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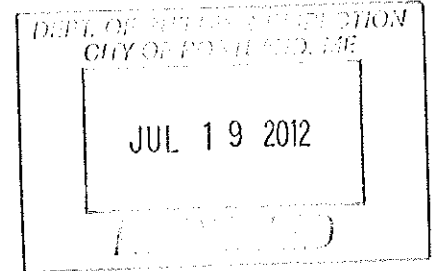
**Planning & Urban Development Department**  
Jeff A. Levine, AICP, Director

**Planning Division**  
Alexander Jaegerman, Director

July 17<sup>th</sup>, 2012

Professor Frank Monsour  
32 Thomas Street LLC  
c/o Majella Global Technology  
477 Congress Street, Suite 601  
Portland, ME 04101

Matthew Winch  
Garrison Consulting  
41 Edgewood Avenue  
Portland, ME 04103



**RE: Application for Conditional Rezoning**  
**26-32 Thomas Street, Portland**  
**APP. NO: # 2012-414**  
**CBL: 62-E-5**

Dear Professor Monsour:

On May 29<sup>th</sup>, 2012 the Portland Planning Board voted 5-2 (Lewis and Silk opposed) to recommend the Conditional Zone Agreement and the associated map amendment to the City Council for its approval.

On June 18<sup>th</sup>, 2012 the City Council considered Order 214-11/12, Amendment to City Code §14-49 (Zoning Text and Map Amendment) Re: Conditional Zoning Agreement Williston-West Church. The City Council voted to pass the amendments with a vote of 6-3 (Coyno, Anton and Leeman opposed) subject to amendments.

The agreement must be signed and recorded at the Cumberland County Registry of Deeds within sixty (60) days after the effective date of the City Council's approval of the Order (as per provision 1 of the Conditional Rezoning Agreement). Please send the Planning Division a copy of the recorded agreement.

A certified copy of the agreement, in Order No 214-11/12 as passed, is available from the City Clerk's Office; Exhibits A and B (as approved and attached to this letter) should be appended to it, and the blanks filled in, prior to final signature and recording.

If there are any questions, please contact Jean Fraser, Planner, at 874-8728 or at [jf@portlandmaine.gov](mailto:jf@portlandmaine.gov).

Sincerely,

Alexander Jaegerman  
Planning Division Director

Attachments: Exhibits to Order 214-11/12

cc. Electronic circulation:

Jeff A Levine, Director of Planning and Urban Development  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Jean Fraser, Planner  
Philip DiPierro, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Tammy Munson, Inspections Division Director  
Danielle West-Chuhta, Associate Corporation Counsel

Michael Bobinsky, Public Services Director  
Katherine Barley, Public Services  
Bill Clark, Public Services  
David Margolis-Pinco, Deputy City Engineer  
Assessor's Office  
Approval Letter File  
Mary Costigan, Bernstein Shur

## Marge Schmuckal - Zoning Map Update

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**From:** Jean Fraser  
**To:** Wordell, Charles  
**Date:** 7/25/2012 1:20 PM  
**Subject:** Zoning Map Update  
**CC:** Barhydt, Barbara; Schmuckal, Marge; West-Chuhta, Danielle  
**Attachments:** 32 Thomas St CZA Map.jpg; Order 214 as passed 6.18.2012.doc

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Charles

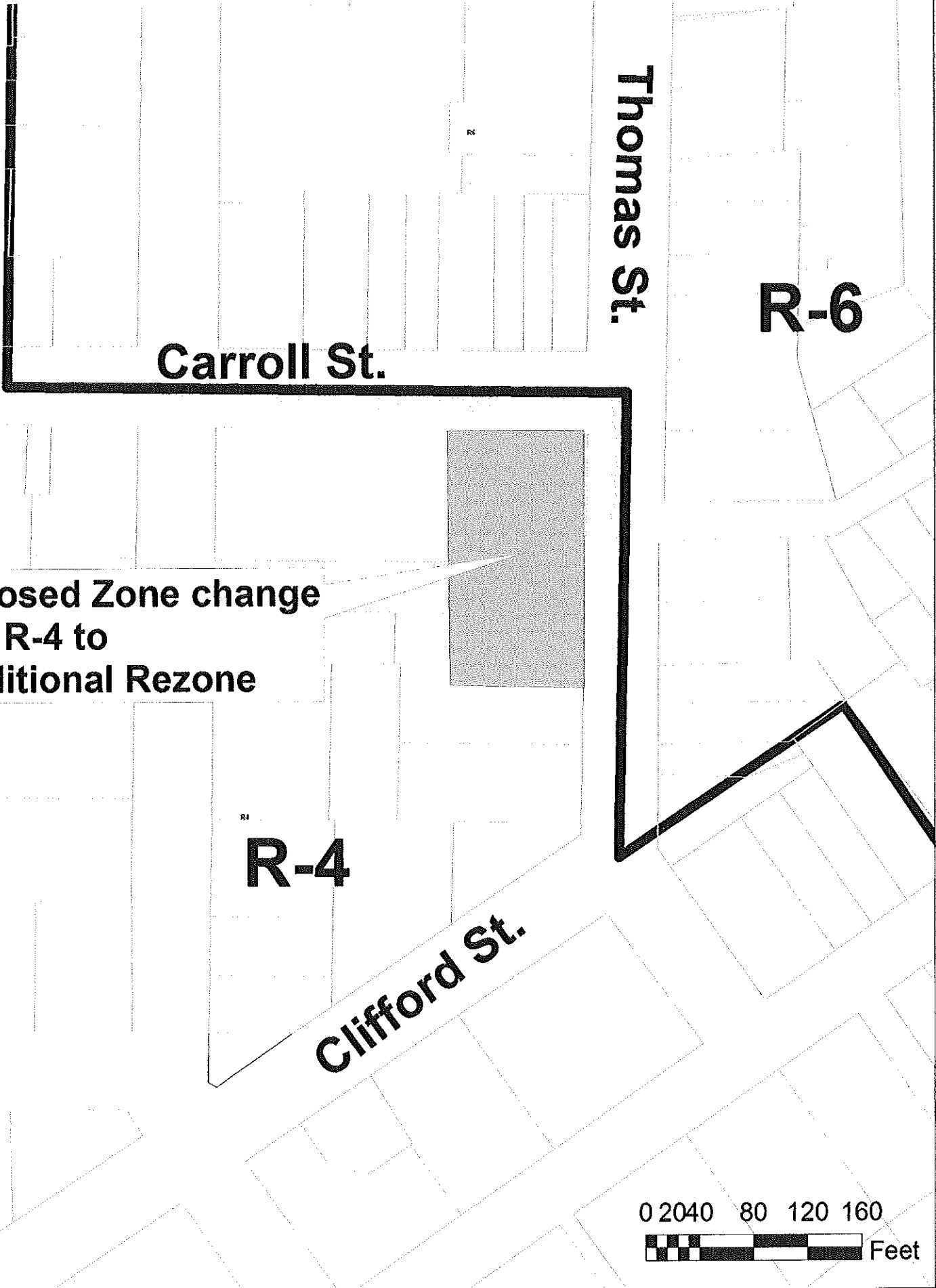
Could you please arrange for the Zoning Map / GIS Layer to be updated to include the recently approved **Conditional R4 Zone (Williston-West Church)** with a date of **6.18.2012**.

I attach a map showing the location of the Conditional R4 Zone and the associated order as passed by the City Council.

Please contact me if any questions on this.

