68-D-4
172-174 St. John St.
Warehouse Expansion
Redlon + Johnson

on spreadsheet

Exhibit A

to Ground Lease

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 213.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

Thence S 79° 23' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

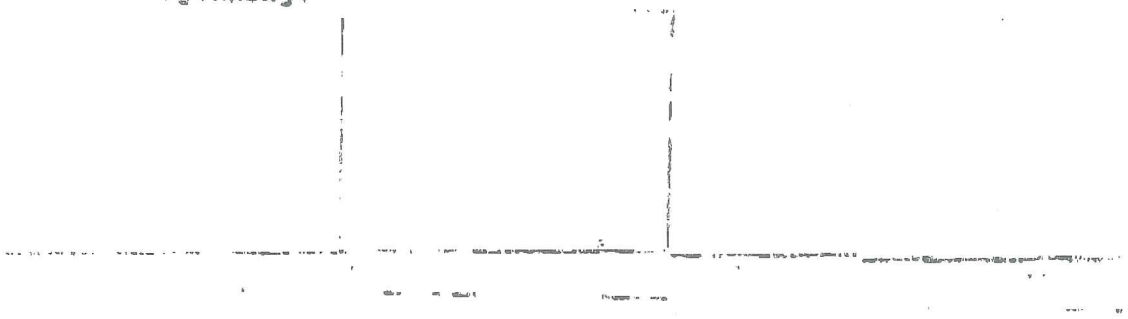


EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Chair Caron and Members of the Portland Planning Board

FROM: William B. Needelman, Planner

DATE: December 12, 2000

SUBJECT: 172-174 St. John Street
Redlon & Johnson Co., Applicant
Alliance Construction, Contractor

Background

Redlon and Johnson Co. requests a workshop review for a proposed 10,734 square foot building addition to their existing plumbing supply facility at 172-174 St. John Street. The development will be an extension of their current use, providing better truck circulation and loading with additional interior storage. The applicant also proposes a pavement expansion over an existing exterior storage area adjacent to the building addition. This project is being reviewed for site plan review and Site Location of Development review under local delegated authority.

This project was developed in 1985 with a total of 2.9 acres of new impervious surface. The new addition and new paved exterior parking area will combine to create 3.28 acres of new impervious surface since 1985, thus qualifying the project for Site Location of Development review. As an industrial development of less than 20,000 square feet, this project would ordinarily be reviewed at the staff level, but due to the need for Site Location review, the applicant requests Planning Board review.

Findings

Lot Size:	3.38 acres+/-
Building Size:	52,272 square feet (existing)
	10,734 square feet (proposed)
Zoning:	IMB
Parking:	64 spaces (existing, no additional spaces proposed)
New Impervious:	5,225 square feet (new pavement)
Existing Impervious:	52,272 square feet (building)
	74,488 square feet (pavement)
	126,760 square feet (total existing)
Post-Devel. Impervious:	131,985 square feet (total)

Title Issues:

The applicant has provided deeds showing evidence of ownership of the subject building only, not the underlying land. Planning staff has informed the applicant that sufficient evidence of development rights will need to be provided prior to Public Hearing.

Site Description

The site contains approximately 3.38 acres of land adjacent to the Maine Central Rail Road right of way west of St. John Street. The subject parcel abuts commercial parking to the north (behind the former rail road office complex,) the railroad right-of-way to the west, the Century Tire complex to the south, and St. John Street commercial uses to the east. The land has 60 feet of frontage on St. John Street providing access to a private drive heading westerly to the existing Redlon and Johnson parking lot.

The site is dominated by the existing building; a 52,272 square foot industrial/storage building with a large wholesale show room. A 65-space customer and employee parking lot occupies the northerly end of the parking lot, which is connected to a partially paved exterior storage area at the southerly end of the site by a paved drive. The existing loading bays are located in the interior of the building and present extreme difficulty to the drivers currently trying to access the loading platforms.

Project Description

The project proposes to construct a one-story metal building addition on the rear (south) end of the existing building. The area of the proposed addition is currently being used for exterior storage and it is proposed that some of the material that is currently being stored outside will, in the future, be stored in the addition. Three new loading bays will be incorporated in the addition, facilitating the loading and unloading of large trucks.

Building elevations have not yet been provided.

Zoning:

The IMB zone requires that paving must be set 10 feet back from property lines. The proposed pavement at the exterior storage area violates this provision, and the applicant indicates that the plans will be changed prior to Public Hearing.

Site Location of Development Review:

The existing building and paved areas were developed in 1985, resulting in +/-2.9 acres of new impervious surface. The new development, which adds 5,225 square feet of new pavement, pushes the site over 3 acres of impervious surface, thus qualifying the site for Site Location of Development review.

Although, additional parking is not proposed with this development, planning staff is requesting that the applicant be required to install a stormwater treatment structure to treat the stormwater currently exiting the existing parking area. While Site Location regulations do not require a quantified reduction of TSS for facilities which outlet into the Fore River (a coastal wetland, not designated as at-risk,) planning staff bases the request for stormwater treatment on the City's technical standards for stormwater management –treatment for parking areas over 25 spaces- and Site Plan Standard #20 – no adverse environmental impact.

Utilities

The site will be served from existing utilities on-site.

Drainage

The site is largely flat and currently drains southerly through an existing underground system which eventually outlets into the Fore River. The system starts as a 12-inch pipe at the easterly edge of the customer parking area. The pipe flows down to the westerly truck access drive with a series of catch basins, turning southerly, eventually exiting the site and continuing to the separated City system which outfalls to the Fore River near the Veteran's Bridge. The pipe increases in size as the system flows southerly, starting as a 12-inch pipe at the parking area, and exiting the site as a 27- inch pipe. The oversized nature of the system provides detention, since, according to the applicant, the outlet orifice reduces to an 18-inch diameter, thus restricting flow. Very little additional stormwater will be generated by the proposed addition and paving, and no existing stormwater problems are apparent.

Currently, no stormwater treatment is provided or proposed. The applicant proposes to add an additional catch basin near the addition which will be outfitted with a gas hood. See the Site Location Review section, above.

Access

Vehicle access to the site is provided via an existing access drive from Warren Avenue to customer parking in front of the building. Truck access is provided around the rear of the building to the exterior storage areas. Currently, trucks back into interior loading bays located mid-way on the westerly side of the building. Planning staff, while visiting the site, observed trucks having significant difficulty accessing the existing bays.

The new addition will include new loading bays, greatly improving truck circulation.

Pedestrian circulation is provided across the front of the parking area to the customer show room. St. John Street has recently been rebuilt, and sidewalks are in excellent condition.

Buffers/Landscaping/Preservation

The applicant's plan shows no additional landscaping.

Lighting

The parking area has two large steel light poles with box-type cut-off fixtures and the building has typical non cut-off wall-mounted fixtures. No lighting information has been provided for the area of new construction.

Attachments

1. Written Statements
2. Utility capacity letters
3. Storm Water Information
4. Letter of Financial Capacity
5. Deed Information
6. Engineering review
7. Aerial Photo
8. DEP Notice
9. Plans

Att 1.1

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

10 October 2000

Sara Hopkins, Development Resource Services Manager
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: Redlon & Johnson
172-174 St. John Street
Portland, Maine

Dear Mrs. Hopkins:

We reference section 14-525 of the Portland Code with the following:

(b,3,c) Written Statements:
The cost of the development is currently estimated to be approximately $450,000.
Applicant: Redlon & Johnson
172-174 St. John Street
Portland, Maine
(207) 773-4755

(b,3,c,1) The proposed project will consist of a 10,734 SF building addition. This addition is an extension to, and increase of existing material storage/handling space. This project is not intended to increase employment or office space (with associated facilities).

(b,3,c,2) The current site, bounded on the east by St. John Street & properties 3978/237, 3361/335, 3496/311, 6145/462, 6374/221; on the south by properties 8192/198; on the west by Maine Central Railroad; on the north by Maine Central Railroad & properties 4595/110 is 147,233 square feet in size. The proposed buildings structure will use 10,734 SF of the available land area.

(b,3,c,3) There are four easements affecting this property. (1) Easement to Central Maine Power Co. and New England Telephone and Telegraph Co., (2) Drainage Maintenance Agreement, (3) Reserved Access Easement, (4) Storm Water Drainage Easement. None of the above easement will be encroached upon or effected. This proposed project requires no future easements.

(b,3,c,4) This project is an expansion of storage area and is not expected to increase solid waste volume. Presently this facility uses two 8x6 dumpsters that are moved into the build the day before trash removal. The dumpsters are returned to their final position before trash removal. The dumpsters will be located near the new gate to the storage yard. Since the dumpsters are being constantly moved from

position to position and are located to the rear of the complex, they are not screened off.

(b,3,c,5) Evidence of off – site utilities is indicated by the letters submitted, under Tab #1 of this binder.

(b,3,c,6) Stormwater is currently being drained by sheet flow to several on-site catch basins. Please refer to proposed site plan for planned stormwater management. A Stormwater Management Report, by Alliance Construction, prepared by Paul R. LaRochelle, P.E., under Tab #2.

(b,3,c,7) Construction is planned for a early-November 2000 start and a March 2001 completion. We anticipate that the foundation will be re-enforced concrete footings & foundation walls with a slab on grade. The building structure will be a pre-engineered metal building with a rigid steel super structure, metal panel siding and a standing seam metal roof.
Erosion control devices will be installed prior to any construction work, and will be maintained throughout the construction duration.

(b,3,c,8) We do not anticipate that any state or federal agency approvals would be required for this project. The only approvals that this project should require are at the local level and the state Fire Marshall.

(b,3,c,9) Evidence of financial capacity is attached, under Tab #3.

Construction and design services are being provided by Alliance Construction, Inc., under the direction of Gary R. Guerette, P.E., Vice President of Design-Build Services.

(b,3,c,10) Evidence of the applicant's right, title, or interest to the project is enclosed behind Tab # 4.

(b,3,c,11) There are no known unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site.

There is no traffic study required for this project. This proposed project does not increase traffic into or out of the property. This project's only purpose is to increase the amount of enclosed/covered storage capacity.

Sincerely,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

A+ 1.3

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

November 8, 2000

William B. Needelman, Planner
City of Portland, Planning Departtment
389 Congress Street
Portland, Maine 04101
(207) 874-8722

Re.: Redlon & Johnson
172-174 St. John Street

# of pages including this sheet: 7 Plus 3 sets of Site Drawing

Dear Mr. Needelman:

This letter is to follow up and response to the engineering comments made by Anthony Lombardo. In the correspondence I received from your office there are 5 outstanding questions at this time that prevents further site plan review. It is my hope that this letter and the attached drawings will resolve these questions and allow the review process to continue and be completed in the near future.

The first question asked about the outfall location of the existing catch basin, etc. I have attached drawing "Title Survey" sheet 1 of 1 (dated 2/7/86). This drawing shows the information in questions. The second question asked about the easements. Please see drawing titled "Land Title Survey" (dated 12/3/93) and documentation of listed easements 3b & 3c. The third questions asked about identifying abutting properties, please see the attached drawing "Standard Boundary Survey" (dated 6/12/96) for this information. The fourth questions comments on the new and old building are indistinguishable. We have revised drawing C-2 providing a box around the new construction with the comment "Limit of work". The fifth and final remark is responded with both revised drawing C-2 and the verbiage that no construction will take place at or near the property entrance on St. John Street.

Hopefully all of the attached information is what you need to continue the site review process for this project. Thank you for all your help and effort on our behalf with this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Ronald G. Burt

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file

Att 2.1

Department of Public Works

William J. Bray
Director

CITY OF PORTLAND

3 October 2000

RECEIVED
OCT - 5 2000
ALLIANCE CONSTRUCTION, INC.

Mr. Ronald G. Burt,
Design-Build Project Coordinator,
Alliance Construction, Incorporated,
160 Pleasant Hill Road,
Scarborough, Maine 04074

RE: The Capacity to Handle Wastewater Flows, from the Proposed Addition to the Redlon &Johnson Facility, 172-174 St. John Street.

Dear Mr. Burt:

The existing ten-inch diameter concrete sanitary sewer pipe located in St. John Street has adequate capacity to transport the anticipated wastewater flows of zero GPD, from your proposed addition to the Redlon & Johnson facility. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of zero GPD, from your proposed expansion of the Redlon & Johnson facility.

Anticipated Wastewater Flows from the Proposed Warehouse Expansion	
Proposed .28 Acre Warehouse Expansion	= 0 GPD
Total Proposed Increase in Wastewater Flows for this Project	**= 0 GPD**

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and the Maine D.E.P., requires C.S.O. abatement, as well as stormwater mitigation, in order to offset any increase in sanitary flows, from all projects.

If I can be of further assistance, please call me at 874-8832.

Sincerely,
CITY OF PORTLAND

Frank Brancely

Frank J Brancely, B.A., and M.A.
Senior Engineering Technician

FJB

cc: Joseph E. Gray, Director, Department of Planning, and Urban Development, City of Portland
William Needleman, Planner, Department of Planning, and Urban Development, City of Portland
Katherine A. Staples, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Anthony W. Lombardo, P.E., Project Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Desk file

O:\Engshare\CSO\172 St. John St.Doc

A42.2

Troy F. McDonald
Right-of-Way Specialist

verizon

Verizon Maine
5 Davis Farm Road
Portland, ME 04103

Phone 207.797.1785
Fax 207.797.1098
troy.f.mcdonald@verizon.com

October 10, 2000

Ron Burt
Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

RE: ***Adequate Facilities – Proposed Expansion to Redlon & Johnson, St. John Street, Portland, Maine***

Dear Mr. Burt:

In accordance with your recent request please be advised that our engineering department has reviewed the facility records for the proposed expansion of the Redlon & Johnson facility located on St. John Street in Portland.

Based upon their findings we have adequate facilities to provide for present and future requirements utilizing the very latest in telecommunications technology.

If you have any questions, do not hesitate to call. You can reach me at (207) 797-1785.

Sincerely,

Troy F. McDonald
Right-of-Way Specialist

Att 2.3

TIME WARNER CABLE

RECEIVED
SEP 27
ALLIANCE CONSTRUCTION, INC.

Ron Bert
Alliance Construction
160 Pleasant Hill Rd
Scarborough, ME 04074

Dear Ron,

This letter is to inform you that 172 Saint John St in Portland has existing service with Time Warner Entertainment and will be able to service the addition to the building if requested.

Sincerely,

Debra Paiement
Supervisor of Coordination and Design

A42.4

Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Mr. Ron Burt
Alliance Construction, Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

Re: 172-174 St. John Street Expansion, Portland

Dear Ron:

The Portland Water District has a 16" water main in St. John Street, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 86 psi; residual pressure 73 psi; with a flow of 1434 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands.

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

AH2.5

Central Maine Power, Customer Service Center
162 Canco Road, Portland, Maine 04103
1-800-750-4000

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074
Attn: Ron Burt

Subject: 172-174 St. John Street, Portland
Ridlon & Johnson Building

Dear Ron:

This letter is to advise that Central Maine Power Company has sufficient three phase electrical capacity in the area to serve the subject project.

When plans are available, please forward them to me so that I can coordinate our utilities with your project.

If you should have any questions, please feel free to call me at 791-8025.

Sincerely,

Gary Crabtree
Energy Services Advisor

GC/rr

A+2.6

Northern Utilities, Inc.

September 22, 2000

Mr. Ron Burt
Alliance Construction
Via fax 207-885-0846

RE: Ability to Serve Proposed Addition to Redlon & Johnson, 172-174 St. John St., Portland, ME

Dear Ron:

Northern Utilities Natural Gas has adequate capacity to serve the gas load requirements for the above referenced project.

Please have the total new connected gas load sent to my attention when the information becomes available.

Thank you for inquiring about gas service. If you have any questions please feel free to call me directly at 797-8002 or 1-800-924-8002.

Sincerely,

NORTHERN UTILITIES

Bill Howard
Sales Representative

325 West Road P.O. Box 508 Portsmouth, NH 03802-0508 603-436-0310 Fax: 603-436-9473
1075 Forest Avenue P.O. Box 3586 Portland, ME 04104-3586 207-797-8002 Fax: 207-878-3598
A subsidiary of Bay State Gas Company

AH 3.1

STORM WATER MANAGEMENT REPORT

For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

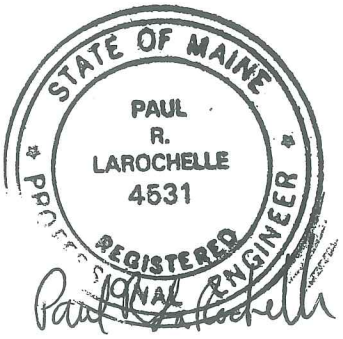
Prepared For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

Prepared By

Alliance
CONSTRUCTION
INCORPORATED

160 Pleasant Hill Road
Scarborough, Maine 04074
Tel. (207) 885-0855 Fax (207) 885-0846



September 12, 2000

A#3.2

TABLE OF CONTENTS

A+3.3

A. Narrative

1. *Objective*

The objective of this report is to evaluate the impact of the proposed building expansion with respect to on-site and off-site stormwater runoff. A comparison of the pre-development stormwater runoff, to the post-development stormwater runoff is made. This report includes:

- supporting calculations;
- tables and charts utilized for the predevelopment and post-development stormwater runoff analysis;
- the proposed stormwater management system design; and
- calculations which support the design of the stormwater drainage system proposed for this development.

2. *Project Description*

The proposed development is located at 172-174 St. John Street. The site consists of approximately 3.38 acres of land. The proposed Site Plan includes expanded warehousing facilities totaling 0.28 of an acre of building footprint. Other associated improvements include a retaining wall for the back wall of the warehouse expansion.

3. *Existing Drainage Conditions*

The existing drainage runoff (3.38 acres) flows into the on-site existing catch basins and existing storm water piping. The runoff is collected by the existing storm system on site. There is a drainage system existing on the site. Refer to the Pre-development (Existing Conditions Plan).

The peak drainage runoff rated for this site, for the pre-development conditions, is based on:

- Runoff rates for the existing soil type is irrelevant since the entire area is impervious;
- Drainage runoff contributory areas;
- Type and condition of ground coverage is impervious pre-and post-development;
- Intensity-frequency-duration curves for Portland, Maine;

- Time of concentration for each drainage sub-area (it is assumed that the minimum time of concentration is five minutes for all points within the watershed to make it's way to the point of collection) and;
- Size of each drainage sub-catchment area within the watershed.

The pre-development peak flow is analyzed for the site under existing conditions, so these peaks can be compared with the calculated peak rates for the post-development conditions. All analysis is performed using the United States Department of Agriculture – Soil Conservation Service (USDA SCS), Type III, 24-hour storm distribution, for the design year storms 2, 10 and 25.

4. Proposed Drainage Conditions

The stormwater runoff from the proposed development will be collected in a closed drainage system. The system will have catch basins with Casco traps outflowing to the stormwater pipe system.

5. Stormwater Runoff

Methodology

This analysis evaluates the impact of the proposed development with respect to the predevelopment and post-development stormwater runoff. Comparison of the predevelopment stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to reduce the effects of increased stormwater runoff from the proposed development. The predevelopment and post-development stormwater runoff rates for the project site are determined for the 24-hour USDA-SCS, Type III rainfall distribution for the 2, 10 and 25-Year Storms.

Stormwater runoff analysis is based on the USDA-SCS methods as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Interior storm drainage design is based on the Rational Method.

Peak discharge hydrographs for the overall project site were calculated for the predevelopment and post-development conditions. Runoff curve numbers were determined for the land use. This was done for the pre- and post-development conditions. The time of concentration for the pre- and post-development conditions were determined based on current land use and topography. A five minute minimum time of concentration was assumed for design purposes. This represents a minimum "worst case" situation. Since the runoff would be directed to storm inlets and concentrated in a closed drainage system with a short hydraulic length and since each catchment area is relatively small in extent this assumption is reasonable.

The coefficient of runoff for each area used is based on land use. The project site is one storm drainage system catchment area. The storm collection system piping is to remain

the same size but relocated to accommodate the new addition. The new catch basin is then routed to the existing drainage pipe. The hydrograph at the point of discharge is then compared with the pre-development peak runoff.

6. Summary

The results of the detailed analysis and comparison of the pre-development and post-development runoff for the site drainage is as follows:

Table 1: Site Analysis: Pre & Post-Development Peak Rates of Runoff

Design Storm Frequency	2-Year	10-Year	25-Year
Pre-development Conditions: On-Site Drainage (3.38 acres)	11.2 cfs	15.7 cfs	18.2 cfs
Post-development Conditions:			
On-Site Drainage (3.38 acres)	11.5 cfs	16.1 cfs	18.5 cfs
Post-development Change On-Site Drainage	+0.3 cfs	+0.4 cfs	+0.3 cfs

B. Hydrologic Site Analysis – Drainage & Detention System Design

1. Drainage Analysis Basis

The stormwater runoff analysis is based on the United States Department of Agriculture – Soil Conservation Service (USDA-SCS) methodology, as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Detailed discharge hydrographs for the 2, 10, & 25 Year Storm Frequency are provided.

2. Watershed/Drainage Area Data (Project Site)

Total Site Drainage Area:	3.38 acres.
Storm Distribution	SCS 24-hour, Type III.
Return Period / Precipitation:	2-Year (4.0")
	10-Year (5.3")
	25-Year (6.0")

3. Stormwater Management

The stormwater management plan goal is to maintain the post-development runoff to pre-development flow rated and to improve drainage runoff water quality. Drainage runoff has been slightly increased by the proposed design. Drainage quality will be improved due to a more stabile surface material.

- Drainage runoff directed on-site has been increased. The increased runoff will be collected by on-site catch basins. In the pre-development state approximately 3.38 acres drained towards the closed drainage system located within the property. In the post-development state this area has been maintained 3.38 acres. The proposed run-off area drains into existing catch basins as before.

- Drainage runoff from the improved site is directed overland to the existing catch basins. The new roof drain is tied directly into the closed system. This system of storm water management improves the quality of the water leaving the site by directing it from the roof directly into the system. This reduces the area of street generated contaminants.

A 3.7

Erosion Control Measures

1. *Introduction*

The proposed project consists of approximately 38,300 square feet of land. The proposed site will consist of existing warehouse and office space with an expanded warehouse addition. Other associated improvements to this site include modifications to the semi-truck maneuvering area and reduction in outside storage area.

Best Management Practices for erosion control and site stabilization during construction will be employed on the site to minimize soil erosion and to protect the adjacent areas from impacts associated with the proposed development during and after construction. The use of erosion and sediment control silt fencing around the perimeter of the proposed work area will ensure on-site containment and control of any sediment from disturbed areas.

