield sites that may require clearing. I have also attempted to limit these changes to tidal waters in the spirit of the title of this bill. Because this bill is so complicated, I urge the committee to take its time and discuss the issues carefully so that it thoroughly understands the implications of the bill when it passes.

Sincerely,



Nick Bennett
Staff Scientist.

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 38 MRSA §439-A, sub-§6, as amended by PL 2007, c. 292, §22, is further amended to read:

6. Clearing of vegetation. Within the shoreland area, municipal ordinances ~~shall~~ must provide for effective vegetative screening between buildings and shorelines. Notwithstanding any provision in a local ordinance to the contrary, vegetative screening requirements ~~shall~~ must be no less restrictive than the following:

A. Within a strip extending 75 feet inland from the normal high-water line of a waterbody or upland edge of a wetland -- or 100 feet inland from the normal high water line for great ponds and rivers flowing to great ponds -- a well distributed stand of trees and other natural vegetation must be retained. ~~and~~ There ~~shall~~ may be no cleared opening or openings greater than 250 square feet, except for approved construction specifically allowed by municipal ordinance in general development districts, commercial fisheries and maritime activity districts, or equivalent municipal districts with different names within 75 feet of the normal high-water line of a waterbody or upland edge of a wetland -- or 100 feet inland from the normal high water line for great ponds and rivers flowing to great ponds; and a well-distributed stand of vegetation shall be retained;

B. Within a shoreland area zoned for resource protection abutting a great pond there ~~shall~~ may be no cutting of vegetation within the strip of land extending 75 feet inland from the normal high-water line except to remove safety hazards; and

C. Selective cutting of no more than 40% of the total volume of trees 4.5 4 inches or more in diameter, measured at 4 1/2 feet above ground level, is allowed in any 10-year period, as long as a well-distributed stand of trees and other natural vegetation remains. except in general development districts, commercial fisheries and maritime activity districts, or equivalent municipal districts with different names, where rules adopted by the board allow for 70% of the lot to be non-vegetated.

The board may adopt more restrictive guidelines consistent with the purposes of this subchapter, which ~~shall~~ must then be incorporated into local ordinances.

Sec. 2. 38 MRSA §439-A, sub-§6-A is enacted to read:

6-A. Clearing of vegetation; exception. The standards specified in subsection 6, paragraphs A and C do not apply to:

A. The following districts along tidal waters: commercial fisheries and maritime activity districts or equivalent municipal districts with different names.

B. General development districts along tidal waters that are part of a state or federal brownfields program or a voluntary response action program under section 343-E for cleanup of contamination for the purpose of redevelopment of the property;

C. General development or commercial fisheries and maritime activities districts along rivers that do not flow to a great pond classified GPA under section 465-A that are part of a state or federal brownfields program or a voluntary response action program under section 343-E for cleanup of contamination for the purpose of redevelopment of the property; or

D. Land along coastal wetlands or rivers that do not flow to a great pond classified GPA under section 465-A that was historically intensively developed with industrial or commercial uses and that are part of a state or federal brownfields program or a voluntary response action program under section 343-E for cleanup of contamination for the purpose of redevelopment of the property.

9-11-12

New York @ Canal bonding

BA Intro

P.S. Intro - looking for efficient Review

Major environmental rewrites

5 full ship - wored comment - tentative
contracts

SB: See slide show - get copy

- WRAP - get copy

- Int, # Jesse Barrow? approved?

Use ~~by~~ by Bait trucks / Trailers / w. commercial
Prt many access, next to Int
utilities ↓ sword elec, Gas, CSO (check w/ DTS)

Staff comments

• RTI - addressed

• shovel and zone - over

• Rail Bond - DOT has let go

• Shore stabilization

• RII - grade - not beyond phase II.

"Box waste" Remediation

• Waydown - Reel in - Re used, Rain water collection

• Circulation - fluid per hour

• Storage - to be worked out

• Fencing - will clarify - TWIC needed

• Use / Ramps - not for Public, service use

DS? : Fire dept access?

SB Not yet

OS Tuning Boards? Check SB: fire

DS not too much fill?

GB ~ Rail yard, suitable

DS Dug?

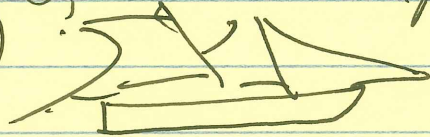
SB ~~Import~~, DS, please address

DS Circulation for visitors? - address

Barriers? Gateway below - be more creative -

Portland trails? Seaside? Opportunity if possible
Timeframe

PS. as soon as permits, have vessel for 1st / Dec.
(Spirit / Massachusetts)



DS Boat trucks -

aven between edge of pavement - ROW
- will it continue?

check w/

TD. Rubb bridge, movable?

yes

Sh. Trans: Beach Pump light? Eventually
New Sides?

PS 84 new Sols in Belfast in / year
will easily double

Sh. DOT Rail, ending? flesh out

PS. One stops @ Gas Road, now, DOT
didn't want it (needs 2 ways - not
possible)

BH Ferry Barriers? (PS, near it)

Fabric Buildings, pavement?

Public Comment

Ashley Salsbery : Height of structure, hours of operation, lighting, hours, lights

R. Harris : love to see banner use, but support uses as proposed

~~Urban~~ Tree clearance -

Sarah Meekins : 170 signs, low high why no public access, Jersey banners - master plan for landscaping, - hours of operation

Susan Perry : Sand blasting? level

SB. 65' ? need to check however? unshure exterior lighting - will be compliant

DS 100K @ WPDZ - hours / noise standards

Review according to Performance Standards 14-320.3

- ? Sand Blasting - done inside
- ? Public Access? Security issue
- ? Master plan for

P.V. Height - 58'

Public Views - Better for next presentation

T. Davis : How close do signs make it
Invisible

Pluto Commissionaire explores.

J.D. gravel w/ rock fill - surface ~~gravel~~
grading

S.B. minor filling - grading seems to work

T.D. show existing condition for area to
be used as is.

Public access - what are plans?

Regret? Talent Board?

Employee parking?

Rail abandonment?

CM, Stillwell advice? - look to Trust

next steps:



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
- LANDSCAPE PLANNING

September 14, 2012

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for the Canal Landing Marine Maintenance Facility project which is a redevelopment of a former industrial site into a boat and ship repair and maintenance facility, and related marine mixed-use activities located at 40 West Commercial Street in Portland, Maine.

Meeting Location: Portland Yacht Services, 58 Fore Street, Portland, Maine
"Room with a View" Conference Room

Meeting Date: Wednesday, September 26, 2012

Meeting Time: 6:00 PM

The City Code requires that property owners within 500 feet (except notices must be sent to property owners within 1,000 feet for industrial zoning map amendments and industrial subdivisions) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please feel free to contact me at 207-775-1121.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen R. Bushey, P.E.
Senior Engineer

SRB/smk

R:\3091\Admin\Permitting\Level III - Preliminary Site Plan Application\3091 Neighborhood Mtg - Notice.doc

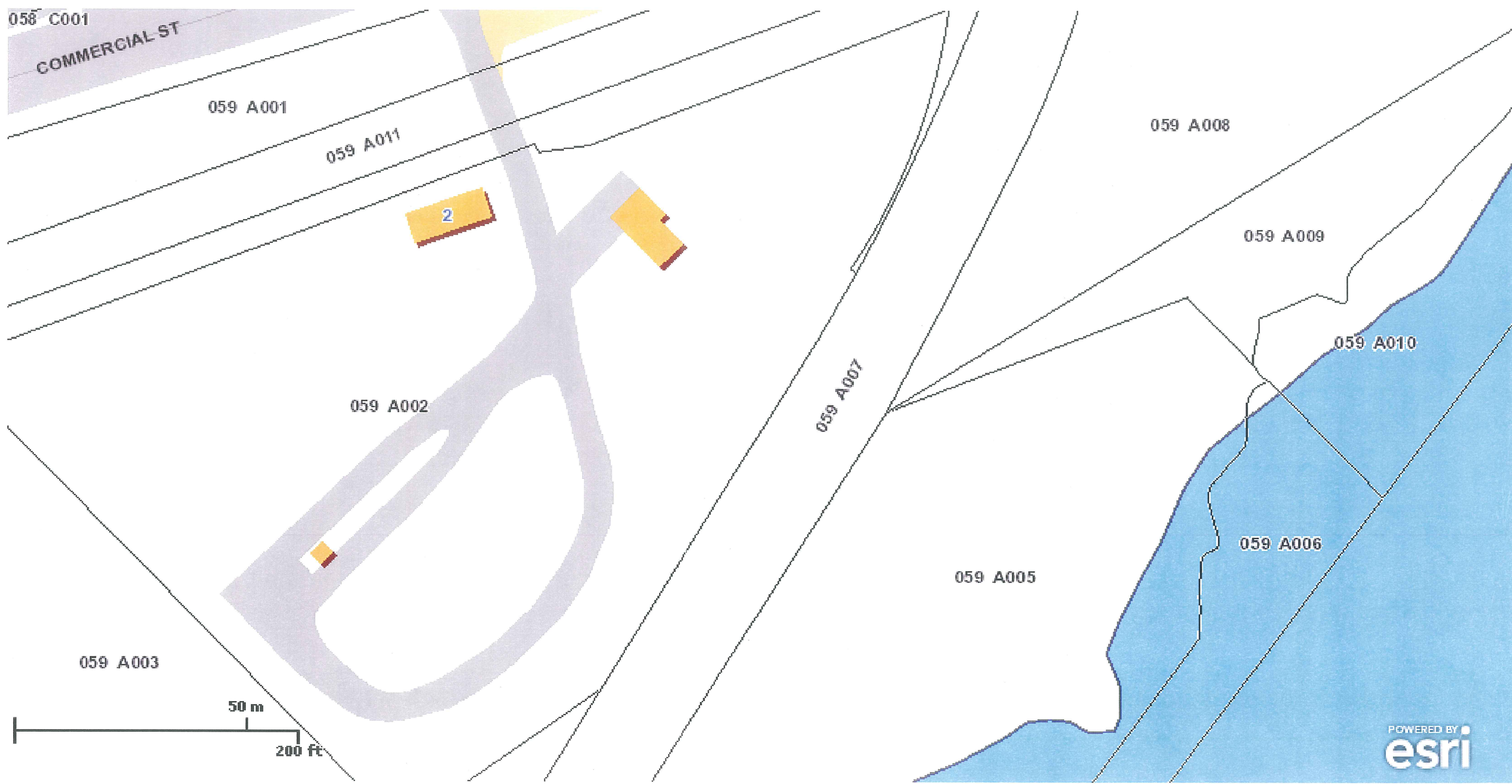
Note: Under Section 14-32(C) and 14-525 of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within three weeks of submitting a preliminary application or two weeks of submitting a final site plan application, if a preliminary plan was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street, Portland, ME 04101 or by email to: bab@portlandmaine.gov

Gen notes

- Question Re Removal of Rail
- Encroachment onto City Right of Way - BTI - is there a request for license to use city property - ?
- Shoreline Stabilization / VRA - how is finished grading known prior to VRA? Stabilization / Erosion slope?
- Grading of area south & west of Gas works - What grading is proposed for travel left / Best trailer journey.
- Storm water - Quality Control for phase 1 - Satisfy?
- Containment of Contaminants in Washdown areas - how are bottom paints & chemicals contained / controlled / disposed?
- Trailer over sewer line? OK?
- Parking and circulation control for visitor & Employee traffic

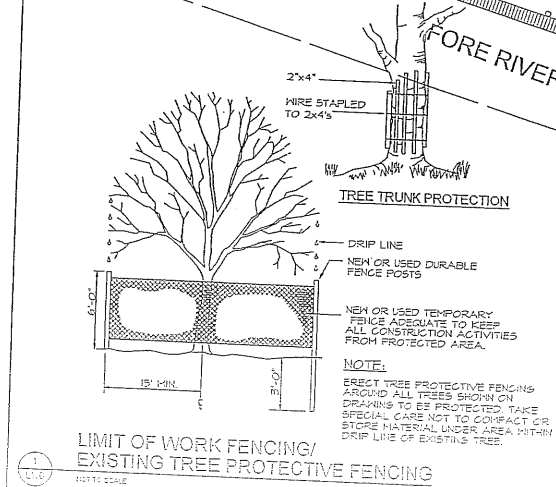
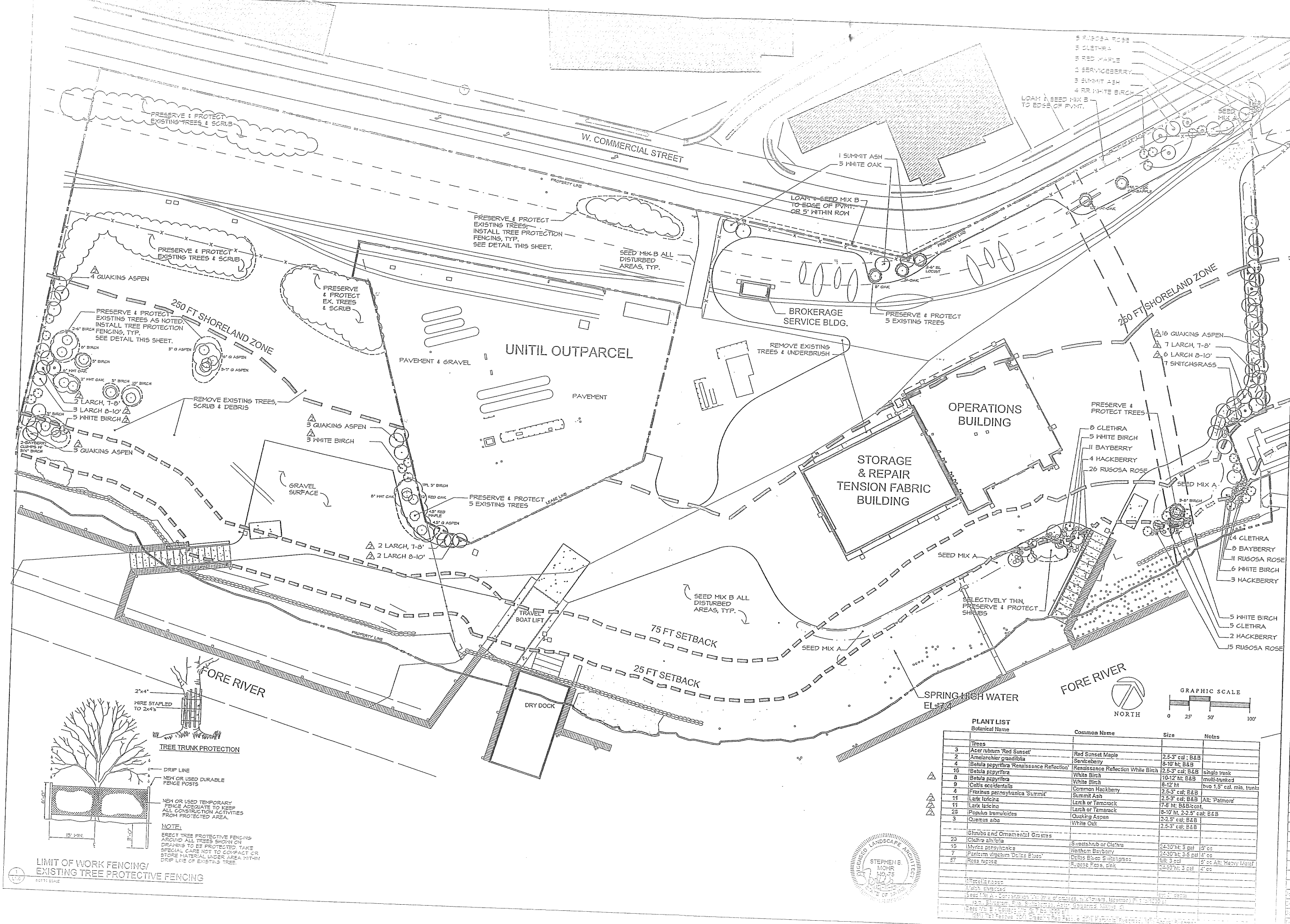
My Map

2 - 58 West Commercial



Att.
3.1

CANAL LANDING
West Commercial Street
Portland, Maine



PLANT LIST

Botanical Name	Common Name	Size	Notes
1 <i>Acer rubrum</i> 'Red Sunset'	Red Sunset Maple	2.5-3' cal; B&B	
2 <i>Amygdalus glandifolia</i>	Serviceberry	8-10' ht; B&B	
4 <i>Betula papyrifera</i> 'Renaissance Reflection'	Renaissance Reflection White Birch	2.5-3' cal; B&B	single trunk
10 <i>Betula papyrifera</i>	White Birch	10-12' ht; B&B	multi-trunked
8 <i>Betula papyrifera</i>	White Birch	6-12' ht	two 1.5" cal. min. trunks
9 <i>Celtis occidentalis</i>	Common Hackberry	2.5-3' cal; B&B	
4 <i>Fraxinus pennsylvanica</i> 'Summit'	Summit Ash	2.5-3' cal; B&B	
11 <i>Larix laricina</i>	Larch or Tamarack	2.5-3' cal; B&B	Alt: 'Patmore'
11 <i>Larix laricina</i>	Larch or Tamarack	7-8' ht; B&B/cont.	
20 <i>Populus tremuloides</i>	Quaking Aspen	8-10' ht; 2.5" cal; B&B	
3 <i>Quercus alba</i>	White Oak	2.5-3' cal; B&B	
Shrubs and Ornamental Grasses			
20 <i>Clethra alifolia</i>	Sweetshrub or Clethra	24-30" ht; 3 gal	5' cc
10 <i>Myrica pensylvanica</i>	Northern Bayberry	24-30" ht; 3-5 gal	4' cc
7 <i>Parthenocissus vitacea</i> 'Dolce Blue'	Dolce Blue Grapevine	10-12' ht; 3 gal	5' cc Alt: Heavy Material
27 <i>Rosa rugosa</i>	Rugosa Rose, pink	24-30" ht; 3 gal	4' cc
Seeds			
Seed Mix A	Conservation Seed Mix (includes White Birch, Larch, Tamarack, Red Maple, Red Oak, Quaking Aspen, White Birch, White Oak)	500 lbs	
Seed Mix B	Conservation Seed Mix (includes White Birch, Larch, Tamarack, Red Maple, Red Oak, Quaking Aspen, White Birch, White Oak)	500 lbs	



RESUBMITTED FOR PERMITTING 12-11-2011

PHASE I LANDSCAPE PLAN

No.	Date	Revision
1	10-29-12	Site Plan Subm to City
1	12-3-12	2 Bldgs & lg. gravel
2	12-11-12	add trees in 250' SZ

Scale: 1" = 20'
Date: 12-11-12
Scale: 1" = 20'
Scale: 1" = 20'

PHASE 1A TO INCLUDE:

- PREPARE SELECTED SITE AREA FOR CONSTRUCTION INCLUDING SELECT CLEARING OF EXISTING VEGETATION.
- GENERAL SITE CLEAN UP.
- PLACEMENT OF FENCE ALONG PORTION OF COMMERCIAL STREET.
- CREATION OF COMBINED ACCESS DRIVE FROM COMMERCIAL STREET WITH GATES BENEFITTING MDOT AND CANAL LANDING.
- CONSTRUCTION OF WEST BOAT RAMP, LIMITED FLOATING DOCKS.
- PLACEMENT OF PORTABLE TEMPORARY TRAILER.
- PILE REMOVAL AND REPLACEMENT
- REVETMENT REPAIRS AND GROUND STABILIZATION.

PHASE 1B TO INCLUDE:

- CONSTRUCTION OF 19,200 SF CLEAR SPAN BUILDING OR ALTERNATIVE METAL FRAMED STRUCTURE.
- CONSTRUCTION OF 22,417 SF OPERATIONS BUILDING.
- CONSTRUCTION OF 720 SF BROKERAGE SERVICE BUILDING.
- CONSTRUCTION OF 273,622 SF OF GRAVEL / STONE BOAT STORAGE / TRAVEL AREAS.
- CONSTRUCTION OF STORM WATER MANAGEMENT AREAS TO SERVE PHASE 1 DEVELOPMENT.
- CONSTRUCTION OF REMAINING BOAT RAMPS, REMAINING FLOATING DOCKS, DRY DOCK AND TRAVEL LIFT BASIN (TRAVEL LIFT SUBJECT TO COORDINATION WITH UNITIL VRAP).
- EXTENSION OF UTILITIES TO SERVICE THE PROPOSED BUILDING
- COORDINATION WITH GAS COMPANY INFRASTRUCTURE DEMOLITION, REMOVAL AND OR RELOCATION
- CONSTRUCTION OF THREE CONCRETE WASHDOWN AREAS.

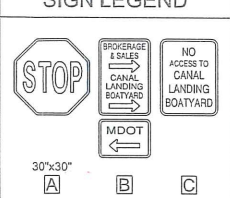
LAYOUT DATA TABLE

ID	NORTHING	EASTING
1	296054.46	2927576.27
2	296035.77	2927583.37
3	296139.04	2927865.49
4	296057.14	2927993.54
5	295806.23	2927825.34
6	295870.89	2927724.25

LAYOUT DATA TABLE

ID	NORTHING	EASTING
7	295990.03	2928098.23
8	295988.97	2928078.26
9	295420.38	2927129.79
10	295433.53	2927114.71
11	295575.10	2927547.90
12	295579.02	2927508.09

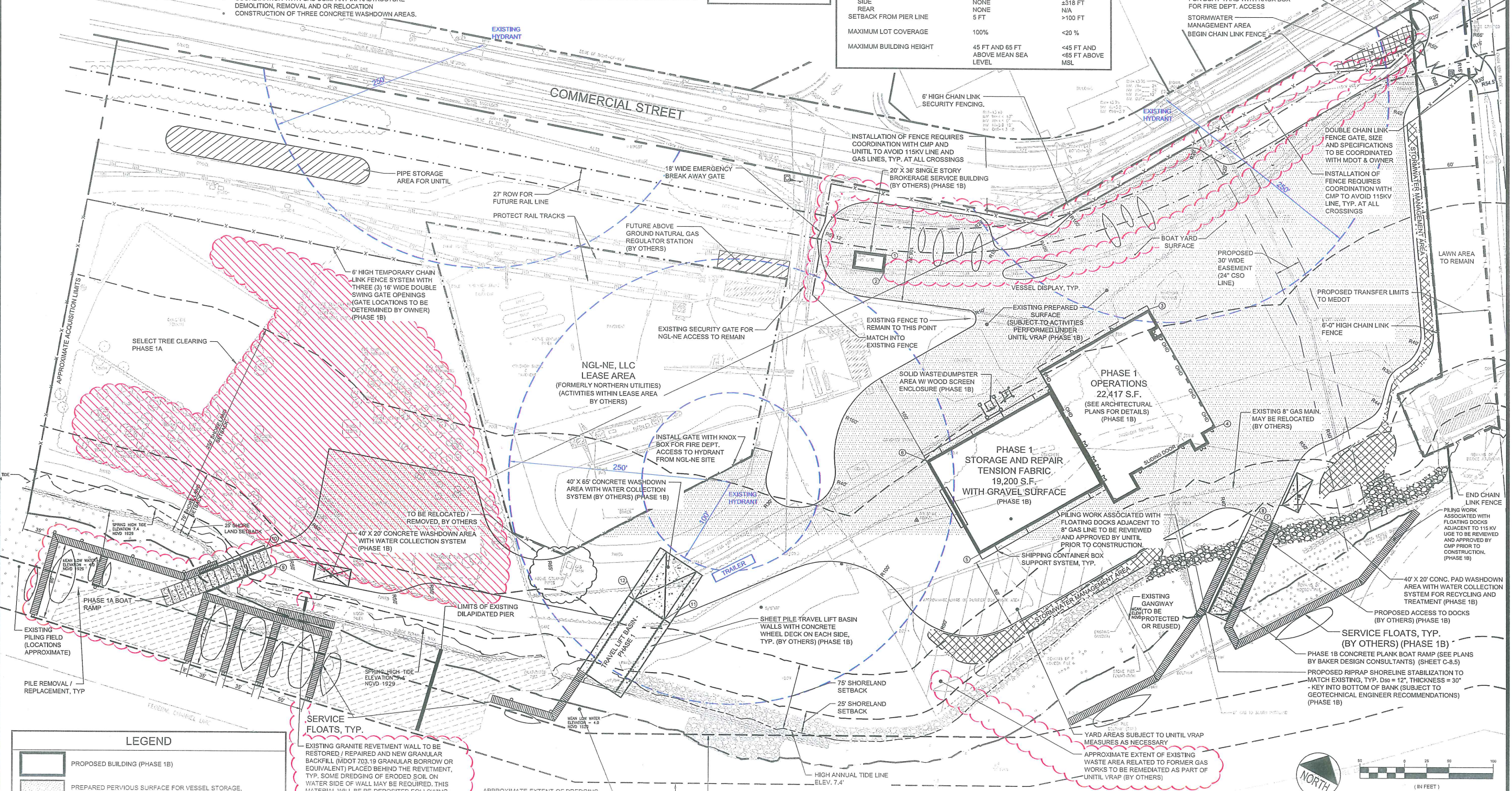
SIGN LEGEND



ZONING INFORMATION

ZONE: WATERFRONT PORT DEVELOPMENT ZONE (WPDZ)
 PERMITTED USES: MARINE REPAIR SERVICES / BOAT REPAIR YARD

	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	22.0 AC
MINIMUM LOT FRONTAGE	NONE	±1525 FT
MINIMUM YARD DIMENSIONS		
FRONT SIDE	NONE	±72 FT
REAR SIDE	NONE	±318 FT
REAR SETBACK FROM PIER LINE	NONE	>100 FT
MAXIMUM LOT COVERAGE	100%	<20 %
MAXIMUM BUILDING HEIGHT	45 FT AND 65 FT ABOVE MEAN SEA LEVEL	<45 FT AND <65 FT ABOVE MSL



LEGEND

- PROPOSED BUILDING (PHASE 1B)
- PREPARED PAVEMENT SURFACE FOR VESSEL STORAGE, MAINTENANCE AND TRAVEL LIFT (PHASE 1B)
- PROPOSED PAVEMENT (PHASE 1B)
- PHASE 1 VESSEL STORAGE
- HIGHLIGHTED ACTIVITIES TO BE PERFORMED DURING SUMMER / FALL 2013 FOR INITIAL PERFORMANCE GUARANTEE (PHASE 1A). ANY ADDITIONAL ACTIVITIES WILL REQUIRE ADJUSTMENT TO THE PERFORMANCE GUARANTEE PRIOR TO COMMENCEMENT (PHASE 1B).