Thank you  
Jean

*Jean Fraser, Planner Ext 8728*



**Proposed Zone change  
from R-4 to  
Conditional Rezone**

# Conditional Rezoning from R-4

22 Thomas Street

Order 214-11/12

Given first reading on 6/4/12

Passage as amended: 6-3 (Coyne, Anton, Leeman) 6-18-12

MICHAEL F. BRENNAN (MAYOR)  
KEVIN J. DONOGHUE (1)  
DAVID A. MARSHALL (2)  
EDWARD J. SUSLOVIC (3)  
CHERYL A. LEE MAN (4)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

JOHN R. COYNE (5)  
JOHN M. ANTON (A/L)  
JILL C. DUSON (A/L)  
NICHOLAS M. MAVODONES (A/L)

**AMENDMENT TO CITY CODE**  
**SEC. 14-49 (ZONING TEXT AND MAP AMENDMENT)**  
**RE: Conditional Zoning Agreement**  
**Williston-West Church**

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

**CONDITIONAL ZONE AGREEMENT**

**RE:**  
**WILLISTON-WEST CHURCH**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012 by 32 Thomas Street, LLC, 477 Congress St., Suite 601, Portland, Maine ("Developer"), and its successors and assigns.

**W I T N E S S E T H**

WHEREAS, the Developer owns real property located at 32 Thomas Street, consisting of the parcel shown on the City's Tax Map 62, Block E, Lot 5, being more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 29217, Page 171 (collectively the "Property"); and

WHEREAS, the existing building complex located on the Property was formerly used as the Williston-West Church; and

WHEREAS, the Property, located within the West End Historic District, is currently zoned R-4 Residential; and

WHEREAS, the properties on the opposite sides of Thomas and Carroll Streets, directly across from the Property, are zoned R-6 Residential; and

WHEREAS, the building complex located on the Property is comprised of two principal portions, the sanctuary and the parish house; and

WHEREAS, the building complex is listed in the National Register of Historic Places, the sanctuary is a designated local landmark as defined by Article IX of the

Portland City Code and the parish house is a contributing structure within the West End Historic District under Article IX; and

WHEREAS, the sanctuary and the parish hall are important, unique, large-scale, non-residential historic structures that were designed by noted architects Francis Fassett and John Calvin Stevens respectively; and

WHEREAS, the building complex significantly contributes to the architectural fabric of the neighborhood and distinctive sense of place that defines Portland and therefore requires special consideration with regard to its rehabilitation and preservation; and

WHEREAS, the standards of review for alterations of historic structures set forth in Portland City Land Use Code (the "Code") §14-650 include the following: (a) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration to the character-defining features of the structure, object or site and its environment or to use a property for its originally intended purpose; and (b) The distinguishing original qualities or character of a structure, object or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

WHEREAS, the building complex located on the Property is falling into a state of disrepair; and

WHEREAS, historically appropriate and neighborhood compatible adaptive re-use of historic religious structures is often challenging, and reasonable use flexibility may enable economically viable rehabilitation and productive use of such buildings for their long term preservation; and

WHEREAS, the City's comprehensive plan includes the following stated goals: to preserve Portland's architectural and historic heritage; to promote an economic climate which increases job opportunities and overall economic well-being; and to preserve and enhance the quality and vitality of neighborhoods within and adjacent to the Downtown; and

WHEREAS, offices in residential zones, particularly in the R-4 zone, have been limited and any allowance of an office use in the R-4 zone should only be considered for large, unique, and historically significant structures which have not previously been in residential use, and must be carefully considered and controlled to achieve an appropriate balance between policies supporting neighborhood preservation and policies supporting economic development and preservation of the City's architectural and historic heritage; and

WHEREAS, the Developer proposes and intends to rehabilitate the parish house to provide for a family residence on the second and third floors, and a caretaker residence and office space on the first floor, as illustrated in Exhibit A attached hereto; and

WHEREAS, the Developer proposes and intends to rehabilitate, preserve and maintain the sanctuary and to use the building as a community hall for limited community uses; and

WHEREAS, the Developer intends to maintain the historic character of the structures and Property and will commit to a rehabilitation schedule of improvements to the building complex to address immediate needs to ensure the soundness and integrity of the building envelope and structural elements, and intends to perform additional improvements to the building complex to prolong its useful life and preserve the historic character, all with the goal of extending the useful life of the building complex for a time period approaching fifty (50) years or longer; and

WHEREAS, the existing zoning is R-4 which has dimensional requirements that the existing building complex does not meet, but is lawfully nonconforming; and

WHEREAS, the proposed use of the building complex by the owner/Developer includes an office component that is a necessary economic value and program element for the feasibility of the productive use of the building complex and the associated rehabilitation investments; and

WHEREAS, the Developer has requested a rezoning of the Property in order to permit the proposed development of the Property which will facilitate funding the comprehensive rehabilitation and long-term maintenance of the historic structures; and

WHEREAS, the proposed uses of the Property are consistent with the existing and permitted uses in the neighborhood, which include a mix of residential, commercial and institutional uses; and

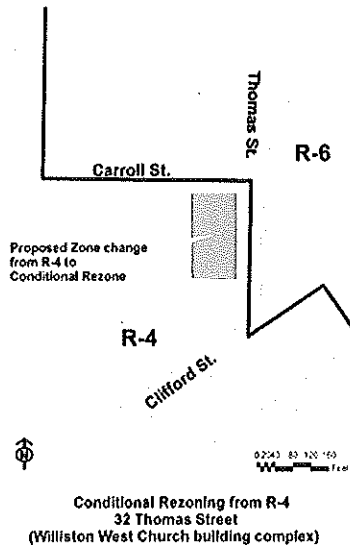
WHEREAS, the Planning Board, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions contained in this AGREEMENT; and

WHEREAS, the Portland City Council, pursuant to 30-A M.R.S.A. § 4352(8) and §§ 14-60 to 14-62 of the Code, after notice, hearing and due deliberation thereon, has determined that because of the unusual nature and unique location of the proposed development, and its minimal impact on and compatibility with the surrounding community, it is necessary and appropriate to recommend the rezoning of the Property as aforesaid, with the following conditions and restrictions set forth in this AGREEMENT; and

WHEREAS, the Portland City Council has on \_\_\_\_\_, 2012 approved this Agreement in its entirety, by City Council Order No. \_\_\_\_\_, a true copy of which is attached hereto as Attachment 1 (the "Order");

NOW, THEREFORE, in consideration of the rezoning, the Developer covenants and agrees as follows:

1. Pursuant to the Order, the City shall amend the Zoning Map of the City of Portland, dated September, 2000 (as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Code) by adopting the map change amendment shown below to zone the property conditional R-4, subject to the conditions contained below.



If this Agreement is not recorded within sixty (60) days after the effective date of the City Council's approval of the Order, then the conditional rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-4 zone.

2. Permitted uses:

- a. All uses allowed in the R-4 zone.
- b. Professional offices, including computer software programming and marketing, and excluding personal services, retail services and veterinarians, subject to the following limitations:
  - (1) Professional offices shall be located on the first floor of the parish house and shall occupy no more than 2,800 square feet of floor area.
  - (2) The total number of individuals working in the professional offices shall not exceed fourteen (14) non-resident employees regularly scheduled to occupy the premises at any one time.

- (3) The business utilizing the office space shall be a single tenant office user owned by or affiliated with the owner of the building complex.
- (4) The office use shall not generate frequent daily visitation by clients, customers, or the general public.
- (5) The owner or operator of the business shall secure and provide to its employees one (1) off street parking space for each employee who commutes to the office by his or her automobile.