Additionally at inlets to the proposed storm drainage system, the use of a combination system will be utilized. This system will consist of placing filter fabric under the inlet grating of catch basins and continuing the fabric up and over the remainder of the inlet area of the basin; then a layer of crushed stone will be placed on top of the filter fabric. This filtration system will filter most sediment laden runoff and also secure the filter fabric in place, during construction.

2. *Proposed Stabilization/Treatment*

The proposed project will utilize both temporary and permanent erosion control and treatment measures for control of stormwater runoff. Temporary erosion control measures such as silt fence, hay bales and mulch will be used during the construction of the project to minimize intrusion of soil erosion and remain in place until permanent stabilization is accomplished. Other measures for sedimentation and erosion control as well as water quality protection will include provisions for sumps in all catch basins and storm water detention structures. Also, the catch basin collectors will be installed with Casco traps to reduce floating residue and sediment.

3. *Stormwater Runoff Treatment*

The design of the project incorporates the use of catch basin sumps and oil/gas hoods on the outlets of the drainage system. These treatment measures will add to the efficiency of catch basins in the removal of pollutants associated with stormwater flows from the paved areas.

At 3.8

SECTION 1.0

EXISTING RUNOFF

~~AH-3.9~~

PRL
9/12/00

DRAINAGE CALCULATIONS FOR: REDLON JOHNSON

172-174 ST. JOHN STREET – PORTLAND, ME

PRE-DEVELOPMENT AREAS TO CATCH BASIN'S (ON SITE):

BUILDING: 1.20 AC

PAVING: 1.71 AC

VEGETATED: 0.47 AC

TOTAL: 3.38 AC

PRE-DEVELOPMENT

RUNOFF

AREA SQUARE MILES $A_m = \frac{3.38}{640} = 0.00528$

$T = 12.2$

$T_c = 0.1$

	2 YEAR STORM	10	25
$A_m Q$	0.01690	0.02376	0.02746
I_a	0.151	0.151	0.151
I_a/P	0.0377	0.0285	0.0251
q_+	662	662	662
$q = q_+ (A_m X Q)$	11.2	15.7	18.2

A4 3.10

Worksheet 2: Runoff curve number and runoff

Project REDLON - JOHNSON By PLL Date 9/12/00

Location ST. JOHN ST. - PORTLAND Checked ____ Date ____

Circle one: (Present) Developed

1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/~~connected~~ TOTAL impervious area ratio)	CN 1/ Table 2-2	CN 1/ Fig. 2-3	CN 1/ Fig. 2-4	Area ☑ acres ☐ mi^2 ☐ %	Product of CN x area
(C) FILL	BUILDINGS	98			1.20	117.6
(C) FILL	PAVEMENT	95			1.71	162.5
(C) FILL	VEGETATED	75			0.47	35.3
1/ Use only one CN source per line.				Totals =	3.38	315.4

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{315.4}{3.38} = 93.3$; Use CN = **93**

2. Runoff

	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	10	25
Rainfall, P (24-hour) ..... in	4.0	5.3	6.0
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	3.2	4.5	5.2

AH 3.11

SECTION 2.0

PROPOSED RUNOFF

PRL
9/12/00

AH312

DRAINAGE CALCULATIONS FOR:

REDLON JOHNSON

172-174 St. JOHN STREET - PORTLAND, ME

POST-DEVELOPMENT AREAS:

TO CATCH BASINS ON SITE

BUILDING: 1.48 Ac

PAVEMENT: 1.54 Ac

VEGETATED: 0.36 Ac

3.38 Ac

POST-DEVELOPMENT RUN OFF

AREA SQUARE MILES: $A_m = {}^{3.38}/_{640} = 0.00528$

$T = 12.12$

$T_c = 0.1$

	2 YEAR	10	25
$A_m Q$	0.01743	0.02429	0.02799
I_a	0.128	0.128	0.128
I_a/P	0.03	0.02	0.02
q_*	662	662	662
$q = q_* (A_m)(Q)$	11.5	16.1	18.5

A+3.12

Worksheet 2: Runoff curve number and runoff

Project REDLON JOHNSON By PRL Date 9/12/00

Location ST JOHN ST - PORTLAND Checked ____ Date ____

Circle one: Present (Developed)

1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/~~connected~~ TOTAL impervious area ratio)	CN 1/ Table 2-2	CN 1/ Fig. 2-3	CN 1/ Fig. 2-4	Area ☑ acres ☐ mi^2 ☐ %	Product of CN x area
(C) FILL	BUILDINGS	98			1.48	145
(C) FILL	PAVEMENT	95			1.54	146
(C) FILL	VEGETATED	75			0.36	27
					3.38	318

1/ Use only one CN source per line. Totals =

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{318}{3.38} = 94$; Use CN = 94

2. Runoff

	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	10	25
Rainfall, P (24-hour) ..... in	4.0	5.3	6.0
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	3.3	4.6	5.3

Att 3.13

SECTION 3.0

TABLES AND CHARTS

AH 3.14


N
1 Mile
5 000 Feet
Scale 1:20 000
(Joins sheet 76)
(Joins sheet 81)
(Joins sheet 86)
465 000 FEET
297 000 FEET
Rocky Hill
Lunts Corner
St Peters Church
Evergreen Cemetery
Cheverus High School
Deering
Woodfords
Woodfords Corner
Deering High School
Rosemont
Highlands
Brighton Corner
University of Maine (Portland)
Oakdale
Bradley Corner
Libbytown
Maine Medical Center
West End
Mercy Hospital
Butler School
Thompson Point
PORT
BACK COVE
PORTLAND
(county seat)
Portland Terminal
River
SITE

Att 4

10/13/00 FRI 11:51 FAX 4122556905 Gary A. Van Luven ☑001
10/13/00 FRI 10:44 FAX 212 536 1295 C.I.T. GROUP ☑002

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

T: 212 536-1200
F- 212 536-1295

CIT

October 13, 2000

Joseph E. Gray, Jr.
Director, Planning in Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: Building Addition at Redlon & Johnson
172-174 St. John St., Portland, ME 04102

To Whom It May Concern:

This letter will confirm that Redlon & Johnson, Division of The Gage Company, has the financial capacity to complete the proposed improvements/additions to the property located at 172-174 St. John St., Portland, Maine 04102, estimated to cost $450,000.00 in the aggregate. Per the company proposed improvements include an enclosed warehouse/storage facility, which will be attached to the existing building in Portland, Maine.

Sincerely,

Robert C. Smith
Senior Vice President

AHS.1

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **St. John Street Realty**, a Maine general partnership organized and existing under the laws of the State of Maine and having a place of business in Portland, County of Cumberland, and State of Maine, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to **The Gage Company**, a Pennsylvania corporation authorized to do business in Maine and having an address of 3000 Liberty Avenue, Pittsburgh, PA 15201, with QUITCLAIM COVENANT, a certain building (the "Building") located on land in Portland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), **hereby transferring said Building only and not the Land on which the same is located, the purpose of this deed being to effectuate the partition of the Land and the Building by severing the ownership of the Land and Building, said Land being hereby excepted and reserved unto the Grantor, its successors and assigns, and to be conveyed by the Grantor to Joseph F. Boulos by deed of even or near date to be recorded in the Cumberland County Registry of Deeds and to be subsequently conveyed by said Joseph F. Boulos to Westport Realty, LLC by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

Said Building is conveyed subject to the restrictions applicable thereto and the rights of Westport Realty, LLC in and to the Building, all as set forth in a certain Ground Lease of even or near date between Westport Realty, LLC, as ground lessor of the Land, and Grantee, as ground lessee of the land, a Memorandum of said Ground Lease to be recorded in the Cumberland County Registry of Deeds, and a copy of said Ground Lease being on file with Westport Realty, LLC and Grantee.

Said Building is also conveyed subject to the matters set forth on Exhibit B, attached hereto and made a part hereof.

To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455 that the Building shall be and remain separate personal property severed from the Land and no interest in the Land is being conveyed by this deed.

IN WITNESS WHEREOF, the said St. John Street Realty has caused this instrument to be sealed with its partnership seal and signed in its partnership name by Joseph F. Boulos, its general partner, thereunto duly authorized, this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

ST. JOHN STREET REALTY

By: _____
Joseph F. Boulos
Its General Partner

A+S.2

STATE OF MAINE
COUNTY OF CUMBERLAND, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos in his capacity as General Partner of St. John Street Realty, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said partnership.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name: Joe D. Pierce

AH5.3

St. John Street Realty to The Gage Company

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56' by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 191.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

Thence S 79° 28' 50" E 108.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to St. John Street Realty by deed of RDJ Realty dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7112, Page 170.

A11 5.5

EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

(2)

AH 5.6

BOOK 7016 PAGE 2 54995

SHORT FORM QUITCLAIM DEED WITH COVENANT

RDJ REALTY, a Maine general partnership with a mailing address and a place of business at Two City Center, Portland, Maine 04101, formerly known as St. John Street Realty, FOR CONSIDERATION PAID grants to ST. JOHN STREET REALTY, a new Maine general partnership and not the Grantor, with a mailing address and a place of business at Two City Center, Portland, Maine 04101, with QUITCLAIM COVENANT, the real property located in Portland, Cumberland County, Maine described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, RDJ REALTY has caused this instrument to be executed by Joseph F. Boulos, its General Partner thereunto duly authorized, this 23rd day of December, 1985.

WITNESS:

Name: NATHAN H. SMITH

RDJ REALTY

By: Joseph F. Boulos,
Its Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. December 23, 1985

PERSONALLY APPEARED the above-named Joseph F. Boulos, Partner of RDJ REALTY 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 general partnership.

Before me,

Name: NATHAN H. SMITH
Title: Attorney at Law

AA5.7

EXHIBIT A

BOOK 7016 PAGE 3

ST. JOHN STREET REALTY

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

AA 5.7

BOOK 7016 PAGE 4

Thence S 79° 28' 50" E 108.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being a portion of the land conveyed by Portland Terminal Company to St. John Street Realty by deed dated August 15, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6864, Page 210. Reference is also made to a release deed from the City of Portland to St. John Street Realty dated August 7, 1985 and recorded in said Registry of Deeds in Book 6856, Page 264.

Reserving to the Grantor, its successors and assigns for the benefit of adjoining land of Grantor for use in common with Grantee an easement for purposes of pedestrian and vehicular ingress and egress and for purposes of installation, maintenance and repair of underground and/or overhead utilities on, over and under the following described portion of the above-referenced premises:

Beginning at a point on the westerly sideline of St. John Street, said point being the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 323.57' by and along the northerly sideline of the above described parcel to a point 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 30', more or less, to a point being 50' easterly of the center of Maine Central Railroad tracks;

Thence N 7° 5' 39" E 684', more or less, to a point;

Thence S 79° 28' 50" E 293', more or less, to a point;

AH 5.8

Thence N 10° 31' 10" E 50.00' by and along the westerly sideline of said St. John Street to the point of beginning.

The area affected by this easement is shown as "Reserved Access Easement" on plan entitled "Title Survey for St. John Street Realty, St. John Street, Portland, Maine, by Sebago Technics, Inc. dated December 1985."

Bearings herein are referenced to true north taken from Maine State Highway Commission Right of Way map for the Fore River Bridge dated September, 1952 and recorded in Cumberland County Registry of Deeds in Plan Book 43, Pages 52 through 54.

RECEIVED
RECORDED REGISTRY OF DEEDS
1985 DEC 23 PM 3:55
CUMBERLAND COUNTY
James J Walsh

AH 5.9

DRAINAGE MAINTENANCE AGREEMENT

12059

BOOK 7112 PAGE 167

In consideration of site plan approval granted by the Planning Board of the City of Portland to a Plan entitled, "Westco Corporation, Warehouse Facilities, St. John Street, Portland, Maine," dated January 20, 1986, as revised through January 31, 1986, together with certain plans entitled "Westco Corporation, St. John Street, Portland, Maine, Storm Drain Design" by BH2M, dated January 1986 (sheets 1 and 2), and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine, and pursuant to a condition thereof, St. John Street Realty, a Maine general partnership, with a place of business at Two City Center, Portland, Maine, 04101, owner of the subject premises and owner of an easement over adjoining premises of RDJ Realty, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense at all times in perpertuity maintain in good repair and in proper working order the surface water drainage system as shown on said plans, including but not limited to the detention basin or basins and the outlet or outlets therefrom, for the benefit of said City of Portland, RDJ Realty, all persons in lawful possession of the premises and abutters thereto; further, that said City of Portland, said RDJ Realty, said persons in lawful possession and said abutters, or any of them may enforce this agreement by an action at law and equity in any court of competent jurisdiciton; further, that after giving the Owner written notice and a reasonable time to perform, said City of Portland may, by its authorized agents or representatives, enter upon the premises of St. John Street Realty or upon the premises of RDJ Realty, or any portion thereof, for purpose of performing the aforementioned maintenance of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

Notwithstanding the foregoing, it is agreed that with respect to that part of the surface water drainage system which affects land of RDJ Realty, that RDJ Realty shall have the right to relocate said system and easement in such manner and to such location on RDJ Realty's premises as may be approved by the City, and that said relocation shall not require the approval of any benefitted abutting landowners except to the extent that any such relocation may specifically encroach upon abutting land.

This agreement shall not confer upon the City of Portland or any other person except RDJ Realty the right to utilize said surface water drainage system for public use or for the development of any other property, and the owner shall bear

AA5.10

no financial responsibility by virtue of this agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

RDJ Realty, a Maine General Partnership, and owner of abutting land, as aforesaid, pursuant to deed dated August 15, 1985, from Portland Terminal Company and recorded in the Cumberland County Registry of Deeds in Book 6864, Page 210, joins in this agreement for purposes of granting to the City of Portland an easement for purposes of maintenance of the aforesaid surface water drainage system to the extent said system affects property of RDJ Realty. This easement is intended to cover the same area specifically referred to in Easement Deed of even date herewith and to be recorded herewith from RDJ Realty to St. John Street Realty.

This agreement shall bind the undersigned only so long as it retains any interest in said premises and shall run with the land and be binding upon its successors and assigns as their interest may from time to time appear.

For purposes of locating the surface water drainage system, which is the subject of this agreement, reference is made to a certain plan entitled "Title Survey for St. John Street Realty, St. John Street, Portland, Maine" by Sebago Technics, Inc., dated December 1985, as last revised 2/7/86, and to be recorded in the Cumberland County Registry of Deeds.

Dated at Portland, Maine, this 7th day of February, 1986.

IN WITNESS WHEREOF, St. John Street Realty has caused this instrument to be duly executed by Joseph Boulos, Its General Partner thereunto duly authorized, and RDJ Realty has caused this instrument to be duly executed by Joseph Boulos, Its General Partner thereunto duly authorized.

WITNESS:

ST. JOHN STREET REALTY

BY _____
Joseph F. Boulos, Its General Partner

RDJ REALTY

BY _____
Joseph F. Boulos, Its General Partner

4 14 6.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "Sarah Hopkins" <SH@ci.portland.me.us>
Date: Wed, Oct 25, 2000 8:40 AM
Subject: Redlon and Johnson

Sarah,

I have reviewed the application materials dated October 10, 2000 and plans dated 9/21/00 by Alliance Construction for the Redlon and Johnson building expansion and offer the following comments:

1. The applicant should provide evidence of the building history including dates of construction so that it may be determined if the project qualifies under Site Location of Development review. As it is the proposed project will result in the development exceeding the 3 acre threshold of structure area. It is necessary that it be determined if any of the building was constructed prior ot Oct. 1975, thereby excluding it from the structure area total.

2. The applicant should provide evidence or discussion as to the existing storm drain system and any easements etc. associated with it.

3. The site layout plan should provide a bit more geometric information including dimensions, baseline layout etc. to assist in construction and construction monitoring.

4. The applicant should provide additional data on the proposed retaining wall.

5. The existing facility appears to have over 60 parking spaces. Past precedent has established that it is necessary to provide water quality treatment for the stormwater runoff. This has typically been in the form of manufactured treatment devices. The current proposal doesn't include sufficient measures to meet these water quality improvement goals therefore it is recommended the applicant submit plans to include improved water quality treatment measures.

6. The engineer should review their runoff computations since there appears to be a conflict between the computations and the plans as to proposed paved and vegetated surfaces, i.e. the comps say .36 ac vegetated while the plans say 0.10 ac vegetated.

7. Is there any landscaping being proposed?

If you have any questions regarding these comments please call.

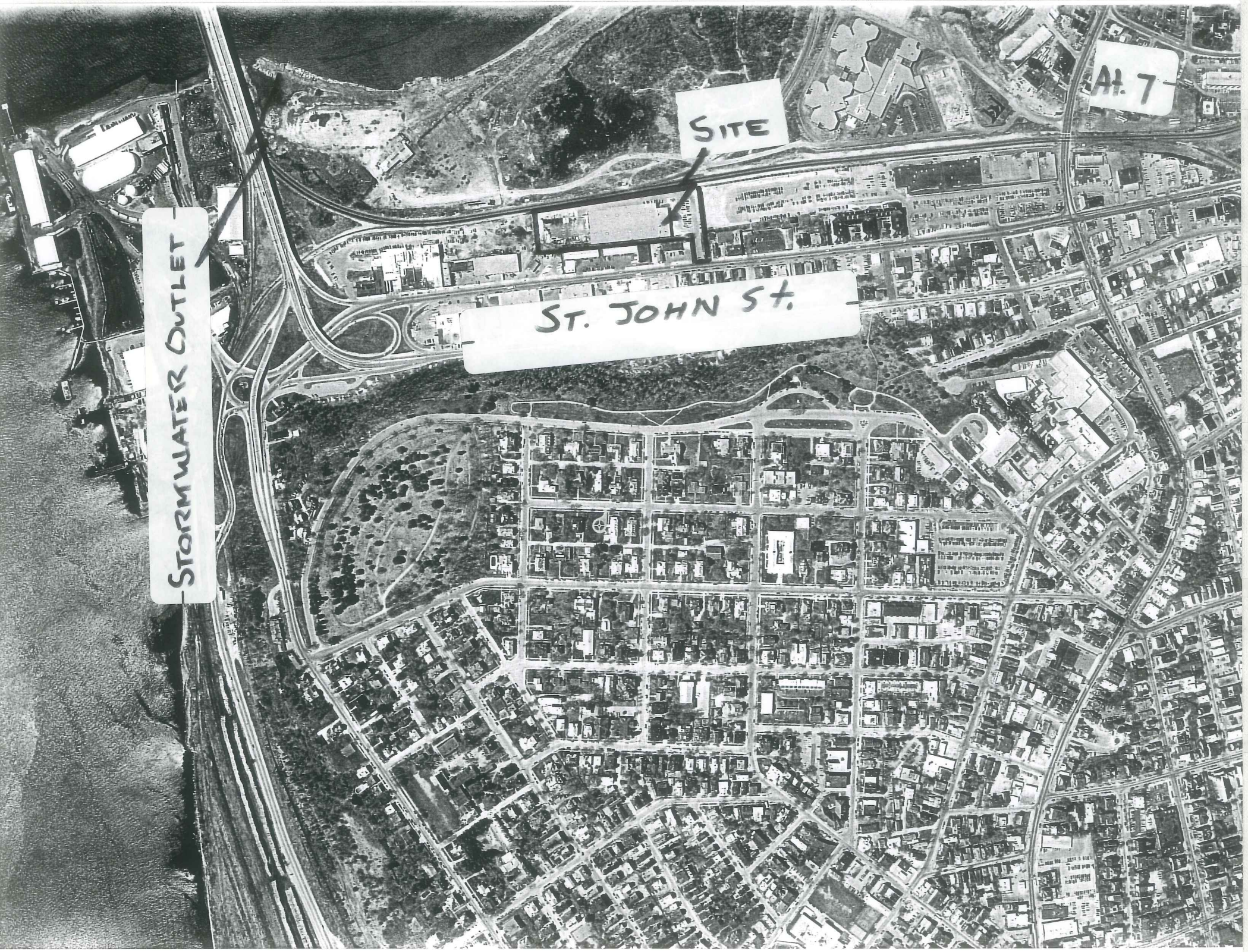
Steve Bushey Acting Development review Coordinator

AH 6.2

From: Anthony Lombardo
To: Sarah Hopkins
Date: Tue, Oct 24, 2000 8:33 AM
Subject: Redlon & Johnson....172-174 St. John St.....10/24/00

Sarah,
I've reviewed the plans and application dated 10/17/00 and offer following comments on behalf of Public Works:

1. On the existing conditions plan, the applicant does not identify the the outfall location of the existing catch basin located in the northeast portion of the property. The size and direction of the outfall pipe should be identified as well as inverts.
2. There are several easements that are discussed in the application packet, but are not clearly identified on any of the plans.
3. No abutting properties are identified on any of the plans.
4. It is not clear on the site plan what is proposed and what is existing based on the line weight used on the drawings.
5. Is any work proposed near the entrance at St. John Street ?


SITE
Rt. 7
ST. JOHN St.
STORMWATER OUTLET

AH 8.1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Land Quality Control
State House Station 17
Augusta, Maine 34333
Tel: (207) 287-2111

FOR DEP USE

#L- _____
Date Received _____

NOTIFICATION OF APPLICATION ACCEPTANCE
MUNICIPAL REVIEW OF DEVELOPMENT
(38 M.R.S.A. Section 489-A)

This form is to be used by a registered municipality to notify the Department upon the acceptance of an application for review pursuant to 38 M.R.S.A. Section 489-A. This form must be received by the Department within 14 days of acceptance of an application. The municipality must also submit one copy of the project application and one copy of the record of review and action.

If the application which is the subject of this notice should subsequently be amended during the review process, this form should also be used to submit notice to the Department of the amendment.

Municipality: Portland

Contact Person: William B. Needelman, Planner
Address/Phone: Planning Office, City Hall, 389 Congress Street, Portland ME 04101
(207)874-8722

Project Applicant: Redlon & Johnson Co.
Address/Phone: 172-174 St. John Street, Portland ME
(Agent: Alliance Construction, Ron Burt, 885-0855)

Title of Project: Redlon & Johnson Building Addition

Date Accepted as Complete by Municipality: 12-5-00

I. Type of Project for which permit is sought: (Check One)

_____ Subdivision as described in section 482, subsection 5 of more than 20 acres but less than 100 acres;

__X__ Structure as described in section 482, subsection 6, paragraph B, in excess of 3 acres but less than 7 acres;

_____ Excavation on more than 5 acres of land for borrow, topsoil, clay or silt, whether alone or in combination as described in section 482, subsection 2-B.