SERVICE FLOATS, TYP.

EXISTING GRANITE REVETMENT WALL TO BE RESTORED / REPAIRED AND NEW GRANULAR BACKFILL (MDOT 703.19 GRANULAR BORROW OR EQUIVALENT) PLACED BEHIND THE REVETMENT, TYP. SOME DREDGING OF ERODED SOIL ON WATER SIDE OF WALL MAY BE REQUIRED. THIS MATERIAL WILL BE RE-DEPOSITED FOLLOWING INSTALLATION OF A GEOTEXTILE FABRIC (MIRAFI FN500 OR EQUAL) BEHIND WALL.

APPROXIMATE EXTENT OF DREDGING AREA RELATED TO FORMER GAS WORKS TO BE REMEDIATED AS PART OF UNITIL VRAP, BY OTHERS.

STRUCTURES WITHIN PROJECT TO BE CONSTRUCTED IN ACCORDANCE WITH PORTLAND CITY CODE, SECTION 14-450.8 FLOOD PLAIN MANAGEMENT.

NORTHERN UTILITIES, INC. (NUI) WILL CONTINUE TO MAINTAIN, STORE, OPERATE, REPLACE AND MODIFY ITS ABOVE GROUND AND BELOW-GROUND NATURAL GAS FACILITIES ON THE SITE, AND MAY CONSOLIDATE, RELOCATE, OR OTHERWISE MODIFY ITS FACILITIES ACCORDING TO ITS NEEDS. IN COLLABORATION WITH NEW YARD INCLUDING PIPE STORAGE. THE CONTRACTOR IS EXPECTED TO COOPERATE WITH NUI'S REPRESENTATIVES INCLUDING ENGINEERS, CONTRACTORS AND RELATED PERSONNEL AT NO EXTRA EXPENSE TO NEW YARD LLC.

REVISIONS

REV	DATE	DESCRIPTION
7	02.14.13	ADDED NOTE PER CITY CONDITION OF APPROVAL #16
6	02.01.13	RELEASED FOR BIDDING
5	12.27.12	REVISED SERVICE FLOAT LAYOUT
4	12.05.12	REVISED AND RESUBMITTED TO CITY
3	11.30.12	PROGRESS PLAN TO CLIENT FOR REVIEW
2	10.31.12	FINAL SITE PLAN APPLICATION SUBMISSION
1	08.10.12	SUBMITTED TO CLIENT FOR REVIEW

PROJECT

CANAL LANDING

SHEET TITLE

SITE DEVELOPMENT PLAN PHASE 1A (SUMMER/FALL 2013) AND 1B (DATE UNDETERMINED)

CLIENT

NEW YARD LLC
 55 FORE STREET
 PORTLAND, ME 04101

DESIGNED: R.J.W. | **SCALE**: 1" = 50'