3. Use of the sanctuary as a community hall shall be reviewed as a conditional use by the Planning Board, which may place limitations on the use of the sanctuary as a community hall, in addition to the requirements for community halls set forth in section 14-103(b)(2)(e). Said limitations may include, but are not limited to the following:

- a. Occupancy load;
- b. Hours and days of operation;
- c. Record keeping and reporting;
- d. Number of organizations that may be entitled to regular use of the community hall at any one time;
- e. Noise level as the property line; and
- f. Service of alcohol.

4. The underlying dimensional requirements of the R-4 zone shall apply and are modified as follows:

- a. Minimum Lot Size for place of assembly and professional office uses combined: 17,500 square feet.
- b. Minimum Yard Dimensions:
  1. Front yard: 3 feet.
  2. Rear Yard: 3 feet.
  3. Side Yard: 4 feet
  4. Side Yard on Side Streets: 8 feet.
- c. Maximum Lot Coverage: 90%.
- d. Maximum Structure Height (Sanctuary): 37 feet.
- e. Maximum Structure Height (Parish House): 46 feet.
- f. Maximum Structure Height (Bell Tower): 70 feet.
- g. Maximum Floor Area for Places of Assembly: 6,000 sq. ft.



h. Residential dwellings within the existing structures shall be governed by the provisions of Section 14-103(a)(2) of the underlying R-4 zone. Density calculations for residential use shall be based on the lot size of the parcel without land area deductions for other non-residential uses on the site.

5. Any increase in the volume or footprint of either the parish house or the sanctuary shall be prohibited.

6. Subject to receiving all necessary regulatory approvals, the Developer shall rehabilitate the Property in accordance with the Rehabilitation Schedule and related elevation drawings A-1 through A-8, attached hereto as Exhibit B, in keeping with the standards of Article IX, Historic Preservation, of the Portland City Code and as shall be reviewed and approved by the Historic Preservation Board or staff under the terms of this Article: Rehabilitation shall commence within six (6) months of [date of enactment] and shall be completed within twenty-four (24) months of [date of enactment]. Any rehabilitation improvements required by this AGREEMENT not completed before the issuance of the certificate of occupancy for the office use shall be secured by a performance guarantee in the form of an escrow account, letter of credit, or equivalent surety approved by the Corporation Counsel of the City of Portland, in an amount equal to the estimated cost of completion of such improvements. Such performance guarantee shall be reduced by the City upon completion of improvement phases, but shall not be reduced to less than the estimated cost of any incomplete required improvements. In the event that the owner/developer fails to execute the required improvements by the time specified herein, unless granted an extension in writing from the Planning Authority of the time to complete for good cause and not to exceed an additional twelve (12) months, then the City of Portland or its designee shall have the right to utilize the proceeds of the performance guarantee to hire a competent contractor to complete such improvements. In such event, the Planning Authority shall have the right to review and approve the work scope consistency with the required improvements of Exhibit B, the specifications and methods of such work items, and contractor qualifications.

7. If any required approval, including the City Council's approval of this AGREEMENT, has been appealed or becomes the subject of litigation, then the required performance time frames contained in this AGREEMENT shall be measured from the final disposition of any such appeal or litigation. Failure, however, to commence the rehabilitation improvements or post the performance guarantee within the timeframes stipulated in this paragraph and/or paragraph 13 shall result in the reversion of the subject property to the underlying R-4 zone and this AGREEMENT shall be null and void.

8. The provisions of this AGREEMENT are intended to replace and/or supersede the associated provisions of the underlying R-4 zone. As stated above, to the extent not otherwise altered herein, the zoning requirements for the R-4 zone shall otherwise apply to the Property.

9. For a period of five (5) years from [date of enactment], Developer shall submit an annual report to the Planning Authority which shall include the number of employees working at the premises, the location and number of secured off street parking spaces, and other items pertaining to compliance with provisions of this AGREEMENT as required by the Planning Authority. Thereafter, to the extent the Planning Authority requires additional information/report(s) the Developer shall provide the Authority with any such additional information/report(s).

10. The Developer shall replace and/or repair the sidewalk and all other public property surrounding the entire Property if said sidewalk or other public property is damaged as a result of construction on the Property including, but not limited to, construction of the residential and office uses described in this AGREEMENT.

11. Under no circumstances shall the Developer be permitted to convert any residential property in the R-4 zone to an institutional use.

1240. In the event of a breach by the Developer or its successors or assigns of the provisions contained herein (whether the Zoning Administrator, the Zoning Board of Appeals or a Court determines such breach), the Planning Board, after notice and hearing, may review the circumstances of the breach and recommend to the City Council that this AGREEMENT be amended or be rescinded and determine that such rescission should result in the termination of this AGREEMENT and a reversion of the Property to the R-4 zone requirements in place before the execution of this AGREEMENT.

1344. This AGREEMENT may also be enforced pursuant to the land use enforcement provisions of state law including, but not limited to, 30-A MRSA § 4452 and the Portland City Code.

1442. The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Developer, any entity affiliated with the Developer that takes title to the Property, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the City of Portland, by and through its duly authorized representatives. The Developer shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

1543. The Planning Authority shall be notified of any potential and/or pending sale of the Property (which most likely will be evidenced by a Purchase & Sales Agreement or its equivalent), and prior to closing the sale of the Property shall meet with the buyer and verify that he/she/it has read, understood and agrees to be bound by the terms, conditions, limitations and provisions of this AGREEMENT, and said buyer shall so state in a signed affidavit to be kept on file with the Planning Authority.

1644. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent

provision and such determination shall not affect the validity of the remaining portions hereof.

1745. Except as expressly modified herein, the development shall be governed by and comply with the provisions of the Portland City Code, including but not limited to, the maintenance requirements for historic structures set forth in section 14-690 of the Code, and any applicable amendments thereto or replacement thereof.

**[Signatures to Follow on Next Page]**

WITNESS: \_\_\_\_\_

32 THOMAS STREET, LLC

\_\_\_\_\_  
BY:

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2012

Personally appeared before me the above-named \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of 32 THOMAS STREET, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