AH 8.2

II. Description of Project. (Include number of units or lots, parcel size, footprint, etc.)

The proposed development will add 10,734 sq. ft. to an existing 52,272 sq. ft. building. The site is an undivided 3.38 acre parcel with 2.91 acres of existing impervious area. Post development conditions anticipate 3.28 acres of impervious area. This site was undeveloped in 1985.

III. Submit as attachments to this form:

A. One copy of complete application filed with municipality (include site plans);

To be provided by the applicant's agent: Ron Burt
Alliance Construction
160 Pleasant Hill Road
Scarborough ME 04074

B. Identification of any outside review agents or consultants who will be performing reviews of any aspect of the application;

C. One copy of the legal notices served by the municipality.

NOTE: APPLICANT IS ADVISED TO REVIEW THE NATURAL RESOURCES PROTECTION ACT 38 M.R.S.A. SECTIONS 480-A 480-U (N.R.P.A.) TO ENSURE CONSISTENCY WITH THAT LAW. THE MUNICIPALITY'S DELEGATED REVIEW AUTHORITY PURSUANT TO 38 M.R.S.A. SECTION 489-A DOES NOT EXTEND TO THE N.R.P.A. IF AN N.R.P.A. PERMIT IS NECESSARY IT MUST BE OBTAINED FROM THE DEPARTMENT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

Town or City of: Portland Date: 12-7-00

By: William P. Needelman

Printed Name: William P. Needelman

Title: Planner

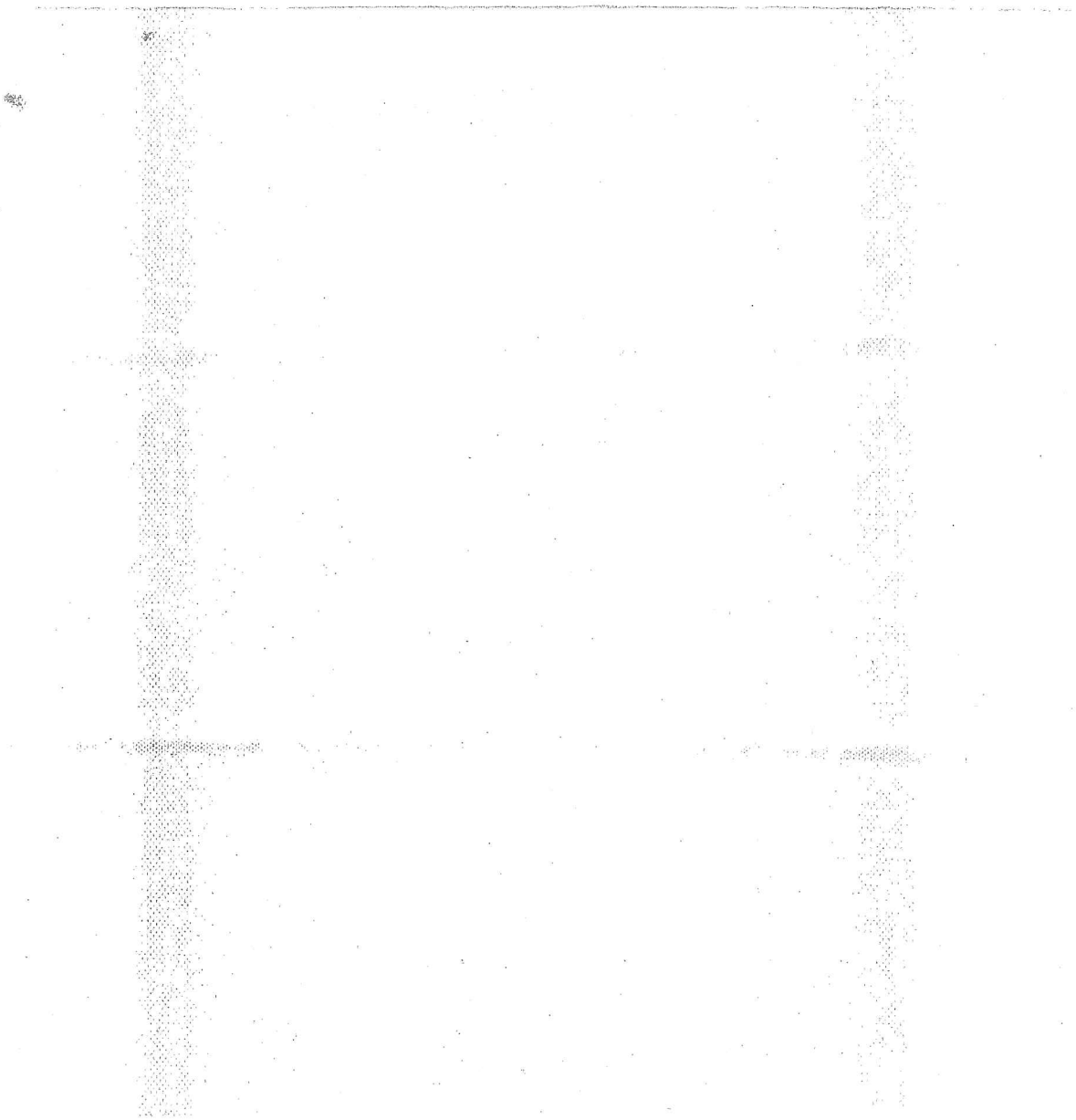
Att 8.3

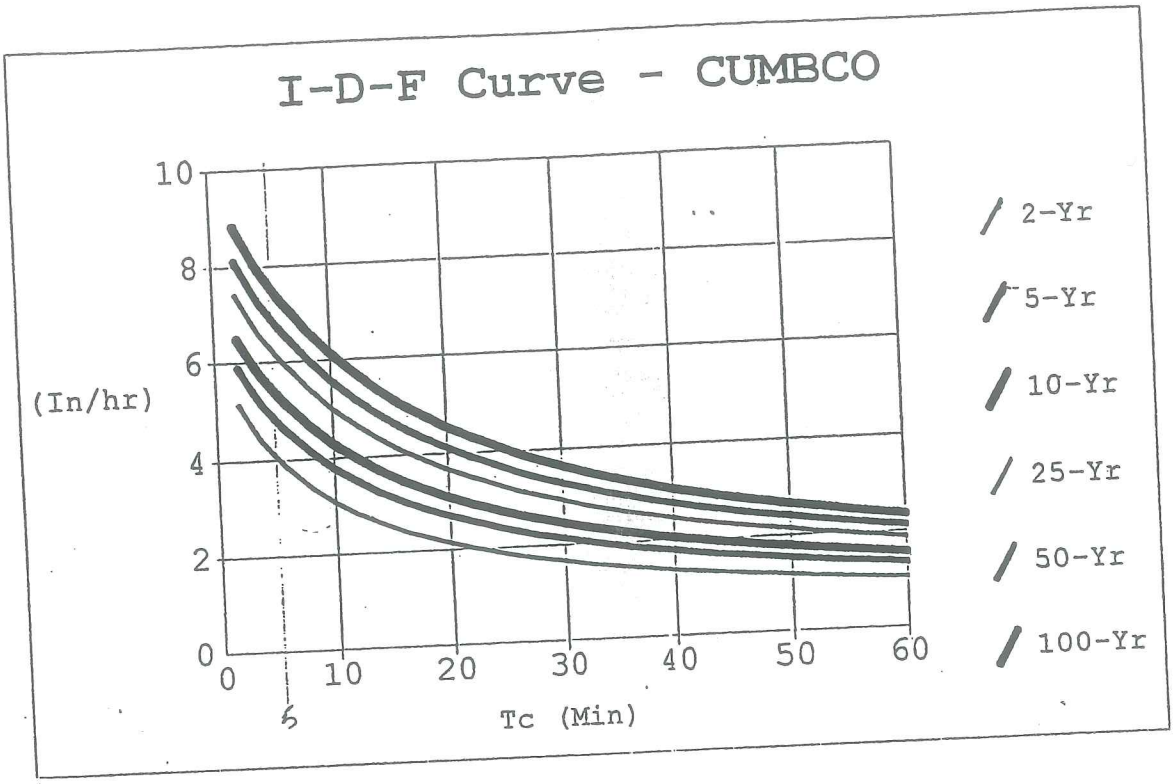
TO RESIDENTS AND PROPERTY OWNERS IN THE VICINITY OF
172-174 ST. JOHN STREET

On Tuesday, December 12, 2000, the Portland Planning Board will consider a plan by Redlon & Johnson Co. to construct a 10,734 square foot building addition to an exsiting wholesale faciltiy at 172-174 St. John Street. The site contains 3.38 acres and is zoned IMB. The proposal will be reviewed under the City Site Plan Code and for compliance with Maine DEP Site Location of Development standards under municipal delegated authority.

The meeting is a workshop session and is scheduled to begin at 3:30 p.m. in Room 209, City Hall, 389 Congress Street, Portland, Maine. The workshop is an opportunity for the applicant to present a plan to the Planning Board in an informal session, which is open to the public. Public comments are not generally received at the workshop meeting. If you wish to submit written comments on the proposal, please address your comments to Joseph E. Gray, Jr., Director of Planning and Urban Development, City Hall, 389 Congress Street, Portland, Maine 04101.

Alexander Jaegerman
Chief Planner




I-D-F Curve - CUMBCO
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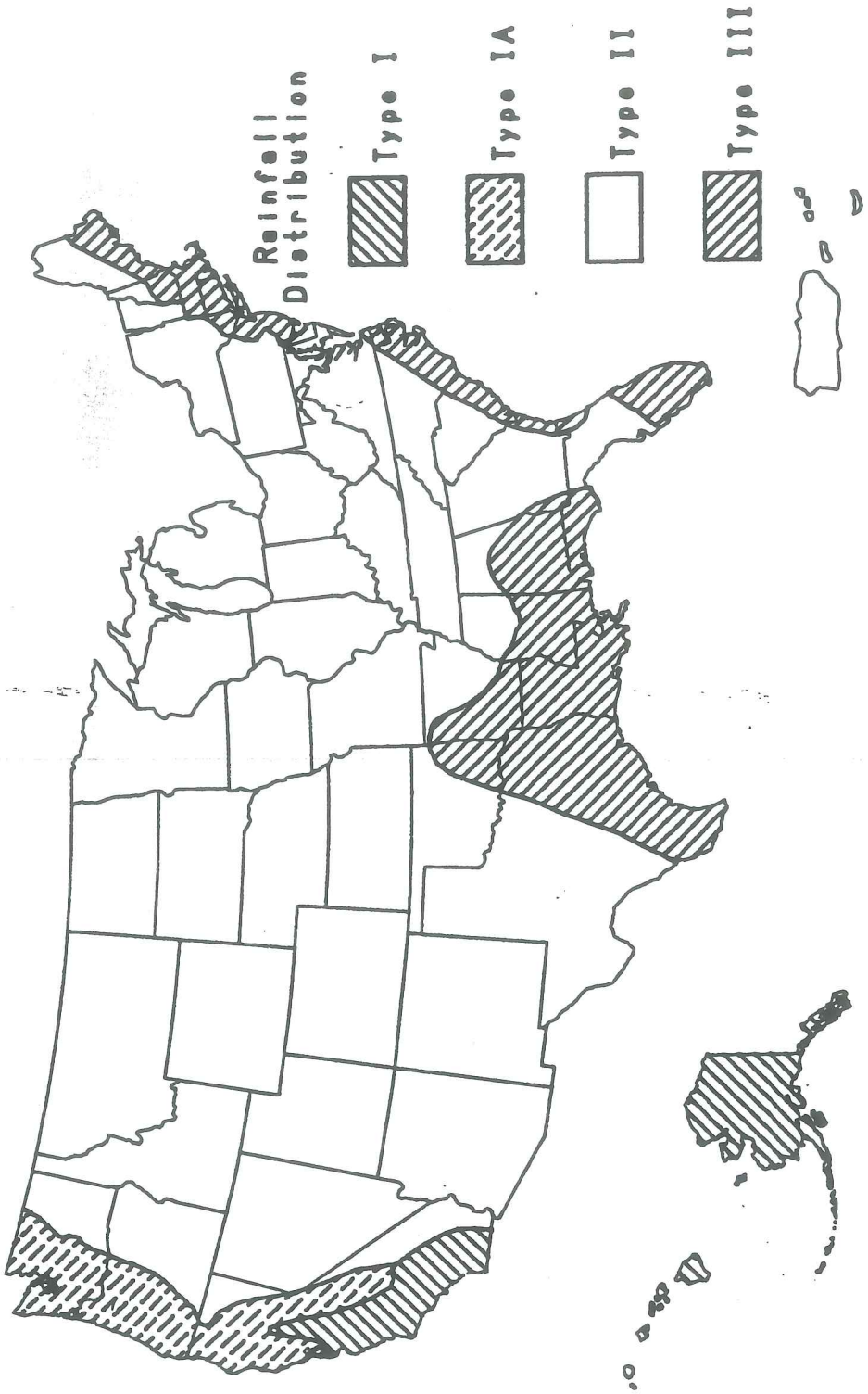


Figure B-2.--Approximate geographic boundaries for SCS rainfall distributions.

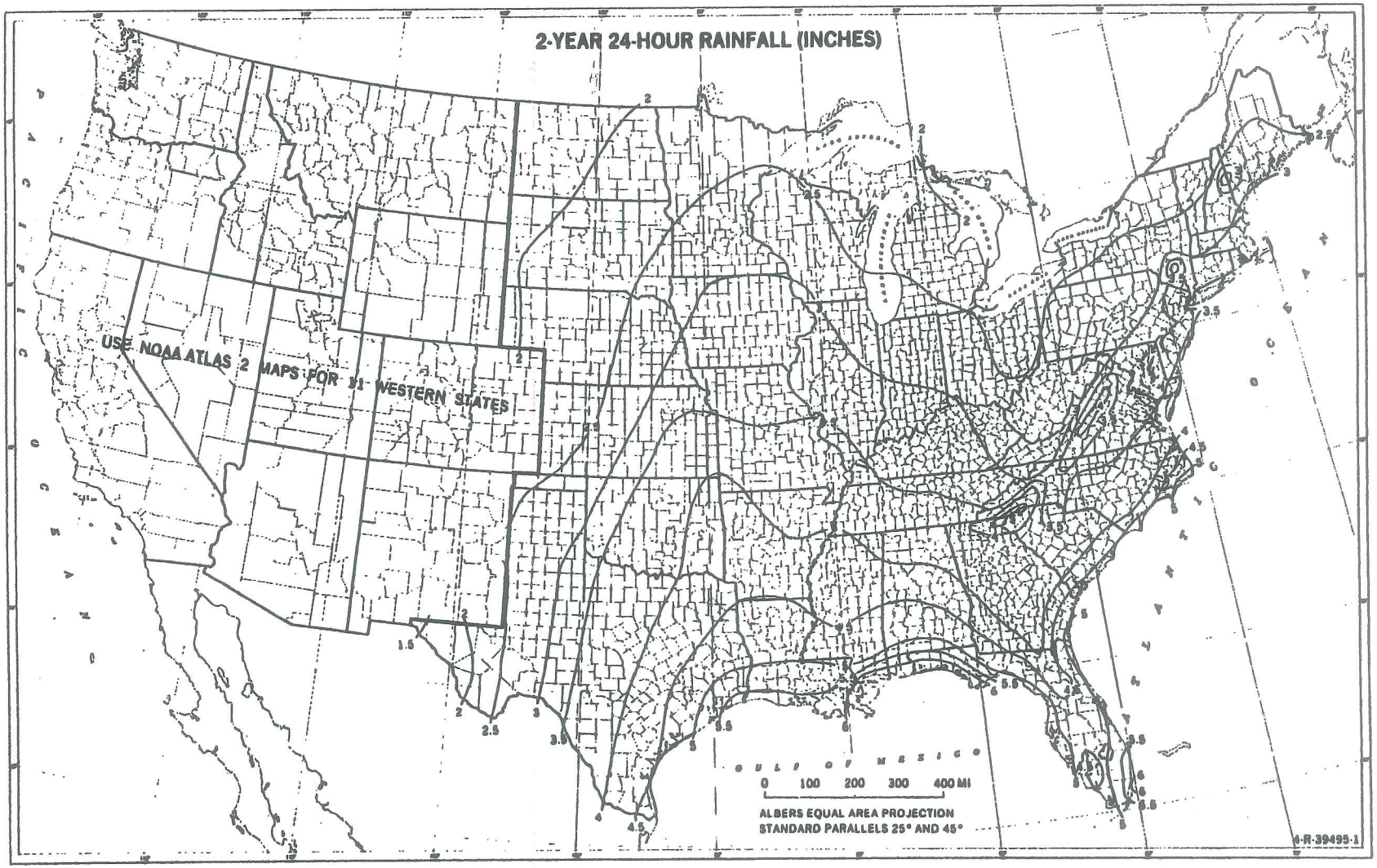


Figure B-3.—Two-year, 24-hour rainfall.

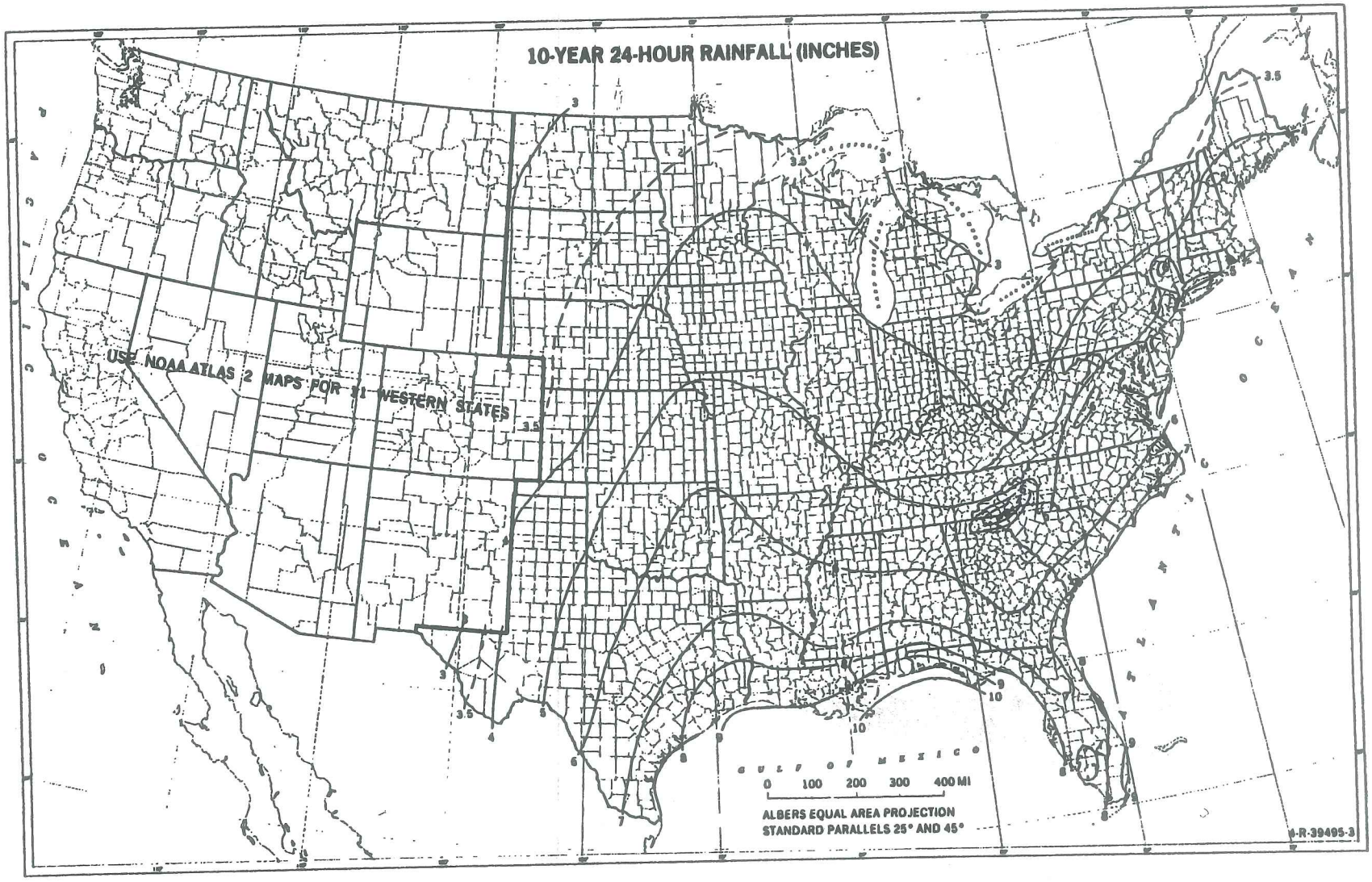


Figure B-5.—Ten-year, 24-hour rainfall.