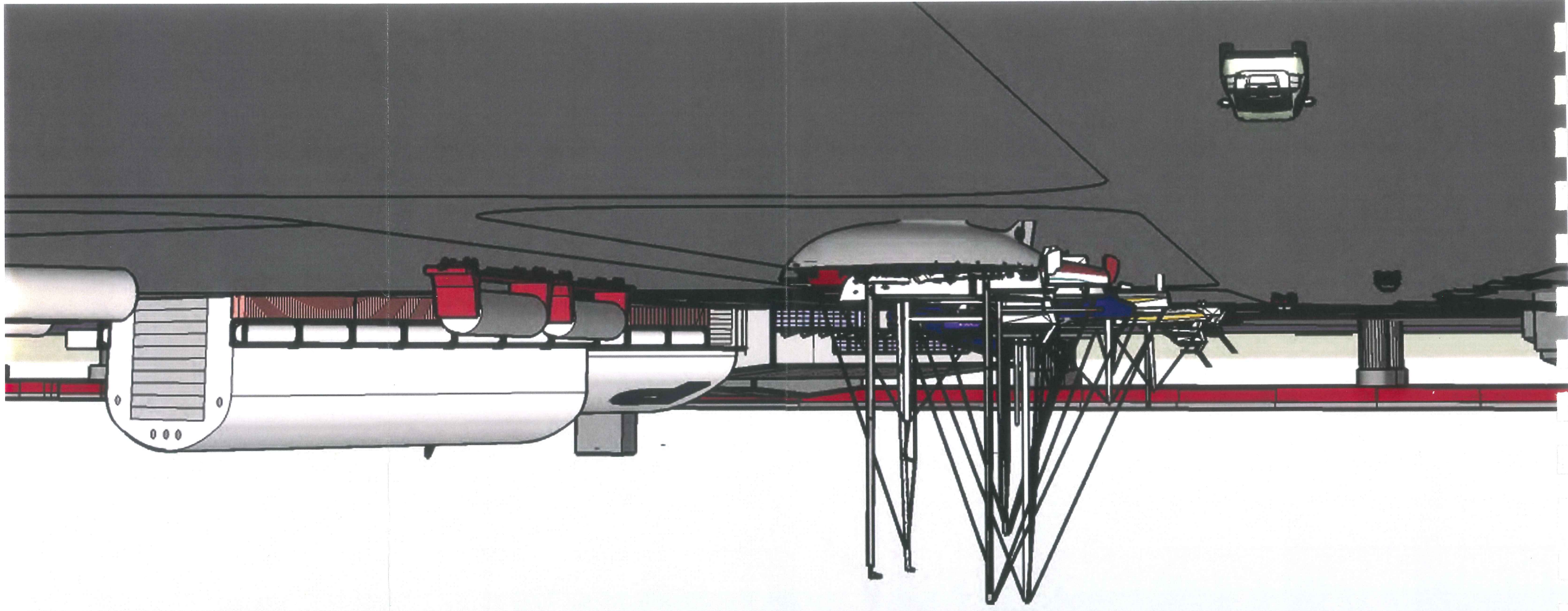
CHECKED: S.R.B. | **JOB NO.**: 3091

FILE NAME: 3091-SITE LAYOUT

SHEET: C-2.1

P.1

VIEW LOOKING EAST ON COMMERCIAL STREET

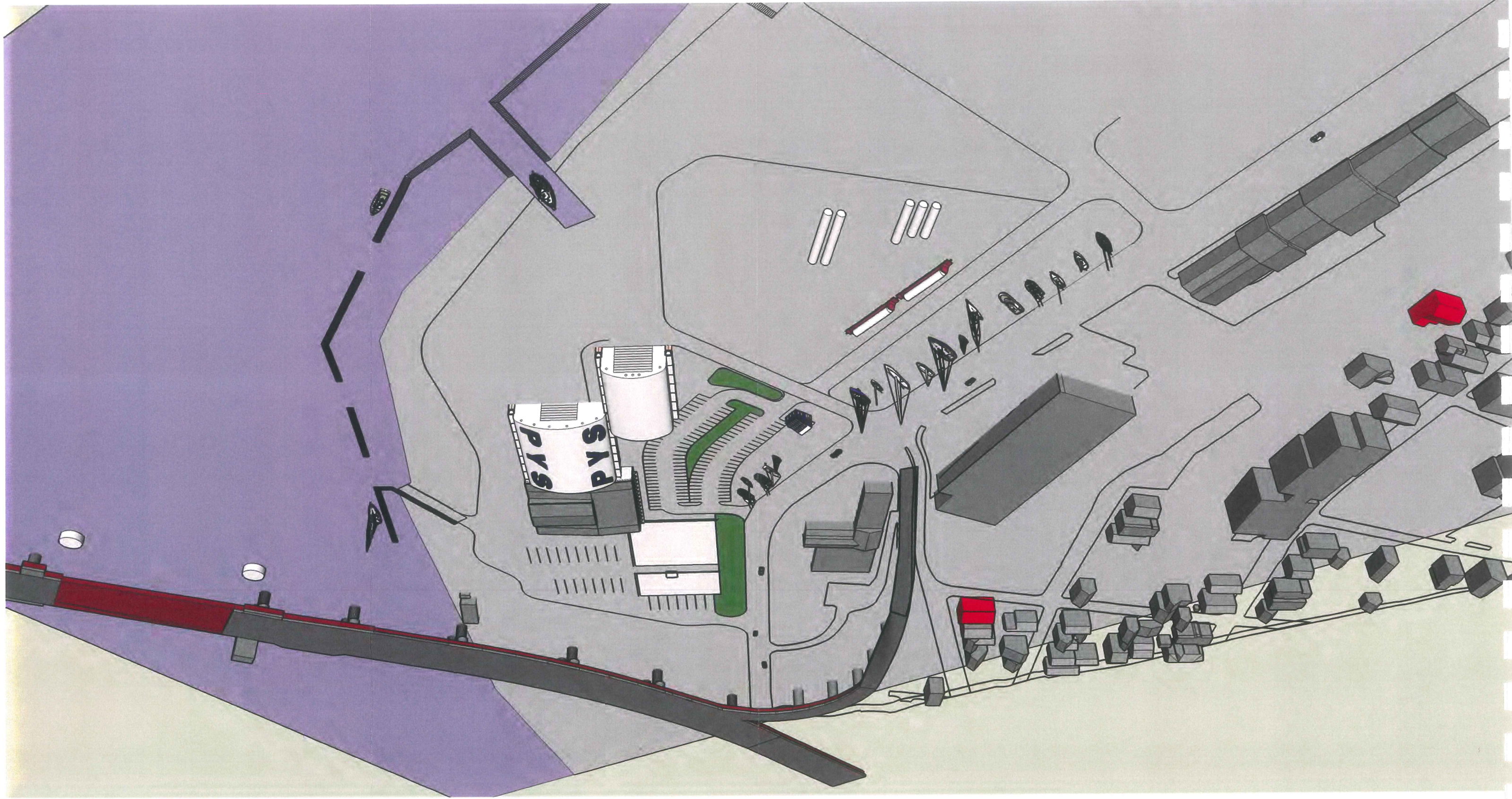


PORTLAND YACHT SERVICES AT CANAL LANDING

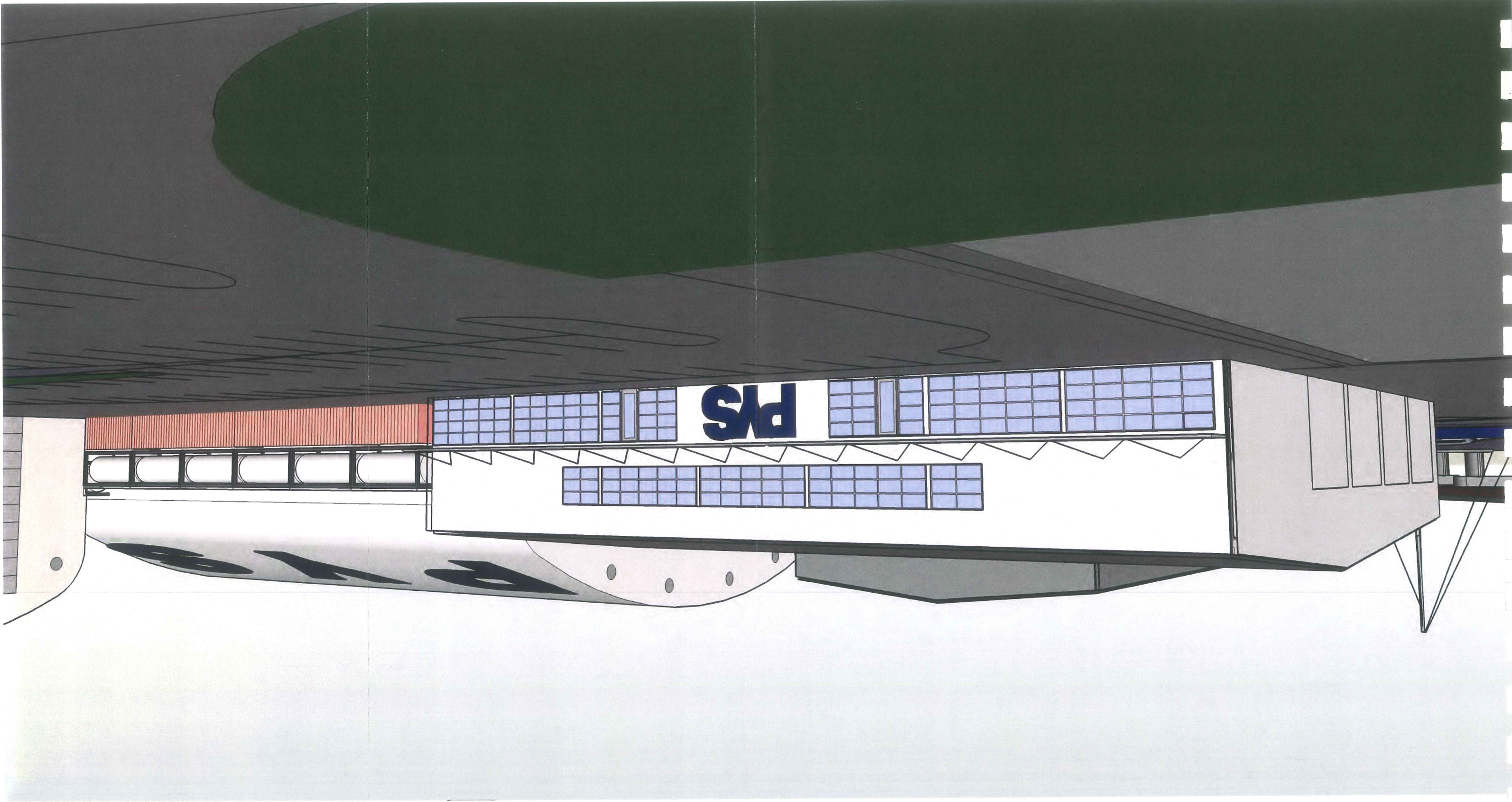


JULY 9, 2012

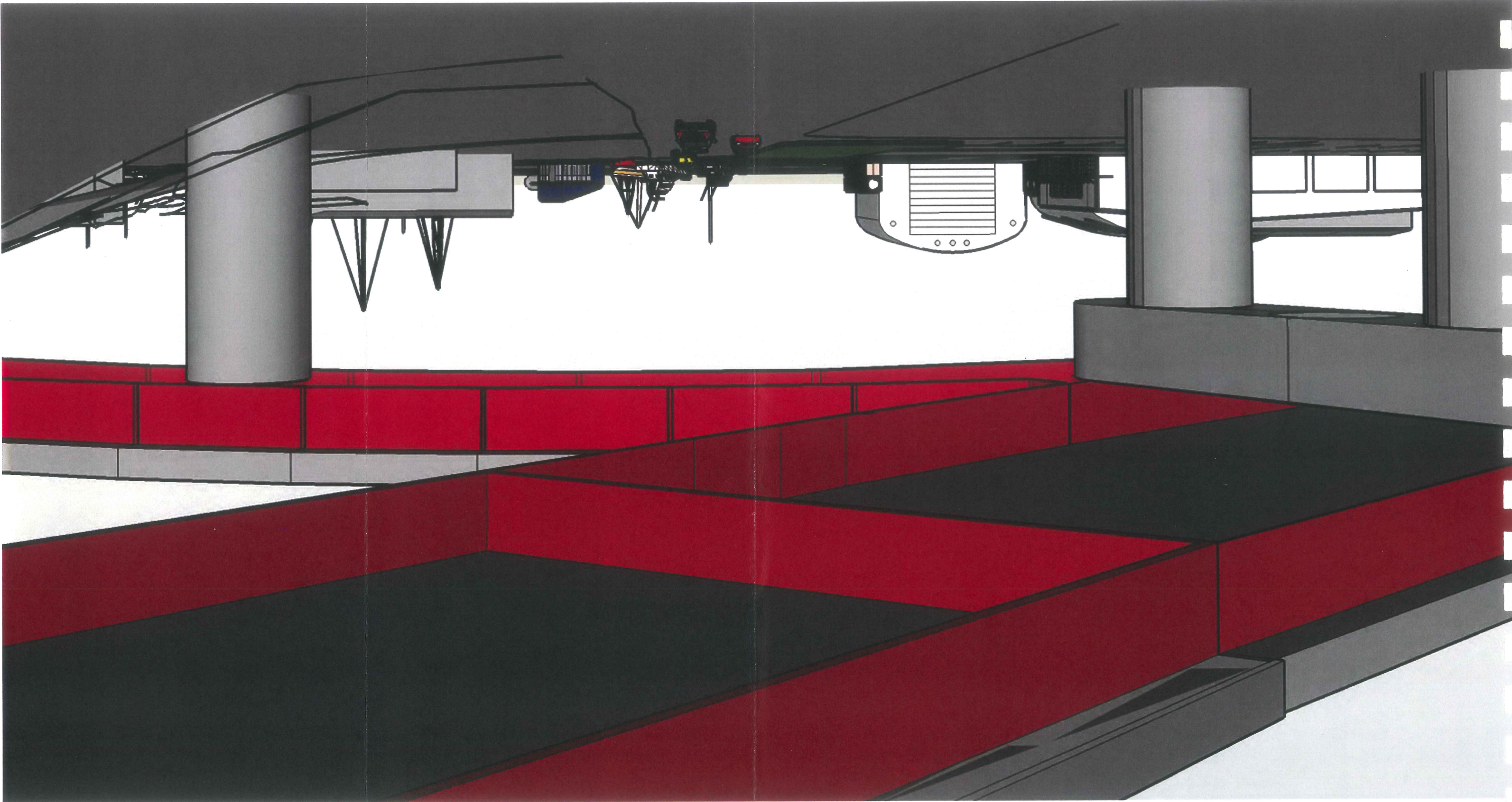
BIRDS-EYE VIEW LOOKING NORTHEAST



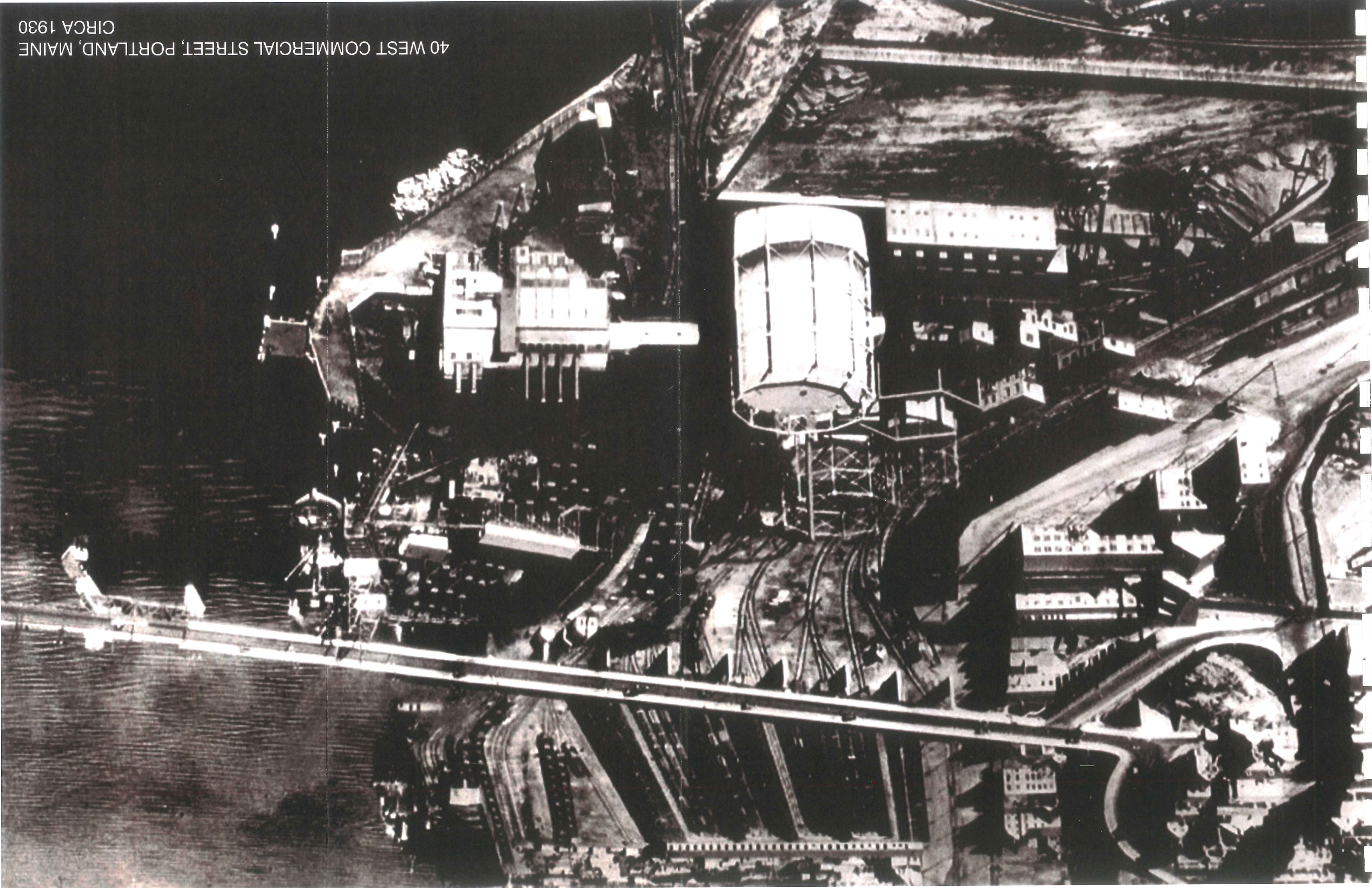
OPERATIONS BUILDING LOOKING FROM COMMERCIAL STREET



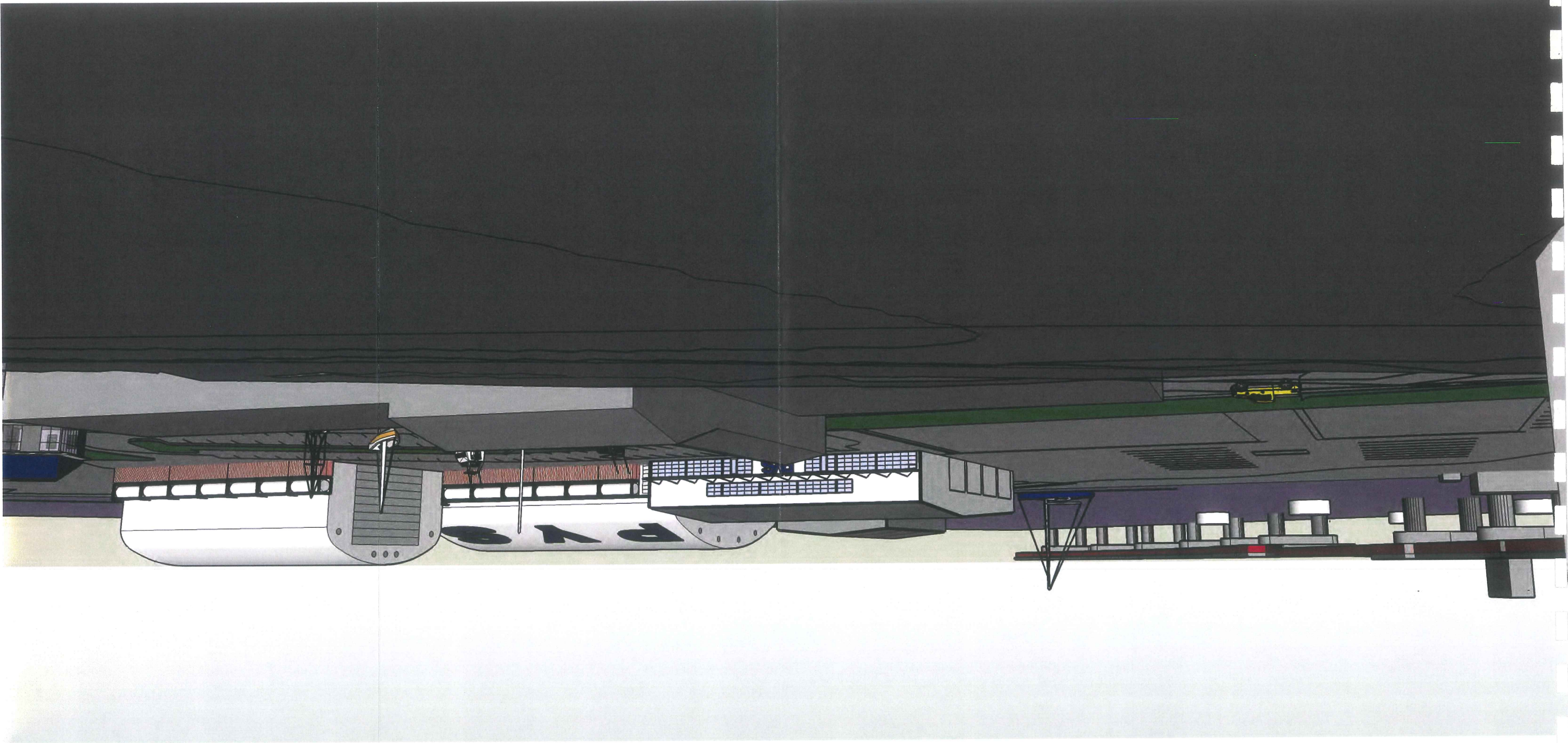
VIEW LOOKING WEST ON COMMERCIAL STREET



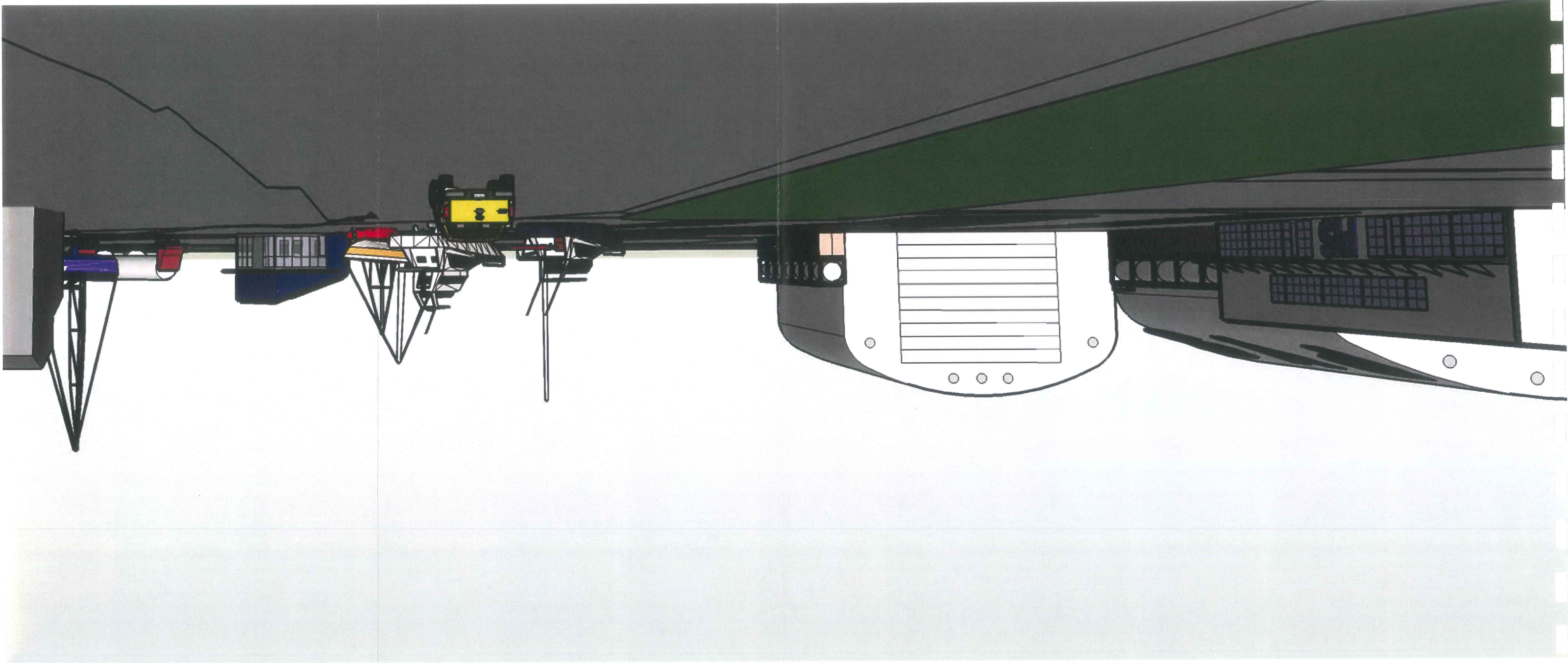
40 WEST COMMERCIAL STREET, PORTLAND, MAINE
CIRCA 1930

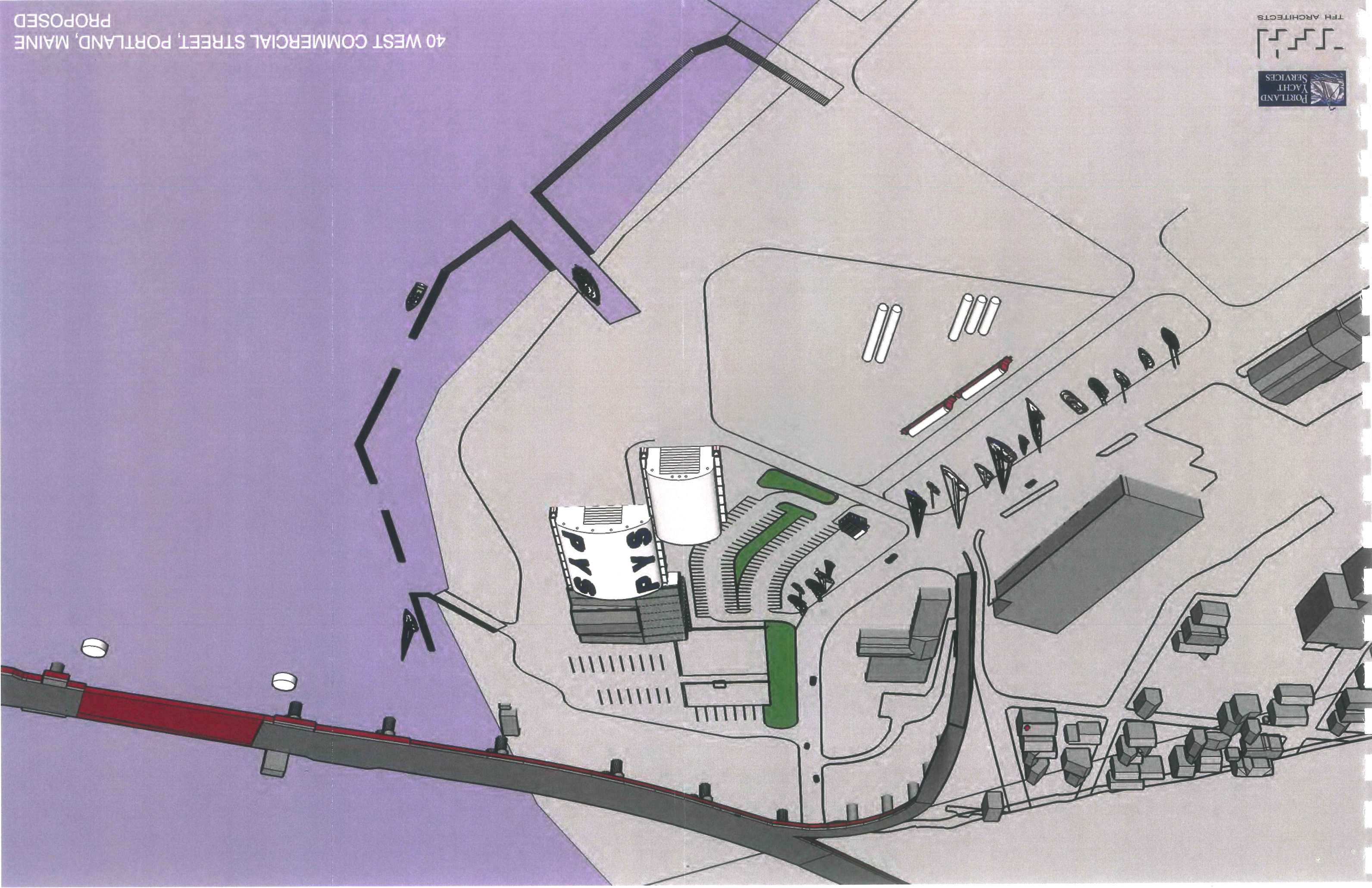


VIEW LOOKING SOUTH FROM THE CORNER OF CLARK AND YORK STREETS



VIEW LOOKING WEST ON COMMERCIAL STREET





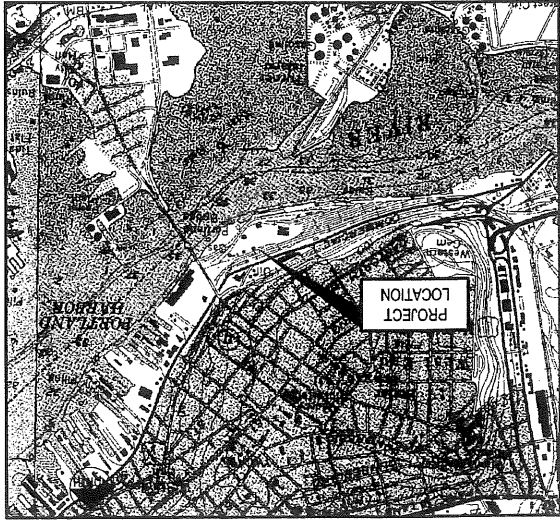
PROJECT PARCEL SITE			
ZONING: WATERFRONT PORT DEVELOPMENT ZONE (WPDZ)			
PORTLAND TAX ASSESSORS MAP AND LOT NUMBERS			
M&P	BLOCK	LOTS	OWNER
59	A	2, 5, 9	#1
59	A	1, 3, 7, 8, 11	#2

OWNER: #1
 PORTLAND GAS LIGHT CO.
 c/o UNITIL
 6 LIBERTY LANE WEST
 HAMPTON, NH 03842

#2
 PORTLAND TERMINAL COMPANY
 c/o PAN AM RAILWAYS
 IRON HORSE PARK
 NORTH BILLERICA, MA 01862

APPLICANT:
 NEW YARD, LLC
 58 FORE STREET
 PORTLAND, ME 04101
 ATTN: PHINEAS SPRAGUE, JR

SITE DEVELOPMENT PLANS FOR CANAL LANDING NEW YARD PHASE 1 40 WEST COMMERCIAL STREET PORTLAND, MAINE PRELIMINARY SITE PLAN APPLICATION SUBMISSION TO CITY OF PORTLAND AUGUST, 2012



LOCATION MAP
 N.T.S.

INDEX

- C-10 COVER SHEET
- C-11 GENERAL NOTES AND LEGEND
- C-12 SURVEY PLAN
- C-13 EXISTING CONDITIONS PLAN
- C-14 DEMOLITION AND REMOVALS PLAN
- C-2-0 SITE DEVELOPMENT MASTER PLAN
- C-2-1 SITE DEVELOPMENT PLAN - PHASE 1
- C-3-1 GRADING AND DRAINAGE PLAN - PHASE 1

UTILITIES

- WATER
- ATTN: RICO SPUGNARDI
- PORTLAND WATER DISTRICT
- 22 DOUGLAS STREET
- P.O. BOX 3538
- PORTLAND, MAINE 04104
- 207.761.8310
- SEWER
- ATTN: DAVID MARGOLIS-PINEO, P.E.
- CITY OF PORTLAND
- PUBLIC SERVICES ENGINEERING DEPT.
- 55 PORTLAND STREET
- PORTLAND, MAINE 04102
- 207.874.8840
- POWER
- ATTN: JAMIE COUGH
- CENTRAL MAINE POWER
- 162 CANCO ROAD
- PORTLAND, MAINE 04103
- 207.791.1023
- TELEPHONE
- ATTN: SUE SERRETTE
- FARPOINT COMMUNICATIONS
- ONE DAVIS FARM ROAD
- PORTLAND, MAINE 04103
- 207.797.1842
- CABLE
- ATTN:
- TIME WARNER CABLE
- 118 JOHNSON ROAD
- PORTLAND, MAINE 04102
- 877.546.0962
- NATURAL GAS
- ATTN: KELLY FOWLER
- UNITIL / FORMERLY NORTHERN UTILITIES
- 1075 FOREST AVENUE
- PORTLAND, MAINE 04103
- 207.797.8002 EXT. 6220
- CALL BEFORE YOU DIG:
- 1.888.DIGSAFE (1.888.344.7233)
- DIG SAFE MAINE

PERMITS / APPROVALS

- LOCAL
- GOVERNING BODY
- CITY OF PORTLAND PLANNING AUTHORITY
- 389 CONGRESS STREET
- PORTLAND, MAINE 04101
- 207.874.8722
- CONTACT: BILL NEEDELMAN, AICP
- BUILDING AND DEMOLITION
- CITY OF PORTLAND CODE ENFORCEMENT OFFICE
- CITY HALL
- 389 CONGRESS STREET
- PORTLAND, MAINE 04101
- 207.874.8703
- STREET OPENING PERMIT
- CITY OF PORTLAND PUBLIC SERVICES DIVISION
- 55 PORTLAND STREET
- PORTLAND, MAINE 04101
- 207.874.8801
- PORTLAND HARBOR
- COMMISSIONER REVIEW
- 2 PORTLAND FISH PIER (SUITE 105)
- MARINE TRADE CENTER
- PORTLAND, MAINE 04101
- 207.772.8121
- CONTACT: JEFF G. LICK
- STATE
- GOVERNING BODY
- CITY OF PORTLAND PLANNING AUTHORITY
- DELEGATED AUTHORITY
- CITY HALL, 389 CONGRESS STREET 207.874.8722
- CONTACT: BILL NEEDELMAN, AICP
- MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
- 312 CANCO ROAD
- PORTLAND, MAINE 04103
- 207.822.6300
- CONTACT: MARYBETH RICHARDSON
- GENERAL PERMIT
- MAINE CONSTRUCTION
- ATTN: KELLY FOWLER
- UNITIL / FORMERLY NORTHERN UTILITIES
- 1075 FOREST AVENUE
- PORTLAND, MAINE 04103
- 207.797.8002 EXT. 6220
- FEDERAL
- GOVERNING BODY
- U.S. ARMY CORPS OF ENGINEERS
- R22 BOX 1855
- MAUNCHESTER, MAINE 04351
- 207.823.8367
- CONTACT: JAY CLEMENT

ALL PERMITS ARE ANTICIPATED TO HAVE CONDITIONS ATTENDANT WITH THEIR APPROVAL. THE CONTRACTOR SHALL REVIEW ALL PERMITS AND THE CONDITIONS ATTENDANT WITH APPROVALS PRIOR TO THE START OF THE WORK. UNLESS OTHERWISE STIPULATED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR IS REQUIRED TO COMPLY AND FULFILL ALL CONDITIONS OF APPROVAL.

I HEREBY ACKNOWLEDGE THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MAINE AND THAT I AM COMPETENT TO PREPARE THIS DOCUMENT.

CONSULTANT LIST

- ENVIRONMENTAL:
- Credera Associates, LLC
- 222 ST. JOHN STREET, SUITE 314
- PORTLAND, ME 04102
- 207.828.1272
- ATTN: RJP PATTEN, P.E.
- www.crederalc.com
- STRUCTURAL:
- Baker Design Consultants
- 11 STONY BROOK LANE
- YARMOUTH, ME 04096
- 207.846.9724
- ATTN: BARNEY BAKER, P.E.
- ATTORNEY:
- Murray, Plumb and Murray
- P.O. BOX 9785
- PORTLAND, ME 04104
- 207.773.5651
- ATTN: PETER PLUMB
- www.mpmaw.com
- TRAFFIC ENGINEER:
- Gorill-Palmer Consulting Engineers, Inc
- P.O. BOX 1237
- GRAY, ME 04039
- 207.657.6910
- ATTN: THOMAS GORILL, P.E.
- www.gorillpalmer.com
- SURVEYOR:
- Owen Haskell, Inc
- 390 U.S. ROUTE 1, UNIT 10
- FALMOUTH, ME 04105
- 207.774.0424
- ATTN: JOHN SWAN, P.L.S.
- www.owenhaskell.com
- GEOTECHNICAL:
- S.W. Cole Engineering, Inc
- 17 CHESNUT STREET, SUITE 1A
- PORTLAND, ME 04101
- 207.773.6600
- ATTN: TIM BOYCE, P.E.
- www.swoole.com

REV	DATE	DESCRIPTION
1	08.21.12	PRELIMINARY APPLICATION TO CITY OF PORTLAND

P.E. STEPHEN R. BUSHLEY
 LICENSED PROFESSIONAL ENGINEER
 STATE OF MAINE
 LICENSE NO. 429

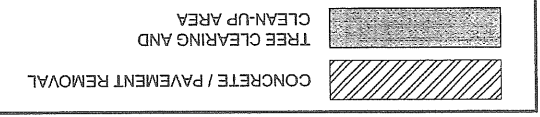
PROJECT: CANAL LANDING
 SHEET TITLE: COVER SHEET
 CLIENT: NEW YARD LLC
 58 FORE STREET
 PORTLAND, ME 04101

SHEET: C-10
 FILE NAME: 3091-COV
 CHECKED: SRB JOB NO. 3091
 DESIGNED: RJM SCALE: N.T.S.
 DRAWN: DED DATE: APR 2012
 www.delucahoffman.com

DELUCA-HOFFMAN ASSOCIATES, INC.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 202.775.1121

P.1.1

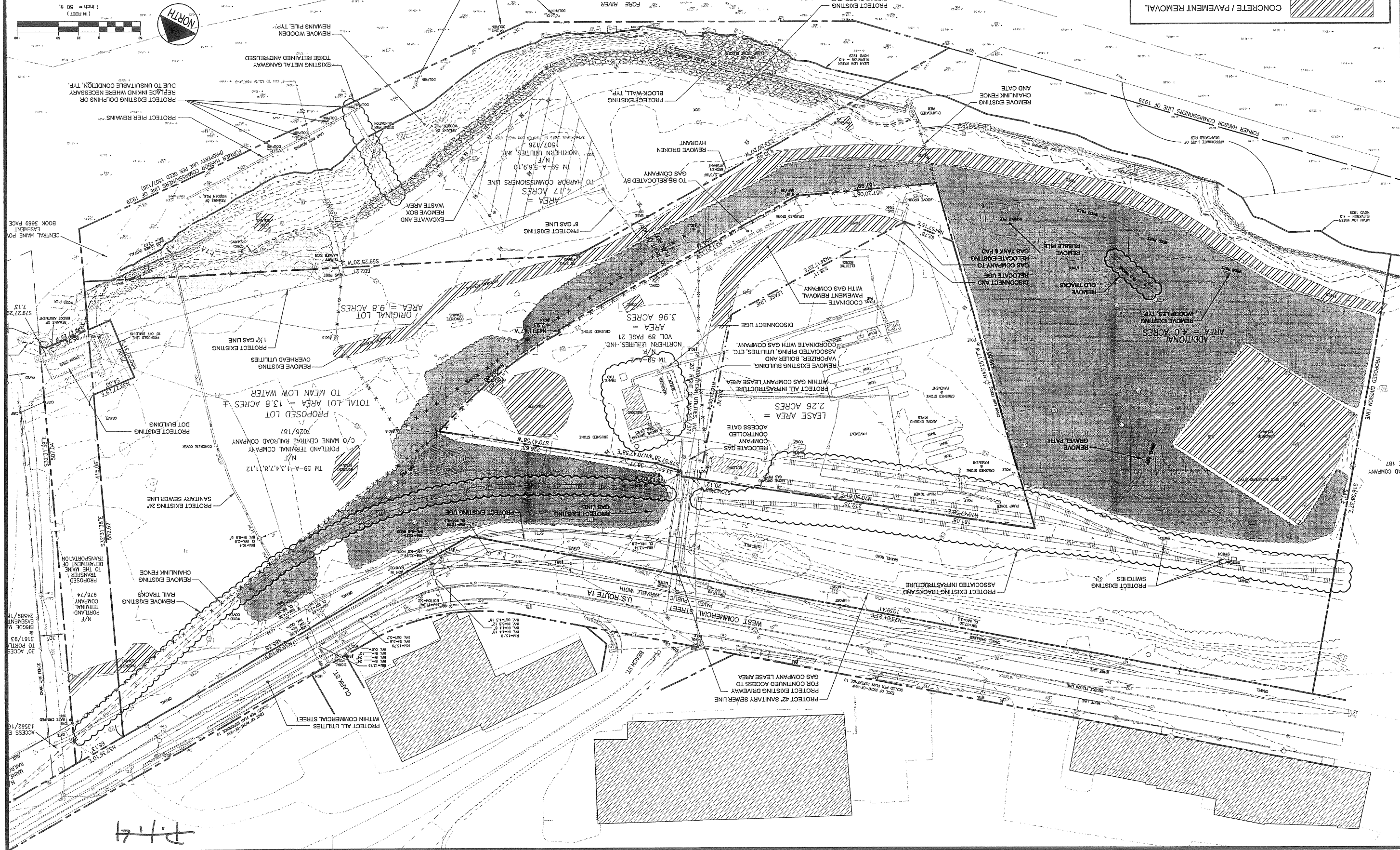
- NOTE:
1. ALL DELETERIOUS AND HAZARDOUS WASTE TO BE DISPOSED OF APPROPRIATELY.
 2. DEMOLITION AND REMOVALS WILL BE PHASED WITH THE VEGETATION WHICH WILL OCCUR DURING PHASE 1.