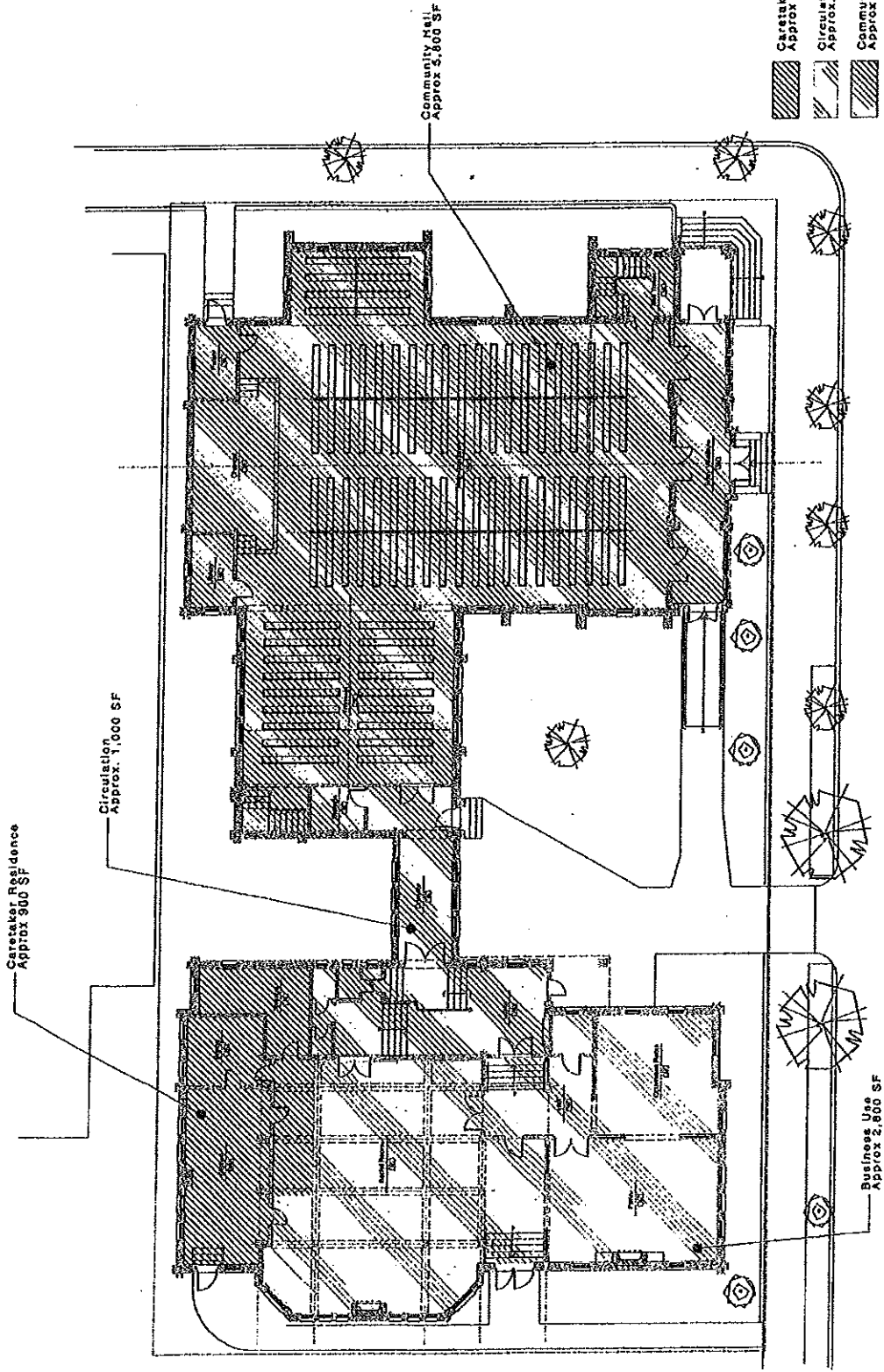
\_\_\_\_\_  
Notary Public/Attorney at Law

**EXHIBIT A**  
**FLOOR PLANS**

DEPT. OF PUBLIC PROTECTION  
CITY OF PORTLAND, ME

JUL 19 2012

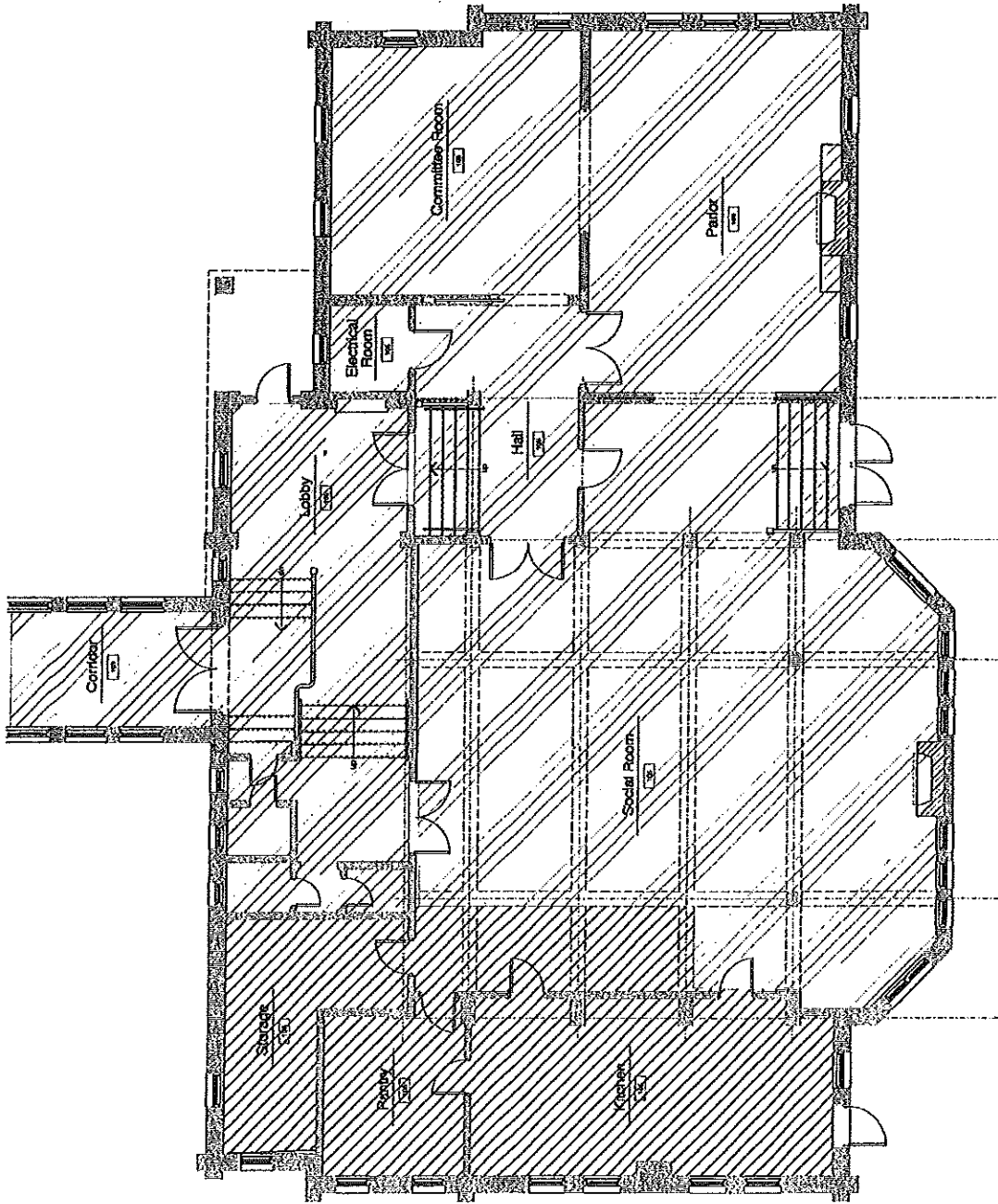
RECEIVED



**GARRISON**  
ARCHITECTS  
10000 Hennepin Avenue, Suite 200  
Minneapolis, MN 55426  
Phone: 763-551-1100  
Fax: 763-551-1101  
www.garrisonarchitects.com

Williston West  
32 Thomas Street, LLC  
Parkville, Missouri

DATE: February 14, 2012  
SCALE: 1/8" = 1'-0"  
PROJECT: 2011-018  
DRAWING: Ground Floor  
PLAT: A101