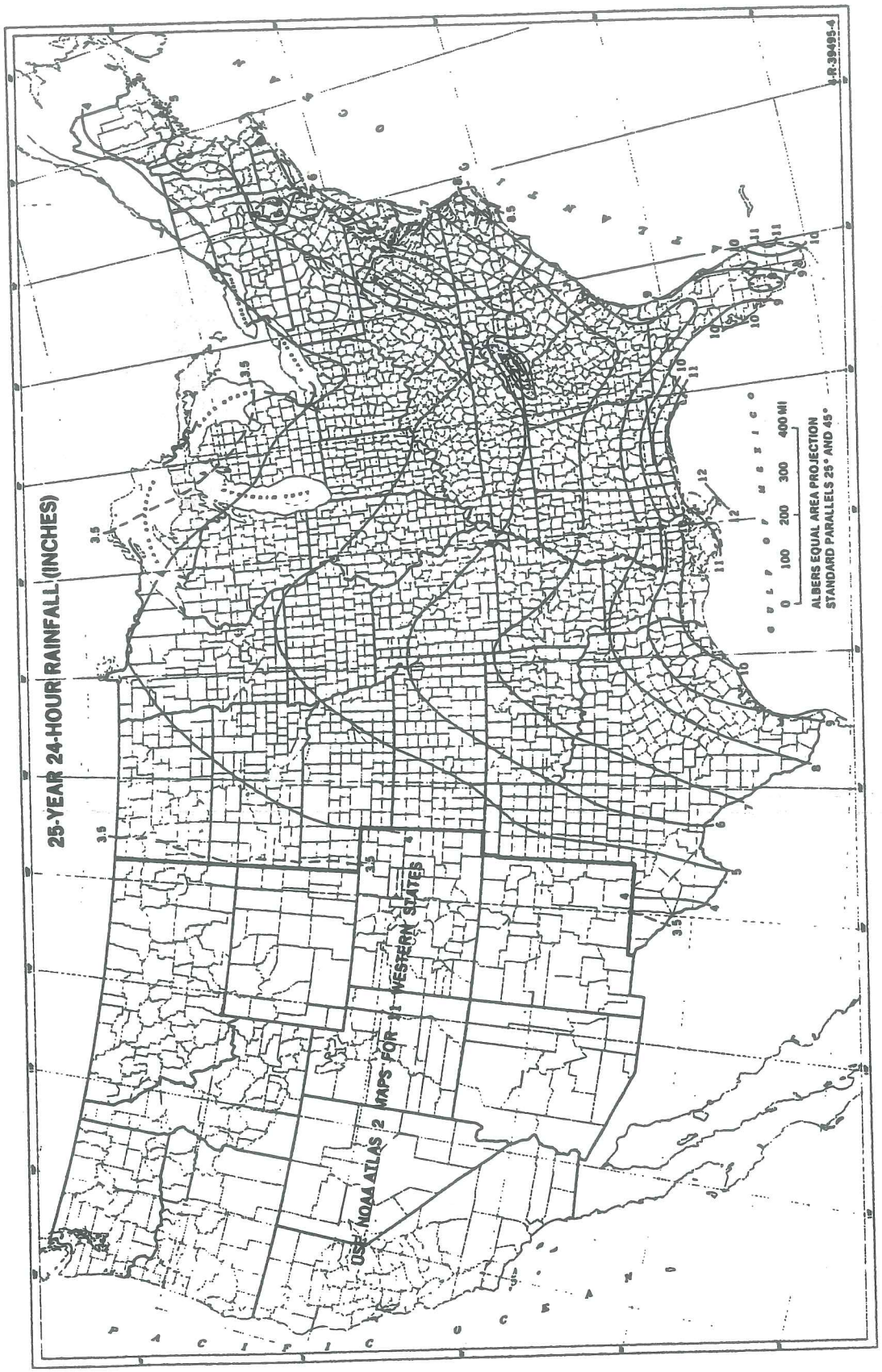


Figure B-6.—Twenty-five-year, 24-hour rainfall.

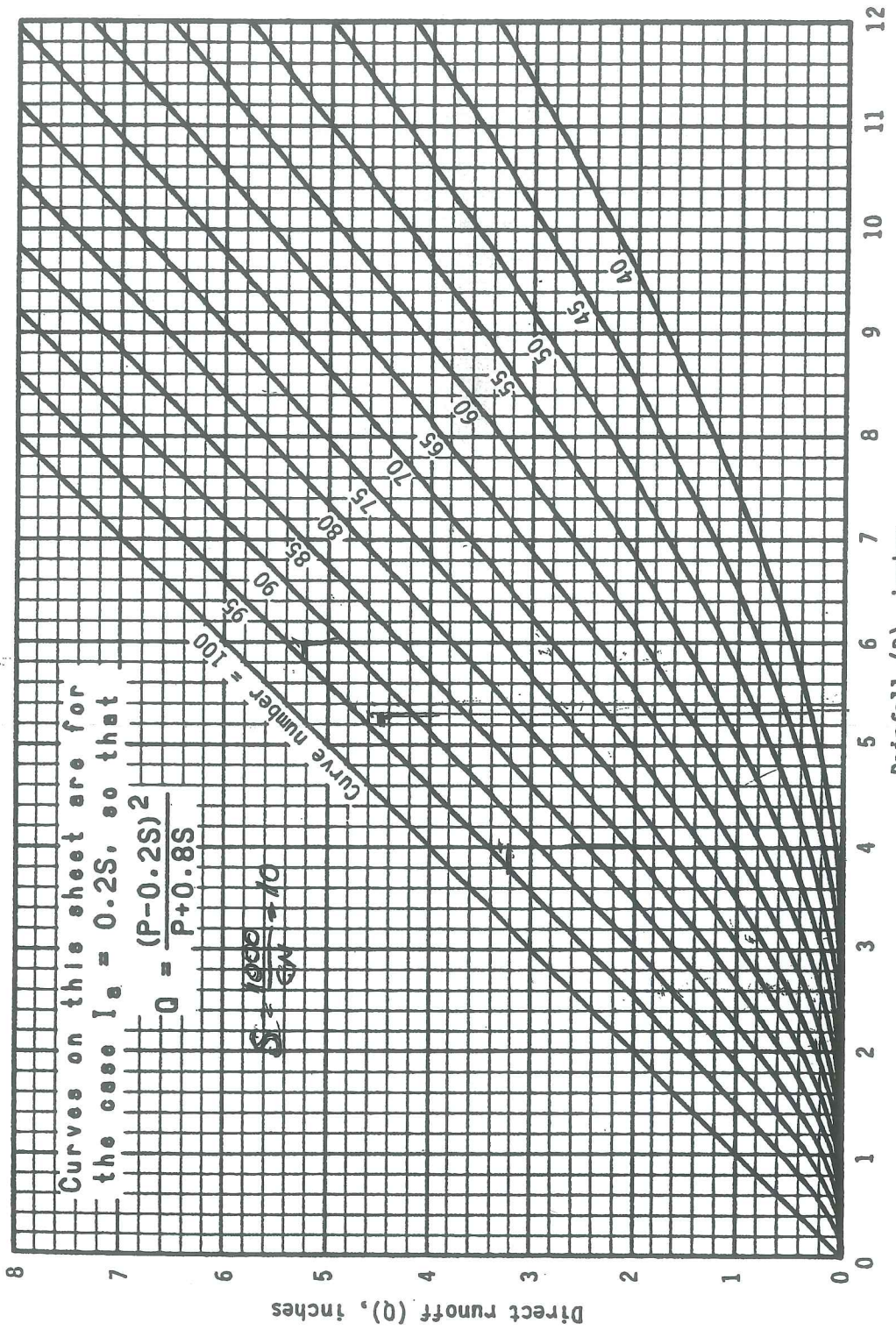


Figure 2-1.—Solution of runoff equation.

Development of composite flood hydrograph

This section describes the procedure for developing the peak discharge and selected discharge values of a composite flood hydrograph.

Selecting T_c and T_t

First, use worksheet 5a to develop a summary of basic watershed data by subarea. Then use worksheet 5b to develop a tabular hydrograph discharge summary; this summary displays the effect of individual subarea hydrographs as routed to the watershed point of interest. Use ΣT_t for each subarea as the total reach travel time from that subarea through the watershed to the point of interest. Compute the hydrograph coordinates for selected ΣT_t's using the appropriate sheets in exhibit 5. The flow at any time is

$$q = q_t A_m Q \qquad \text{[Eq. 5-1]}$$

where

q = hydrograph coordinate (cfs) at hydrograph time t;
q_t = tabular hydrograph unit discharge from exhibit 5 (csm/in);
A_m = drainage area of individual subarea (mi^2); and
Q = runoff (in).

Since the timing of peak discharge changes with T_c and T_t, interpolation of peak discharge for T_c and T_t values for use in exhibit 5 is not recommended. Interpolation may result in an estimate of peak discharge that would be invalid because it would be lower than either of the hydrographs. Therefore, round the actual values of T_c and T_t to values presented in exhibit 5. Perform this rounding so that the sum of the selected table values is close to the sum of actual T_c and T_t. An acceptable procedure is to select the results of one of three rounding operations:

1. Round T_c and T_t separately to the nearest table value and sum;
2. Round T_c down and T_t up to nearest table value and sum; and
3. Round T_c up and T_t down to nearest table value and sum.

From these three alternatives, choose the pair of rounded T_c and T_t values whose sum is closest to the sum of the actual T_c and T_t. If two rounding methods produce sums equally close to the actual sum, use the combination in which rounded T_c is closest to actual T_c. An illustration of the rounding procedure is as follows:

Table 5-1.—I_a values for runoff curve numbers

Curve number	I_a (in)	Curve number	I_a (in)
40	3.000	70	0.857
41	2.878	71	0.817
42	2.762	72	0.778
43	2.651	73	0.740
44	2.545	74	0.703
45	2.444	75	0.667
46	2.348	76	0.632
47	2.255	77	0.597
48	2.167	78	0.564
49	2.082	79	0.532
50	2.000	80	0.500
51	1.922	81	0.469
52	1.846	82	0.439
53	1.774	83	0.410
54	1.704	84	0.381
55	1.636	85	0.353
56	1.571	86	0.326
57	1.509	87	0.299
58	1.448	88	0.273
59	1.390	89	0.247
60	1.333	90	0.222
61	1.279	91	0.198
62	1.226	92	0.174
63	1.175	93	0.151
64	1.125	94	0.128
65	1.077	95	0.105
66	1.030	96	0.083
67	0.985	97	0.062
68	0.941	98	0.041
69	0.899		

Exhibit 5-III: Tabular hydrograph unit discharges (csm/in) for type III rainfall distribution

TRVL TIME (HR)	HYDROGRAPH TIME (HOURS)																														
	11.0	11.3	11.6	11.9	12.0	12.1	12.2	12.3	12.4	12.5	12.6	12.7	12.8	13.0	13.2	13.4	13.6	13.8	14.0	14.3	14.6	15.0	15.5	16.0	16.5	17.0	17.5	18.0	19.0	20.0	22.0	26.0
	IA/P = 0.10									* * * TC =0.1 HR * * *																		IA/P = 0.10		
C.0	29	38	57	172	241	425	662	531	345	265	191	130	101	83	68	62	58	54	50	44	41	37	32	27	23	21	19	16	14	13	11	0
.10	26	32	47	98	147	210	353	559	540	410	313	231	164	101	80	67	61	57	53	47	43	39	34	28	24	22	19	17	14	13	11	0
.20	25	31	44	86	127	182	296	471	517	446	357	273	200	117	86	70	63	58	54	48	44	39	34	29	24	22	20	17	14	13	11	0
.30	22	28	37	57	76	110	158	250	398	477	457	390	312	178	111	83	69	62	57	51	45	41	36	31	25	23	20	18	15	13	11	0
.40	21	27	35	53	68	96	137	213	336	430	448	410	345	210	128	90	72	64	58	52	46	41	36	31	26	23	20	18	15	13	11	0
.50	19	24	30	43	49	62	85	120	182	284	382	426	415	305	188	120	86	71	63	55	49	43	38	33	27	24	21	19	15	14	11	0
.75	17	22	27	37	41	49	62	84	120	181	258	327	375	353	264	177	120	88	72	59	52	45	39	34	29	25	22	20	15	14	11	0
1.0	13	17	22	27	30	33	37	43	52	66	91	131	190	315	358	307	220	149	104	72	60	50	43	37	32	27	23	21	16	14	12	0
1.5	9	11	14	18	19	21	23	25	27	29	33	37	44	70	134	229	304	318	269	172	106	68	52	44	38	33	28	24	19	15	12	2
2.0	6	8	10	13	14	15	16	17	19	20	22	24	26	32	45	73	130	207	271	292	216	121	68	51	43	37	32	27	21	16	13	6
2.5	3	4	6	8	9	10	10	11	12	13	14	16	17	20	23	29	38	57	97	189	271	244	136	75	53	44	38	33	24	19	14	9
3.0	1	2	4	5	6	6	7	8	8	9	10	11	12	14	16	19	23	28	38	74	146	256	226	131	74	53	44	37	27	21	14	10
	IA/P = 0.30									* * * TC =0.1 HR * * *																		IA/P = 0.30		
C.0	0	0	0	48	106	296	597	496	368	300	221	155	125	106	89	83	79	74	69	62	59	54	47	40	35	32	28	25	22	20	17	0
.10	0	0	0	35	82	225	473	488	408	336	260	190	147	113	94	85	80	75	70	63	59	54	48	40	35	32	29	25	22	20	17	0
.20	0	0	0	7	26	64	171	372	449	422	365	295	225	142	109	92	84	79	74	66	61	56	50	43	36	33	30	26	22	20	17	0
.30	0	0	0	5	19	49	130	291	397	414	381	323	258	161	118	96	86	80	75	68	62	57	50	43	37	33	30	27	22	20	17	0
.40	0	0	0	0	3	14	37	99	227	340	389	384	343	229	152	113	94	85	79	71	65	59	52	46	38	34	31	28	23	21	17	0
.50	0	0	0	0	2	10	28	75	177	286	355	374	354	256	170	123	99	87	80	73	66	60	53	46	39	35	31	28	23	21	18	0
.75	0	0	0	0	0	1	4	13	35	86	161	238	296	325	266	194	141	110	93	80	71	63	56	50	43	37	33	30	24	21	18	0
1.0	0	0	0	0	0	0	0	2	6	19	48	99	165	282	311	264	197	144	112	88	77	67	59	52	45	39	34	31	24	22	18	0
1.5	0	0	0	0	0	0	0	0	0	0	0	1	4	29	99	197	265	277	236	162	113	84	69	60	53	46	39	35	28	23	19	2
2.0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8	35	94	172	233	253	196	124	83	68	59	52	45	39	31	25	20	8
2.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	11	37	88	184	235	201	122	83	67	59	52	45	34	27	21	13
3.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	7	38	110	222	202	131	88	69	60	52	39	31	22	15
	IA/P = 0.50									* * * TC =0.1 HR * * *																		IA/P = 0.50		
0.0	0	0	0	0	0	107	226	282	258	209	155	130	123	107	97	95	91	87	82	78	74	69	61	52	47	43	39	35	32	29	25	0
.10	0	0	0	0	0	71	174	246	254	224	178	146	130	112	100	96	92	88	83	78	75	70	62	53	48	44	40	35	32	29	25	0
.20	0	0	0	0	0	0	48	132	208	239	229	195	162	127	109	99	95	91	87	80	77	72	65	56	49	45	41	36	32	30	25	0
.30	0	0	0	0	0	0	0	32	99	172	216	225	205	176	136	113	101	96	92	88	81	77	72	65	57	50	45	41	37	32	30	26	0
.40	0	0	0	0	0	0	0	0	21	73	139	191	213	208	164	131	111	100	95	91	85	79	74	68	60	51	47	43	38	33	30	26	0
.50	0	0	0	0	0	0	0	0	14	53	110	164	197	204	174	139	116	103	97	92	86	80	75	68	60	52	47	43	39	33	30	26	0
.75	0	0	0	0	0	0	0	0	5	22	54	96	137	166	180	159	134	115	103	96	89	83	77	70	63	54	48	44	40	33	31	26	0
1.0	0	0	0	0	0	0	0	0	0	0	2	10	29	60	132	175	169	146	124	109	97	89	81	74	67	59	52	47	43	34	31	27	0
1.5	0	0	0	0	0	0	0	0	0	0	0	0	0	2	17	58	112	150	159	148	122	104	91	81	74	67	59	51	46	38	32	28	1
2.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	20	54	98	133	149	133	108	90	80	73	66	58	51	42	34	29	7
2.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	12	35	87	131	141	111	92	81	74	66	59	46	38	30	18
3.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4	22	63	120	136	110	91	81	73	66	51	42	31	22
	RAINFALL TYPE = III									* * * TC = 0.1 HR * * *																		SHEET 1 OF 10		

SECTION 4.0

EXISTING CONDITIONS PLAN WITH DRAINAGE RUNOFF AREAS

SECTION 5.0

PROPOSED GRADING AND DRAINAGE PLAN WITH DRAINAGE RUNOFF AREAS

Planning & Urban Development

Joseph E. Gray Jr.
Director

CITY OF PORTLAND

Mr. Gary Van Luven, CFO
The Gage Co.
3000 Liberty Ave.
Pittsburgh, PA 15201

Re: 174-172 St john Street, Portland ME

Dear Mr. Van Luven:

The Planning Office is in receipt of a letter confirming the Redlon Johnson Company's permission to expand its facility at 172-174 St. John Street in Portland, ME. This evidence of development rights satisfies an outstanding condition of approval as voted by the City of Portland's Planning Board on January 9, 2001. Should you have any questions regarding the Planning Board approval, please contact the Planning Staff at 207-874-8719. Thank you.

Sincerely:

William B. Needelman, Senior Planner

Cc: Sarah Hopkins, DRSM
Alex Jaegerman, Chief Planner

BOULOS
PROPERTY
MANAGEMENT

One Canal Plaza
Portland, ME 04101
(207) 871-1290
Fax: (207) 772-2647
www.boulos.com

January 26, 2001

Mr. Bill Needleman, Senior Planner
Planning Department – 4th Floor
City Hall
389 Congress St.
Portland, ME 04101

RE: 172-174 St. John Street

Dear Bill:

I hope your move is progressing as smoothly as possible. Enclosed is a copy of the signed letter granting The Gage Company/Redlon Johnson consent to develop the premises. I thank you for your timely assistance with this matter.

Sincerely,

Rick Donald
Vice President

THE BOULOS COMPANY

One Canal Plaza
Portland, ME 04101
(207) 772-1333
Fax: (207) 871-1288
E-Mail: info@boulos.com
www.boulos.com

CCIM Individual Member

SIOR Individual Membership Specialist, Industrial and Office Real Estate

January 24, 2001

Mr. Gary Van Luven, CFO
The Gage Company
3000 Liberty Ave.
Pittsburg, PA 15201

RE: 172-174 St. John Street

Dear Gary:

Pursuant to Section 11 of your lease for the above referenced property, Westport Realty, LLC hereby grants it's consent for Tenant to improve the Building in accordance with the Plans and Specifications approved by the City of Portland's Planning Board in its meeting of January 9, 2001. Thank you.

WESTPORT REALTY, LLC

By: Joseph F. Boulos
Its: Sole Member

PLANNING REPORT #2-01

WAREHOUSE AND STORAGE EXPANSION

SITE PLAN AND SITE LOCATION OF DEVELOPMENT REVIEW

REDLON JOHNSON, APPLICANTS

Submitted to:

Portland Planning Board
Portland, Maine

January 9, 2001

I. INTRODUCTION

Redlon and Johnson Co. requests a workshop review for a proposed 10,734 square foot building addition to their existing plumbing supply facility at 172-174 St. John Street. The development will be an extension of their current use, providing better truck circulation and loading with additional interior storage. The applicant also proposes a pavement expansion over an existing exterior storage area adjacent to the building addition. This project is being reviewed for site plan review and Site Location of Development review under local delegated authority.

This project was developed in 1985 with a total of 2.9 acres of new impervious surface. The new addition and new paved exterior parking area will combine to create 3.28 acres of new impervious surface since 1985, thus qualifying the project for Site Location of Development review. As an industrial development of less than 20,000 square feet, this project would ordinarily be reviewed at the staff level, but due to the need for Site Location review, the applicant requests Planning Board review.

Title Issues:

The applicant has provided deeds showing evidence of ownership of the subject building, and a letter exercising an option to purchase the land. The option is referenced to a Ground Lease between the owner, Westport Realty, and the tenant, The Gage Co., but the lease document has not been provided. Planning staff has informed the applicant that sufficient evidence of development rights should be provided prior to Public Hearing. Planning Staff and Corporation Counsel recommend a condition of approval that the applicant provide a copy of the lease prior to issuance of the building permit.

A ground lease has been provided but has not yet been reviewed by corporation counsel

Site Description

The site contains approximately 3.38 acres of land adjacent to the Maine Central Rail Road right of way west of St. John Street. The subject parcel abuts commercial parking to the north (behind the former rail road office complex,) the railroad right-of-way to the west, the Century Tire complex to the south, and St. John Street commercial uses to the east. The land has 60 feet of frontage on St. John Street providing access to a private drive heading westerly to the existing Redlon and Johnson parking lot.

The site is dominated by the existing building; a 52,272 square foot industrial/storage building with a large wholesale show room. A 65-space customer and employee parking lot occupies the northerly end of the parking lot, which is connected to a partially paved exterior storage area at the southerly end of the site by a paved drive. The existing loading bays are located in the interior

of the building and present extreme difficulty to the drivers currently trying to access the loading platforms.

Project Description

The project proposes to construct a one-story metal building addition on the rear (south) end of the existing building. The area of the proposed addition is currently being used for exterior storage and it is proposed that some of the material that is currently being stored outside will, in the future, be stored in the addition. Three new loading bays will be incorporated in the addition, facilitating the loading and unloading of large trucks.

Building elevations are attached.

Zoning:

The IMB zone requires that paving must be set 10 feet back from property lines. The proposed pavement at the exterior storage had previously violated this provision, but the applicant has changed the plans to include a 10-foot buffer of crushed stone at the boundary. The crushed stone area will be used for exterior storage, and will continue to be considered as impervious surface.

II. SUMMARY OF FINDINGS

Lot Size:	3.38 acres+/-
Building Size:	52,272 square feet (existing) 10,734 square feet (proposed)
Zoning:	IMB
Parking:	64 spaces (existing, no additional spaces proposed)
New Impervious:	5,225 square feet (new pavement)
Existing Impervious:	52,272 square feet (building) 74,488 square feet (pavement) 126,760 square feet (total existing)
Post-Devel. Impervious:	131,985 square feet (total)

III. SITE PLAN REVIEW

Representatives from the Planning, Public Works, and Fire Departments have reviewed the plans. Comments from these departments are incorporated into the Planning Board Report.

1. Traffic/Circulation

Vehicle access to the site is provided via an existing access drive from Warren Avenue to customer parking in front of the building. Truck access is provided around the rear of the building to the exterior storage areas. Currently, trucks back into interior loading bays located mid-way on the westerly side of the building. Planning staff, while visiting the site, observed trucks having significant difficulty accessing the existing bays.

The new addition will include new loading bays, greatly improving truck circulation.

Pedestrian circulation is provided across the front of the parking area to the customer show room. St. John Street has recently been rebuilt, and sidewalks are in excellent condition.

The traffic engineer has reviewed the plans and finds that the access and circulation is satisfactory.

2. Bulk, Location, Height of Buildings

The addition will follow the roofline of the existing structure and is approximately 20 ft. high. Like the main structure, the addition is a metal-sided industrial building that is not anticipated to have negative impacts on neighboring properties.

3. Utilities, Easements, Solid Waste

The site will be served from existing utilities on-site.

The site is subject to a surface drainage easement for the benefit of St. John Realty Co. that runs along the westerly boundary of the site. The easement will not be impacted by the proposed development.

Solid waste is handled with existing dumpsters which, according to the applicant, are to be stored in side.