REV	DATE	DESCRIPTION
1		

PROJECT: CANAL LANDING
 SHEET TITLE: DEMOLITION AND REMOVALS PLAN
 CLIENT: NEW YARD LLC
 58 FORE STREET
 PORTLAND, ME 04101

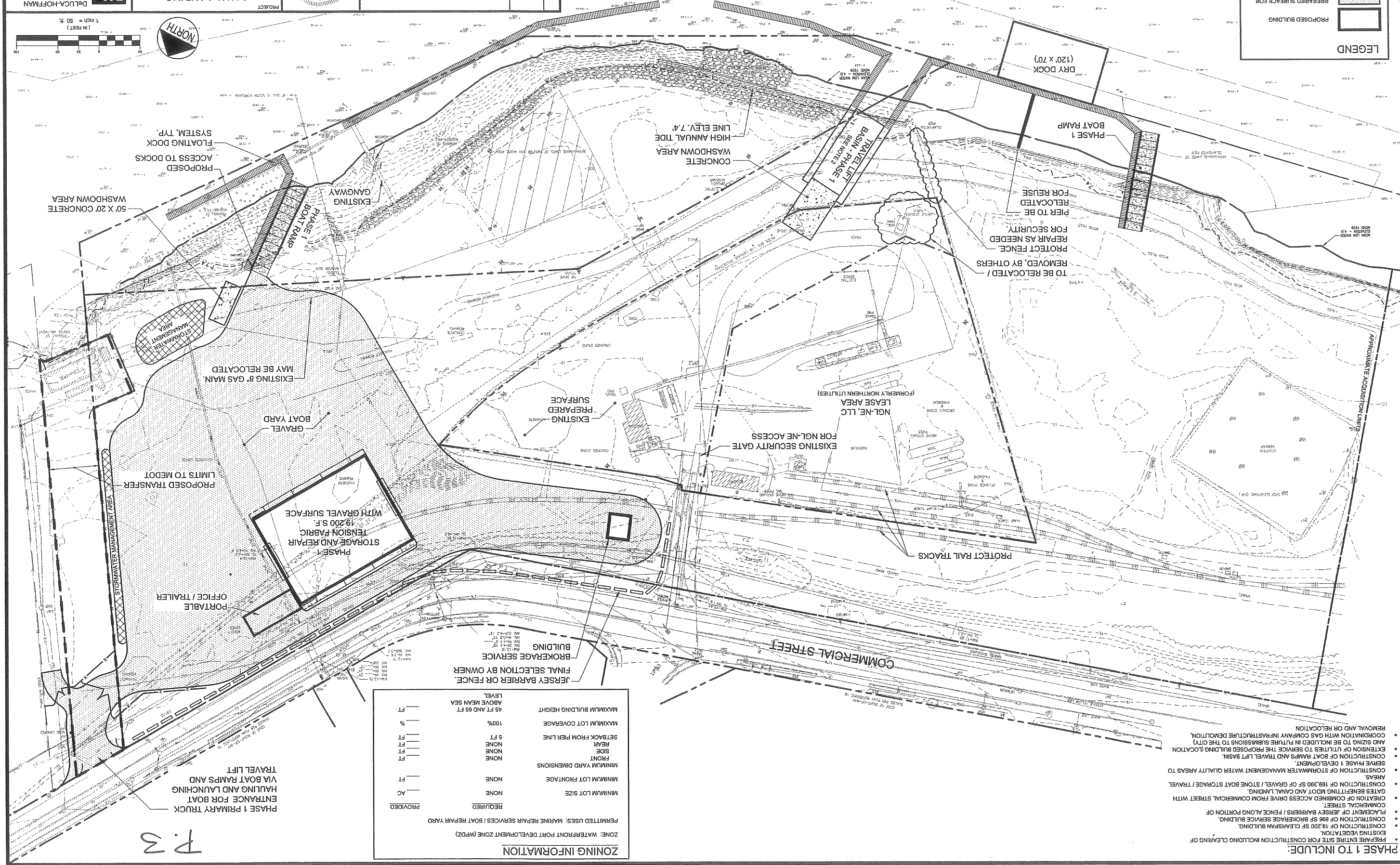
DRW: DELUCA, HOFFMAN
 DATE: APR 2012
 SCALE: 1" = 50'
 CHECKED: SRB
 JOB NO.: 3091
 FILE NAME: 3091-DEM.DWG
 SHEET: C-14



P.1.5
 P.1.4

SHEET C-2.1		PROJECT CANAL LANDING	
DRAWN: CMW DATE: APR 2012 MMW DELUCA-HOFFMAN.COM		CLIENT NEW YARD LLC 58 FORE STREET PORTLAND, ME 04101	
CHECKED: SRB JOB NO. 3091		P.E. # STATE OF MAINE LICENSED PROFESSIONAL ENGINEER STEPHEN B. DELUCA	
DESIGNED: RJM SCALE: 1" = 50'		REVISIONS	
FILE NAME: 3091-SITE LAYOUT		REV	DATE
		1	08.10.12
		SUBMITTED TO CLIENT FOR REVIEW	

LEGEND	
[Cross-hatched box]	STORMWATER MANAGEMENT WATER QUALITY TREATMENT AREAS
[Dotted box]	PREPARED SURFACE FOR VESSEL STORAGE AND TRAVEL
[Solid white box]	PROPOSED BUILDING



- PHASE 1 TO INCLUDE:**
- PREPARE ENTIRE SITE FOR CONSTRUCTION INCLUDING CLEARING OF EXISTING VEGETATION.
 - CONSTRUCTION OF 19,200 SF CLEARSPAN BUILDING.
 - CONSTRUCTION OF 886 SF BROKERAGE SERVICE BUILDING.
 - CONSTRUCTION OF JERSEY BARRIERS / FENCE ALONG PORTION OF COMMERCIAL STREET.
 - CREATION OF COMBINED ACCESS DRIVE FROM COMMERCIAL STREET WITH GATES BENEFITTING MDOT AND CANAL LANDING.
 - CONSTRUCTION OF 189,390 SF OF GRAVEL / STONE BOAT STORAGE / TRAVEL AREAS.
 - CONSTRUCTION OF STORMWATER MANAGEMENT WATER QUALITY AREAS TO SERVE PHASE 1 DEVELOPMENT.
 - REMOVAL OF BOAT RAMPS AND TRAVEL LIFT BASIN.
 - EXTENSION OF UTILITIES TO SERVICE THE PROPOSED BUILDING LOCATION AND SIZING TO BE INCLUDED IN FUTURE SUBMISSIONS TO THE CITY).
 - COORDINATION WITH GAS COMPANY INFRASTRUCTURE DEMOLITION, REMOVAL AND OR RELOCATION.

ZONING INFORMATION

PERMITTED USES:	REQUIRED	PROVIDED
MARINE REPAIR SERVICES / BOAT REPAIR YARD		
WATERFRONT PORT DEVELOPMENT ZONE (WPDZ)		
MINIMUM LOT SIZE	NONE	AC
MINIMUM LOT FRONTAGE	NONE	FT
MINIMUM YARD DIMENSIONS	NONE	FT
FRONT	NONE	FT
SIDE	NONE	FT
REAR	NONE	FT
SETBACK FROM PIER LINE	5 FT	FT
MAXIMUM LOT COVERAGE	100%	%
MAXIMUM BUILDING HEIGHT	45 FT AND 65 FT ABOVE MEAN SEA LEVEL	FT

P.3

PHASE 1 PRIMARY TRUCK ENTRANCE FOR BOAT HAULING AND LAUNCHING VIA BOAT RAMPS AND TRAVEL LIFT

JERSEY BARRIER OR FENCE FINAL SELECTION BY OWNER. BUILDING BROKERAGE SERVICE

PORTABLE OFFICE / TRAILER

PHASE 1 STORAGE AND REPAIR TENSION FABRIC 19,200 S.F. WITH GRAVEL SURFACE

GRAVEL BOAT YARD

MAY BE RELOCATED EXISTING 8" GAS MAIN

STORMWATER MANAGEMENT AREA

50' X 20' CONCRETE WASHDOWN AREA

PROPOSED ACCESS TO DOCKS FLOATING DOCK SYSTEM, TYP.

TO BE RELOCATED / REMOVED, BY OTHERS. PROTECT FENCE. REPAIR AS NEEDED. PIER TO BE RELOCATED FOR SECURITY.

EXISTING SECURITY GATE FOR NGL-NE ACCESS

NGL-NE, LLC LEASE AREA (FORMERLY NORTHERN UTILITIES)

EXISTING PREPARED SURFACE

CONCRETE WASHDOWN AREA HIGH ANNUAL TIDE LINE ELEV. 7.4'

TRAVEL LIFT BASIN PHASE 1

PHASE 1 BOAT RAMP

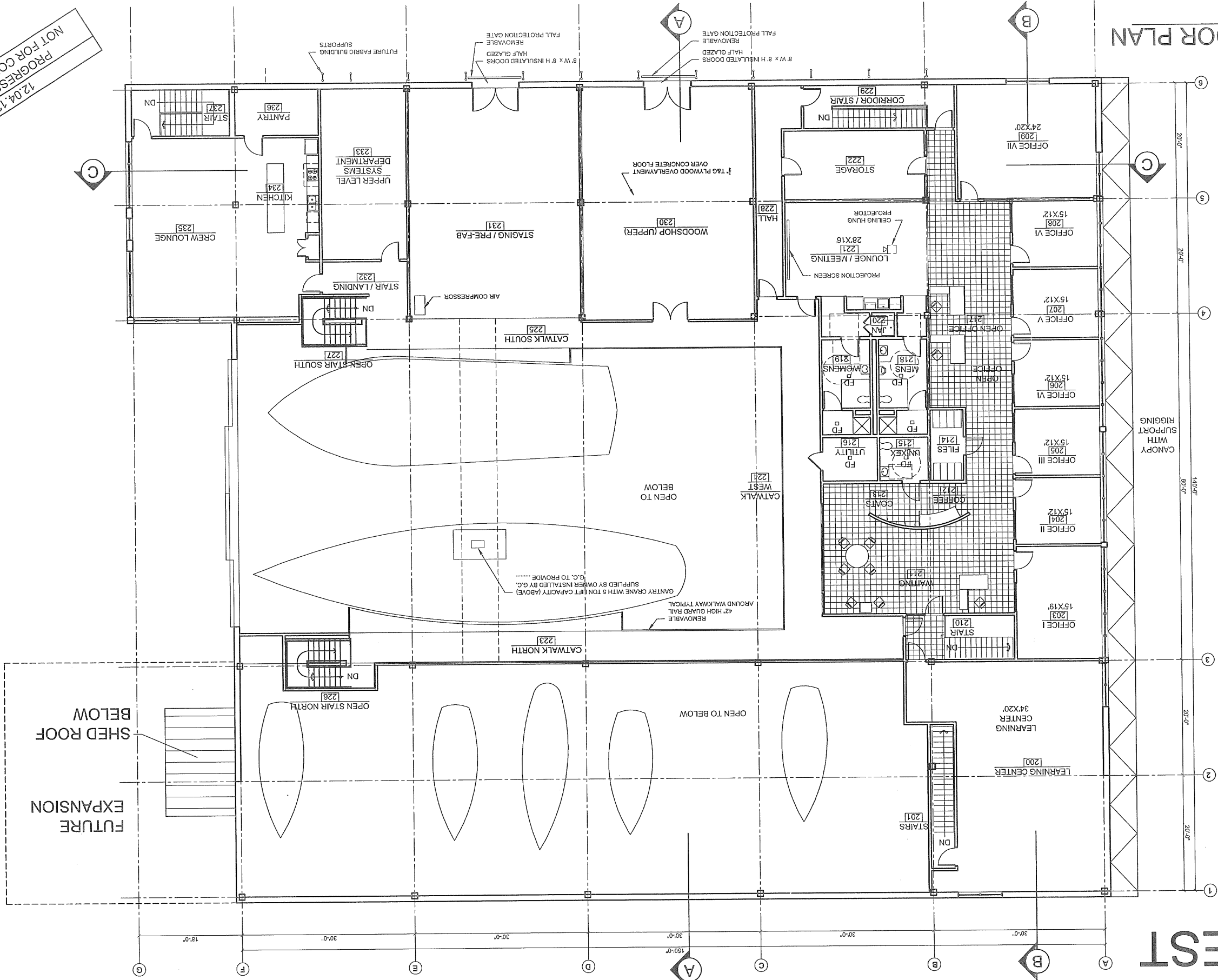
DRY DOCK (120' x 70')

APPROXIMATE ACQUISITION LIMITS

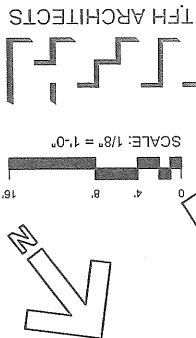
PYS-WEST

SECOND FLOOR PLAN

SCALE 1/8"=1'-0"



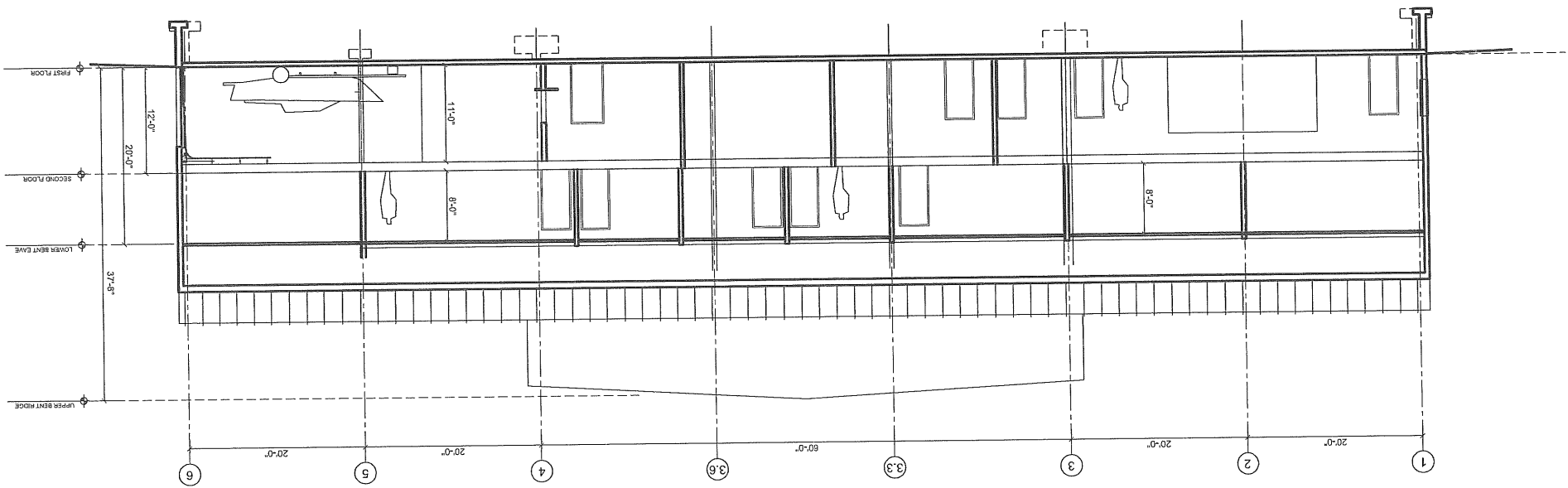
12.04.12
NOT FOR CONSTRUCTION
PROGRESS PRINT



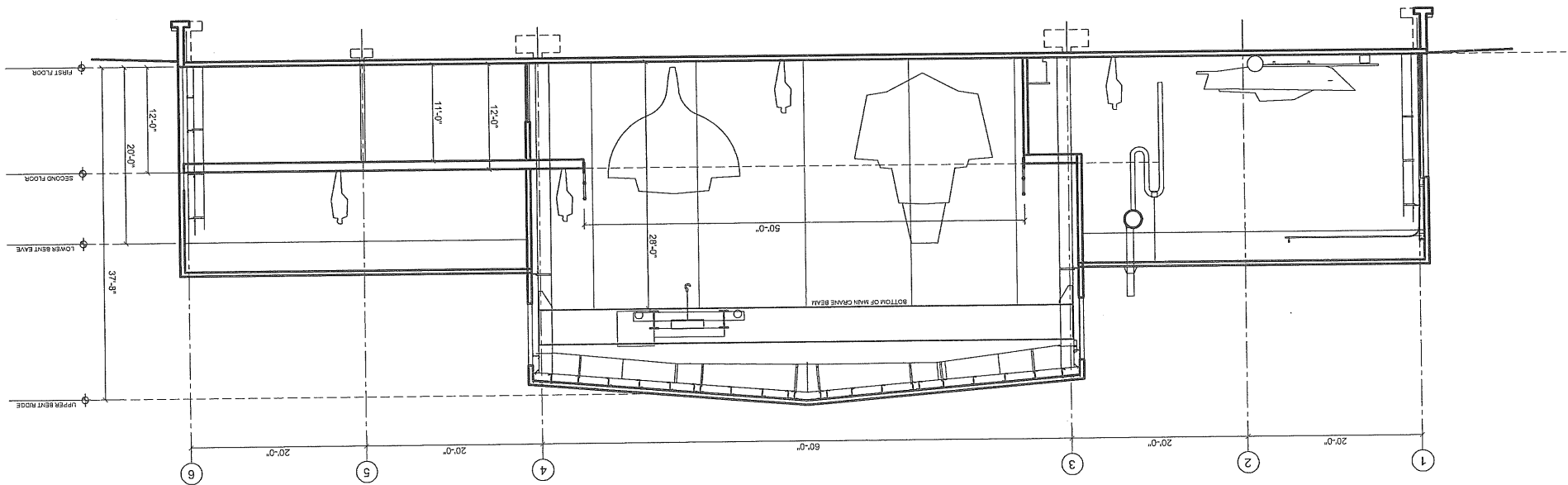
TFH ARCHITECTS

P12.3

SECTION (B-B) AT ADMINISTRATION / RETAIL
SCALE 1/8"=1'-0"



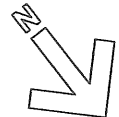
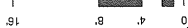
SECTION (A-A) AT CLERESTORY
SCALE 1/8"=1'-0"



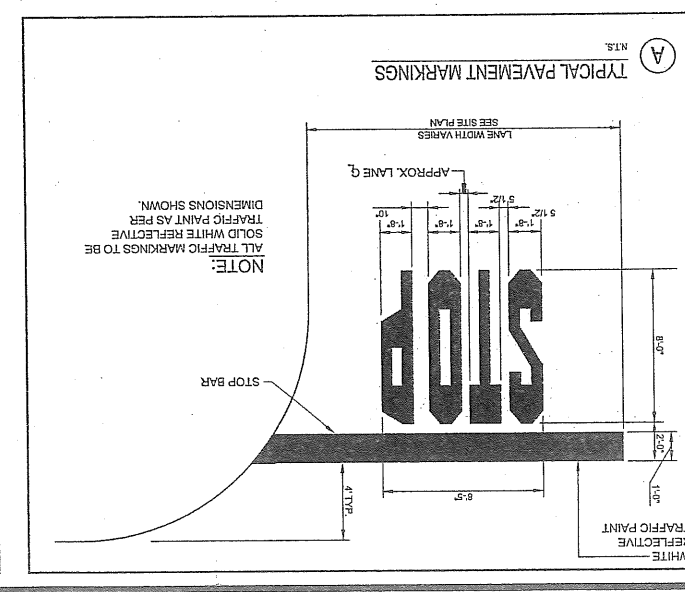
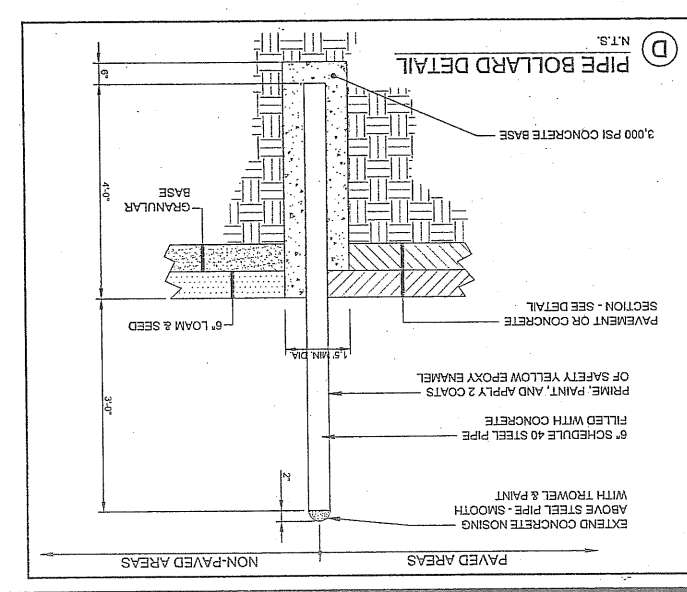
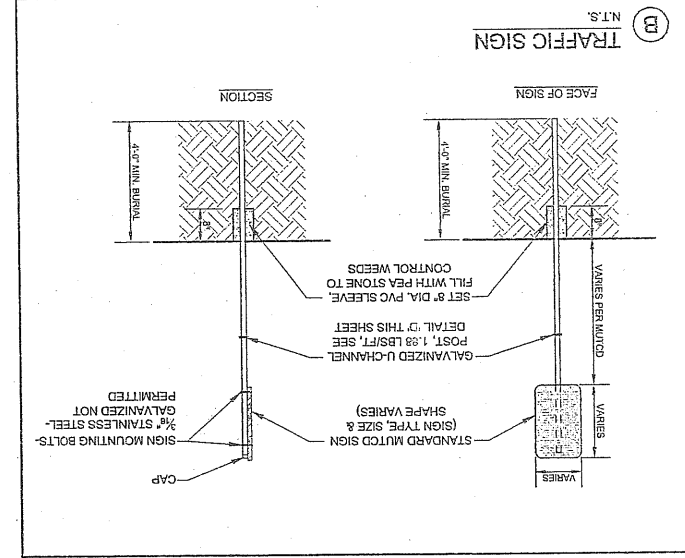
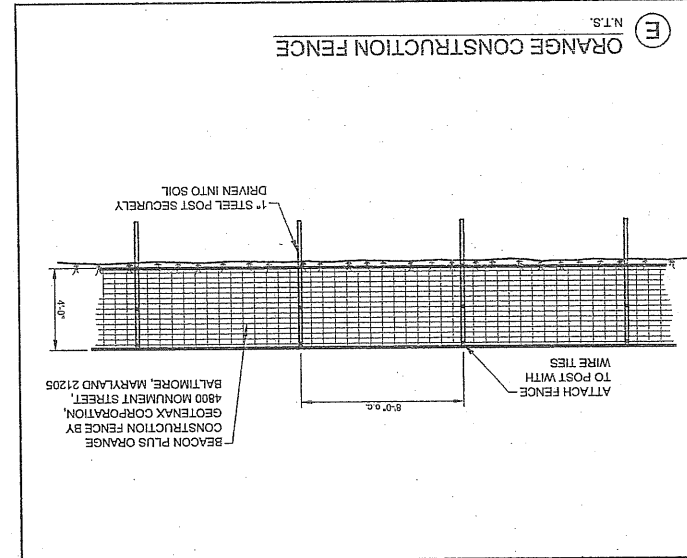
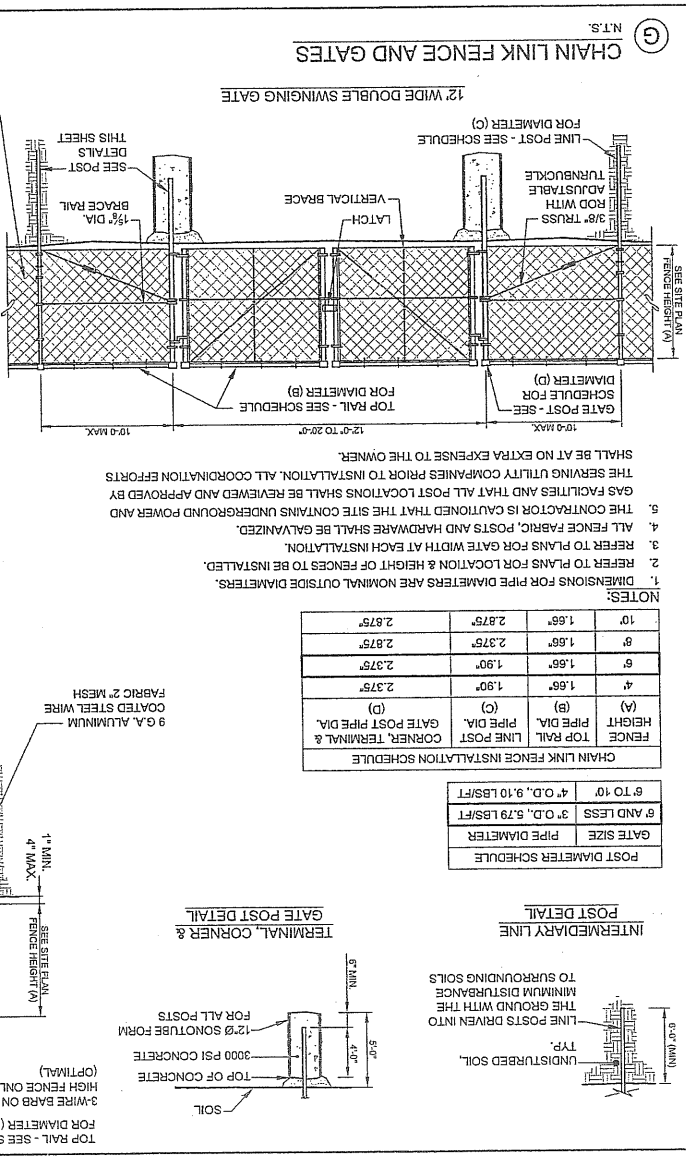
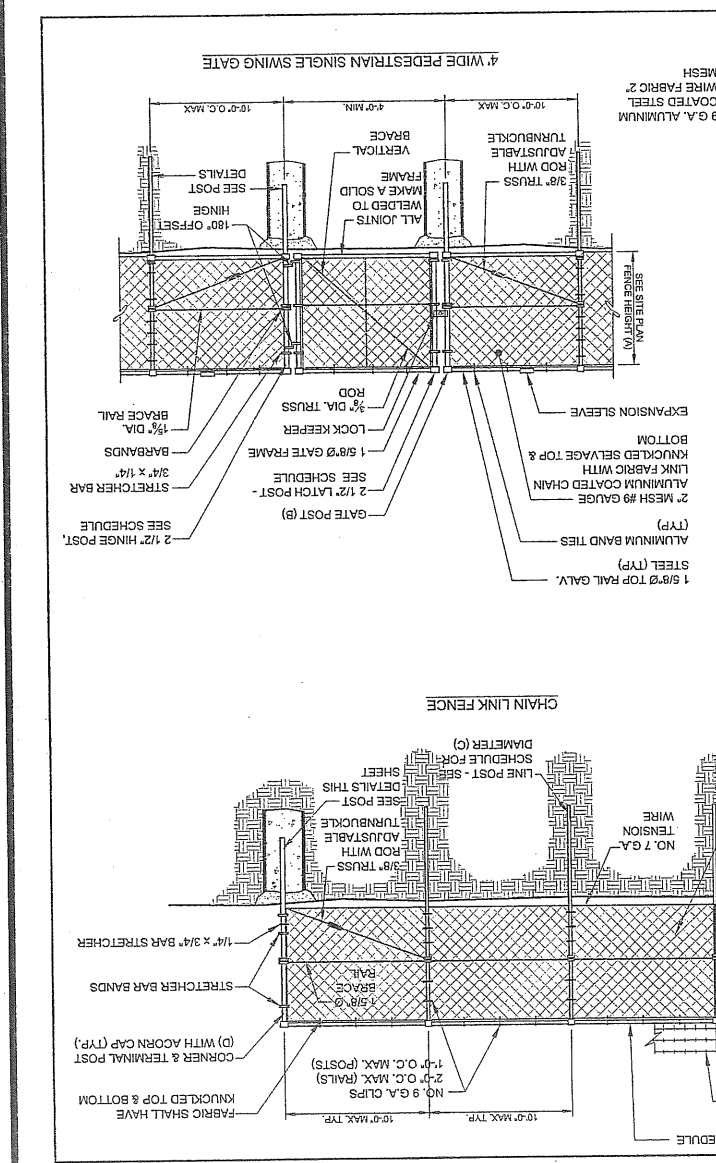
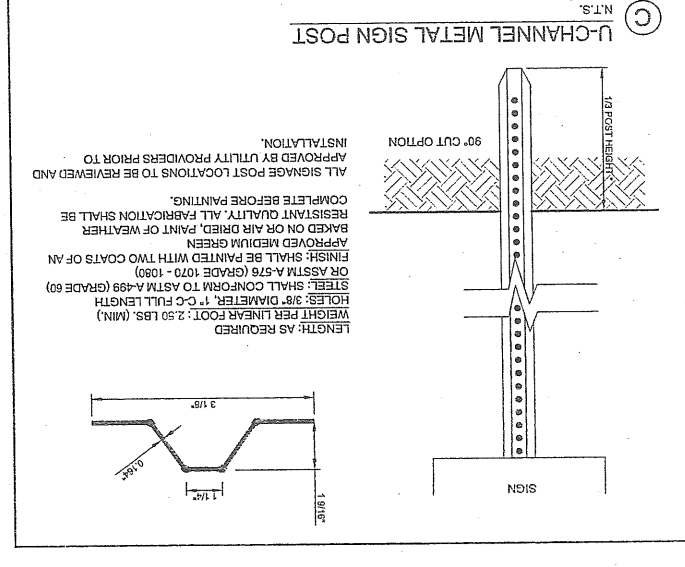
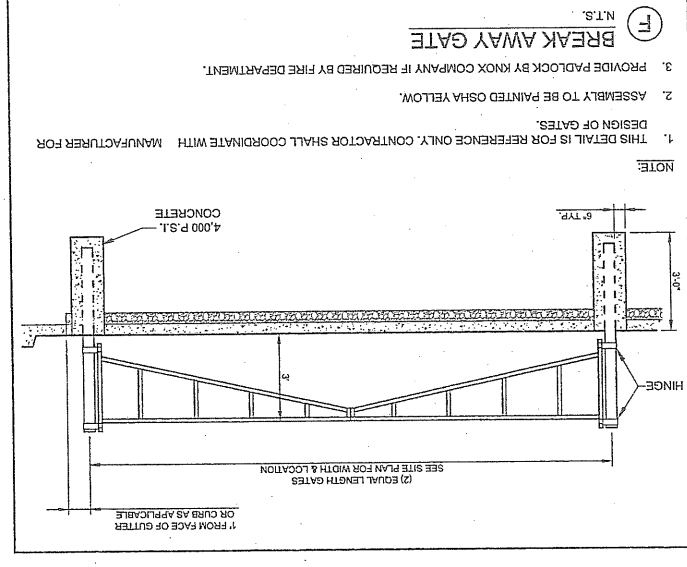
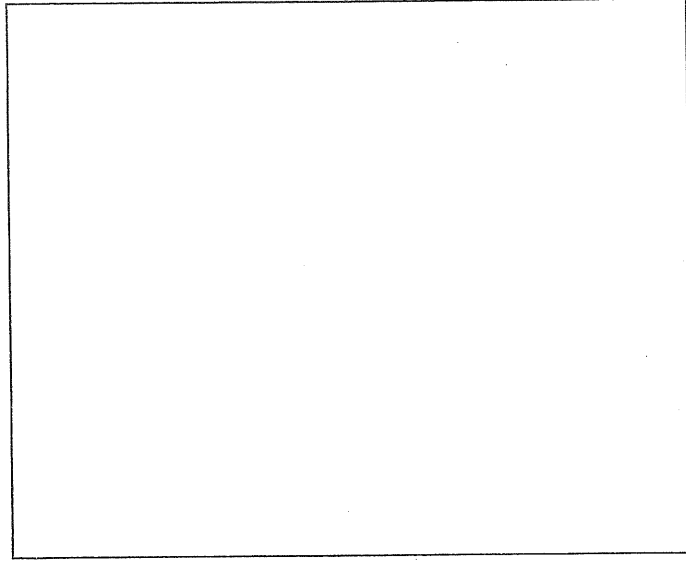
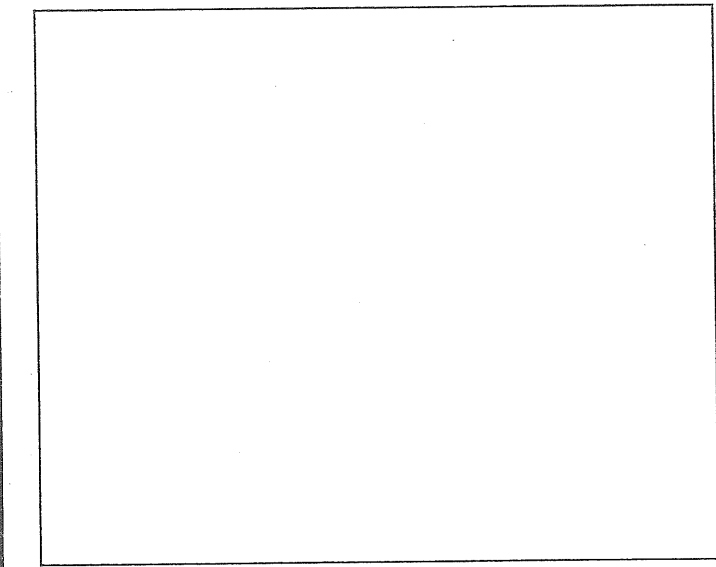
12.04.12
PROGRESS PRINT
NOT FOR CONSTRUCTION