Caretaker Residence  
 Approx. 800 SF

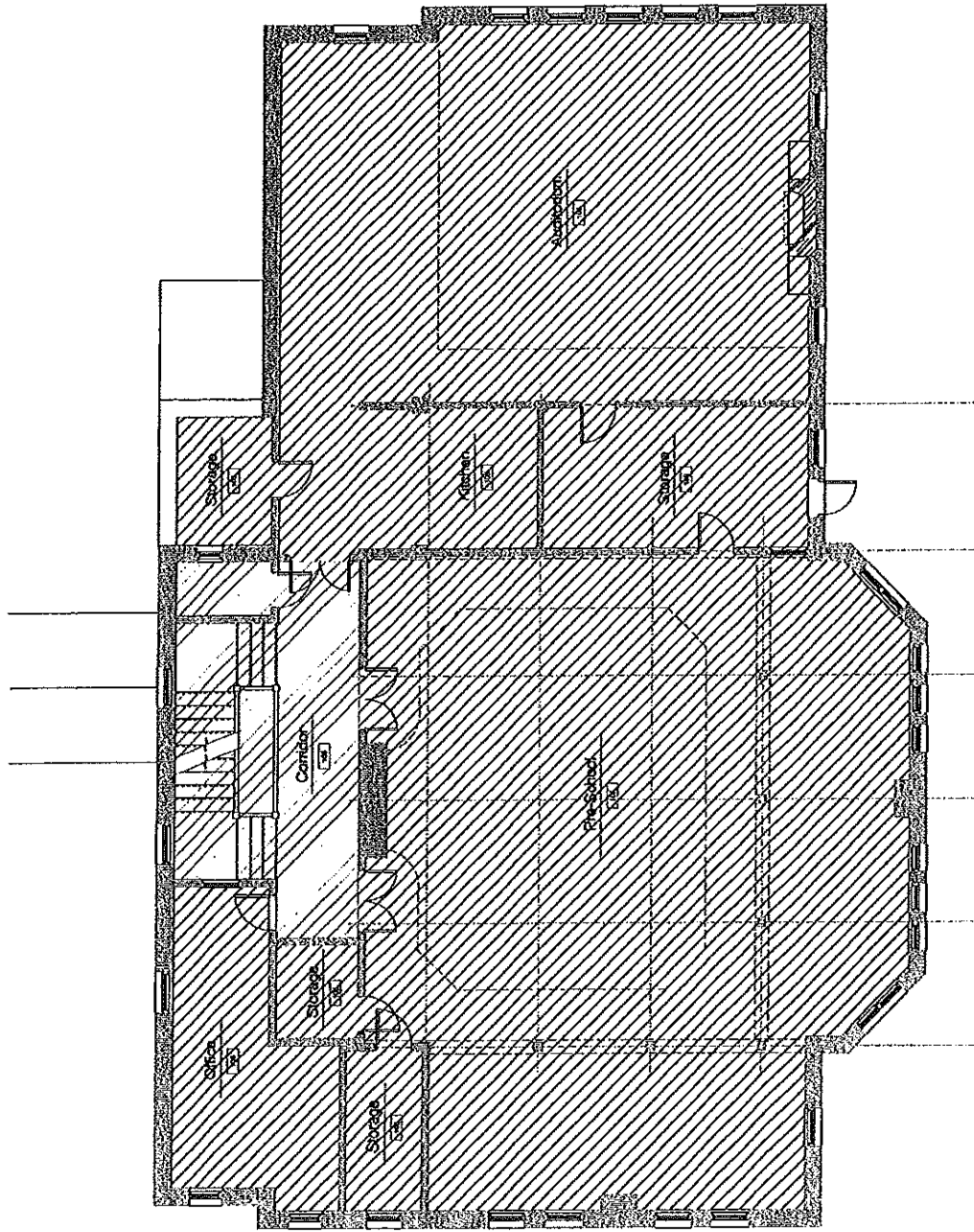
Circulation  
 Approx. 600 SF

Business Use  
 Approx. 2,600 SF

**GARRISON**  
 ARCHITECTS  
 4400 West 10th Street  
 Suite 100  
 Minneapolis, MN 55427

Williston West  
 32 Thomas Street LLC  
 Apartment # 101

Date: February 19, 2012  
 Scale: 1/4" = 1'-0"  
 Project: Parish House Ground Floor Plan  
 Drawing No: A102



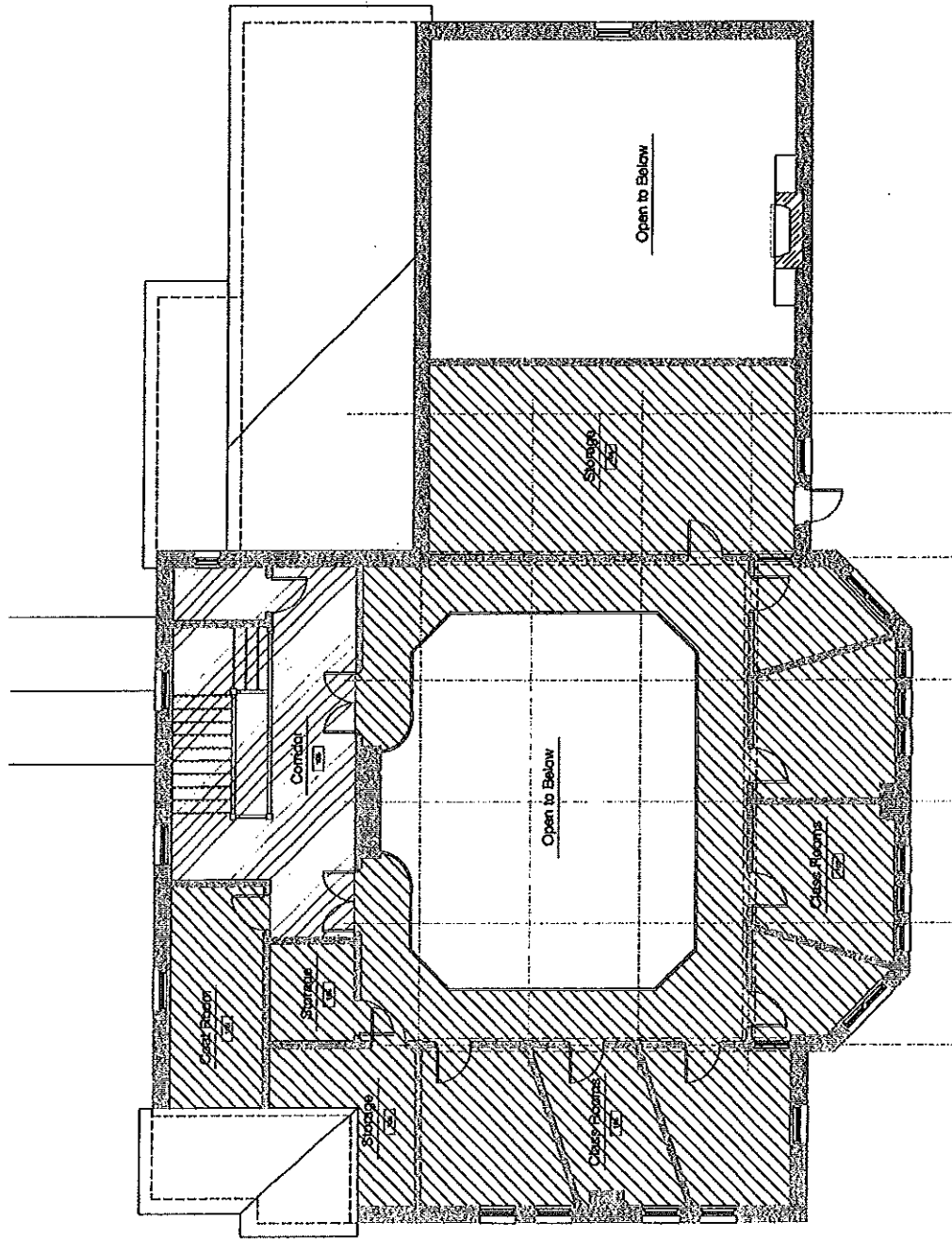
Primary Residence  
 Approx. 3,800 SF

Circulation,  
 Approx. 400 SF  
 Business Use  
 Approx. 0 SF

**GARRISON**  
 ARCHITECTS  
 44 Edgewood Ave.  
 Portland, ME 04103  
 Phone: 603.737.0210  
 Fax: 603.737.0211

Williston West  
 62 Thomas Street LLC  
 22 Thomas Street  
 Portland, ME

Date: February 18, 2012  
 Scale: 1/4" = 1'-0"  
 Project #: 2011-018  
 Building Name: Parish House Second Floor Plan  
 Drawing No.: Floor Plan A105