4. Landscaping

The applicant's plan shows no additional landscaping.

5. Stormwater/Wetlands

The site is largely flat and currently drains southerly through an existing underground system which eventually outlets off-site into the Fore River. The system starts as a 12-inch pipe at the easterly edge of the customer parking area. The pipe flows down to the westerly truck access drive with a series of catch basins, turning southerly, eventually exiting the site and continuing to the separated City system which outfalls to the Fore River near the Veteran's Bridge. The pipe increases in size as the system flows southerly, starting as a 12-inch pipe at the parking area, and exiting the site as a 27- inch pipe. The oversized nature of the system provides detention, since, according to the applicant, the outlet orifice reduces to an 18-inch diameter, thus restricting flow. Very little additional stormwater will be generated by the proposed addition and paving, and no existing stormwater problems are apparent. Currently, no stormwater treatment is provided.

The applicant proposes to add a new catch basin near the addition, and will be outfitted with a gas hood. Additionally, in response to Planning Staff concerns for increased storm water treatment, the applicant has added "tee" outlets to the existing catch basins in the customer parking area to catch floatables and provide some TSS removal. See up-dated Stormwater Quality Report, Attachment #9. Planning Staff and DRC, Steve Bushy have concerns that more storm water treatment should be provided. See DRC memo dated January 5, 2001, Attachment #12. Please Refer to

The applicant bases their use of the modified catch basin approach for storm water treatment on (1) the fact that no quantified TSS removal rate is specified under the ordinance; and (2) the fact that the DEP no longer gives the Vortech-type structures a quantified rate of removal. Planning Staff recommends a higher level of stormwater treatment based on (1) the fact that both local and state standards require "no adverse impact" as part of larger scale development- regardless of Chapter 500 guidelines; and (2) the fact that, according to the DRC, the Vortech-type structures will provide greater treatment levels over the modified catch basin design.

The Board will need to determine if the modified catch basin treatment method satisfies the Site Plan Standards and the Site location of Development Standards. See the Site Location Review section below.

6. Lighting

The parking area has two large steel light poles with box-type cut-off fixtures and the building has typical non cut-off wall-mounted fixtures. No lighting information has been provided for the area of new construction. Staff suggests a condition of approval that a lighting plan for the addition area be provided.

The applicant has supplied a cutoff fixture proposal that satisfactorally addresses Staff concerns.

7. Fire Safety

Fire Safety has reviewed the development proposal and finds the design acceptable.

8. Industrial Development

The proposed low impact industrial development will not create any adverse environmental consequences, including any substantial diminution to the value or utility of neighboring structures.

9. Environmental Impact

Since the last workshop on this project, the applicant has submitted supporting information regarding stormwater treatment. See the Storm Water Section Above and the Site Location of Development Section below.

IV. SITE LOCATION OF DEVELOPMENT REVIEW

The existing building and paved areas were developed in 1985, resulting in +/-2.9 acres of new impervious surface. The new development, which adds 5,225 square feet of new pavement and crushed gravel, pushes the site over 3 acres of impervious surface, thus qualifying the site for Site Location of Development review. DEP project manager, Alex Wong has provided a letter, which approves delegated authority for this project; but additionally, suggests that the applicant provide greater TSS removal. See Attachment #11.

Although, additional parking is not proposed with this development, planning staff is requesting that the applicant be required to install a stormwater treatment structure to treat the stormwater currently exiting the existing parking area. While Site Location regulations do not require a quantified reduction of TSS for facilities which outlet into the Fore River (a coastal wetland, not designated as at-risk,) planning staff bases the request for stormwater treatment on the City's technical standards for stormwater management –treatment for parking areas over 25 spaces- and Site Plan Standard #20 – no adverse environmental impact. Additionally, local Site Location of Development Standards includes a no adverse environmental impact clause- comparable to Site Plan Standard #20.

DRC, Steve Bushy, has reviewed the latest storm water submittal and suggests that the Board require a Vortech-type structure. See DRC memo and suggested condition of approval.

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and information submitted by the applicant and on the basis of information contained in Planning Report #2-01, the Planning Board finds:

- That the site plan is in conformance with the Site Plan Ordinance of the Land Use Code; subject to the following conditions of approval:

  1. That the ~~applicant submit a current land lease or other proof of right, title, or interest for~~ ground lease w/option to purchase Corporation Counsel's review and approval; and

  ~~That the applicant submit a lighting plan for the proposed addition area for Planning Staff Review and approval; and,~~

- That the plan is in conformance with the Standards for Local Site Location of Development Review; subject to the following conditions of approval:

  That the applicant provides a revised stormwater management plan for the DRC's review and approval. The revised plan shall show a Vortech-type treatment structure and address concerns outlined in the attached DRC memo dated January 5, 2001.

Attachments:

1. Written Statements
2. Utility capacity letters
3. Storm Water Information
4. Letter of Financial Capacity
5. Deed Information
6. Engineering review
7. Aerial Photo
8. DEP Notice
9. Revised stormwater quality report
10. Updated title information
11. DEP letter
12. DRC Memo, dated January 5, 2001
13. Standards for Local Ste Location of Development Review
14. Plans

Att 1.1

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

10 October 2000

Sara Hopkins, Development Resource Services Manager
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: Redlon & Johnson
172-174 St. John Street
Portland, Maine

Dear Mrs. Hopkins:

We reference section 14-525 of the Portland Code with the following:

(b,3,c) Written Statements:
The cost of the development is currently estimated to be approximately $450,000.
Applicant: Redlon & Johnson
172-174 St. John Street
Portland, Maine
(207) 773-4755

(b,3,c,1) The proposed project will consist of a 10,734 SF building addition. This addition is an extension to, and increase of existing material storage/handling space. This project is not intended to increase employment or office space (with associated facilities).

(b,3,c,2) The current site, bounded on the east by St. John Street & properties 3978/237, 3361/335, 3496/311, 6145/462, 6374/221; on the south by properties 8192/198; on the west by Maine Central Railroad; on the north by Maine Central Railroad & properties 4595/110 is 147,233 square feet in size. The proposed buildings structure will use 10,734 SF of the available land area.

(b,3,c,3) There are four easements affecting this property. (1) Easement to Central Maine Power Co. and New England Telephone and Telegraph Co., (2) Drainage Maintenance Agreement, (3) Reserved Access Easement, (4) Storm Water Drainage Easement. None of the above easement will be encroached upon or effected. This proposed project requires no future easements.

(b,3,c,4) This project is an expansion of storage area and is not expected to increase solid waste volume. Presently this facility uses two 8x6 dumpsters that are moved into the build the day before trash removal. The dumpsters are returned to their final position before trash removal. The dumpsters will be located near the new gate to the storage yard. Since the dumpsters are being constantly moved from

position to position and are located to the rear of the complex, they are not screened off.

(b,3,c,5) Evidence of off – site utilities is indicated by the letters submitted, under Tab #1 of this binder.

(b,3,c,6) Stormwater is currently being drained by sheet flow to several on-site catch basins. Please refer to proposed site plan for planned stormwater management. A Stormwater Management Report, by Alliance Construction, prepared by Paul R. LaRochelle, P.E., under Tab #2.

(b,3,c,7) Construction is planned for a early-November 2000 start and a March 2001 completion. We anticipate that the foundation will be re-enforced concrete footings & foundation walls with a slab on grade. The building structure will be a pre-engineered metal building with a rigid steel super structure, metal panel siding and a standing seam metal roof.
Erosion control devices will be installed prior to any construction work, and will be maintained throughout the construction duration.

(b,3,c,8) We do not anticipate that any state or federal agency approvals would be required for this project. The only approvals that this project should require are at the local level and the state Fire Marshall.

(b,3,c,9) Evidence of financial capacity is attached, under Tab #3.

Construction and design services are being provided by Alliance Construction, Inc., under the direction of Gary R. Guerette, P.E., Vice President of Design-Build Services.

(b,3,c,10) Evidence of the applicant's right, title, or interest to the project is enclosed behind Tab # 4.

(b,3,c,11) There are no known unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site.

There is no traffic study required for this project. This proposed project does not increase traffic into or out of the property. This project's only purpose is to increase the amount of enclosed/covered storage capacity.

Sincerely,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

Alliance
CONSTRUCTION
INCORPORATED

AH 1.3

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

November 8, 2000

William B. Needelman, Planner
City of Portland, Planning Departtment
389 Congress Street
Portland, Maine 04101
(207) 874-8722

Re.: Redlon & Johnson
172-174 St. John Street

# of pages including this sheet: 7 Plus 3 sets of Site Drawing

Dear Mr. Needelman:

This letter is to follow up and response to the engineering comments made by Anthony Lombardo. In the correspondence I received from your office there are 5 outstanding questions at this time that prevents further site plan review. It is my hope that this letter and the attached drawings will resolve these questions and allow the review process to continue and be completed in the near future.

The first question asked about the outfall location of the existing catch basin, etc. I have attached drawing "Title Survey" sheet 1 of 1 (dated 2/7/86). This drawing shows the information in questions. The second question asked about the easements. Please see drawing titled "Land Title Survey" (dated 12/3/93) and documentation of listed easements 3b & 3c. The third questions asked about identifying abutting properties, please see the attached drawing "Standard Boundary Survey" (dated 6/12/96) for this information. The fourth questions comments on the new and old building are indistinguishable. We have revised drawing C-2 providing a box around the new construction with the comment "Limit of work". The fifth and final remark is responded with both revised drawing C-2 and the verbiage that no construction will take place at or near the property entrance on St. John Street.

Hopefully all of the attached information is what you need to continue the site review process for this project. Thank you for all your help and effort on our behalf with this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Ronald S. Burt

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file

Att 2.1

Department of Public Works

William J. Bray
Director

CITY OF PORTLAND

3 October 2000

RECEIVED
OCT - 5 2000
ALLIANCE CONSTRUCTION, INC.

Mr. Ronald G. Burt,
Design-Build Project Coordinator,
Alliance Construction, Incorporated,
160 Pleasant Hill Road,
Scarborough, Maine 04074

RE: The Capacity to Handle Wastewater Flows, from the Proposed Addition to the Redlon &Johnson Facility, 172-174 St. John Street.

Dear Mr. Burt:

The existing ten-inch diameter concrete sanitary sewer pipe located in St. John Street has adequate capacity to transport the anticipated wastewater flows of zero GPD, from your proposed addition to the Redlon & Johnson facility. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of zero GPD, from your proposed expansion of the Redlon & Johnson facility.

Anticipated Wastewater Flows from the Proposed Warehouse Expansion	
Proposed .28 Acre Warehouse Expansion	= 0 GPD
Total Proposed Increase in Wastewater Flows for this Project	**= 0 GPD**

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and the Maine D.E.P., requires C.S.O. abatement, as well as stormwater mitigation, in order to offset any increase in sanitary flows, from all projects.

If I can be of further assistance, please call me at 874-8832.

Sincerely,
CITY OF PORTLAND

Frank Brancely

Frank J Brancely, B.A., and M.A.
Senior Engineering Technician

FJB

cc: Joseph E. Gray, Director, Department of Planning, and Urban Development, City of Portland
William Needleman, Planner, Department of Planning, and Urban Development, City of Portland
Katherine A. Staples, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Anthony W. Lombardo, P.E., Project Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Desk file

O:\Engshare\CSO\172 St. John St.Doc

A42.

Troy F. McDonald
Right-of-Way Specialist

verizon

Verizon Maine
5 Davis Farm Road
Portland, ME 04103

Phone 207.797.1785
Fax 207.797.1098
troy.f.mcdonald@verizon.com

October 10, 2000

Ron Burt
Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

RE: *Adequate Facilities – Proposed Expansion to Redlon & Johnson, St. John Street, Portland, Maine*

Dear Mr. Burt:

In accordance with your recent request please be advised that our engineering department has reviewed the facility records for the proposed expansion of the Redlon & Johnson facility located on St. John Street in Portland.

Based upon their findings we have adequate facilities to provide for present and future requirements utilizing the very latest in telecommunications technology.

If you have any questions, do not hesitate to call. You can reach me at (207) 797-1785.

Sincerely,

Troy F. McDonald
Right-of-Way Specialist

Att 2.3

TIME WARNER CABLE

RECEIVED
SEP 27
ALLIANCE CONSTRUCTION, INC.

Ron Bert
Alliance Construction
160 Pleasant Hill Rd
Scarborough, ME 04074

Dear Ron,

This letter is to inform you that 172 Saint John St in Portland has existing service with Time Warner Entertainment and will be able to service the addition to the building if requested.

Sincerely,

Debra Paiement

Debra Paiement
Supervisor of Coordination and Design

172.4

Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-355

(207) 774-596
FAX (207) 761-83
www.pwd.c

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Mr. Ron Burt
Alliance Construction, Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

Re: 172-174 St. John Street Expansion, Portland

Dear Ron:

The Portland Water District has a 16" water main in St. John Street, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 86 psi; residual pressure 73 psi; with a flow of 1434 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands.

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

AH2.5

Central Maine Power, Customer Service Center
162 Canco Road, Portland, Maine 04103
1-800-750-4000

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074
Attn: Ron Burt

Subject: 172-174 St. John Street, Portland
Ridlon & Johnson Building

Dear Ron:

This letter is to advise that Central Maine Power Company has sufficient three phase electrical capacity in the area to serve the subject project.

When plans are available, please forward them to me so that I can coordinate our utilities with your project.

If you should have any questions, please feel free to call me at 791-8025.

Sincerely,

Gary Crabtree
Energy Services Advisor

GC/rr

A+2.6

Northern Utilities, Inc.

September 22, 2000

Mr. Ron Burt
Alliance Construction
Via fax 207-885-0846

RE: Ability to Serve Proposed Addition to Redlon & Johnson, 172-174 St. John St., Portland, ME

Dear Ron:

Northern Utilities Natural Gas has adequate capacity to serve the gas load requirements for the above referenced project.

Please have the total new connected gas load sent to my attention when the information becomes available.

Thank you for inquiring about gas service. If you have any questions please feel free to call me directly at 797-8002 or 1-800-924-8002.

Sincerely,

NORTHERN UTILITIES

Bill Howard
Sales Representative

325 West Road P.O. Box 508 Portsmouth, NH 03802-0508 603-436-0310 Fax: 603-436-9473
1075 Forest Avenue P.O. Box 3586 Portland, ME 04104-3586 207-797-8002 Fax: 207-878-3598
A subsidiary of Bay State Gas Company

AH 3.1

STORM WATER MANAGEMENT REPORT

For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

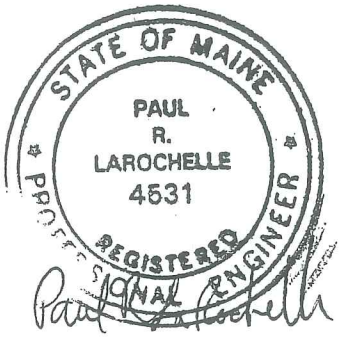
Prepared For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

Prepared By

Alliance
CONSTRUCTION
INCORPORATED

160 Pleasant Hill Road
Scarborough, Maine 04074
Tel. (207) 885-0855 Fax (207) 885-0846



September 12, 2000

AH 3.2

TABLE OF CONTENTS

A+3.3

A. Narrative

1. *Objective*

The objective of this report is to evaluate the impact of the proposed building expansion with respect to on-site and off-site stormwater runoff. A comparison of the pre-development stormwater runoff, to the post-development stormwater runoff is made. This report includes:

- supporting calculations;
- tables and charts utilized for the predevelopment and post-development stormwater runoff analysis;
- the proposed stormwater management system design; and
- calculations which support the design of the stormwater drainage system proposed for this development.

2. *Project Description*

The proposed development is located at 172-174 St. John Street. The site consists of approximately 3.38 acres of land. The proposed Site Plan includes expanded warehousing facilities totaling 0.28 of an acre of building footprint. Other associated improvements include a retaining wall for the back wall of the warehouse expansion.

3. *Existing Drainage Conditions*

The existing drainage runoff (3.38 acres) flows into the on-site existing catch basins and existing storm water piping. The runoff is collected by the existing storm system on site. There is a drainage system existing on the site. Refer to the Pre-development (Existing Conditions Plan).

The peak drainage runoff rated for this site, for the pre-development conditions, is based on:

- Runoff rates for the existing soil type is irrelevant since the entire area is impervious;
- Drainage runoff contributory areas;
- Type and condition of ground coverage is impervious pre-and post-development;
- Intensity-frequency-duration curves for Portland, Maine;

- Time of concentration for each drainage sub-area (it is assumed that the minimum time of concentration is five minutes for all points within the watershed to make it's way to the point of collection) and;
- Size of each drainage sub-catchment area within the watershed.

The pre-development peak flow is analyzed for the site under existing conditions, so these peaks can be compared with the calculated peak rates for the post-development conditions. All analysis is performed using the United States Department of Agriculture – Soil Conservation Service (USDA SCS), Type III, 24-hour storm distribution, for the design year storms 2, 10 and 25.

4. Proposed Drainage Conditions

The stormwater runoff from the proposed development will be collected in a closed drainage system. The system will have catch basins with Casco traps outflowing to the stormwater pipe system.

5. Stormwater Runoff

Methodology

This analysis evaluates the impact of the proposed development with respect to the predevelopment and post-development stormwater runoff. Comparison of the predevelopment stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to reduce the effects of increased stormwater runoff from the proposed development. The predevelopment and post-development stormwater runoff rates for the project site are determined for the 24-hour USDA-SCS, Type III rainfall distribution for the 2, 10 and 25-Year Storms.

Stormwater runoff analysis is based on the USDA-SCS methods as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Interior storm drainage design is based on the Rational Method.

Peak discharge hydrographs for the overall project site were calculated for the predevelopment and post-development conditions. Runoff curve numbers were determined for the land use. This was done for the pre- and post-development conditions. The time of concentration for the pre- and post-development conditions were determined based on current land use and topography. A five minute minimum time of concentration was assumed for design purposes. This represents a minimum "worst case" situation. Since the runoff would be directed to storm inlets and concentrated in a closed drainage system with a short hydraulic length and since each catchment area is relatively small in extent this assumption is reasonable.

The coefficient of runoff for each area used is based on land use. The project site is one storm drainage system catchment area. The storm collection system piping is to remain

the same size but relocated to accommodate the new addition. The new catch basin is then routed to the existing drainage pipe. The hydrograph at the point of discharge is then compared with the pre-development peak runoff.

6. Summary

The results of the detailed analysis and comparison of the pre-development and post-development runoff for the site drainage is as follows:

Table 1: Site Analysis: Pre & Post-Development Peak Rates of Runoff

Design Storm Frequency	2-Year	10-Year	25-Year
Pre-development Conditions:			
On-Site Drainage (3.38 acres)	11.2 cfs	15.7 cfs	18.2 cfs
Post-development Conditions:			
On-Site Drainage (3.38 acres)	11.5 cfs	16.1 cfs	18.5 cfs
Post-development Change			
On-Site Drainage	+0.3 cfs	+0.4 cfs	+0.3 cfs

B. Hydrologic Site Analysis – Drainage & Detention System Design

1. Drainage Analysis Basis

The stormwater runoff analysis is based on the United States Department of Agriculture – Soil Conservation Service (USDA-SCS) methodology, as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Detailed discharge hydrographs for the 2, 10, & 25 Year Storm Frequency are provided.

2. Watershed/Drainage Area Data (Project Site)

Total Site Drainage Area:	3.38 acres.
Storm Distribution	SCS 24-hour, Type III.
Return Period / Precipitation:	2-Year (4.0")
	10-Year (5.3")
	25-Year (6.0")

3. Stormwater Management

The stormwater management plan goal is to maintain the post-development runoff to pre-development flow rated and to improve drainage runoff water quality. Drainage runoff has been slightly increased by the proposed design. Drainage quality will be improved due to a more stabile surface material.

- Drainage runoff directed on-site has been increased. The increased runoff will be collected by on-site catch basins. In the pre-development state approximately 3.38 acres drained towards the closed drainage system located within the property. In the post-development state this area has been maintained 3.38 acres. The proposed run-off area drains into existing catch basins as before.

- Drainage runoff from the improved site is directed overland to the existing catch basins. The new roof drain is tied directly into the closed system. This system of storm water management improves the quality of the water leaving the site by directing it from the roof directly into the system. This reduces the area of street generated contaminants.

Erosion Control Measures

1. *Introduction*

The proposed project consists of approximately 38,300 square feet of land. The proposed site will consist of existing warehouse and office space with an expanded warehouse addition. Other associated improvements to this site include modifications to the semi-truck maneuvering area and reduction in outside storage area.

Best Management Practices for erosion control and site stabilization during construction will be employed on the site to minimize soil erosion and to protect the adjacent areas from impacts associated with the proposed development during and after construction. The use of erosion and sediment control silt fencing around the perimeter of the proposed work area will ensure on-site containment and control of any sediment from disturbed areas.

Additionally at inlets to the proposed storm drainage system, the use of a combination system will be utilized. This system will consist of placing filter fabric under the inlet grating of catch basins and continuing the fabric up and over the remainder of the inlet area of the basin; then a layer of crushed stone will be placed on top of the filter fabric. This filtration system will filter most sediment laden runoff and also secure the filter fabric in place, during construction.

2. *Proposed Stabilization/Treatment*

The proposed project will utilize both temporary and permanent erosion control and treatment measures for control of stormwater runoff. Temporary erosion control measures such as silt fence, hay bales and mulch will be used during the construction of the project to minimize intrusion of soil erosion and remain in place until permanent stabilization is accomplished. Other measures for sedimentation and erosion control as well as water quality protection will include provisions for sumps in all catch basins and storm water detention structures. Also, the catch basin collectors will be installed with Casco traps to reduce floating residue and sediment.

3. *Stormwater Runoff Treatment*

The design of the project incorporates the use of catch basin sumps and oil/gas hoods on the outlets of the drainage system. These treatment measures will add to the efficiency of catch basins in the removal of pollutants associated with stormwater flows from the paved areas.