TFH ARCHITECTS

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



<p>PROJECT: CANAL LANDING</p> <p>SHEET TITLE: SITE DETAILS</p> <p>1 OF 2</p> <p>CLIENT: NEW YARD LLC</p> <p>58 FORE STREET</p> <p>PORTLAND, ME 04101</p>	<p>DATE: LA</p> <p>DESIGNED: RJM</p> <p>SCALE: AS SHOWN</p> <p>CHECKED: SFB</p> <p>JOB NO. 3091</p> <p>FILE NAME: 3091-DET</p> <p>SHEET: C-8.0</p>	<p>PROJECT: CANAL LANDING</p> <p>SHEET TITLE: SITE DETAILS</p> <p>1 OF 2</p> <p>CLIENT: NEW YARD LLC</p> <p>58 FORE STREET</p> <p>PORTLAND, ME 04101</p>	<p>REV. DATE DESCRIPTION</p> <p>2 10.31.12 FINAL SITE PLAN APPLICATION SUBMISSION</p> <p>1 08.21.12 PRELIMINARY APPLICATION TO CITY OF PORTLAND</p>
--	--	--	---



PRELIMINARY - NOT FOR CONSTRUCTION

Table with project details: SHEET C-6.5, FILE NAME 3091-DET, CHECKED SRS, DESIGNED RLM, DRAWN LA, CLIENT NEW YARD LLC, PROJECT CANAL LANDING EROSION CONTROL NARRATIVE, P.E. STEPHEN R. BUSHBY, LIC. #1429, FINAL SITE PLAN APPLICATION SUBMISSION, DATE 08.21.12, REV 1, 2.

APPENDIX A

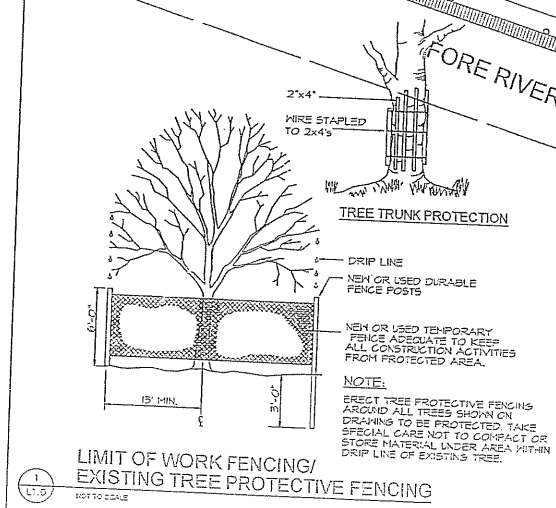
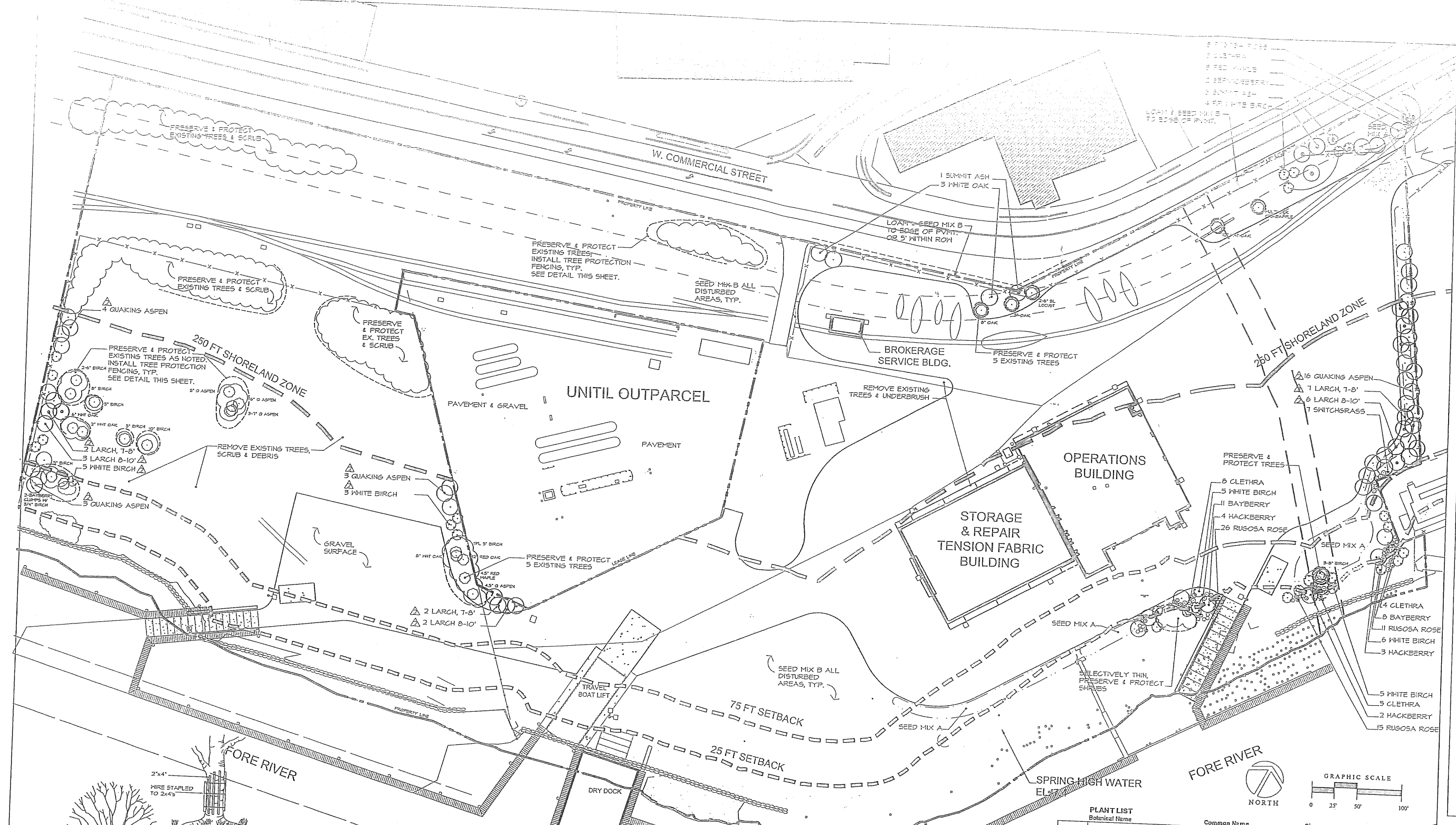
1. The contractor shall be responsible for... 2. The contractor shall be responsible for... 3. The contractor shall be responsible for... 4. The contractor shall be responsible for... 5. Method of Applying Lime and Fertilizer... 6. Seed with the following mixture... 7. Mulching Instructions... 8. Applications... 9. Remarks... 10. Applications... 11. Applications... 12. Applications... 13. Applications... 14. Applications... 15. Applications... 16. Applications... 17. Applications... 18. Applications... 19. Applications... 20. Applications...

- 1. The contractor shall be responsible for... 2. The contractor shall be responsible for... 3. The contractor shall be responsible for... 4. The contractor shall be responsible for... 5. The contractor shall be responsible for... 6. The contractor shall be responsible for... 7. The contractor shall be responsible for... 8. The contractor shall be responsible for... 9. The contractor shall be responsible for... 10. The contractor shall be responsible for... 11. The contractor shall be responsible for... 12. The contractor shall be responsible for... 13. The contractor shall be responsible for... 14. The contractor shall be responsible for... 15. The contractor shall be responsible for... 16. The contractor shall be responsible for... 17. The contractor shall be responsible for... 18. The contractor shall be responsible for... 19. The contractor shall be responsible for... 20. The contractor shall be responsible for... 21. The contractor shall be responsible for... 22. The contractor shall be responsible for... 23. The contractor shall be responsible for... 24. The contractor shall be responsible for... 25. The contractor shall be responsible for... 26. The contractor shall be responsible for... 27. The contractor shall be responsible for... 28. The contractor shall be responsible for... 29. The contractor shall be responsible for... 30. The contractor shall be responsible for... 31. The contractor shall be responsible for... 32. The contractor shall be responsible for... 33. The contractor shall be responsible for... 34. The contractor shall be responsible for... 35. The contractor shall be responsible for... 36. The contractor shall be responsible for... 37. The contractor shall be responsible for... 38. The contractor shall be responsible for... 39. The contractor shall be responsible for... 40. The contractor shall be responsible for... 41. The contractor shall be responsible for... 42. The contractor shall be responsible for... 43. The contractor shall be responsible for... 44. The contractor shall be responsible for... 45. The contractor shall be responsible for... 46. The contractor shall be responsible for... 47. The contractor shall be responsible for... 48. The contractor shall be responsible for... 49. The contractor shall be responsible for... 50. The contractor shall be responsible for... 51. The contractor shall be responsible for... 52. The contractor shall be responsible for... 53. The contractor shall be responsible for... 54. The contractor shall be responsible for... 55. The contractor shall be responsible for... 56. The contractor shall be responsible for... 57. The contractor shall be responsible for... 58. The contractor shall be responsible for... 59. The contractor shall be responsible for... 60. The contractor shall be responsible for... 61. The contractor shall be responsible for... 62. The contractor shall be responsible for... 63. The contractor shall be responsible for... 64. The contractor shall be responsible for... 65. The contractor shall be responsible for... 66. The contractor shall be responsible for... 67. The contractor shall be responsible for... 68. The contractor shall be responsible for... 69. The contractor shall be responsible for... 70. The contractor shall be responsible for... 71. The contractor shall be responsible for... 72. The contractor shall be responsible for... 73. The contractor shall be responsible for... 74. The contractor shall be responsible for... 75. The contractor shall be responsible for... 76. The contractor shall be responsible for... 77. The contractor shall be responsible for... 78. The contractor shall be responsible for... 79. The contractor shall be responsible for... 80. The contractor shall be responsible for... 81. The contractor shall be responsible for... 82. The contractor shall be responsible for... 83. The contractor shall be responsible for... 84. The contractor shall be responsible for... 85. The contractor shall be responsible for... 86. The contractor shall be responsible for... 87. The contractor shall be responsible for... 88. The contractor shall be responsible for... 89. The contractor shall be responsible for... 90. The contractor shall be responsible for... 91. The contractor shall be responsible for... 92. The contractor shall be responsible for... 93. The contractor shall be responsible for... 94. The contractor shall be responsible for... 95. The contractor shall be responsible for... 96. The contractor shall be responsible for... 97. The contractor shall be responsible for... 98. The contractor shall be responsible for... 99. The contractor shall be responsible for... 100. The contractor shall be responsible for...

88.5

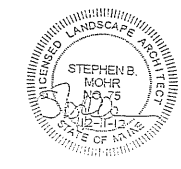
Att.
3.1

CANAL LANDING
West Commercial Street
Portland, Maine



PLANT LIST

Botanical Name	Common Name	Size	Notes
3 Acer rubrum 'Red Sunset'	Red Sunset Maple	2.5'-3' cal; B&B	
2 Amelanchier grandifolia	Sweetgum	8-10' ht; B&B	
4 Betula papyrifera 'Renaissance Reflection'	Renaissance Reflection White Birch	2.5'-3' cal; B&B	single trunk
8 Betula papyrifera	White Birch	10-12' ht; B&B	multi-trunked
9 Calla occidentalis	White Birch	8-12' ht	two 1.5' cal. min. trunks
4 Fraxinus pennsylvanica 'Summit'	Common Hackberry	2.5'-3' cal; B&B	
11 Lark laricina	Summit Ash	2.5'-3' cal; B&B	Alt: 'Patmore'
11 Lark laricina	Larch or Tamarack	7-8' ht; B&B/cent.	
23 Populus tremuloides	Larch or Tamarack	8-10' ht; 2.2.5' cal; B&B	
3 Quercus alba	Quaking Aspen	2.2.5' cal; B&B	
	White Oak	2.5-3' cal; B&B	
20 Sirohys and Ornamental Grasses			
20 Clethra alnifolia	Sweetshrub or Clethra	24-30" ht; 3 gal	5' oc
13 Myrica pensylvanica	Northem Bayberry	24-30" ht; 3.5 gal	4' oc
7 Panicle virginicum 'Delice Blues'	Delice Blues Switchgrass	bulk; 3 gal	5' oc Alt: Heavy Matif
57 Rosa rugosa	Rugosa Rose, Pink	24-30" ht; 3 gal	4' oc
1" multi-trunked			
Match, chrysos			
Seed Mix A - consists of 1/2 of grasses, wildflowers, legumes, P. 1/2 of 10000			5' 3' depth
(e.g., Bluestem, Ryegrass, Bromegrass, Redtop, Orchardgrass, etc.)			
Seed Mix B - consists of 1/2 of grasses, wildflowers, legumes, P. 1/2 of 10000			
(e.g., Tall Fescue, 30% Orchardgrass, 20% Red Top, 20% Annual Ryegrass, 10% Annual Ryegrass)			



RESUBMITTED FOR PERMITTING 12-11-2012

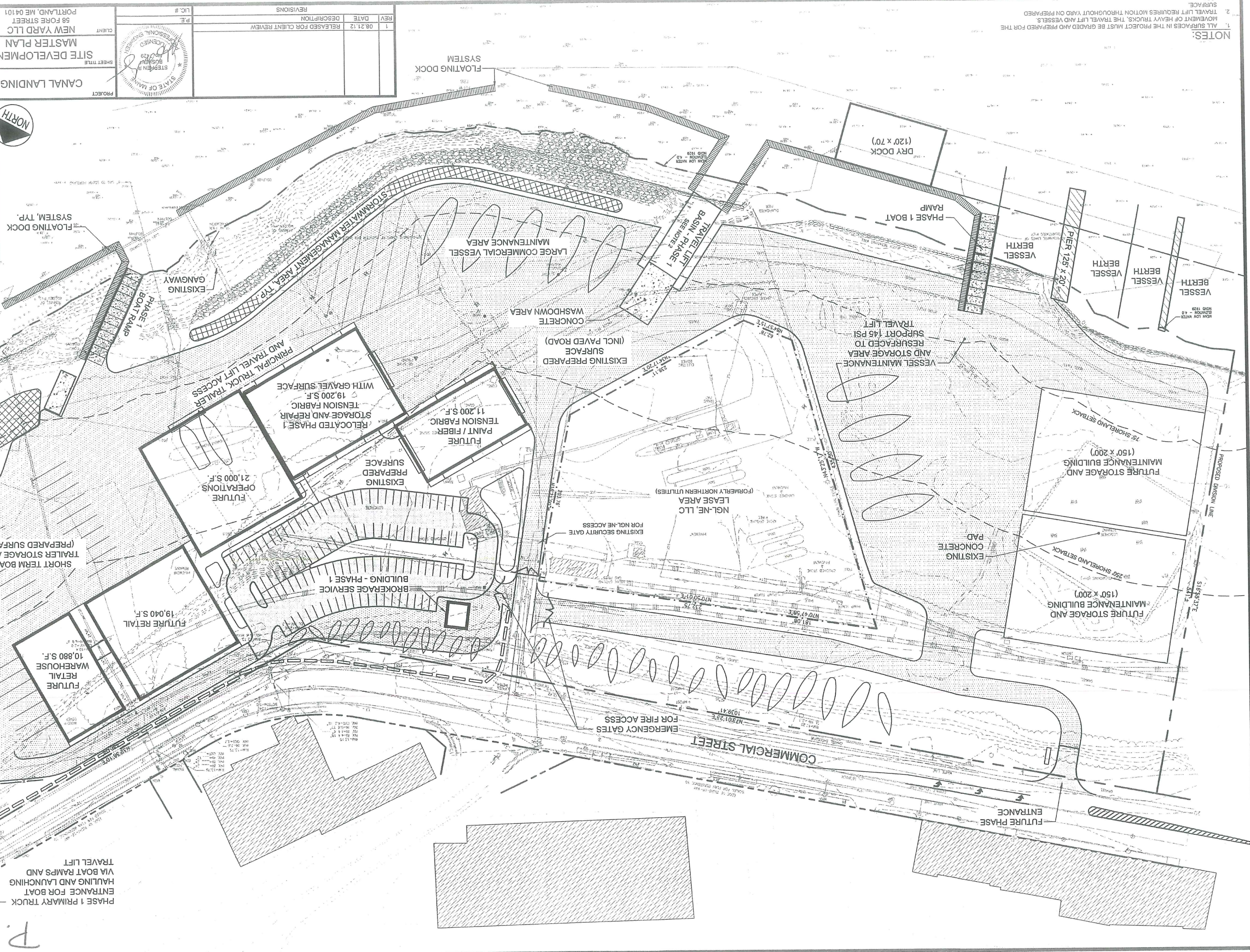
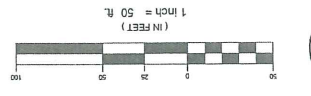
Title: **PHASE I LANDSCAPE PLAN**

No.	Date	Revision
	10-29-12	Site Plan Subm to City
1	12-3-12	2 Bldgs & Hg. gravel
2	12-11-12	addl trees in 250' SZ

Job # 799
Date: 10-18-2012
Scale: 1" = 50'-0"
Drawn: SEB
Checked: SM

FUTURE PHASES, SHOWN, 12/12

SHEET: C-2.0 FILE NAME: 3091-MASTER PLAN CHECKED: SRB JOB NO. 3091 DESIGNED: RJM SCALE: 1" = 50' DRAWN: CMW DATE: APR 2012 WWW.DELUCAHOFFMAN.COM	CLIENT: NEW YARD LLC PROJECT: CANAL LANDING MASTER PLAN SITE DEVELOPMENT	LIC.#: [blank] P.E.: [blank]	REVISIONS: <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>08.21.12</td> <td>RELEASED FOR CLIENT REVIEW</td> </tr> </table>	REV	DATE	DESCRIPTION	1	08.21.12	RELEASED FOR CLIENT REVIEW
REV	DATE	DESCRIPTION							
1	08.21.12	RELEASED FOR CLIENT REVIEW							



NOTES:

1. ALL SURFACES IN THE PROJECT MUST BE GRADED AND PREPARED FOR THE MOVEMENT OF HEAVY TRUCKS. THE TRAVEL LIFT AND VESSEL TRAVEL LIFT REQUIRES MOTION THROUGHOUT YARD ON PREPARED SURFACE.
2. TRAVEL LIFT REQUIRES MOTION THROUGHOUT YARD ON PREPARED SURFACE.