Primary Residence  
 Approx. 1,800 SF

Circulation  
 Approx. 400 SF

Business Use  
 Approx. 90 SF

**GARRISON**  
 ARCHITECTS  
 1000 W. 10th Street  
 Oklahoma City, OK 73106  
 Phone: (405) 233-8800  
 Fax: (405) 233-8801

Williston West  
 32 Thomas Street LLC  
 Williston, North Dakota

Date: February 10, 2012  
 Scale: 1/4" = 1'-0"  
 Project: Parish House Third Floor  
 Drawing No: Floor A104



**EXHIBIT B**

**32 THOMAS STREET  
REHABILITATION SCHEDULE**

The following schedule outlines the rehabilitation projects that will be performed at 32 Thomas Street upon approval of Conditional Rezoning of the property, in order to address the immediate needs of the Property to ensure the soundness and integrity of the building envelope and structural elements. Said rehabilitation projects will be designed and constructed to meet the City of Portland's Historic Preservation Ordinance Standards and the Secretary of the Interior's Standards for the Treatment of Historic Properties, and shall be reviewed and approved by the Historic Preservation Board or staff.

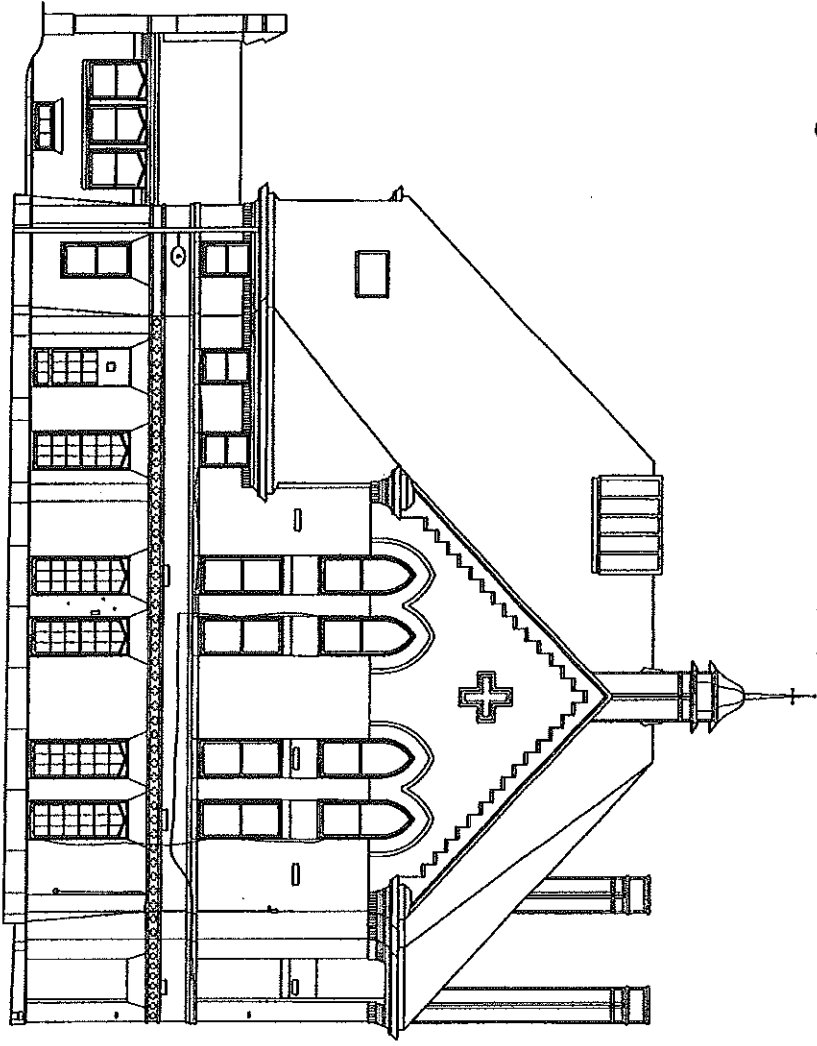
Performance of the following rehabilitation projects shall commence within six (6) months of [date of enactment] and shall be completed within twenty-four (24) months of [date of enactment]. Any rehabilitation improvements required by the Conditional Zone Agreement not completed before the issuance of the certificate of occupancy for the office use shall be secured by a performance guarantee in the form of an escrow account, letter of credit, or equivalent surety approved by the Corporation Counsel of the City of Portland, in an amount equal to the estimated cost of completion of such improvements.

1. Replace entire roof system at the sanctuary in accordance with the attached proposal from *The Heritage Co.* Replace all metal flashings, gutters and downspouts to original historic appearance. Original metal trim pieces are at the end of their useful life and should be replicated. Replace membrane at flat roof section.
2. Perform structural repair at all three floor levels of the bell tower including new wood framing and restoration of damaged brick bearing pockets.
3. Perform masonry repairs at the sanctuary as identified on the attached elevation drawings. Said repairs include the damaged area at the southwest corner and other areas of severely damaged or deteriorated masonry.
4. Repair and /or replace approximately 20 bricks at the parish house as identified on the attached elevation drawings.
5. Repair or replace all leaking or missing downspouts on the Parish Hall. The replaced downspouts shall be reviewed by the City's Historic Preservation Manager.
6. Install temporary storm protection window over stained glass window at the parish house that does not currently have storm protection, as identified on the attached elevation drawings.
7. Re-grade the courtyard to create positive drainage away from the building.
8. Reset, repair or repoint granite steps as identified on the attached elevation drawings A-5 and A-6 and reset section of collapsed brick landing at bottom of Carroll Street entrance as identified on the attached elevation drawing A-6.





PROPERTY ONE TREATMENTS  
 PROPERTY ONE TREATMENTS is a leading provider of exterior wall, masonry, and roof treatments. Our services include:  
 • Masonry Cleaning & Restoration  
 • Stain Removal  
 • Water Repellent Application  
 • Roof Inspection & Maintenance  
 • Gutter Cleaning & Installation  
 • Window & Door Weatherstripping  
 • Siding Inspection & Repair  
 • Foundation Inspection & Repair  
 • Concrete Sealing & Protection  
 • Driveway Sealing & Protection  
 • Deck Staining & Sealing  
 • Fencing Staining & Sealing  
 • Iron & Rust Removal  
 • Lead & Asbestos Testing  
 • Mold Remediation  
 • Air Quality Testing  
 • Energy Audits  
 • Insulation Installation  
 • Radon Testing & Mitigation  
 • Home Inspection Services  
 • Commercial Cleaning Services  
 • Industrial Cleaning Services  
 • Construction Site Cleanup  
 • Disaster Restoration Services  
 • Flood Damage Restoration  
 • Fire Damage Restoration  
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 • Wind Damage Restoration  
 • Storm Damage Restoration  
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 • 24/7 Emergency Services  
 • Serving the Greater Portland Area  
 • Phone: (603) 888-1111  
 • Website: www.propertyonetreatments.com



1 PARISH HOUSE - WEST ELEVATION  
 1/8" = 1'-0"



Edinburgh, Inc.  
 1000 North Main Street  
 Portland, ME 04108  
 Tel: 603-761-1111