Att. 3.8

SECTION 1.0

EXISTING RUNOFF

A4-3.9

PRL 9/12/08

DRAINAGE CALCULATIONS FOR: REDLON JOHNSON

172-174 ST. JOHN STREET – PORTLAND, ME

PRE-DEVELOPMENT ~~AREAS~~

TO CATCH ~~BASIN~~'S (ON SITE):

BUILDING: 1.20 AC

PAVING: 1.71 AC

VEGETATED: 0.47 AC

~~TOTAL~~: 3.38 AC

PRE-DEVELOPMENT

RUNOFF

AREA SQUARE MILES $A_m = \frac{3.38}{640} = 0.00528$

$T = 12.2$

$T_c = 0.1$

	2 YEAR STORM	10	25
$A_m Q$	0.016900	0.02376	0.02746
I_a	0.151	0.151	0.151
I_a/P	0.0377	0.0285	0.0251
q_+	662	662	662
$q = q_+ (A_m)(Q)$	11.2	15.7	18.2

A4 3.10

Worksheet 2: Runoff curve number and runoff

Project REDLON - JOHNSON By PRL Date 9/12/00

Location ST. JOHN ST. - PORTLAND Checked ____ Date ____

Circle one: (Present) Developed

1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/~~connected~~ total impervious area ratio)	CN 1/ Table 2-2	CN 1/ Fig. 2-3	CN 1/ Fig. 2-4	Area ☑ acres ☐ mi^2 ☐ %	Product of CN x area
(C) FILL	BUILDINGS	98			1.20	117.6
(C) FILL	PAVEMENT	95			1.71	162.5
(C) FILL	VEGETATED	75			0.47	35.3
1/ Use only one CN source per line.				Totals =	3.38	315.4

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{315.4}{3.38} = 93.3$ Use CN = 93

2. Runoff

	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	10	25
Rainfall, P (24-hour) ..... in	4.0	5.3	6.0
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	3.2	4.5	5.2

AH 3.11

SECTION 2.0

PROPOSED RUNOFF

AH3.12

Worksheet 2: Runoff curve number and runoff

Project REDLON JOHNSON By PRL Date 9/12/00

Location ST JOHN ST - PORTLAND Checked ____ Date ____

Circle one: Present (Developed)

1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/connected impervious area ratio)	CN 1/ Table 2-2	CN 1/ Fig. 2-3	CN 1/ Fig. 2-4	Area ☑ acres ☐ mi² ☐ %	Product of CN x area
(C) FILL	BUILDINGS TOTAL	98			1.48	145
(C) FILL	PAVEMENT	95			1.54	146
(C) FILL	VEGETATED	75			0.36	27
	Totals =				3.38	318

1/ Use only one CN source per line.

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{318}{3.38} = 94$; Use CN = 94

2. Runoff

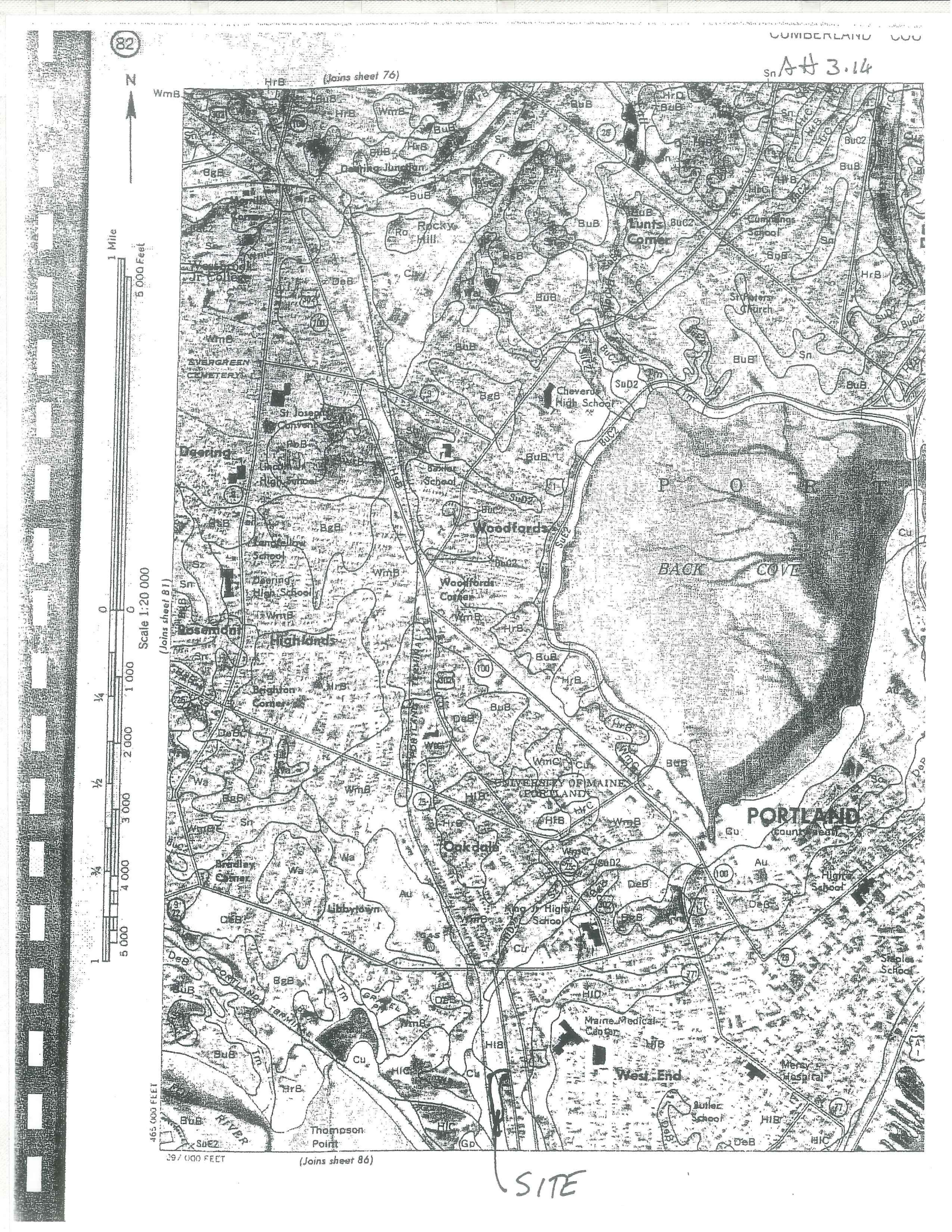
	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	10	25
Rainfall, P (24-hour) ..... in	4.0	5.3	6.0
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	3.3	4.6	5.3

AH3.13

SECTION 3.0

TABLES AND CHARTS

Sn Att 3.14


82
N
(Joins sheet 76)
(Joins sheet 81)
(Joins sheet 86)
Scale 1:20 000
1 Mile
5 000 Feet
1
5 000
¾
4 000
½
3 000
¼
2 000
0
1 000
0
Deering Junction
Rocky Hill
Lunts Corner
Cumberland School
St Peters Church
Evergreen Cemetery
St Joseph Convent
Deering High School
Lincoln Jr College
Cheverus High School
Baxter School
Woodfords
Woodfords Corner
Rosemont
Highlands
Deering High School
Brighton Corner
Oakdale
Bradley Corner
Libbytown
University of Maine (Portland)
PORTLAND
(county seat)
King Jr High School
High School
Staples School
Maine Medical Center
West End
Mercy Hospital
Butler School
Thompson Point
PORTLAND TERMINAL
GRAND TRUNK
BACK COVE
FORE RIVER
SITE

10/13/00 FRI 11:51 FAX 4122556905
10/13/00 FRI 10:44 FAX 212 536 1295

Gary A. Van Luven
C.I.T. GROUP

Att 4

001
002

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

T: 212 536-1200
F- 212 536-1295

CIT

October 13, 2000

Joseph E. Gray, Jr.
Director, Planning in Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: Building Addition at Redlon & Johnson
172-174 St. John St., Portland, ME 04102

To Whom It May Concern:

This letter will confirm that Redlon & Johnson, Division of The Gage Company, has the financial capacity to complete the proposed improvements/additions to the property located at 172-174 St. John St., Portland, Maine 04102, estimated to cost $450,000.00 in the aggregate. Per the company proposed improvements include an enclosed warehouse/storage facility, which will be attached to the existing building in Portland, Maine.

Sincerely,

Robert C. Smith
Senior Vice President

AHS.1

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **St. John Street Realty**, a Maine general partnership organized and existing under the laws of the State of Maine and having a place of business in Portland, County of Cumberland, and State of Maine, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to **The Gage Company**, a Pennsylvania corporation authorized to do business in Maine and having an address of 3000 Liberty Avenue, Pittsburgh, PA 15201, with QUITCLAIM COVENANT, a certain building (the "Building") located on land in Portland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), **hereby transferring said Building only and not the Land on which the same is located, the purpose of this deed being to effectuate the partition of the Land and the Building by severing the ownership of the Land and Building, said Land being hereby excepted and reserved unto the Grantor, its successors and assigns, and to be conveyed by the Grantor to Joseph F. Boulos by deed of even or near date to be recorded in the Cumberland County Registry of Deeds and to be subsequently conveyed by said Joseph F. Boulos to Westport Realty, LLC by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

Said Building is conveyed subject to the restrictions applicable thereto and the rights of Westport Realty, LLC in and to the Building, all as set forth in a certain Ground Lease of even or near date between Westport Realty, LLC, as ground lessor of the Land, and Grantee, as ground lessee of the land, a Memorandum of said Ground Lease to be recorded in the Cumberland County Registry of Deeds, and a copy of said Ground Lease being on file with Westport Realty, LLC and Grantee.

Said Building is also conveyed subject to the matters set forth on Exhibit B, attached hereto and made a part hereof.

To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455 that the Building shall be and remain separate personal property severed from the Land and no interest in the Land is being conveyed by this deed.

IN WITNESS WHEREOF, the said St. John Street Realty has caused this instrument to be sealed with its partnership seal and signed in its partnership name by Joseph F. Boulos, its general partner, thereunto duly authorized, this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

ST. JOHN STREET REALTY

By: _____
Joseph F. Boulos
Its General Partner

A#5.3

St. John Street Realty to The Gage Company

A certain lot or parcel of land situated on the Westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the Westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 191.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

A45.5

EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

(2)

BOOK 7016 PAGE 2 51995

A#5.6

SHORT FORM QUITCLAIM DEED WITH COVENANT

RDJ REALTY, a Maine general partnership with a mailing address and a place of business at Two City Center, Portland, Maine 04101, formerly known as St. John Street Realty, FOR CONSIDERATION PAID grants to ST. JOHN STREET REALTY, a new Maine general partnership and not the Grantor, with a mailing address and a place of business at Two City Center, Portland, Maine 04101, with QUITCLAIM COVENANT, the real property located in Portland, Cumberland County, Maine described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, RDJ REALTY has caused this instrument to be executed by Joseph F. Boulos, its General Partner thereunto duly authorized, this 23rd day of December, 1985.

WITNESS:

Name: NATHAN H. SMITH

RDJ REALTY

By: Joseph F. Boulos
Joseph F. Boulos,
Its Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. December 23, 1985

PERSONALLY APPEARED the above-named Joseph F. Boulos, Partner of RDJ REALTY 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 general partnership.

Before me,

Name: NATHAN H. SMITH
Title: Attorney at Law

AA5.7

EXHIBIT A

BOOK 7016 PAGE 3

ST. JOHN STREET REALTY

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

AA 5.7

BOOK 7015 PAGE 4

Thence S 79° 28' 50" E 108.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being a portion of the land conveyed by Portland Terminal Company to St. John Street Realty by deed dated August 15, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6864, Page 210. Reference is also made to a release deed from the City of Portland to St. John Street Realty dated August 7, 1985 and recorded in said Registry of Deeds in Book 6856, Page 264.

Reserving to the Grantor, its successors and assigns for the benefit of adjoining land of Grantor for use in common with Grantee an easement for purposes of pedestrian and vehicular ingress and egress and for purposes of installation, maintenance and repair of underground and/or overhead utilities on, over and under the following described portion of the above-referenced premises:

Beginning at a point on the westerly sideline of St. John Street, said point being the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 323.57' by and along the northerly sideline of the above described parcel to a point 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 30', more or less, to a point being 50' easterly of the center of Maine Central Railroad tracks;

Thence N 7° 5' 39" E 684', more or less, to a point;

Thence S 79° 28' 50" E 293', more or less, to a point;

AH 5.8

Thence N 10° 31' 10" E 50.00' by and along the westerly sideline of said St. John Street to the point of beginning.

The area affected by this easement is shown as "Reserved Access Easement" on plan entitled "Title Survey for St. John Street Realty, St. John Street, Portland, Maine, by Sebago Technics, Inc. dated December 1985."

Bearings herein are referenced to true north taken from Maine State Highway Commission Right of Way map for the Fore River Bridge dated September, 1952 and recorded in Cumberland County Registry of Deeds in Plan Book 43, Pages 52 through 54.

RECEIVED
RECORDED REGISTRY OF DEEDS
1985 DEC 23 PM 3:55
CUMBERLAND COUNTY
James J Walsh

AH 5.9

DRAINAGE MAINTENANCE AGREEMENT

12059

BOOK 7112 PAGE 167

In consideration of site plan approval granted by the Planning Board of the City of Portland to a Plan entitled, "Westco Corporation, Warehouse Facilities, St. John Street, Portland, Maine," dated January 20, 1986, as revised through January 31, 1986, together with certain plans entitled "Westco Corporation, St. John Street, Portland, Maine, Storm Drain Design" by BH2M, dated January 1986 (sheets 1 and 2), and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine, and pursuant to a condition thereof, St. John Street Realty, a Maine general partnership, with a place of business at Two City Center, Portland, Maine, 04101, owner of the subject premises and owner of an easement over adjoining premises of RDJ Realty, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense at all times in perpertuity maintain in good repair and in proper working order the surface water drainage system as shown on said plans, including but not limited to the detention basin or basins and the outlet or outlets therefrom, for the benefit of said City of Portland, RDJ Realty, all persons in lawful possession of the premises and abutters thereto; further, that said City of Portland, said RDJ Realty, said persons in lawful possession and said abutters, or any of them may enforce this agreement by an action at law and equity in any court of competent jurisdiciton; further, that after giving the Owner written notice and a reasonable time to perform, said City of Portland may, by its authorized agents or representatives, enter upon the premises of St. John Street Realty or upon the premises of RDJ Realty, or any portion thereof, for purpose of performing the aforementioned maintenance of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

Notwithstanding the foregoing, it is agreed that with respect to that part of the surface water drainage system which affects land of RDJ Realty, that RDJ Realty shall have the right to relocate said system and easement in such manner and to such location on RDJ Realty's premises as may be approved by the City, and that said relocation shall not require the approval of any benefitted abutting landowners except to the extent that any such relocation may specifically encroach upon abutting land.

This agreement shall not confer upon the City of Portland or any other person except RDJ Realty the right to utilize said surface water drainage system for public use or for the development of any other property, and the owner shall bear

6.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "Sarah Hopkins" <SH@ci.portland.me.us>
Date: Wed, Oct 25, 2000 8:40 AM
Subject: Redlon and Johnson

Sarah,

I have reviewed the application materials dated October 10, 2000 and plans dated 9/21/00 by Alliance Construction for the Redlon and Johnson building expansion and offer the following comments:

1. The applicant should provide evidence of the building history including dates of construction so that it may be determined if the project qualifies under Site Location of Development review. As it is the proposed project will result in the development exceeding the 3 acre threshold of structure area. It is necessary that it be determined if any of the building was constructed prior ot Oct. 1975, thereby excluding it from the structure area total.

2. The applicant should provide evidence or discussion as to the existing storm drain system and any easements etc. associated with it.

3. The site layout plan should provide a bit more geometric information including dimensions, baseline layout etc. to assist in construction and construction monitoring.

4. The applicant should provide additional data on the proposed retaining wall.

5. The existing facility appears to have over 60 parking spaces. Past precedent has established that it is necessary to provide water quality treatment for the stormwater runoff. This has typically been in the form of manufactured treatment devices. The current proposal doesn't include sufficient measures to meet these water quality improvement goals therefore it is recommended the applicant submit plans to include improved water quality treatment measures.

6. The engineer should review their runoff computations since there appears to be a conflict between the computations and the plans as to proposed paved and vegetated surfaces, i.e. the comps say .36 ac vegetated while the plans say 0.10 ac vegetated.

7. Is there any landscaping being proposed?

If you have any questions regarding these comments please call.

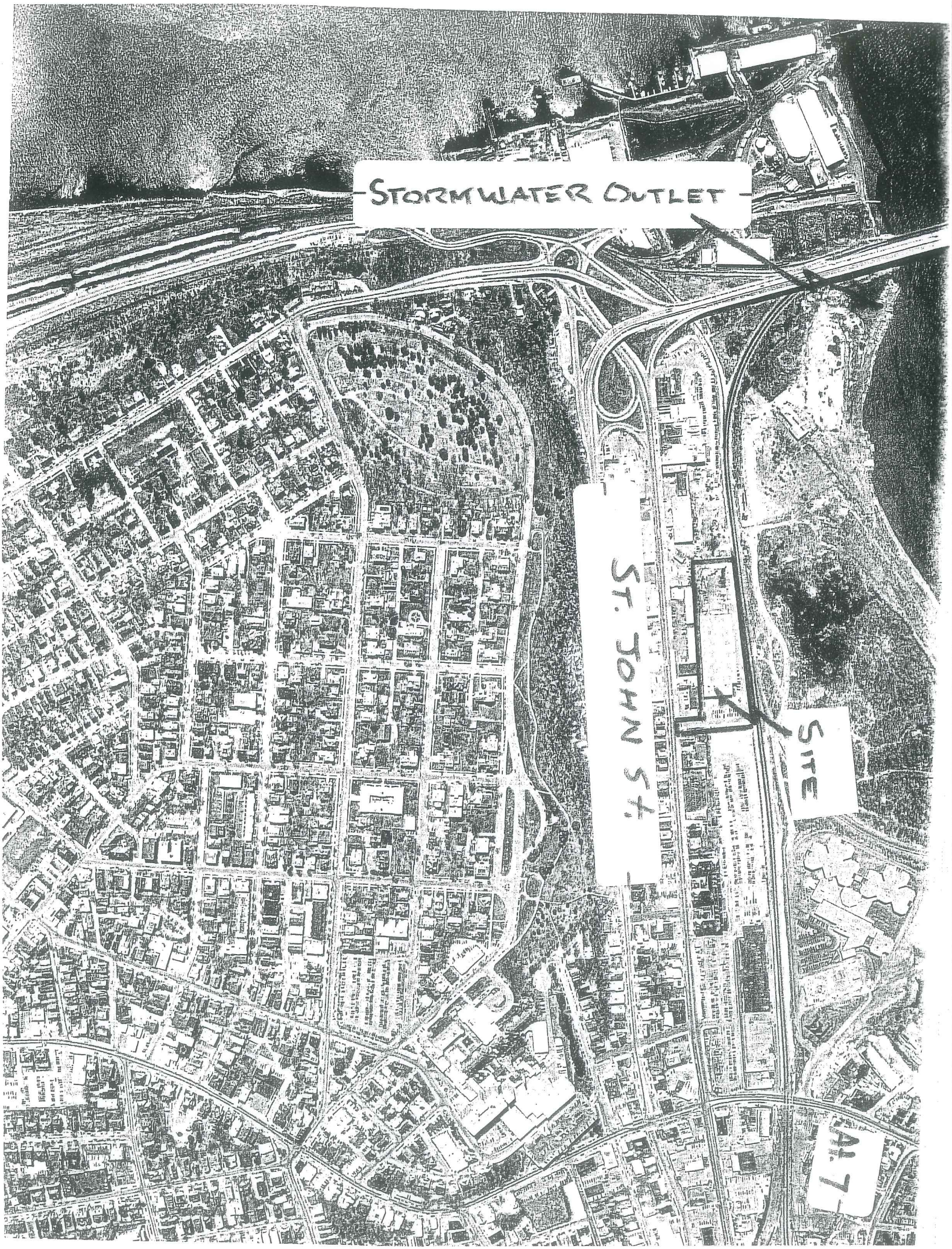
Steve Bushey Acting Development review Coordinator

AH 6.2

From: Anthony Lombardo
To: Sarah Hopkins
Date: Tue, Oct 24, 2000 8:33 AM
Subject: Redlon & Johnson....172-174 St. John St.....10/24/00

Sarah,
I've reviewed the plans and application dated 10/17/00 and offer following comments on behalf of Public Works:

1. On the existing conditions plan, the applicant does not identify the the outfall location of the existing catch basin located in the northeast portion of the property. The size and direction of the outfall pipe should be identified as well as inverts.
2. There are several easements that are discussed in the application packet, but are not clearly identified on any of the plans.
3. No abutting properties are identified on any of the plans.
4. It is not clear on the site plan what is proposed and what is existing based on the line weight used on the drawings.
5. Is any work proposed near the entrance at St. John Street ?


STORMWATER OUTLET
ST. JOHN ST.
SITE
RT. 7

AH 8.1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Land Quality Control
State House Station 17
Augusta, Maine 34333
Tel: (207) 287-2111

FOR DEP USE

#L-_____
Date Received _____

NOTIFICATION OF APPLICATION ACCEPTANCE
MUNICIPAL REVIEW OF DEVELOPMENT
(38 M.R.S.A. Section 489-A)

This form is to be used by a registered municipality to notify the Department upon the acceptance of an application for review pursuant to 38 M.R.S.A. Section 489-A. This form must be received by the Department within 14 days of acceptance of an application. The municipality must also submit one copy of the project application and one copy of the record of review and action.

If the application which is the subject of this notice should subsequently be amended during the review process, this form should also be used to submit notice to the Department of the amendment.

Municipality: Portland

Contact Person: William B. Needelman, Planner
Address/Phone: Planning Office, City Hall, 389 Congress Street, Portland ME 04101
(207)874-8722

Project Applicant: Redlon & Johnson Co.
Address/Phone: 172-174 St. John Street, Portland ME
(Agent: Alliance Construction, Ron Burt, 885-0855)

Title of Project: Redlon & Johnson Building Addition

Date Accepted as Complete by Municipality: 12-5-00

I. Type of Project for which permit is sought: (Check One)

_____ Subdivision as described in section 482, subsection 5 of more than 20 acres but less than 100 acres;

__X__ Structure as described in section 482, subsection 6, paragraph B, in excess of 3 acres but less than 7 acres;

_____ Excavation on more than 5 acres of land for borrow, topsoil, clay or silt, whether alone or in combination as described in section 482, subsection 2-B.

AH 8.2

II. Description of Project. (Include number of units or lots, parcel size, footprint, etc.)

The proposed development will add 10,734 sq. ft. to an existing 52,272 sq. ft. building. The site is an undivided 3.38 acre parcel with 2.91 acres of existing impervious area. Post development conditions anticipate 3.28 acres of impervious area. This site was undeveloped in 1985.