P.2

PROJECT PARCEL SITE			
ZONING: WATERFRONT PORT DEVELOPMENT ZONE (WPDZ)			
PORTLAND TAX ASSESSORS MAP AND LOT NUMBERS			
MAP	BLOCK	LOTS	OWNER
59	A	2, 5, 6, 9, 10	#1
59	A	1, 3, 4, 7, 8, 11	#2

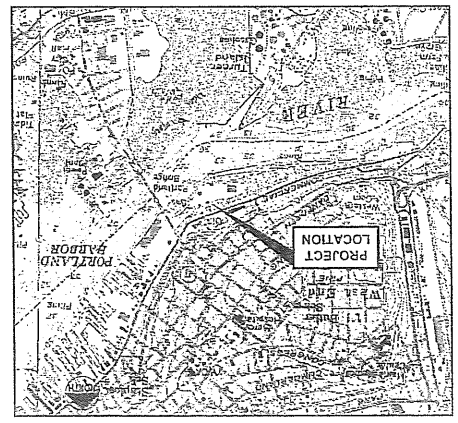
OWNER:
PORTLAND GAS LIGHT CO.
50 UNTIL
5 LIBERTY LANE WEST
HAMPTON, NH 03842

FORMER OWNER:
PORTLAND TERMINAL COMPANY
50 PAN AM BUILDINGS
IRON HORSE PARK
NORTH BILLERICA, MA 01862

NEW OWNER:
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101
ATTN: PHINEAS SPAQUE, JR

APPLICANT:
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101
ATTN: PHINEAS SPAQUE, JR
CORD BOOK 30887 PAGE 247

SITE DEVELOPMENT PLANS FOR CANAL LANDING NEW YARD PHASE 1B 40 WEST COMMERCIAL STREET PORTLAND, MAINE AMENDMENT APPLICATION SEPTEMBER 2013



P.3

INDEX

- C-1.0 COVER SHEET
- C-1.1 GENERAL NOTES AND LEGEND
- C-1.2A ALTAZACS LAND TITLE SURVEY 1 OF 2
- C-1.2B ALTAZACS LAND TITLE SURVEY 2 OF 2
- C-1.3 EXISTING CONDITIONS PLAN
- C-1.4 AMENDED DEMOLITION AND REMOVALS PLAN - PHASE 1B
- C-2.1 AMENDED SITE LAYOUT PLAN - PHASE 1A
- C-2.2 SITE DEVELOPMENT PLAN PHASE 1A (SUMMER/FALL 2013) AND 1B (DATE UNDETERMINED)
- C-3.1 AMENDED GRADING AND DRAINAGE PLAN - PHASE 1B
- C-3.1A AMENDED UTILTY PLAN - PHASE 1B
- C-3.1B AMENDED EROSION AND SEDIMENT CONTROL PLAN - PHASE 1B
- C-3.2 EROSION AND SEDIMENT CONTROL DETAILS 1 OF 2
- C-3.3 EROSION AND SEDIMENT CONTROL NARRATIVE
- C-3.4 EROSION AND SEDIMENT CONTROL DETAILS 2 OF 2
- C-3.5 EROSION AND SEDIMENT CONTROL NARRATIVE
- C-3.6 EROSION AND SEDIMENT CONTROL NARRATIVE
- C-3.7 LIGHTNING PLAN - PHASE 1*
- C-3.8 SITE DETAILS 1 OF 2
- C-3.9 SITE DETAILS 2 OF 2
- C-3.10 SITE SYSTEM DETAILS
- C-3.11 TELEPHONE
- C-3.12 UTILTY DETAILS*
- C-3.13 STORM WATER DETAILS
- C-3.14 SHORE FRONT ELEMENT DETAILS
- C-3.15 STORM WATER MANAGEMENT STRATEGY SCHEMATIC
- C-3.16 NEIGHBORHOOD CROSS SECTION PLAN*
- C-3.17 FIRE PROTECTION PLAN PHASE 1A ONLY
- C-3.18 AMENDED FIRE PROTECTION PLAN - PHASE 1B
- C-3.19 LANDSCAPE PLAN - PHASE 1*
- L-1.0 NOT INCLUDED IN AMENDMENT APPLICATION

CALL BEFORE YOU DIG:
1.888.DIGSAFE (1.888.344.7233)
DIG SAFE MAINE

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

PERMITS / APPROVALS

- LOCAL**
- WATER
- C-1.0 COVER SHEET
- C-1.1 GENERAL NOTES AND LEGEND
- C-1.2A ALTAZACS LAND TITLE SURVEY 1 OF 2
- C-1.2B ALTAZACS LAND TITLE SURVEY 2 OF 2
- C-1.3 EXISTING CONDITIONS PLAN
- C-1.4 AMENDED DEMOLITION AND REMOVALS PLAN - PHASE 1B
- C-2.1 AMENDED SITE LAYOUT PLAN - PHASE 1A
- C-2.2 SITE DEVELOPMENT PLAN PHASE 1A (SUMMER/FALL 2013) AND 1B (DATE UNDETERMINED)
- C-3.1 AMENDED GRADING AND DRAINAGE PLAN - PHASE 1B
- C-3.1A AMENDED UTILTY PLAN - PHASE 1B
- C-3.1B AMENDED EROSION AND SEDIMENT CONTROL PLAN - PHASE 1B
- C-3.2 EROSION AND SEDIMENT CONTROL DETAILS 1 OF 2
- C-3.3 EROSION AND SEDIMENT CONTROL NARRATIVE
- C-3.4 EROSION AND SEDIMENT CONTROL DETAILS 2 OF 2
- C-3.5 EROSION AND SEDIMENT CONTROL NARRATIVE
- C-3.6 EROSION AND SEDIMENT CONTROL NARRATIVE
- C-3.7 LIGHTNING PLAN - PHASE 1*
- C-3.8 SITE DETAILS 1 OF 2
- C-3.9 SITE DETAILS 2 OF 2
- C-3.10 SITE SYSTEM DETAILS
- C-3.11 TELEPHONE
- C-3.12 UTILTY DETAILS*
- C-3.13 STORM WATER DETAILS
- C-3.14 SHORE FRONT ELEMENT DETAILS
- C-3.15 STORM WATER MANAGEMENT STRATEGY SCHEMATIC
- C-3.16 NEIGHBORHOOD CROSS SECTION PLAN*
- C-3.17 FIRE PROTECTION PLAN PHASE 1A ONLY
- C-3.18 AMENDED FIRE PROTECTION PLAN - PHASE 1B
- C-3.19 LANDSCAPE PLAN - PHASE 1*
- L-1.0 NOT INCLUDED IN AMENDMENT APPLICATION

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

CONSULTANT LIST

- CIVIL ENGINEER:**
Fay, Spofford & Thordike, Inc
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207.775.1121
ATTN: STEPHEN BUSHBY, P.E.
www.fsbtinc.com
- LANDSCAPE ARCHITECT:**
Mohr and Seedin
10 SOLOMON DRIVE
PORTLAND, ME 04108
207.839.8055
ATTN: ROGER GAGNON, P.E.
- ATTORNEY:**
Murray, Fiumb and Murray
P.O. BOX 9785
PORTLAND, ME 04104
207.773.5651
ATTN: PETER PLUMB
www.mpfmv.com
- TRAFFIC ENGINEER:**
Gottlieb Consulting Engineers, Inc
P.O. BOX 1237
GRAY, ME 04039
207.657.6910
ATTN: THOMAS GORRILL, P.E.
www.gottlieb.com
- SURVEYOR:**
Owen Haskell, Inc
380 U.S. ROUTE 1, UNIT 10
FALMOUTH, ME 04105
207.774.0424
ATTN: JOHN SWAN, P.L.S.
www.owenhaskell.com
- GEOTECHNICAL:**
S.W. Cole Engineering, Inc
266 PORTLAND ROAD
GRAY, ME 04039
207.657.2866
ATTN: TIM BOYCE, P.E.
www.swcole.com
- ENVIRONMENTAL:**
Credere Associates, LLC
778 MAIN STREET
WESTBROOK, ME 04092
207.828.1272
ATTN: JEDD STEINGLASS, LSP
www.credere.com

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

U.S. ARMY CORPS OF ENGINEERS
SECTION 404 PERMIT
207.823.8387
CONTACT: JAY CLEMENT

ALL PERMITS ARE ANTICIPATED TO HAVE CONDITIONS ATTACHED WITH THEM. APPROVAL, THE CONTRACTOR SHALL REVIEW ALL PERMITS AND THE CONDITIONS ATTACHED WITH THEM PRIOR TO THE START OF THE WORK. UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR, THE CONTRACTOR IS REQUIRED TO COMPLETE AND FULFILL ALL CONDITIONS OF APPROVAL.

NO.	DATE	REVISION
1	09/26/13	REVISION: PHASE 1B
2	09/26/13	REVISION: PHASE 1B
3	09/26/13	REVISION: PHASE 1B
4	09/26/13	REVISION: PHASE 1B
5	09/26/13	REVISION: PHASE 1B
6	09/26/13	REVISION: PHASE 1B
7	09/26/13	REVISION: PHASE 1B
8	09/26/13	REVISION: PHASE 1B
9	09/26/13	REVISION: PHASE 1B
10	09/26/13	REVISION: PHASE 1B

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

PROJECT: CANAL LANDING
AMENDED SITE PLAN
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101

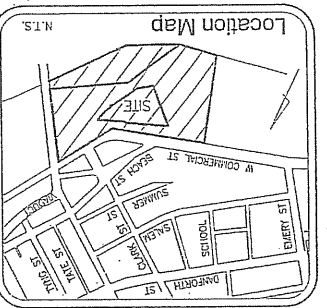
OWEN HASKELL, INC.
 PROFESSIONAL LAND SURVEYORS
 880 U.S. Route One, Unit #10
 Falmouth, Maine 04416
 Tel. (207)774-0624 Fax (207)774-0611
 WWW.OWENHASKELL.COM



Randy R. Loubier
 RANDY R. LOUBIER
 PROFESSIONAL LAND SURVEYOR NO. 2407
 IN THE STATE OF MAINE
 DATE OF PLAT: JULY 2, 2012
 REVISION DATE: SEPTEMBER 23, 2013
 GHI JOB NO. 2012-051P

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4, 9, 11(a), & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 2, 2012.

ALTA/ACSM Land Title Survey
 West Commercial Street
 Portland, Cumberland County, Maine
 made for
 New Yard LLC
 58 Fore Street, Portland, Maine
 Surveyor's Certification



SCALE: 1" = 60'
 100 50 0 50 100

Record Owners
 MA 59-A-1,4,7,8,11 NEW YARD LLC, BOOK 30857 PAGE 247
 MA 59-A-2,5,6,9,10 UNIT 1, VOL. 89 PAGE 21
 MA 59-A-1,4,7,8,11 NEW YARD LLC, BOOK 30857 PAGE 247

Utility Companies:
 SOUTHERN BELL/VERIZON
 CITY OF PORTLAND
 DEPARTMENT OF PUBLIC SERVICES
 1075 FOREST AVENUE
 PORTLAND, MAINE 04103
 TEL: 207-797-8002
 PORTLAND WATER DISTRICT
 225 DOUGLASS STREET
 PORTLAND, MAINE 04102
 TEL: 207-781-3310

Zoning Information:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEY MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPARE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE DOES CERTAINLY THAT THEY ARE LOCATED AS CLOSELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-800-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL MANHOLES AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

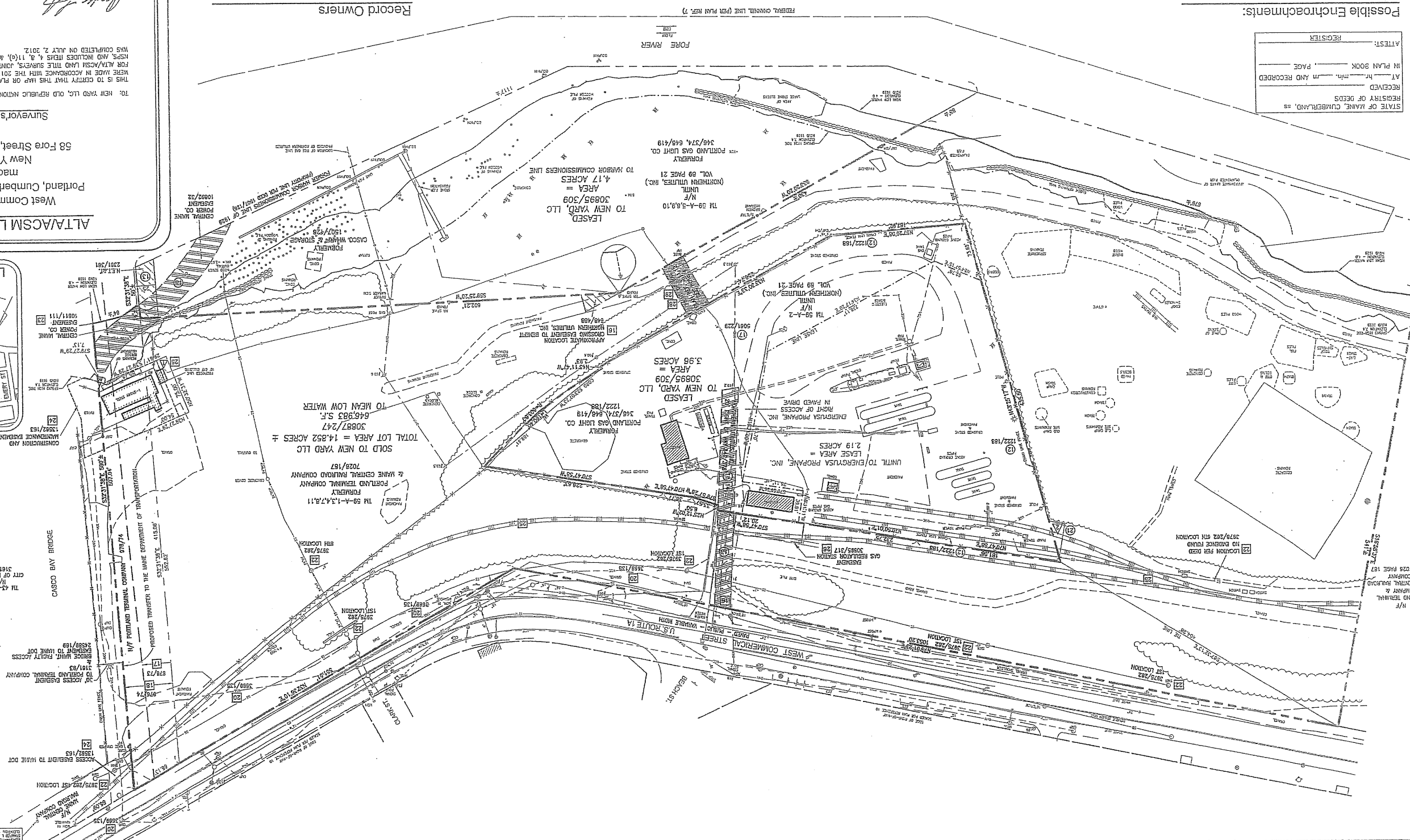
Utility Note:
 SEE SHEET 2 OF 2 FOR PLAN REFERENCES, LEGAL DESCRIPTIONS AND SCHEDULE B SECTION 2 EXCEPTIONS.
 FEDERAL CHANNEL LINE (PER PLAN REF. 7)

Notes:
 1. THE FEDERAL CHANNEL LINE TAKEN FROM PLAN REFERENCE NO. 7 USING COORDINATES IN THE DIGITAL FORMAT OF SAID PLAN.
 2. VERTICAL DATA IS NOW 1929 BASED UPON MAINE DEPARTMENT OF TRANSPORTATION BENCH STATION ON MAP WHERE IT CONNECTS TO THE CASCO BAY BRIDGE.
 3. BENCHMARKS ARE MAINE STATE PLANE WEST 1983 DATA.
 4. NO RECORDED DOCUMENTS HAVE BEEN FOUND FOR THIS RIGHT OF WAY, EXCEPT FOR THE HAS BEEN SHOWN ON OR WRAPPED ON THE PLANS REFERENCED AND THERE HAVE BEEN NO UNRECORDED AGREEMENTS BETWEEN PART PARTS AND UTILITIES LEASOR COMPANIES. (DATED JULY 1, 1997).
 -THE INSTALLATION OF A 12-INCH PIPE WITHIN A 10-FOOT WIDE STRIP ON CASCO BAY BRIDGE CROSSING IS AUTHORIZED BY THE INSTALLATION OF A 4-INCH STEEL PIPE 3.5 FEET UNDER RIGHT OF WAY AND BOUNDARY ON THE PORTLAND TERMINAL COMPANY'S PLAN 35 (DATED JULY 1, 1997).
 -THE SAME CROSSING IS AUTHORIZED BY THE INSTALLATION OF A 4-INCH STEEL PIPE 3.5 FEET UNDER RIGHT OF WAY AND BOUNDARY ON THE PORTLAND TERMINAL COMPANY'S PLAN 35 (DATED JULY 1, 1997).

- Legend:**
- RAILROAD
 - FENCE
 - OVERHEAD WIRE
 - UNDERGROUND ELECTRIC
 - WATER VALVE
 - TELEPHONE
 - WATER LINE
 - HYDRAULIC
 - UTILITY POLE
 - LIGHT POLE
 - MANHOLE
 - SIGN

Possible Encroachments:

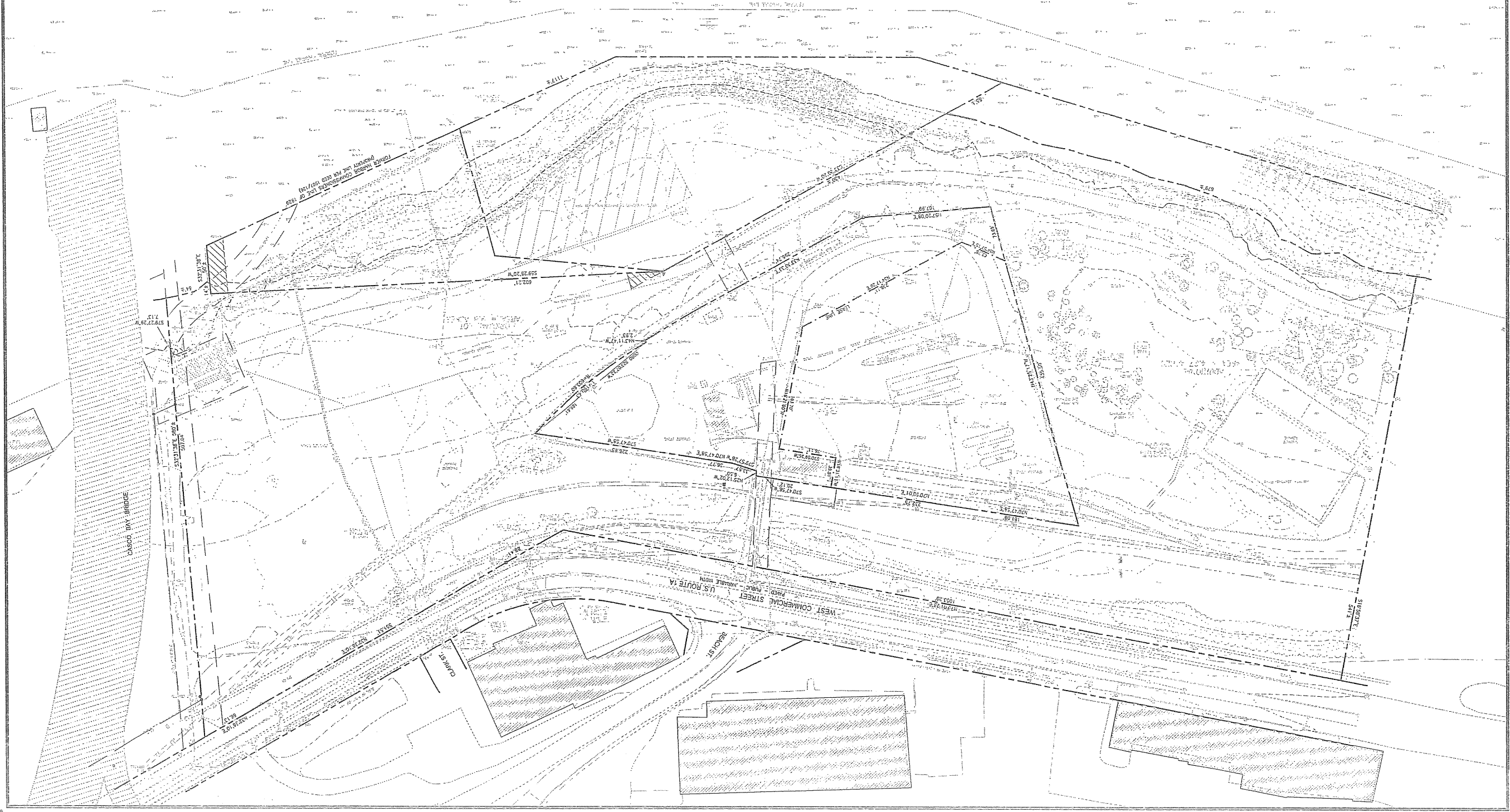
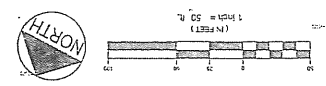
STATE OF MAINE, CUMBERLAND, AS
 REGISTRY OF DEEDS
 RECEIVED
 AT _____ m. and RECORDED
 IN PLAN BOOK _____ PAGE _____
 ATTEST:
 REGISTER



P5

PROJECT	CANAL LANDING	DATE	11/11/11
CLIENT	EM. SPORFORD & THORNDIKE, INC.	SCALE	AS SHOWN
DESIGNER	HST	PROJECT NO.	11111111
CHECKER		DATE	
APPROVED			