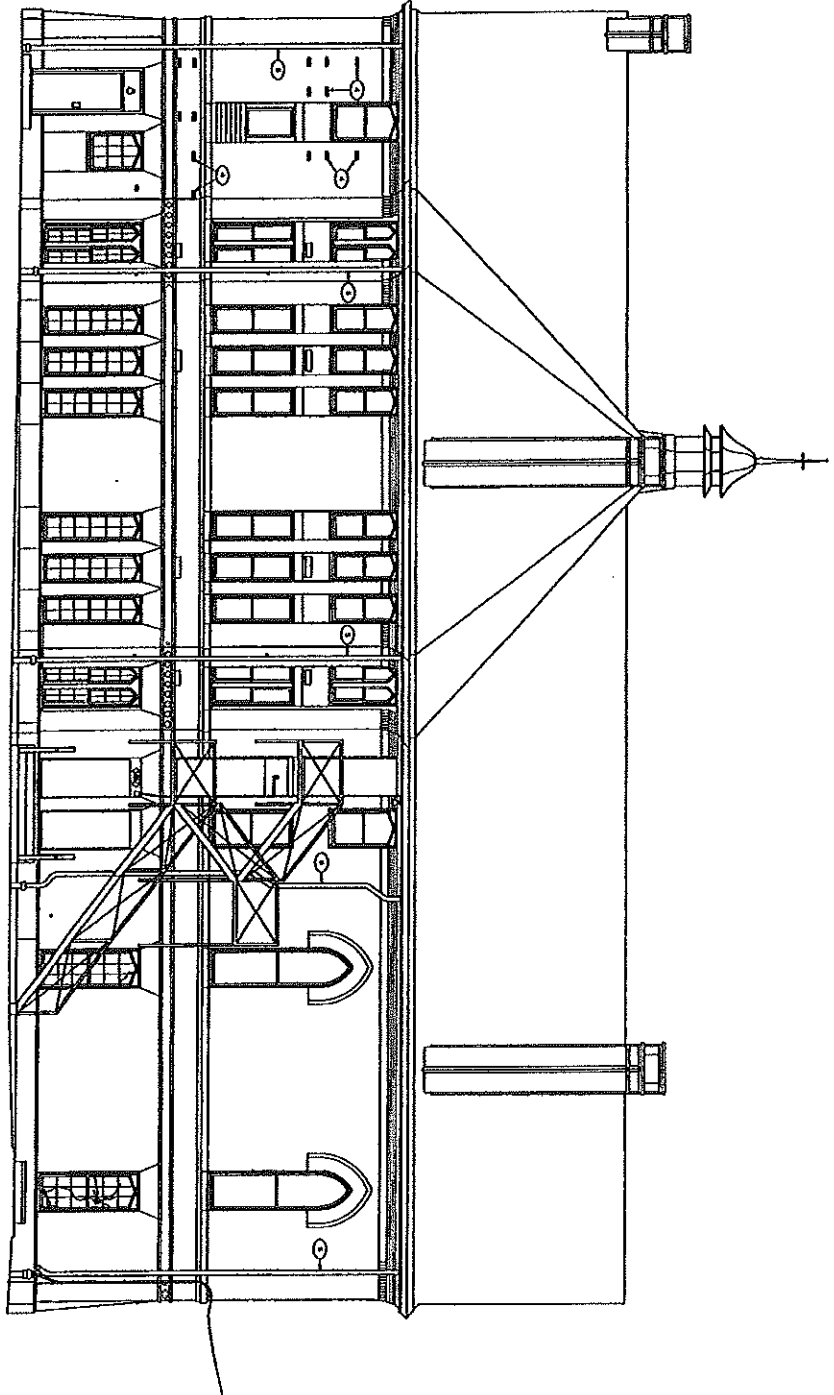
Exterior Conditions Assessment & Treatment Plan  
 32 Thomas Street, LLC  
 32 Thomas Street  
 Portland, Maine

Date: 7/14/2022  
 Drawn: A.S. Brown  
 Reviewed:

Title:  
 Parish House  
 West Elevation  
 Sheet No: A-3

1  
PARISH HOUSE - SOUTH ELEVATION

7' 6" 9' 10' 21' 2'



PROPERTY OWNER REPRESENTATIVE  
 ARCHITECT  
 ENGINEER  
 ENVIRONMENTAL ENGINEER  
 HISTORIC PRESERVATION SPECIALIST  
 PLUMBING SPECIALIST  
 ELECTRICAL SPECIALIST  
 MECHANICAL SPECIALIST  
 STRUCTURAL SPECIALIST  
 GEOTECHNICAL SPECIALIST  
 ASBESTOS ABATEMENT SPECIALIST  
 LEAD ABATEMENT SPECIALIST  
 MOLD ABATEMENT SPECIALIST  
 AIR QUALITY SPECIALIST  
 VIBRATION SPECIALIST  
 SOUND SPECIALIST  
 LIGHTING SPECIALIST  
 INTERIOR DESIGNER  
 LANDSCAPE ARCHITECT  
 TRANSPORTATION ENGINEER  
 TRAFFIC ENGINEER  
 UTILITY ENGINEER  
 WATER ENGINEER  
 WASTE ENGINEER  
 ENVIRONMENTAL SCIENTIST  
 ENVIRONMENTAL HEALTH AND SAFETY SPECIALIST  
 ENVIRONMENTAL TOXICOLOGIST  
 ENVIRONMENTAL CHEMIST  
 ENVIRONMENTAL MICROBIOLOGIST  
 ENVIRONMENTAL PHYSICIAN  
 ENVIRONMENTAL NUTRITIONIST  
 ENVIRONMENTAL SOCIOLOGIST  
 ENVIRONMENTAL PSYCHOLOGIST  
 ENVIRONMENTAL ECONOMIST  
 ENVIRONMENTAL POLITICAL SCIENTIST  
 ENVIRONMENTAL LEGAL COUNSEL  
 ENVIRONMENTAL ETHICIST  
 ENVIRONMENTAL RELIGIOUS LEADER  
 ENVIRONMENTAL COMMUNITY ORGANIZER  
 ENVIRONMENTAL ADVOCATE  
 ENVIRONMENTAL EDUCATOR  
 ENVIRONMENTAL RESEARCHER  
 ENVIRONMENTAL POLICY ANALYST  
 ENVIRONMENTAL PLANNER  
 ENVIRONMENTAL DESIGNER  
 ENVIRONMENTAL ARTIST  
 ENVIRONMENTAL WRITER  
 ENVIRONMENTAL FILMMAKER  
 ENVIRONMENTAL MUSICIAN  
 ENVIRONMENTAL DANCER  
 ENVIRONMENTAL THEATER ARTIST  
 ENVIRONMENTAL PERFORMER  
 ENVIRONMENTAL ACTIVIST  
 ENVIRONMENTAL VOLUNTEER  
 ENVIRONMENTAL LEADER  
 ENVIRONMENTAL FOLLOWER  
 ENVIRONMENTAL SUPPORTER  
 ENVIRONMENTAL OPPOSER  
 ENVIRONMENTAL CRITIC  
 ENVIRONMENTAL ANALYST  
 ENVIRONMENTAL COMMENTATOR  
 ENVIRONMENTAL DEBATER  
 ENVIRONMENTAL NEGOTIATOR  
 ENVIRONMENTAL MEDIATOR  
 ENVIRONMENTAL ARBITRATOR  
 ENVIRONMENTAL JUDGE  
 ENVIRONMENTAL JURY MEMBER  
 ENVIRONMENTAL WITNESS  
 ENVIRONMENTAL JUROR  
 ENVIRONMENTAL VOTER  
 ENVIRONMENTAL CANDIDATE  
 ENVIRONMENTAL ELECTION OFFICIAL  
 ENVIRONMENTAL POLITICAL LEADER  
 ENVIRONMENTAL POLITICAL ACTIVIST  
 ENVIRONMENTAL POLITICAL ORGANIZER  
 ENVIRONMENTAL POLITICAL ADVISOR  
 ENVIRONMENTAL POLITICAL COUNSELOR  
 ENVIRONMENTAL POLITICAL STRATEGIST  
 ENVIRONMENTAL POLITICAL TACTICIAN  
 ENVIRONMENTAL POLITICAL OPERATOR  
 ENVIRONMENTAL POLITICAL EXECUTIVE  
 ENVIRONMENTAL POLITICAL OFFICIAL  
 ENVIRONMENTAL POLITICAL LEADER

Sheet No. **A-4**

32 Thomas Street  
 Portland, Maine

Exterior Conditions Assessment & Treatment Plan  
**32 Thomas Street, LLC**  
 32 Thomas Street  
 Portland, Maine

Blank space for notes or additional information.