III. Submit as attachments to this form:

A. One copy of complete application filed with municipality (include site plans);

To be provided by the applicant's agent:

Ron Burt
Alliance Construction
160 Pleasant Hill Road
Scarborough ME 04074

B. Identification of any outside review agents or consultants who will be performing reviews of any aspect of the application;

C. One copy of the legal notices served by the municipality.

NOTE: APPLICANT IS ADVISED TO REVIEW THE NATURAL RESOURCES PROTECTION ACT 38 M.R.S.A. SECTIONS 480-A 480-U (N.R.P.A.) TO ENSURE CONSISTENCY WITH THAT LAW. THE MUNICIPALITY'S DELEGATED REVIEW AUTHORITY PURSUANT TO 38 M.R.S.A. SECTION 489-A DOES NOT EXTEND TO THE N.R.P.A. IF AN N.R.P.A. PERMIT IS NECESSARY IT MUST BE OBTAINED FROM THE DEPARTMENT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

Town or City of: Portland Date: 12-7-00

By: William P. Needelman

Printed Name: William P. Needelman

Title: Planner

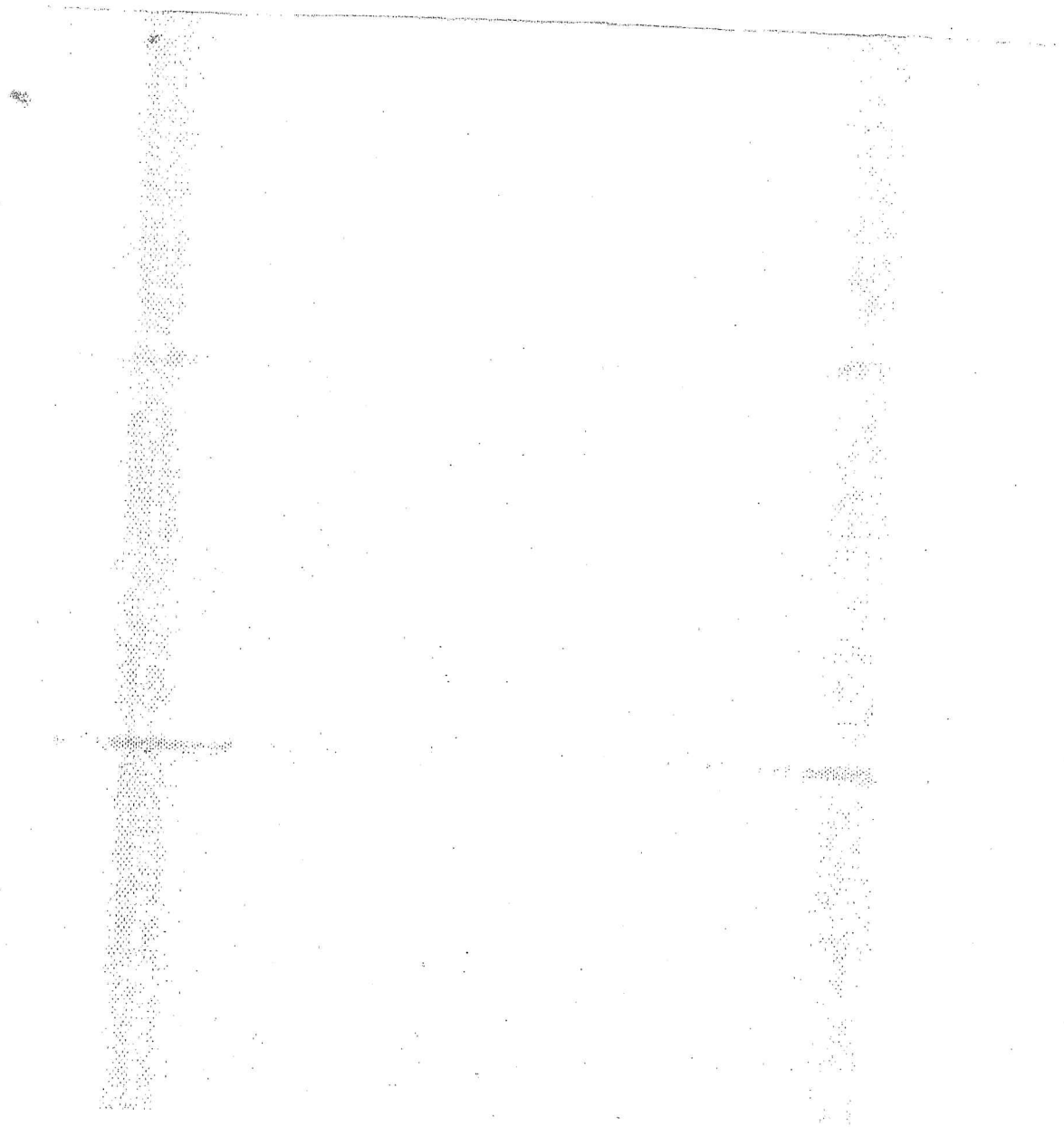
Att B.3

TO RESIDENTS AND PROPERTY OWNERS IN THE VICINITY OF
172-174 ST. JOHN STREET

On Tuesday, December 12, 2000, the Portland Planning Board will consider a plan by Redlon & Johnson Co. to construct a 10,734 square foot building addition to an exsiting wholesale faciltiy at 172-174 St. John Street. The site contains 3.38 acres and is zoned IMB. The proposal will be reviewed under the City Site Plan Code and for compliance with Maine DEP Site Location of Development standards under municipal delegated authority.

The meeting is a workshop session and is scheduled to begin at 3:30 p.m. in Room 209, City Hall, 389 Congress Street, Portland, Maine. The workshop is an opportunity for the applicant to present a plan to the Planning Board in an informal session, which is open to the public. Public comments are not generally received at the workshop meeting. If you wish to submit written comments on the proposal, please address your comments to Joseph E. Gray, Jr., Director of Planning and Urban Development, City Hall, 389 Congress Street, Portland, Maine 04101.

Alexander Jaegerman
Chief Planner



AH 9.1

STORMWATER QUALITY REPORT

For

Redlon-Johnson
St. John Street
Portland, Maine

Prepared For

Redlon-Johnson

Portland, Maine

Prepared By

Alliance
CONSTRUCTION
INCORPORATED

160 Pleasant Hill Road
Scarborough, Maine 04074
Tel. (207) 885-0855 Fax (207) 885-0846

December 21, 2000

TABLE OF CONTENTS

A. Narrative

1. *General Topography*

The site is located in Portland, Maine along St. John Street. The site is located between and parallel to two railroad tracks and St John Street as part of a subdivided property of industrial/warehouse buildings. The east side of the property is steeply graded down behind properties abutting St. John Street. The site itself is fairly flat and does not rise above the railroad tracks. All stormwater is collected by catch basins on the site and piped along the west side of the subdivision parallel to the railroad tracks.

The site is not in the 100-year flood plane as defined by F.E.M.A. The 100-year flood plane is at elevation 10.0 along the banks of the Fore River Bay. This elevation is determined from a reference mark on a disk set in the sidewalk on the west side of St. John Street opposite intersection of A Street. That disk is set at elevation 22.81.

2. *Land Alterations*

The existing site is generally fully developed with pavement and buildings. The area of the site to be developed is along the southern boundary between the east and west property boundaries. The eastern boundary is controlled by a steep grade change while the west boundary is controlled by the railroad tracks.

The developed area will paved with bituminous concrete and will contain a 1 story building with a foot print of 9,900 sq.ft. Because of the intense urbanization of the site there are no plans for vegetative landscaping. This limits quality control options to structural measures and site maintenance.

The general slope of the land remains the same after development. The eastern side of the site will be steeply graded as before. Because of the existing building location, the expansion will need a retaining wall along that slope. The parking lot will surface drain into catch basins.

3. *Stormwater treatment methods*

The catch basins will each have a water quality outlet attachment in each catch basin in the existing parking lot as shown in the drawings. The new loading dock will also have an existing catch basin fitted with this structure. The closed retention system will outlet at the lower end of the subdivision into an existing storm drainage system. This system currently empties into the Fore River Bay (the Atlantic Ocean).

Since the Chapter 500 standards do not require treatment of stormwater entering the ocean, no calculations are prepared to determine the actual TSS removal provided. In general, the water quality structures will provide floating debris and grit removal as described in the appendix. Also, maintenance of the catch basins will be documented

to keep the structures operating as intended. Catch basins shall be inspected as least three to four times annually, depending on their performance. Sediment should be removed when it accumulates within 6 inches of the bottom of the hood, but not les than twice a year.

It has been suggested that a "Vortechs" or "H.I.L." structure be installed to increase the TSS removal rate. The oil/grit and oil/water separators are **not** accepted by DEP to be any more effective at TSS removal than an inlet hood. "Long-term performance needs to be studied, to determine whether resuspension of accumulated sediment occurs over time."

Although Vortechs has documented data, performed by themselves, that their system removes various percentages of sediment, this data has **not** been accepted by the State of Maine as meeting the standards that they wish to achieve. Until the DEP can put in writing that these **very expensive systems, relative to hoods** on inlets, are achieving their claims, we can not justify the expense to the client.

4. Off-site credits

There are no off-site credits for TSS removal needed at this time for this development.

5. Compensation fees

There is no need for compensation fees to off-set phosphorus removal to meet the site's phosphorus allocation needs.

B. Post project site plan

The location of BMP's are found on a plan in the appendix.

C. Basic Stabilization

1. Disturbed areas

Disturbed areas will be stabilized temporarily as needed as called out on the plans. Permanent stabilization will be installed as soon as possible as called as possible. Erosion control fences will border all downstream boundaries of the site.

Additional BMP Maintenance

a. Disturbed areas shall be minimized during construction to the extent practicable. Soils should only be disturbed during climatic conditions

which available erosion control methods can be effectively applied. During construction provide a stabilized drainage system for runoff. Check the downstream watercourse's stability as to whether peak discharges and velocities are compatible with proposed erosion control methods.

D. Sliding scale TSS removal

The Fore River Basin is **not** within the watershed of a tidal and freshwater segment of Coastal Wetland Most at Risk from New Development. Accordingly Chapter 500 appendix C does **not** classify this area as a Coastal Wetland Most at Risk from New Development.

However, if the project were located in the direct watershed of a coastal wetland most at risk must meet the sliding scale TSS standard.

Total area of parcel = 3.38 acres
Total area of impervious development= 3.26 acres
PERCENT OF AREA that is IMPERVIOUS = 96.4%

If we used the SLIDING SCALE TOTAL SUSPENDED SOLIDS GRAPH
Total Suspended Solids Removal Efficiency Required= 80%

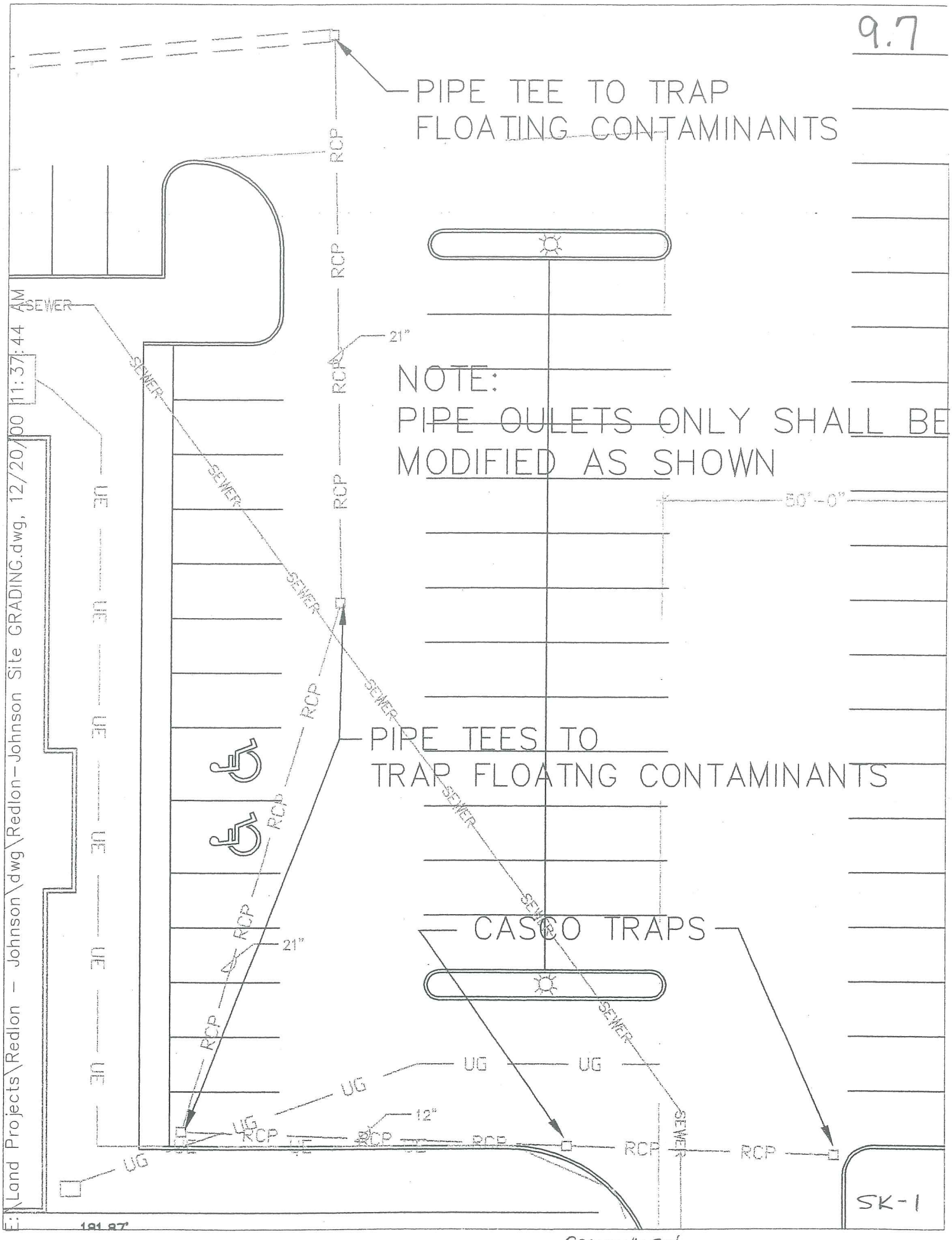
The prescribed level of treatment must be applied to all impervious surfaces such that the areally weighted average TSS removal equals or exceeds the prescribed removal level.

SUMMARY

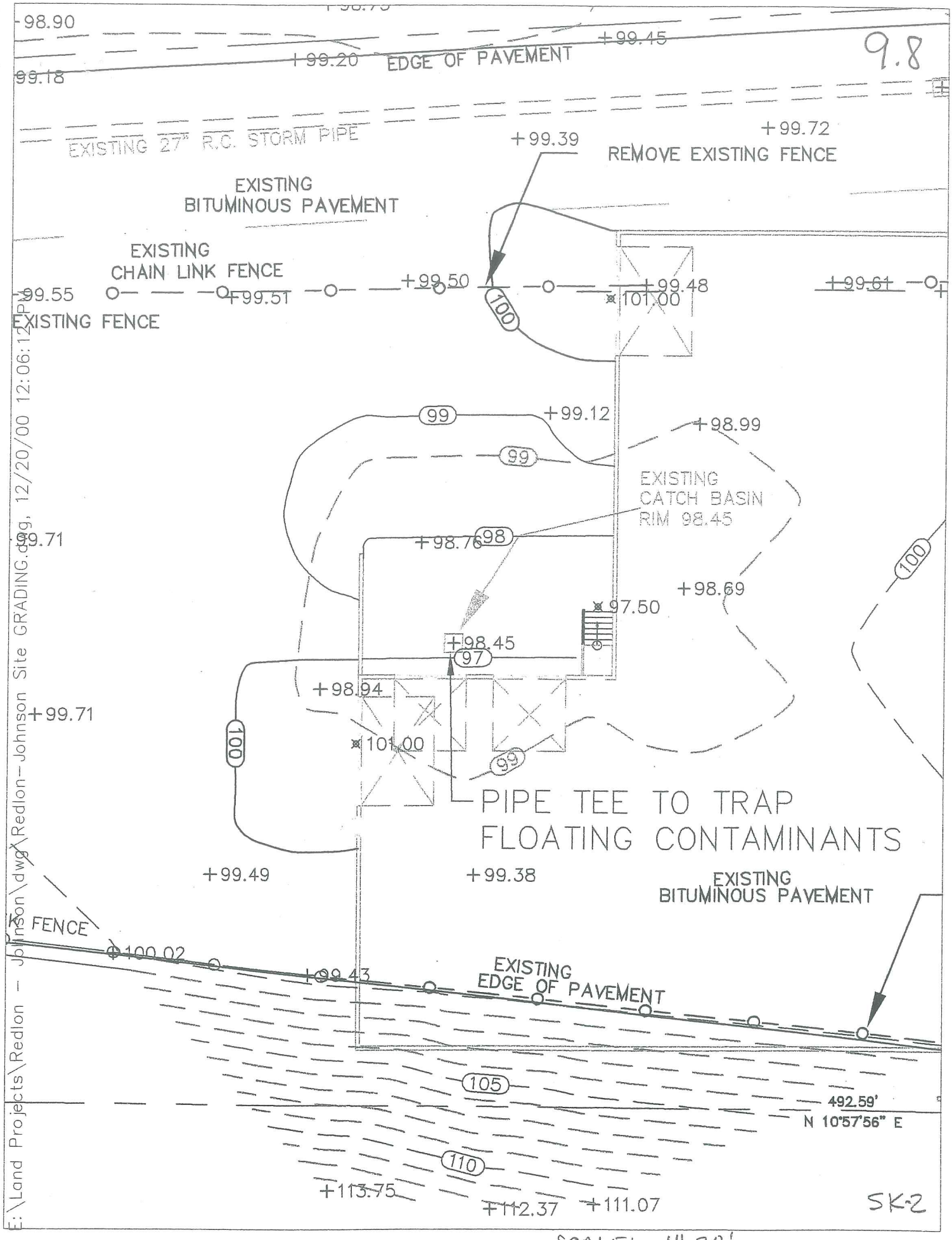
The treatment of the existing catch basins will enhance the TSS removal of the stormwater contaminants, because of this action, the runoff leaving the development will be cleaner than before the development. We recognize that stormwater runoff is contaminated by various pollutants during its travels. It is our desire that these pollutants be minimzed as much as feasible to keep our environment as safe and clean as practicable.

APPENDIX

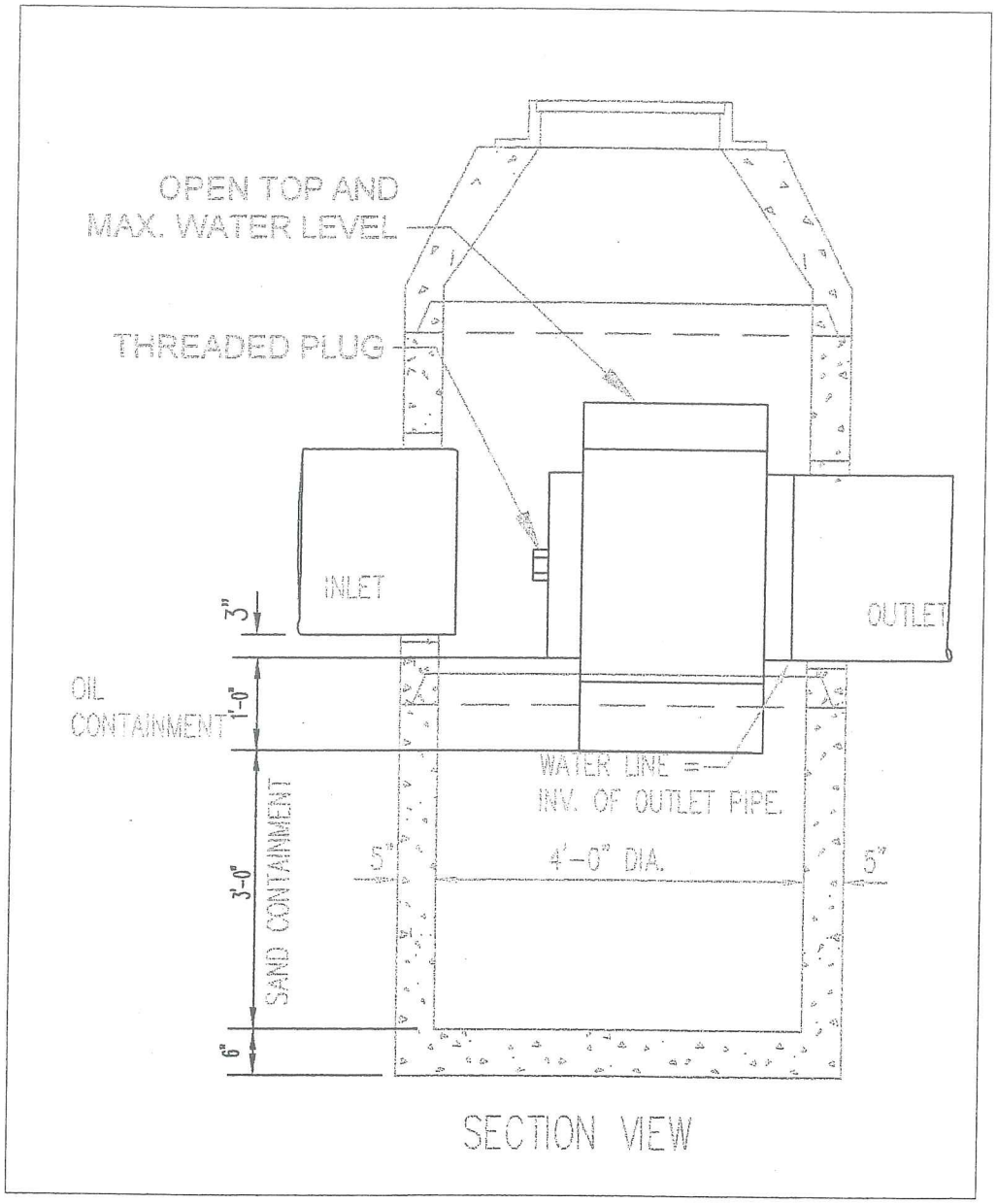
9.7



SCALE: 1" = 20'
PRL 12/20/00
ALLIANCE CONSTRUCTION, INC.



SCALE: 1"=20'
PRL 12/20/00
ALLIANCE CONSTRUCTION, INC



SECTION VIEW

WATER QUALITY INLET

SCALE: 1/2"=1'-0"

PRL 12/20/00 ALLIANCE CONSTRUCTION, INC.