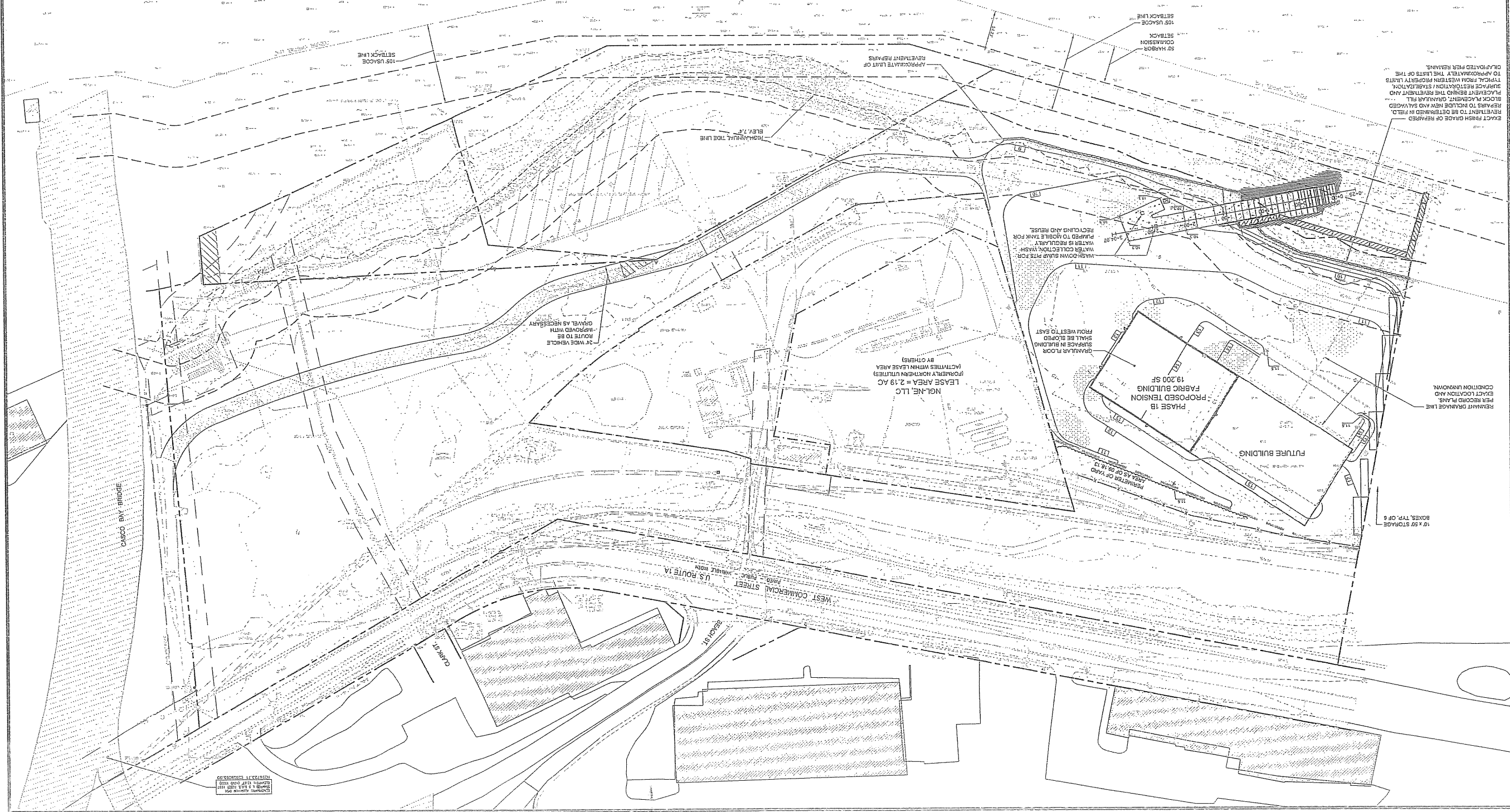
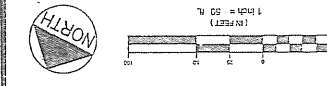
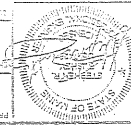
APPENDIX A - NOT FOR CONSTRUCTION

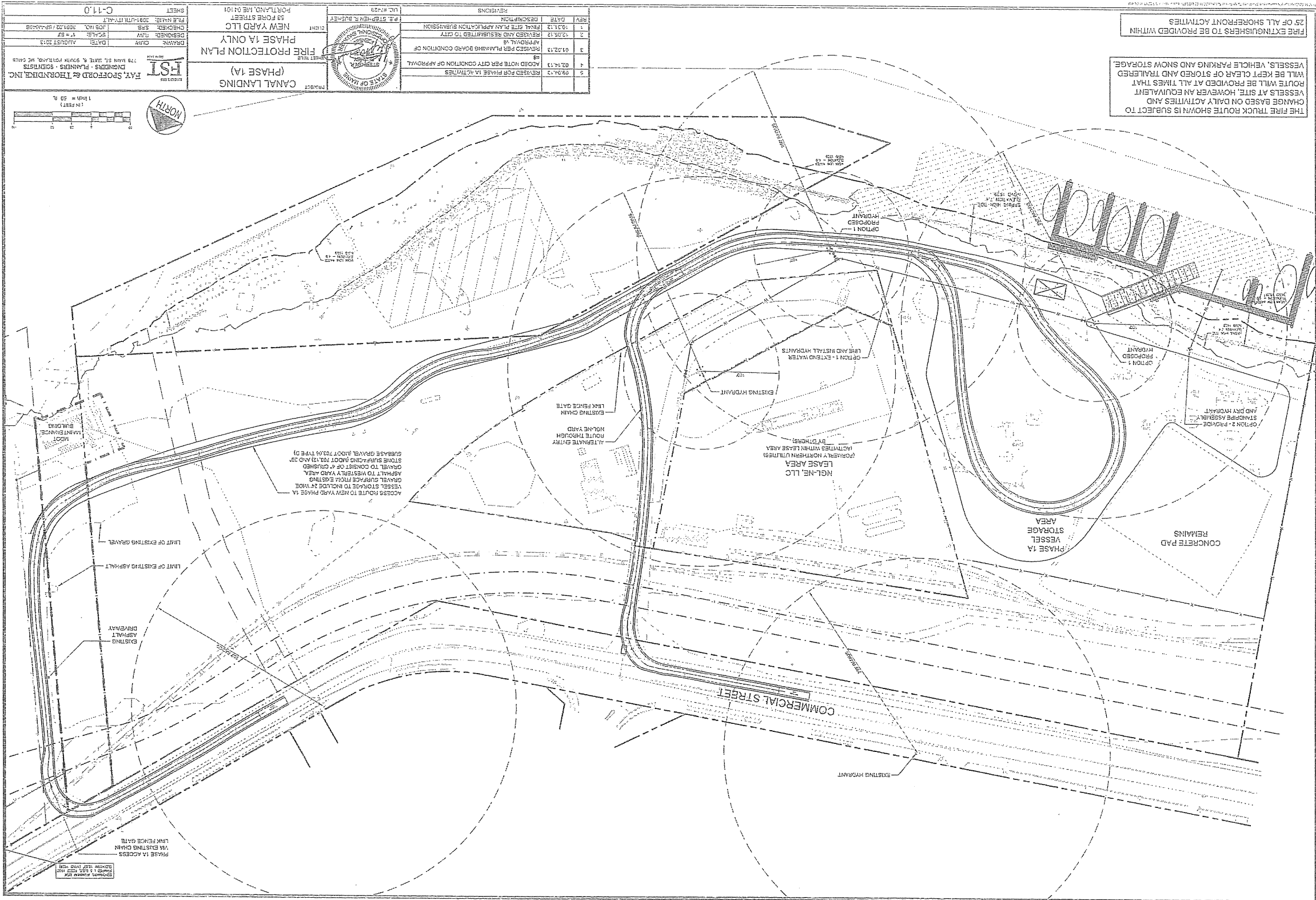


P.7

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/18	ISSUED FOR PERMITS	J. H. [unclear]	[unclear]
2	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
3	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
4	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
5	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
6	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
7	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
8	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
9	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]
10	10/1/18	REVISIONS TO PERMITS	J. H. [unclear]	[unclear]

AMENDED SITE PLAN
 AMENDED GRADING AND
 DRAINAGE PLAN PHASE 1B
 NEWARK LTD.
 25 FORD STREET
 PORTLAND, ME 04106





THE FIRE TRUCK ROUTE SHOWN IS SUBJECT TO CHANGE BASED ON DAILY ACTIVITIES AND VESSELS AT SITE, HOWEVER AN EQUIVALENT ROUTE WILL BE PROVIDED AT ALL TIMES THAT WILL BE KEPT CLEAR OF STORED AND TRAILERED VESSELS, VEHICLE PARKING AND SNOW STORAGE. FIRE EXTINGUISHERS TO BE PROVIDED WITHIN 25' OF ALL SHOREFRONT ACTIVITIES.

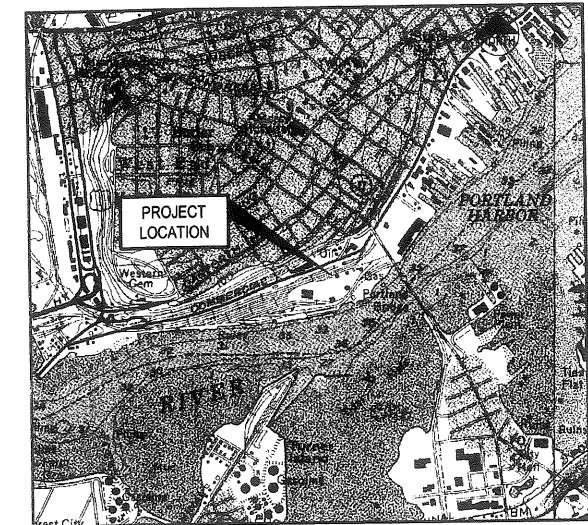
REV#	DATE	DESCRIPTION
1	10.31.12	FINAL SITE PLAN APPLICATION SUBMISSION
2	12.05.12	REVISED AND RESUBMITTED TO CITY APPROVAL
3	01.02.13	REVISED PER PLANNING BOARD CONDITION OF APPROVAL
4	02.14.13	ADDED NOTE PER CITY CONDITION OF APPROVAL
5	09.24.12	REVISED FOR PHASE 1A ACTIVITIES

PROJECT: CANAL LANDING (PHASE 1A)
CLIENT: NEW YARD LLC
LOCATION: 58 FORD STREET, PORTLAND, ME 04101
DATE: AUGUST 2013
SCALE: 1" = 50'
DRAWN BY: HST
CHECKED BY: HST
DESIGNED BY: HST
DATE: AUGUST 2013
PROJECT NO.: 080102 / 080102B
SHEET NO.: C-110

P.1.1

PROJECT PARCEL SITE			
ZONING: WATERFRONT PORT DEVELOPMENT ZONE (WPDZ)			
PORTLAND TAX ASSESSOR'S MAP AND LOT NUMBERS			
MAP	BLOCK	LOTS	OWNER
59	A	2, 5, 9	#1
59	A	1, 3, 7, 8, 11	#2

SITE DEVELOPMENT PLANS FOR CANAL LANDING NEW YARD PHASE 1 40 WEST COMMERCIAL STREET PORTLAND, MAINE PRELIMINARY SITE PLAN APPLICATION SUBMISSION TO CITY OF PORTLAND AUGUST, 2012



LOCATION MAP
N.T.S.

OWNER:
#1
PORTLAND GAS LIGHT CO.
c/o UNITIL
6 LIBERTY LANE WEST
HAMPTON, NH 03842
#2
PORTLAND TERMINAL COMPANY
c/o PAN AM RAILWAYS
IRON HORSE PARK
NORTH BILLERICA, MA 01862

APPLICANT:
NEW YARD, LLC
58 FORE STREET
PORTLAND, ME 04101
ATTN: PHINEAS SPRAGUE, JR

INDEX

- C-1.0 COVER SHEET
- C-1.1 GENERAL NOTES AND LEGEND
- C-1.2 SURVEY PLAN
- C-1.3 EXISTING CONDITIONS PLAN
- C-1.4 DEMOLITION AND REMOVALS PLAN
- C-2.0 SITE DEVELOPMENT MASTER PLAN
- C-2.1 SITE DEVELOPMENT PLAN - PHASE 1
- C-3.1 GRADING AND DRAINAGE PLAN - PHASE 1

UTILITIES

WATER
ATTN: RICO SPUGNARDI
PORTLAND WATER DISTRICT
22 DOUGLAS STREET
P.O. BOX 3533
PORTLAND, MAINE 04104
207.761.8310

SEWER
ATTN: DAVID-MARGOLIS-PINEO, P.E.
CITY OF PORTLAND
PUBLIC SERVICES ENGINEERING DEPT.
55 PORTLAND STREET
PORTLAND, MAINE 04102
207.874.8840

POWER
ATTN: JAMIE COUGH
CENTRAL MAINE POWER
182 CANCO ROAD
PORTLAND, MAINE 04103
207.791.1023

TELEPHONE
ATTN: SUE SERRETTE
FAIRPOINT COMMUNICATIONS
ONE DAVIS FARM ROAD
PORTLAND, MAINE 04103
207.797.1842

CABLE
ATTN:
TIME WARNER CABLE
118 JOHNSON ROAD
PORTLAND, MAINE 04102
877.546.0962

NATURAL GAS
ATTN: KELLY FOWLER
UNITIL / FORMERLY NORTHERN UTILITIES
1075 FOREST AVENUE
PORTLAND, MAINE 04103
207.797.8002 EXT. 6220

CALL BEFORE YOU DIG:
1.888.DIGSAFE (1.888.344.7233)
DIG SAFE MAINE

PERMITS / APPROVALS

LOCAL	GOVERNING BODY	STATUS
SITE PLAN, SHORELAND ZONING AND SUBDIVISION REVIEW	CITY OF PORTLAND PLANNING AUTHORITY CITY HALL 389 CONGRESS STREET PORTLAND, MAINE 04101 207.874.8722 CONTACT: BILL NEEDELMAN, AICP	-
BUILDING AND DEMOLITION PERMITS	CITY OF PORTLAND CODE ENFORCEMENT OFFICE CITY HALL 389 CONGRESS STREET PORTLAND, MAINE 04101 207.874.8703	TO BE FILED PRIOR TO CONSTRUCTION BY CONTRACTOR
STREET OPENING PERMIT	CITY OF PORTLAND PUBLIC SERVICES DIVISION 55 PORTLAND STREET PORTLAND, MAINE 04101 207.874.8801	TO BE FILED PRIOR TO CONSTRUCTION BY CONTRACTOR
PORTLAND HARBOR COMMISSIONER REVIEW	BOARD OF HARBOR COMMISSIONER 2 PORTLAND FISH PIER (SUITE 105) MARINE TRADE CENTER PORTLAND, MAINE 04101 207.772.8121 CONTACT: JEFF C. LICK	-
STATE	GOVERNING BODY	STATUS
SITE LOCATION OF DEVELOPMENT	CITY OF PORTLAND PLANNING AUTHORITY DELEGATED AUTHORITY CITY HALL, 389 CONGRESS STREET 207.874.8722 CONTACT: BILL NEEDELMAN, AICP	-
NATURAL RESOURCES PROTECTION ACT (NRPA) / MAINE CONSTRUCTION GENERAL PERMIT	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION 312 CANCO ROAD PORTLAND, MAINE 04103 207.822.6300 CONTACT: MARYBETH RICHARDSON	-
FEDERAL	GOVERNING BODY	STATUS
U.S. ARMY CORPS OF ENGINEERS SECTION 404 PERMIT	U.S. ARMY CORPS OF ENGINEERS RR2 BOX 1855 MANCHESTER, MAINE 04351 207.623.8367 CONTACT: JAY CLEMENT	-

CONSULTANT LIST

CIVIL ENGINEER:
DeLuca-Hoffman Associates, Inc
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207.775.1121
ATTN: STEPHEN BUSHEY, P.E.
www.delucahoffman.com

ARCHITECT:
TFH Architects
80 MIDDLE STREET
PORTLAND, ME 04101
207.775.8141
ATTN: RYAN SENATORE
www.tfharchitects.com

LANDSCAPE ARCHITECT:
Mohr and Seredin
18 PLEASANT STREET
PORTLAND, ME 04101
207.871.0003
ATTN: SHELLEY BRUNELLE, R.L.S.
www.mohrseredin.com

TRAFFIC ENGINEER:
Gorrill-Palmer Consulting Engineers, Inc
P.O. BOX 1237
GRAY, ME 04039
207.657.6910
ATTN: THOMAS GORRILL, P.E.
www.gorrillpalmer.com

SURVEYOR:
Owen Haskell, Inc
390 U.S. ROUTE 1, UNIT 10
FALMOUTH, ME 04105
207.774.0424
ATTN: JOHN SWAN, P.L.S.
www.owenhaskell.com

GEOTECHNICAL:
S.W. Cole Engineering, Inc
17 CHESNUT STREET, SUITE 1A
PORTLAND, ME 04101
207.773.6800
ATTN: TIM BOYCE, P.E.
www.swcole.com

ENVIRONMENTAL:
Credere Associates, LLC
222 ST. JOHN STREET, SUITE 314
PORTLAND, ME 04102
207.828.1272
ATTN: RIP PATTEN, P.E.
www.credereilc.com

STRUCTURAL:
Baker Design Consultants
11 STONY BROOK LANE
YARMOUTH, ME 04096
207.846.9724
ATTN: BARNEY BAKER, P.E.

ATTORNEY:
Murray, Plumb and Murray
P.O. BOX 9785
PORTLAND, ME 04104
207.773.5651
ATTN: PETER PLUMB
www.mpmlaw.com

I HEREBY ACKNOWLEDGE THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MAINE AND THAT I AM COMPETENT TO PREPARE THIS DOCUMENT.

ALL PERMITS ARE ANTICIPATED TO HAVE CONDITIONS ATTENDANT WITH THEIR APPROVAL. THE CONTRACTOR SHALL REVIEW ALL PERMITS AND THE CONDITIONS ATTENDANT WITH APPROVALS PRIOR TO THE START OF THE WORK. UNLESS OTHERWISE STIPULATED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR IS REQUIRED TO COMPLY AND FULFILL ALL CONDITIONS OF APPROVAL.

		PROJECT CANAL LANDING	DeLUCA-HOFFMAN ASSOCIATES, INC. 778 MAIN STREET, SUITE 8 SOUTH PORTLAND, ME 04106 207.775.1121 WWW.DELUCAHOFFMAN.COM
SHEET TITLE COVER SHEET		CLIENT NEW YARD LLC 58 FORE STREET PORTLAND, ME 04101	
REVISIONS 1 08.21.12 PRELIMINARY APPLICATION TO CITY OF PORTLAND	P.E. STEPHEN R. BUSHEY LIC. #7429	DRAWN: DED DATE: APR 2012 DESIGNED: RJW SCALE: N.T.S. CHECKED: SRB JOB NO.: 3091 FILE NAME: 3091-COV SHEET: C-1.0	

GENERAL NOTES

- 1. IN ADDITION TO THESE PLANS AND NOTES, THE CONTRACTOR SHALL REFER TO THE PROJECT MANUAL FOR CONSTRUCTION SPECIFICATIONS AND BIDDING PROCEDURES.
2. THIS PROJECT WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF ALL PERMITS ISSUED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE U.S. DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, LOCAL UTILITY COMPANIES AND THE CITY OF PORTLAND.
3. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE ENTRANCE, PAVING, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE POINTS. ENTRANCES IN MOST LOCATIONS REQUIRE STRUCTURAL SLABS. REFER TO THE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR INFORMATION ON THE STRUCTURAL SLAB ENTRANCES.
4. ALL REQUIRED AND NECESSARY INSPECTIONS AND OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSIONS AND THE FINAL SERVICE CONNECTIONS.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS, AT ITS SOLE COST.
6. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE APPLICANT AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER, THEIR REPRESENTATIVES, OR THE CITY, AT NO ADDITIONAL COST TO THE OWNER.
7. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
8. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE PROJECT SPECIFICATIONS, THE CITY OF PORTLAND AND SERVICING UTILITY REQUIREMENTS, IN CASES WHERE THESE CONFLICT THE MOST STRINGENT SHALL APPLY AT NO EXTRA COST TO THE OWNER.
9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS THROUGHOUT THE PROJECT AND PROVIDING THE OWNER WITH A SET OF ELECTRONIC FINAL RECORD DRAWINGS WHEN THE PROJECT IS COMPLETE.
10. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AND ALL ADJACENT PROPERTIES INCLUDING USA ENERGY SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN SAFE VEHICLE AND PEDESTRIAN ACCESS THROUGH OUT THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE PORTLAND PUBLIC SAFETY DIVISION ROUTINELY REGARDING TEMPORARY IMPACT OR CHANGES TO SITE ACCESS CONDITIONS.
11. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMANCE OF WORK IN ACCORDANCE WITH ALL AREMA SAFETY STANDARDS AND SHALL COOPERATE FULLY WITH REPRESENTATIVES OF PAN AM RAILWAYS, MDT, AND UNITIL AS MAY BE REQUIRED.

SITE LAYOUT NOTES

- 1. ALL HANDICAP PARKING SPACES ARE TO RECEIVE HANDICAP SIGNS AND PAVEMENT MARKINGS AS ILLUSTRATED ON THE DETAIL SHEETS (FUTURE PHASE).
2. BITUMINOUS CONCRETE CURB, SLIPFORM CONCRETE CURB AND GRANITE CURB SHALL MEET THE REQUIREMENTS OF MDT 702.001, 703.07 AND 609.04.
3. ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB OR THE FACE OF THE BUILDING.
4. EXCEPT WHERE INDICATED OTHERWISE, THE PAVEMENT IS TO BE STANDARD DUTY PAVEMENT.
5. ALL TRAFFIC CONTROL SIGNS INDICATED ON THE SITE LAYOUT PLAN ARE TO MEET ALL REQUIREMENTS & STANDARDS OF THE MAINE DEPARTMENT OF TRANSPORTATION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITIONS AND THE AMERICANS WITH DISABILITIES ACT REQUIREMENTS (FUTURE PHASE).

GRADING & DRAINAGE NOTES:

- 1. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF N = 0.012 OR LESS.
2. AN "AS-BUILT" CERTIFICATION AND PLANS OF THE STORMWATER DRAINAGE SYSTEM IS REQUIRED PRIOR TO THE OWNER ACCEPTING ANY BUILDINGS AND PROPERTY. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT ANY DEVIATION FROM THE PLANS MAY DELAY THE ACCEPTANCE OF THE PROJECT, WITH CONTRACTOR RESPONSIBLE FOR ANY ASSOCIATED COSTS.
3. A DETAILED O&M MANUAL FOR STORMWATER MANAGEMENT SYSTEMS IS (WILL BE) FILED WITH THE CITY OF PORTLAND DURING THE PERMIT REVIEW PROCESS. A SPECIFIC MANUAL HAS BEEN PREPARED FOR O&M OF THE DRAINAGE SYSTEM.
4. SEE EXISTING CONDITIONS FOR BENCHMARK INFORMATION.
5. SEE GRADING, DRAINAGE AND EROSION/SEDIMENT CONTROL FOR PROPOSED GRADING AND EROSION CONTROL MEASURES.
6. ALL DISTURBED AREAS NOT TO BE PAVED, SODDED OR OTHERWISE TREATED SHALL RECEIVE 6" LOAM, SEED, FERTILIZER AND MULCH.
7. COMPACTION REQUIREMENTS:

Table with 2 columns: LOCATION and MINIMUM COMPACTION%. Rows include SUBBASE AND BASE GRAVEL BELOW PAVED OR CONCRETE AREAS (95%), SUBGRADE FILL BELOW PAVED AREAS (90%), TRENCH BEDDING MATERIAL AND SAND BLANKET BACKFILL (95%), BELOW LOAM AND SEED AREAS (90%), STRUCTURAL FILL WITHIN PROPOSED BUILDING AREA (95%), SELECT FILL ADJACENT BUILDING FOUNDATIONS, EXTERIOR FOUNDATIONS (95%), AND WITHIN 8 INCHES OF THE SLAB-ON-GRADE.

- *ALL PERCENTAGES OF COMPACTION SHALL BE OF THE MAXIMUM DRY DENSITY AT THE OPTIMUM MOISTURE CONTENT AS DETERMINED AND CONTROLLED IN ACCORDANCE WITH ASTM-D-1557.
8. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.
9. CONTRACTOR SHALL PROVIDE A FINISH PAVEMENT SURFACE FREE OF LOW SPOTS AND PONDING AREAS. CRITICAL AREAS INCLUDE BUILDING ENTRANCE AND EXIT RAMP ADJACENT TO THE BUILDING AND ALONG NEW CURBED AREAS.
10. PROVIDE STABILIZATION OR SEPARATION GEOTEXTILE FABRIC OVER UNSTABLE SOILS AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND IN ACCORDANCE WITH THE FINAL GEOTECHNICAL RECOMMENDATIONS.
11. NATIVE SOILS RANGE FROM GRANULAR TO CLAYEY AND SILTY. CARE MUST BE EXERCISED TO LIMIT DISTURBANCE OF THE BEARING SOILS. THE NATIVE CLAYEY OR SILTY SOILS SHOULD NOT BE PROOF-ROLLED. SHOULD THE SUBGRADE BECOME YIELDING OR DIFFICULT TO WORK, DISTURBED AREAS SHOULD BE EXCAVATED AND BACKFILLED WITH COMPACTED SELECT FILL OR CRUSHED STONE AT NO EXTRA EXPENSE TO THE OWNER. ALL SUBGRADE PREPARATION IS SUBJECT TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER.