**Witchhatch, Inc.**  
 1000 1/2 Main Street  
 Portland, ME 04101  
 Tel: 603.761.1111  
 Fax: 603.761.1112













P.O. Box 71  
E. Waterboro, ME. 04030  
247-5372 Fax 247-4256

*Architectural Copper Work and Cornicing  
Historically Correct Restorations  
Slate and Clay Tile Roofing*

April 27, 2012

Leddy Houser Associates  
Attn: Paul Leddy  
429 Preble Street  
South Portland, Maine 04106

Dear Mr. Leddy:

Please accept the following updated estimate for the complete, historically accurate slate and copper roof restoration work on the upper main roof of the Williston Church on Thomas Street in Portland, Maine.

**Scaffolding--\$22,526.00**

-Erect scaffolding in accordance to OSHA standards up to the gutter line around the perimeter of the main church roof. Install the necessary safety features to protect pedestrians and the property.

**Demolition--\$40,008.00**

-Remove and dispose of the existing asphalt shingle roof materials and flashing components from the pitched roofs. Re-nail all roof decking using 8d nails. Install an ice and water shield membrane to the lower three feet of the main roof, in all valleys, and around all other roof protrusions such as the steeple sidewalls, chimney and the vent pipe. Install a #30 roofing paper to all other exposed roof decks.

**Main Roof Gutter---\$25,854.00**

-Install a custom fabricated 16-oz. copper gutter system exactly matching the size and configuration of the original gutter at all main roof fascia. The gutter shall have a 1/4" x 1" copper bar installed into its face with 1/8" x 1" copper bar hangers bolted to the face bar with brass bolts every 18" for strength.

-If the existing gutters are eliminated and a cornice flashing is to be installed similar to your drawing, the cost will be \$20,016.00 instead of the \$25,854.00 for the gutter.

**Conductor Pipes for Main Roof Gutters--\$9,600.00**

-Install custom fit 16-oz. copper conductor pipes at the original pipe locations to lead the water from the main roof gutters to the ground. If 3" round corrugated galvanized steel conductor pipes are to be used instead of copper please deduct \$3,735.00 from the total. If galvanized steel pipes are used, they should be primed inside and outside and two coats of paint applied to the outside.

*"Four Generations Of Experience"*



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**Valley Flashings---\$6,667.00**

-Install continuous 16-oz. copper flashings in all main roof valleys fabricated from 18" stock. If 24" stock is to be used, please add \$1,030.00.

**Slating---\$108,110.00**

-Install Premium 3/4" thick North Country Black Slate to the roof using 1 1/2" copper slating nails. The valleys will be slated using an open profile. If a mixed Vermont Grey/Green and Vermont Semi Weathering Green Slate will be used instead of the North Country Black Slate, please deduct \$7,000.00.

**Cornice Flashings for Raised Parapets---\$12,561.00**

-3 of the gables have raised parapet walls above the roof deck. Fabricate and install 16-oz. copper step flashings interwoven with the installation of the slate along each of the parapet walls. Install custom fabricated 16-oz. copper flashings to the tops of the parapets. The new copper parapet caps will exactly match the size and configuration of the original caps.

**Cornice Flashings for the Gables that are not Raised---\$3,990.00**

-2 of the gables have metal cornice flashings running up the gable rakes. Install custom fabricated 16-oz. copper flashings to gable rakes. The new copper cornice flashings will exactly match the size and configuration of the original flashings.

**Chimney Flashings---\$1,391.00**

-Install 16-oz. copper base flashings interwoven with the installation of the slate around the west elevation chimney. Install 16-oz. copper counter flashings symmetrically placed into 1" deep reglets symmetrically cut into mortar joints around three sides of the chimney. Repoint the reglets with a compatible mortar.

**Plumbing Vent Pipe Flashing---\$490.00**

-Install a 16-oz. copper base flashing around the plumbing vent pipe interwoven with the installation of the slate. Install a high hat counter flashing over the pipe.

**Steeple Base Flashings---\$3,218.00**

-Install 16-oz. copper base flashings interwoven with the installation of the slate around the base of the steeple. Install 16-oz. copper counter flashings symmetrically placed into 1" deep reglets symmetrically cut into mortar joints above the step flashings. Repoint the reglets with a compatible mortar.

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**Hip and Ridge Flashings---\$4,650.00**

-Install continuous copper flashings mechanically fastened with brass screws and washers on all hip and ridge lines.

**Cornice Flashings at Perimeter of EPDM Roof---\$2,343.00**

-Custom fabrication and installation of a copper cornice flashing around the perimeter of the EPDM roof at the top of the building.

**Front Vestibule Roof, Gutter and Conductor Pipes---\$21,191.00**

-Erect scaffolding in accordance to OSHA standards up to the gutter line at the front vestibule. Install the necessary safety features to protect pedestrians and the property---\$2,659.00.

-Remove and dispose of the existing roof materials and flashing components from the vestibule roof. Re-nail all roof decking using 8d nails. Install an ice and water shield membrane to the roof deck. Install a rosin sized paper over the membrane---\$2,632.00.

-Install a custom fabricated 16-oz. copper gutter system exactly matching the size and configuration of the original gutter across the front fascia of the front vestibule. The gutter shall have a 1/4" x 1" copper bar installed into its face with 1/8" x 1" copper bar hangers bolted to the face bar with brass bolts every 18" for strength---\$4,650.00.

-Install custom fit 16-oz. copper conductor pipes at the original pipe locations to lead the water from the gutters to the ground---\$800.00. If 3" round corrugated galvanized steel conductor pipes are to be used instead of copper please deduct \$312.00 from the total.

-Install a symmetrically placed, double locked standing seam 16-oz. copper roof to the vestibule roof. Install all related flashings---\$10,450.00.

If you have any questions, please feel free to call.

Sincerely,

Victor A. Wright

*"Four Generations Of Experience"*



# TECTA AMERICA

April 24, 2012

Leddy/Hauser Assoc.  
72 Ocean Street  
Suite 104  
South Portland, Me. 04106

Attn:

Project Name: 32 Thomas Street (approx. 1,700 sq. ft.)  
Location: Portland, Me.

- Remove and dispose of the existing epdm and fiberboard.
- Supply and install 1/2" HD polyiso insulation.
- Supply and install a fully adhered .060 E.P.D.M. of system.
- Flash all vertical transitions and penetrations.
- Supply a 15-year labor 20 year material warranty.
- This estimate/proposal will become a contract once executed by both parties.

**TOTAL LABOR MATERIALS: \$16,800.00**  
(Sales tax included if applicable)

Customer

Approval: \_\_\_\_\_

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

Tecta America: \_\_\_\_\_

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

4-24-12

Alternates: Supply and install a Bifco S-20 roof hatch at the existing penetration. **ADD \$1,475.00**

For white .060 PVC membrane **ADD \$2,100.00**