LOCAL APPROVALS, WAIVERS AND VARIANCES

THE CONSTRUCTION PLANS ARE TO BE SUBMITTED TO THE CITY OF PORTLAND FOR THEIR REVIEW, APPROVAL AND RECORDS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

UTILITY NOTES

- 1. ALL REQUIRED UTILITIES SERVING THE PROJECT SHALL BE COORDINATED AND CONSTRUCTED BY THE SITE CONTRACTOR TO WITHIN 5 FEET OF THE BUILDINGS, AT A LOCATION COORDINATED WITH THE MEP CONTRACTOR(S) AND THE BUILDING PLANS. SITE WORK WITHIN 5 FEET OF UNDERSLAB UTILITIES SHALL CONSIST OF TRENCHING AND BACKFILLING. ACTUAL UTILITY INSTALLATION SHALL BE BY THE MEP CONTRACTOR. ALL REQUIRED CONNECTION FEES SHALL BE PAID BY THE GENERAL CONTRACTOR.
2. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF AND/OR RELOCATION OF OVERHEAD AND UNDERGROUND TELEPHONE WITH FAIRPOINT COMMUNICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUITS, PULL WIRES, TRENCHING AND BACKFILLING NECESSARY TO COMPLETE THE WORK.
3. ALL SANITARY SEWER WORK SHALL MEET THE STANDARDS OF THE MAINE STATE PLUMBING CODE AND CITY OF PORTLAND PUBLIC SERVICES DIVISION.
4. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRIC SERVICE WITH CENTRAL MAINE POWER.
5. COORDINATE ALL OTHER UTILITY WORK WITH THE APPROPRIATE UTILITY COMPANY. ALL UTILITY WORK SHALL CONFORM TO THE STANDARDS OF THE UTILITY COMPANY AND PROJECT SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
6. THE LOCATIONS OF THE NEW UTILITY SERVICES AND CONNECTIONS SHALL BE COORDINATED WITH THE SERVING UTILITY COMPANY, PROJECT ARCHITECTS AND MEP DESIGNERS.
7. UNDERGROUND ELECTRICAL, CONDUIT MATERIAL AND INSTALLATION SHALL CONFORM TO UTILITY COMPANY STANDARDS AND PROJECT SPECIFICATIONS, WHICH EVER IS MORE STRINGENT.
8. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OR WORK TO FINISH GRADE.
9. ALL UNDERGROUND CONDUITS SHALL HAVE NYLON PULL ROPES TO FACILITATE PULLING CABLES.
10. THE CONTRACTOR SHALL OBTAIN, PAY FOR, AND COMPLY WITH ALL REQUIRED PERMITS, ARRANGE FOR ALL INSPECTIONS, AND SUBMIT COPIES OF ACCEPTANCE CERTIFICATES TO THE OWNER PRIOR TO COMPLETION OF THE PROJECT.
11. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL, AT NO EXTRA EXPENSE TO THE OWNER.
12. A 10 FOOT MINIMUM EDGE TO EDGE HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN ALL WATER AND SANITARY SEWER LINES. AN 18 INCH OUTSIDE TO OUTSIDE VERTICAL SEPARATION SHALL BE PROVIDED AT ALL WATER AND SANITARY SEWER CROSSINGS.
13. THE CONTRACTOR SHALL PHASE UTILITY CONSTRUCTION AND PROVIDE TEMPORARY SERVICES AS REQUIRED TO PROVIDE CONTINUOUS SERVICE TO THE JOB SITE. TEMPORARY SERVICES SHALL COMPLY WITH ALL FEDERAL, STATE, LOCAL AND UTILITY COMPANY STANDARDS. COORDINATE ALL TEMPORARY SERVICES WITH UTILITY COMPANY, OWNER AND AFFECTED BUSINESSES.

LANDSCAPE NOTES

(SUBJECT TO COORDINATION WITH LANDSCAPE DRAWINGS. IN CASE OF CONFLICT BETWEEN THIS SECTION AND THE LANDSCAPE DRAWINGS, THE LANDSCAPING DRAWINGS SHALL GOVERN)

- 1. ALL PLANTS SHALL BE NURSERY GROWN AND WORKMANSHIP SHALL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, STANDARDS AND SHALL BE SUBJECT TO THE APPROVAL OF THE OWNERS REPRESENTATIVE BEFORE AND AFTER PLANTING.
2. PLANTS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER INSPECTION AND ACCEPTANCE, AND SHALL HAVE AT LEAST 80% HEALTHY GROWTH AT THE END OF THE GUARANTEED PERIOD.
3. ALL DISTURBED AREAS NOT TO BE PAVED OR OTHERWISE TREATED SHALL RECEIVE 6" LOAM AND SEED.
4. THREE (3) INCH BARK MULCH IS TO BE USED AROUND THE TREE AND SHRUB PLANTING AS SPECIFIED IN THE DETAILS. WHERE BARK MULCH IS USED IN A CURBED ISLAND, THE BARK SHALL MEET THE TIP INSIDE EDGE OF THE CURB. ALL OTHER AREAS SHALL RECEIVE 6" LOAM AND SEED.
5. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING AS SHOWN.
6. PARKING AREA PLANTED ISLANDS TO HAVE A MINIMUM OF 6" TOPSOIL. REMOVE ALL CONSTRUCTION DEBRIS BEFORE TOPSOILING. TOPSOIL SHALL BE PLACED TO TOP OF CURB.
7. ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNER OR THE OWNERS REPRESENTATIVE PRIOR TO ARRIVAL ON THE SITE.
8. PLANT MATERIAL SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS TO THE ORIGINAL PLANTING GRADE PRIOR TO DIGGING.
9. THE CONTRACTOR SHALL LOCATE, VERIFY, AND MARK ALL EXISTING AND NEWLY INSTALLED UNDERGROUND UTILITIES PRIOR TO ANY LAWN WORK OR PLANTING. ANY CONFLICTS WHICH MIGHT OCCUR BETWEEN PLANTINGS AND UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE OWNER SO THAT ALTERNATE PLANTING LOCATIONS CAN BE DETERMINED.
10. NO SUBSTITUTION OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL PLANTING AND LAWNS AGAINST DAMAGE FROM ONGOING CONSTRUCTION. THIS PROTECTION SHALL BEGIN AT THE TIME THE PLANT IS INSTALLED AND CONTINUE UNTIL THE FORMAL ACCEPTANCE OF ALL THE PLANTINGS.
12. SEE PLANTING DETAILS FOR WEED BARRIER INFORMATION.
13. ALL PLANTING LOCATED AT THE ENTRANCE TO THE PROJECT OR AT INTERSECTIONS WITHIN THE SITE WILL BE MAINTAINED AND WILL NOT EXCEED 3 FEET IN HEIGHT WITHIN A TRIANGLE FORMED 25' INTO THE DRIVEWAY AND 25' ALONG THE TRAVEL WAY.

EROSION CONTROL NOTES:

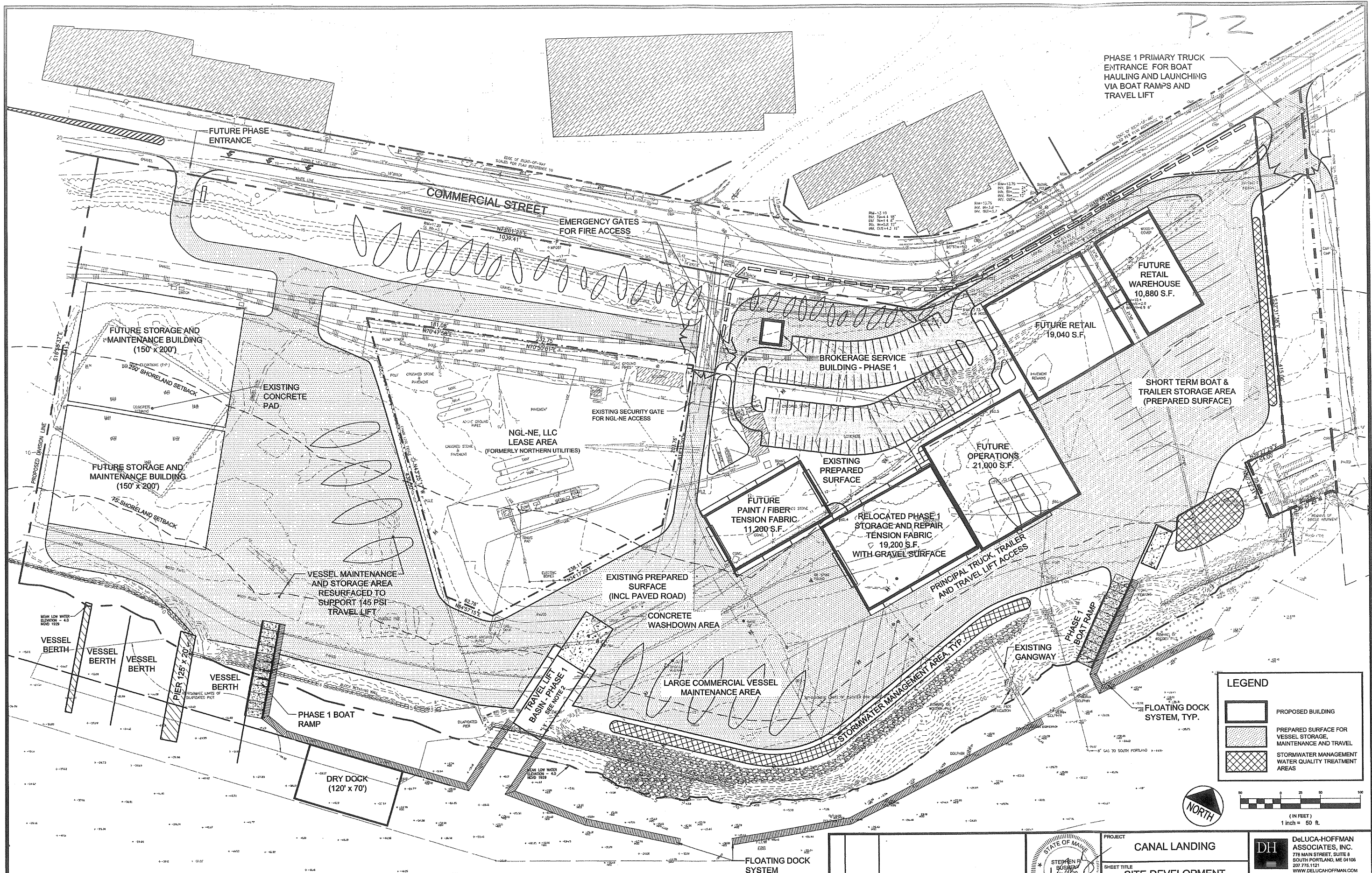
- 1. PRIOR TO BEGINNING ANY LAND DISTURBING ACTIVITIES, CLEARING AND GRADING LIMITS SHALL BE STAKED BY THE CONTRACTOR BASED ON THE LIMITS OF GRADING SHOWN ON THE DRAWINGS AND ACCEPTED BY THE OWNER'S REPRESENTATIVE IN THE FIELD. AFTER THE CLEARING AND GRADING LIMITS HAVE BEEN ACCEPTED, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES, SEDIMENT BARRIERS AND THE CONSTRUCTION ENTRANCES ASSOCIATED WITH THE PROJECT.
2. ALL GROUND AREAS GRADED FOR CONSTRUCTION SHALL BE GRADED, LOAMED, SEEDED AND MULCHED AS SOON AS POSSIBLE. TEMPORARY/PERMANENT SEED MIXTURES SHALL CONFORM TO THE SEEDING PLAN CONTAINED IN THE EROSION CONTROL PROJECT PREPARED FOR THIS PROJECT.
3. PRIOR TO PAVING, THE CONTRACTOR SHALL REMOVE SILT FROM ALL STORM LINES AND APPURTANCES.
4. ALL STORM DRAIN INLETS AND OUTLETS NOT IN PAVED AREAS ARE TO RECEIVE RIPRAP PROTECTION APRONS DURING CONSTRUCTION.
5. SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS NOTED IN THE EROSION CONTROL NOTES SHOWN ON THE EROSION CONTROL DETAIL SHEET.
6. THE CONTRACTOR SHALL REPAIR AND ADD STONE TO THE CONSTRUCTION ENTRANCE AS IT BECOMES SATURATED WITH MUD TO ENSURE THAT IT FUNCTIONS TO CAPTURE MUD FROM THE TIRES OF CONSTRUCTION VEHICLES DURING CONSTRUCTION. THE PURPOSE OF THE CONSTRUCTION ENTRANCE IS TO KEEP ADJACENT STREETS CLEAR OF DIRT AND MUD. SWEEPING OF THE ROADWAYS SHALL BE PERFORMED BY THE CONTRACTOR ON AN AS NEEDED BASIS, BUT AT A MINIMUM ONCE A WEEK.
7. SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO TOPSOIL FOR USE IN LANDSCAPING OPERATIONS.
8. LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE WHICH CAUSE THE LEAST PRACTICAL UNPROTECTED DENUDE AREAS ON THE SITE DURING CONSTRUCTION.
9. THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS MAY RESULT IN MONETARY PENALTIES AS ENFORCED BY THE MEDEP OR LOCAL AGENCIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER OR PERMITTEE.
10. A FULL EROSION/SEDIMENTATION CONTROL PLAN ACCOMPANIES THIS DRAWING SET AND IS ALSO CONTAINED IN THE DIV 312513 SPECIFICATIONS.
11. PROVIDE INLET PROTECTION BARRIERS AROUND ALL EXISTING AND PROPOSED STORM DRAINAGE INLETS AS SHOWN AND MAINTAIN FOR THE DURATION OF THE PROJECT UNTIL PAVEMENT HAS BEEN INSTALLED.
12. INSPECT EROSION AND SEDIMENT CONTROL DEVICES AFTER EACH RAIN STORM OF 0.25 INCHES OR GREATER. REPAIR/MODIFY PROTECTION AS NECESSARY TO MAXIMIZE FILTER EFFICIENCY. REPLACE ALL FILTERS WHEN SEDIMENT IS 1/3 OF THE STRUCTURE HEIGHT.
13. INSTALL CURLEX EROSION CONTROL MAT OR EQUAL ON ALL SLOPES STEEPER THAN 3:1.
14. THE CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES, CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003".

PROPOSED legend section containing symbols and descriptions for: BARRIER FREE SYMBOL, SIGN, SIGN LABEL, GUIDERAIL - METAL, GUIDERAIL - TIMBER, FENCE - CHAINLINK, FENCE - WOOD, BUILDING / BUILDING ACCESS, RETAINING WALL, PEDESTRIAN CROSSWALK, TRAFFIC ARROWS, BOLLARD, VERTICAL GRANITE CURB, SLOPED GRANITE CURB, CATCH BASIN, CONTOUR LABEL, DRAIN MANHOLE, RIPRAP INLET APRON, RIPRAP OUTLET APRON, SLOPE DESIGNATION (2:1), SPOT GRADE, SPOT GRADE AT CURB (TC = TOP / BC = BOTTOM), WATER MARK, UNDERDRAIN, STORM DRAIN, TREE LINE OR LIMIT OF CLEARING, CURB STOP, HYDRANT, LIGHT POLE WITH FIXTURE(S), JERSEY BARRIER, SANITARY SEWER MANHOLE, TEST PIT, TRANSFORMER PAD, UTILITY POLE, VALVE, SANITARY SEWER, WATER MAIN, GAS MAIN, UNDERGROUND ELECTRIC, OVERHEAD ELECTRIC.




Project information block including: PROJECT CANAL LANDING, SHEET TITLE GENERAL NOTES AND LEGEND, CLIENT NEW YARD LLC, 58 FORE STREET, PORTLAND, ME 04101, and drawing details: DRAWN: DED, DESIGNED: RJW, CHECKED: SRB, FILE NAME: 3091-GENERAL NOTES, SHEET C-1.1.

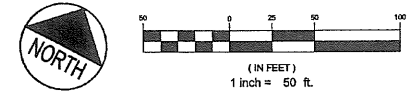
P.2

PHASE 1 PRIMARY TRUCK ENTRANCE FOR BOAT HAULING AND LAUNCHING VIA BOAT RAMPS AND TRAVEL LIFT



LEGEND

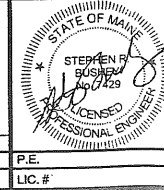
-  PROPOSED BUILDING
-  PREPARED SURFACE FOR VESSEL STORAGE, MAINTENANCE AND TRAVEL
-  STORMWATER MANAGEMENT WATER QUALITY TREATMENT AREAS



NOTES:

- ALL SURFACES IN THE PROJECT MUST BE GRADED AND PREPARED FOR THE MOVEMENT OF HEAVY TRUCKS, THE TRAVEL LIFT AND VESSELS.
- TRAVEL LIFT REQUIRES MOTION THROUGHOUT YARD ON PREPARED SURFACE.

REV	DATE	DESCRIPTION	REVISIONS
1	08.21.12	RELEASED FOR CLIENT REVIEW	



PROJECT
CANAL LANDING

SHEET TITLE
SITE DEVELOPMENT MASTER PLAN

CLIENT
NEW YARD LLC
58 FORE STREET
PORTLAND, ME 04101

DH DeLUCA-HOFFMAN ASSOCIATES, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207.776.1121
WWW.DELUCAHOFFMAN.COM

DRAWN: CMW **DATE:** APR 2012
DESIGNED: RJW **SCALE:** 1" = 50'
CHECKED: SRB **JOB NO.:** 3091
FILE NAME: 3091-MASTER PLAN
SHEET C-2.0

PHASE 1 TO INCLUDE:

- PREPARE ENTIRE SITE FOR CONSTRUCTION INCLUDING CLEARING OF EXISTING VEGETATION.
- CONSTRUCTION OF 19,200 SF CLEARSPAN BUILDING.
- CONSTRUCTION OF 896 SF BROKERAGE SERVICE BUILDING.
- PLACEMENT OF JERSEY BARRIERS / FENCE ALONG PORTION OF COMMERCIAL STREET.
- CREATION OF COMBINED ACCESS DRIVE FROM COMMERCIAL STREET WITH GATES BENEFITTING MDOT AND CANAL LANDING.
- CONSTRUCTION OF 169,390 SF OF GRAVEL / STONE BOAT STORAGE / TRAVEL AREAS.
- CONSTRUCTION OF STORMWATER MANAGEMENT WATER QUALITY AREAS TO SERVE PHASE 1 DEVELOPMENT.
- CONSTRUCTION OF BOAT RAMPS AND TRAVEL LIFT BASIN.
- EXTENSION OF UTILITIES TO SERVICE THE PROPOSED BUILDING (LOCATION AND SIZING TO BE INCLUDED IN FUTURE SUBMISSIONS TO THE CITY)
- COORDINATION WITH GAS COMPANY INFRASTRUCTURE DEMOLITION, REMOVAL AND OR RELOCATION

ZONING INFORMATION

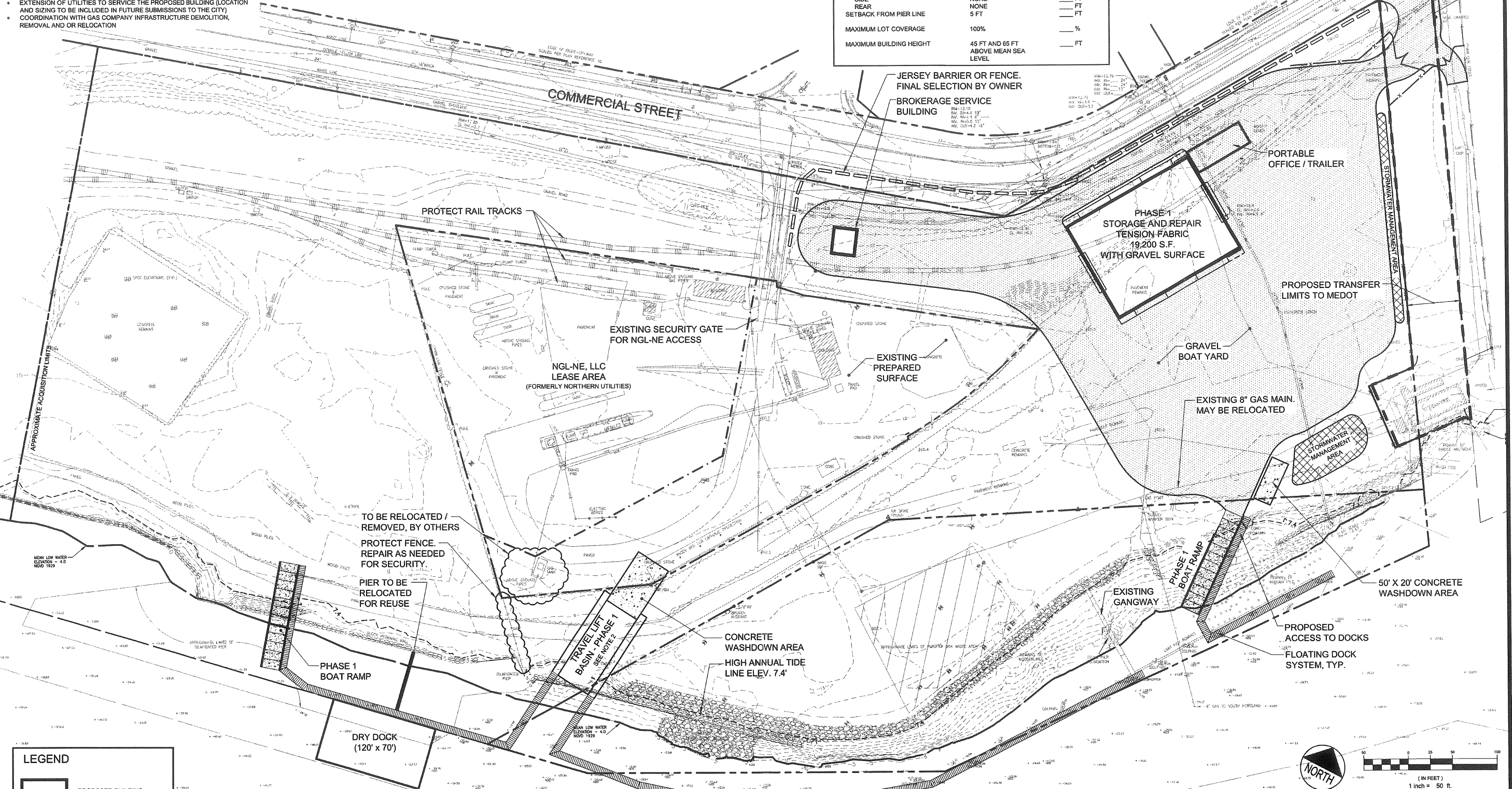
ZONE: WATERFRONT PORT DEVELOPMENT ZONE (WPDZ)

PERMITTED USES: MARINE REPAIR SERVICES / BOAT REPAIR YARD

	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	— AC
MINIMUM LOT FRONTAGE	NONE	— FT
MINIMUM YARD DIMENSIONS		
FRONT	NONE	— FT
SIDE	NONE	— FT
REAR	NONE	— FT
SETBACK FROM PIER LINE	5 FT	— FT
MAXIMUM LOT COVERAGE	100%	— %
MAXIMUM BUILDING HEIGHT	45 FT AND 65 FT ABOVE MEAN SEA LEVEL	— FT

P.3

PHASE 1 PRIMARY TRUCK ENTRANCE FOR BOAT HAULING AND LAUNCHING VIA BOAT RAMPS AND TRAVEL LIFT



LEGEND

- PROPOSED BUILDING
- PREPARED SURFACE FOR VESSEL STORAGE, MAINTENANCE AND TRAVEL
- STORMWATER MANAGEMENT WATER QUALITY TREATMENT AREAS

REVISIONS

REV	DATE	DESCRIPTION
1	08.10.12	SUBMITTED TO CLIENT FOR REVIEW

STATE OF MAINE
STEPHEN D. BUSH
LICENSED PROFESSIONAL ENGINEER
P.E.
LIC. #

PROJECT
CANAL LANDING

SHEET TITLE
SITE DEVELOPMENT PLAN
PHASE 1

CLIENT
NEW YARD LLC
58 FORE STREET
PORTLAND, ME 04101

DH DeLUCA-HOFFMAN ASSOCIATES, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207.775.1211
WWW.DELUCAHOFFMAN.COM

DRAWN: CMW DATE: APR 2012
DESIGNED: RJW SCALE: 1" = 50'
CHECKED: SRB JOB NO.: 3091
FILE NAME: 3091-SITE LAYOUT
SHEET C-2.1

NORTH

0 25 50 100
(IN FEET)
1 inch = 50 ft.