E:\Land Projects\Redlon - Johnson\dwg\SITE DETAILS.dwg, 12/20/00 01:54:35 PM

6.5.1. WATER QUALITY INLET

DESCRIPTION AND PURPOSE

The water quality inlet is a conventional stormwater drainage structure (catch basin) provided with a sump and a hood. The sump is intended to trap coarse sediment and non-floating debris. The hood is intended to prevent floating debris and floating hydrocarbons from exiting the catch basin.

While the modified catch basin can be used "in-line" in a storm drain system, it is most effective as the initial structure at the uppermost end of the drainage network. High flow events can result in mixing within the basin and resuspension of accumulated sediment, so the contributing watershed should be kept relatively small. Also, size limits on commercially available hood castings limit the allowable size of outlet pipe from the catch basin.

TARGET POLLUTANTS

Modified catch basins are intend to intercept coarse sediments, floating debris, and floating oil.

EFFECTIVENESS

Modified catch basins are of limited effectiveness, because of the small hydraulic capacity of each unit. Properly maintained and regularly cleaned, and located at the uppermost end of a piped drainage network, they can help intercept the coarse sand and grit resulting from winter deicing control, and also floating debris that accumulates on parking areas and streets. They can also serve as a relatively low-cost form of pretreatment for small-site type infiltration systems, where it is determined that fine sediment and organic debris loading is minor.

A 10% credit for TSS removal is recommended for a water quality inlet when it is utilized as a pretreatment to another BMP. No credit for TSS removal should be allowed when a water quality inlet is utilized by itself.

ENVIRONMENTAL CONSIDERATIONS

Catch basins with sumps and hoods will not be effective at intercepting or treating many of the pollutants found in urban stormwater. Except for very small areas with minor loadings of sediment and other potential pollutants, modified catch basins are not a primary control practice. However, they are useful in limiting the volume of debris and coarse sediment that may be conveyed to another stormwater management facility.

PLANNING CONSIDERATIONS

The modified catch basin should be considered as a component of an overall piped drainage system, as a relatively low cost device for intercepting coarse sediment and debris that would otherwise consume available capacity or clog the pipe network or downstream management facilities.

Existing catch basins may be readily modified, in some instances, to retrofit an existing system to intercept coarse sediment and floating debris.

DESIGN CRITERIA

Some local subdivision and site plan review ordinances specify particular requirements for catch basins with sumps and hoods.

A water quality inlet should be provided with a three foot (minimum) sump. Larger sumps should be provided in areas to receive heavy sanding or where a heavy sediment load is anticipated.

Hood dimensions are generally determined by pipe size, and are commercially available through a number of foundries as stock items. Metal hoods, sometimes known as "Casco traps", should be hinged to allow access for cleaning as shown in Fig. 6.27 and Fig. 6.28. An alternative when plastic pipe is used is an elbow or tee with the inlet of the fitting pointed toward the floor of the basin. However, if this type of fitting is used, it must be properly vented to allow the basin to drain. A tee must be either capped and vented, or extended to above the anticipated high water level within the basin, so that floating material does not overflow the fitting and exit the basin. A threaded cap should also be placed in-line with the pipe for cleaning access.

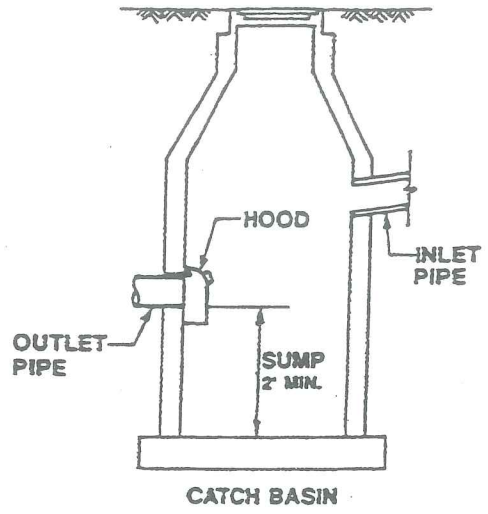
MAINTENANCE

Water quality inlets should be inspected three to four times annually, depending on their performance. Sediment should be removed when it accumulates within 6 inches of the bottom of the hood, but not less than twice a year.

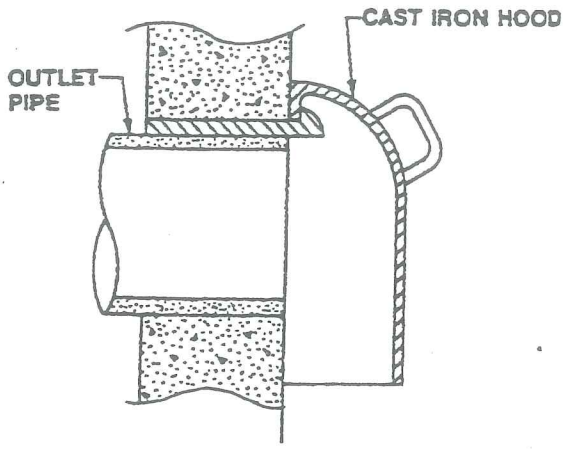
SELECTED REFERENCES

Schueler, T.R. 1987. *Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMPs.* Metropolitan Washington Council of Governments, Washington DC.

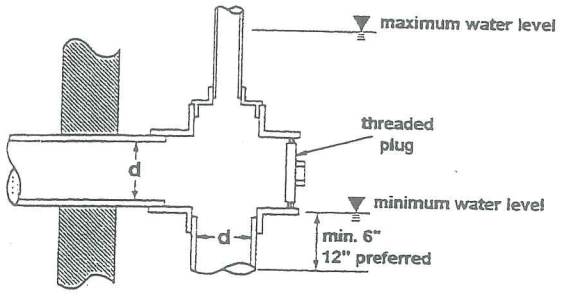
Schueler, T.R, P.A. Kumble, and M.A. Heraty. 1992b. *A Current Assessment of Urban Best Management Practices: Techniques for Reducing Nonpoint Source Pollution in the Coastal Zone.* Metropolitan Washington Council of Governments, Washington, D.C.



Catch basin with sump and hooded outlet.

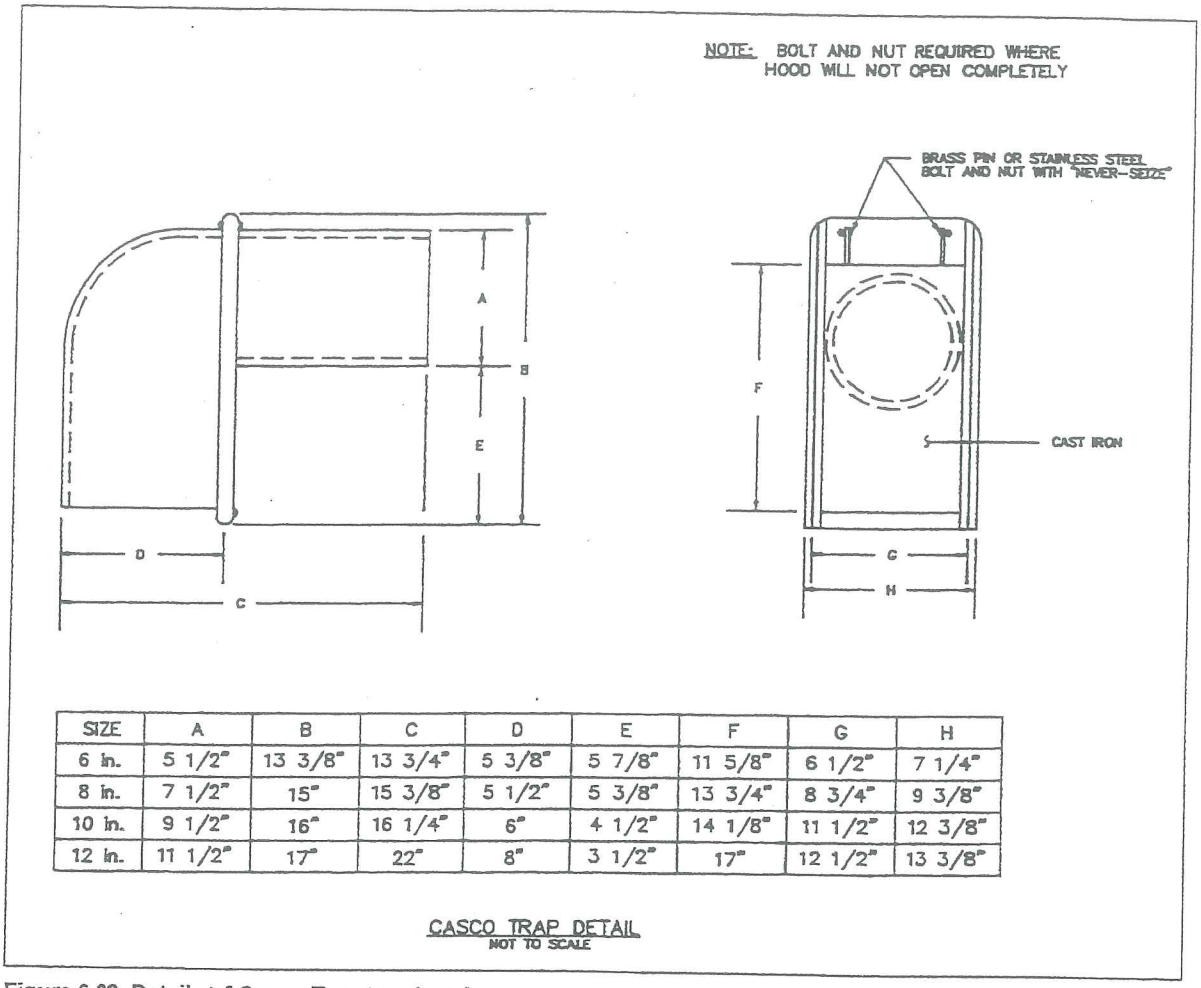


Blowup detail of hooded outlet.



Sample design for plastic or PVC pipe submerged inlet.

Figure 6.27. Metal Hood details and details of plastic pipe submerged inlets.



SIZE	A	B	C	D	E	F	G	H
6 in.	5 1/2"	13 3/8"	13 3/4"	5 3/8"	5 7/8"	11 5/8"	6 1/2"	7 1/4"
8 in.	7 1/2"	15"	15 3/8"	5 1/2"	5 3/8"	13 3/4"	8 3/4"	9 3/8"
10 in.	9 1/2"	16"	16 1/4"	6"	4 1/2"	14 1/8"	11 1/2"	12 3/8"
12 in.	11 1/2"	17"	22"	8"	3 1/2"	17"	12 1/2"	13 3/8"

CASCO TRAP DETAIL
NOT TO SCALE

Figure 6.28. Details of Casco Trap type hood.

END OF SECTION 6.5.1.

6.5.2. OIL/GRIT AND OIL/WATER SEPARATORS

DESCRIPTION AND PURPOSE

Oil/grit separators are chambers designed to remove sediment and hydrocarbons from urban runoff. They are normally used close to the source before pollutants are conveyed to storm sewers or as pretreatment for other BMPs such as infiltration trenches. Oil/grit separators are typically used in areas with heavy traffic or high potential for petroleum spills such as parking lots, gas stations, roads, and loading areas.

Several devices are available which fall within this category of BMP. They include:

- Water Quality Inlet, as described by Schueler (1987) and Schueler, et al. (1992).
- Vortechs™ System, a proprietary device available through Vortechnics of Portland, Maine (formerly the Grease-and-Grit Trap™).
- Grit King™ and Storm King™ dynamic separators, proprietary devices available through H.I.L. Technology of Scarborough, Maine.
- Coalescing Media Oil/Water Separator, another commercially available type of treatment device.
- The StormCeptor System, a patented prefabricated structure developed by FibreSep of Oakville, Ontario, which features a cylindrical off-line design.
- Hydrasep, an on-line tank that uses vertical laminar flow control plates and inlet flow regulators to separate oil from runoff; available from Newberry Tank Systems.
- Other devices or structures designed to intercept hydrocarbons, coarse sediment, and floating debris.

TARGET POLLUTANTS

As the name implies, oil/grit separators are intended to remove floating oils and coarse sediment from runoff. They are also effective for removing floating trash from runoff. To some degree, if properly sized, installed, and maintained, oil/grit separators can trap finer-grained sediments, as well, and thereby capture additional nutrients and heavy metals that are bound to these sediments.

Coalescing media separators are also capable of removing dispersed oil droplets from runoff to some degree.

EFFECTIVENESS

Runoff is only detained briefly in conventional oil/grit separators, so only moderate removal of coarse sediments, oil, and grease can be expected. Even more limited removal is likely for fine-grained sediment and pollutants attached to the sediment, such as trace metals and nutrients although Vortechnics claims to have overcome the problem of capturing fine-grained sediments. Soluble pollutants will most likely pass through oil/grit separators.

Limited data is currently available on the efficiency of these structures. Schueler (1987 and 1992) indicates that the water quality inlet appears to trap only coarse-grained sediments and some hydrocarbons, and trash, debris, and other floatables. Resuspension of sediments appears to limit long-term removal efficiency although Vortechnics claims that the Vortechs System has been designed to solve the resuspension problem and has claimed to have demonstrated its success.

The use of an oil/grit separator to pre-treat flows of stormwater runoff ahead of structural BMPs, i.e. as a "forebay", can provide economic and environmental benefits to the extent that the oil/grit separator is generally much easier to monitor and maintain than the downstream BMP would be. Wet ponds and sand filters, for example, tend to be very difficult to inspect and expensive to maintain. Removing trapped materials from them, such as with backhoes or front-end loaders, may even cause a significant "slug load" of trapped pollutants to be released into the receiving waters that were originally intended to be protected by the pond or sand filter.

A 10% credit for TSS removal is recommended for an oil/grit separator when it is utilized as a pretreatment to another BMP. A 5% credit for TSS removal will be allowed when an oil/grit separator is used by itself.

Data published by Vortechnics, based on bench-scale testing, indicate that its Vortechs System can achieve up to about 30% removal of silty sediment and up to 54% removal of the medium-to-coarse sand fraction at their recommended peak loading rates (e.g. 10-year or 25-year storms), and when designed according to recommended sizing criteria. Vortechnics also claims that removals on the order of 90% are achieved in 2-month storms which, according to Vortechnics, represent a "90th percentile" level of rainfall intensity, which means that 90% of all rainfall falls at an intensity that is less than the so-called 2-month storm. Removal of other pollutants is not documented by their literature at this time. Long-term performance needs to be studied, to determine whether resuspension of accumulated sediments occurs over time, although Vortechnics reports that this problem has been overcome by the Vortechs system as evidenced by systems that have been closely monitored for up to three years.

Coalescing media oil/water separators manufactured by Great Lakes Environmental, Inc. are reported by the manufacturer to produce an effluent with less that 10 mg/l of oil droplets larger than 20 microns (slant-rib coalescing separator) or 90 microns (cylindrical gravity displacement separator). These devices are limited to fairly low flows. While devices are available for flow rates up to 9 cfs (4000 gallons per min.) or more, a separator with this capacity is likely to be cost prohibitive for most applications.

ENVIRONMENTAL CONSIDERATIONS

Potential positive environmental effects of oil/grit separators include their ability to intercept floating trash and debris, and their potential reduction of hydrocarbon load from areas with high traffic and parking use (Schueler, 1992).

Potential negative impacts include (Schueler, 1992):

- Toxicity of retained sediment and floating material.
- Possibility of pulse hydrocarbon loadings during large storms, due to turbulence, resuspension of sediment, and mixing of floating material with the water column.

- Potential difficulty in disposing of retained materials, including the oil/water slurry resulting from floating oil separation and the settled sludge/sediment. These materials may need to be handled and disposed of as hazardous waste.

PLANNING CONSIDERATIONS

Oil and grit separators can be used in small site development applications, such as parking areas, gas stations, and small commercial developments. They are limited to contributing areas of two acres or less (Schueler, 1992). They are best used for pretreatment of stormwater that will be discharged to other BMPs, and are typically not recommended as the sole method of stormwater treatment, unless no other practicable method is available for controlling coarse sediments, floating trash, and hydrocarbons.

Oil/grit separators have several advantages (MPCA, 1989):

- They are usually located underground so they minimize use of valuable space.
- They are compatible with storm sewer systems.
- They can pretreat runoff before it is delivered to other BMPs.
- They are easily accessed for maintenance.

Disadvantages of the structures are the limited pollutant removal capability, the need for frequent cleanout, and the initial installation costs. The poor performance of oil/grit separators has often been attributed to systems with on-line designs, so the performance can be improved with off-line controls.

The cost of the water quality inlet type of oil/grit separator ranges from $5,000-15,000 and average about $7,000-$8,000 (Galli, 1986). The Vortechs System is anticipated to cost between $8,000 to $21,000 for devices with flow capacity ranging from 3 to 18 cfs, plus installation costs (Adams, 1995). Coalescing media oil water separators manufactured by Great Lakes Environmental, Inc. cost from about $5,000 for a 24 gpm (0.05 cfs) capacity device to $145,000 for a 4000 gpm (9 cfs) capacity device capable of generating an effluent with less than 10 mg/l oil droplets 20 microns or larger (Brincks; Spalding, 1992).

DESIGN CRITERIA

A typical design for an oil/grit or oil/water separator (Figure 6.29) uses three chambers for treatment. Runoff enters the first chamber, which contains a permanent pool of water. Coarse sediment is trapped in this chamber by settling. The first chamber can also trap floating trash and debris, such as leaves.

Runoff then passes through an orifice to the second chamber which also contains a permanent pool of water. An inverted pipe elbow which draws water from the lower part of the pool discharges to the third chamber. By drawing water from below the surface, floating oil and grease are trapped. Some hydrocarbons may become adsorbed to sediment particles which settle out.
The third chamber discharges water to a storm sewer or other outlet. If the storm drain invert is above the floor of the structure, a permanent pool of water will be formed which will allow some additional settling. If the storm drain invert is at the floor of the oil/grit separator, the third chamber would have no value in pollutant removal.

In order for the structure to provide even moderate pollutant removal benefits, at least 400 cubic feet of permanent pool storage should be provided per acre of drainage area (MPCA). Also, the pool should be at least 4 feet deep.

SELECTED REFERENCES

Schueler, T.R. 1987. *Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMPs.* Metropolitan Washington Council of Governments, Washington DC.

Schueler, T.R, P.A. Kumble, and M.A. Heraty. 1992b. *A Current Assessment of Urban Best Management Practices: Techniques for Reducing Nonpoint Source Pollution in the Coastal Zone.* Metropolitan Washington Council of Governments, Washington, D.C.

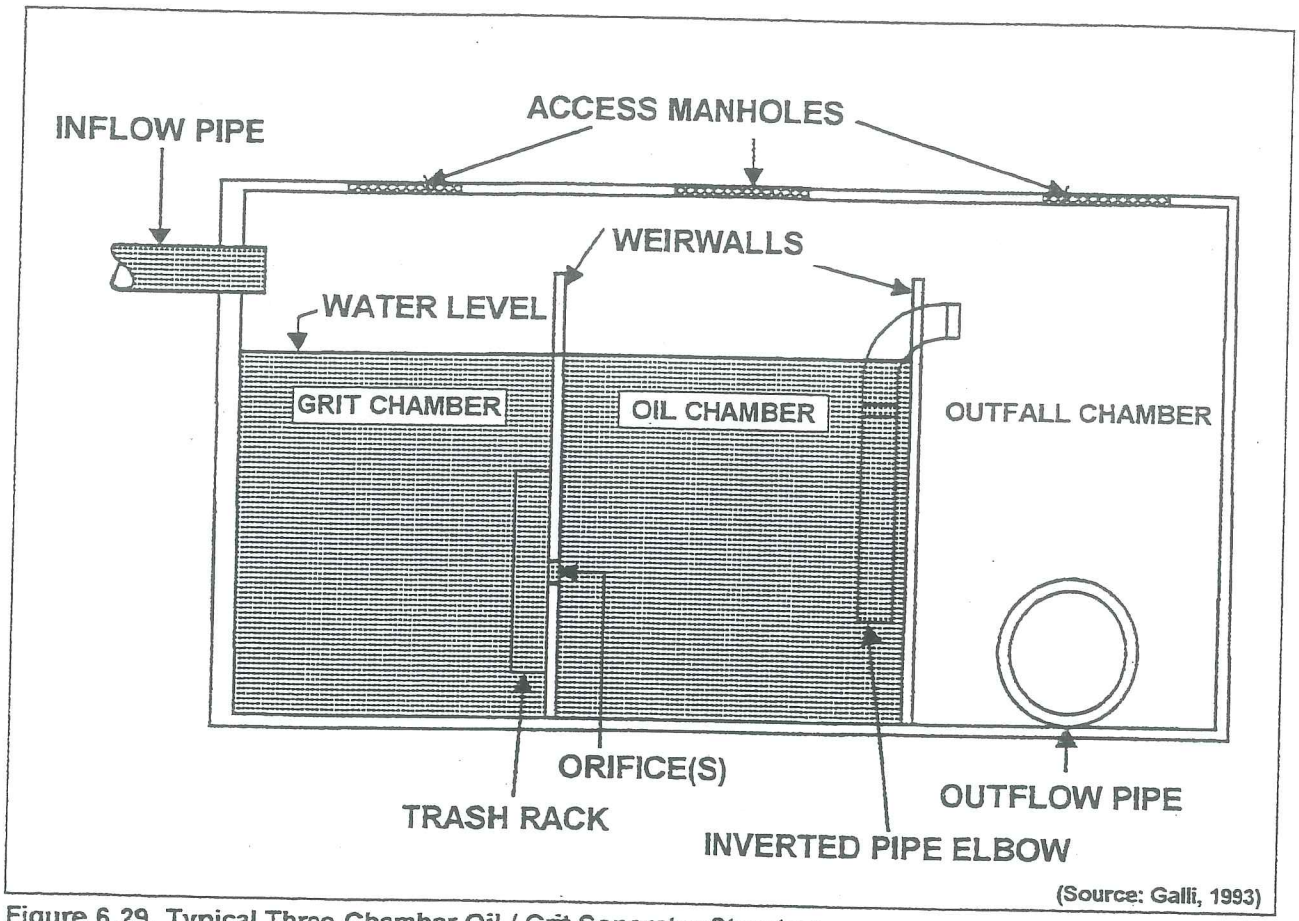


Figure 6.29. Typical Three Chamber Oil / Grit Separator Structure.

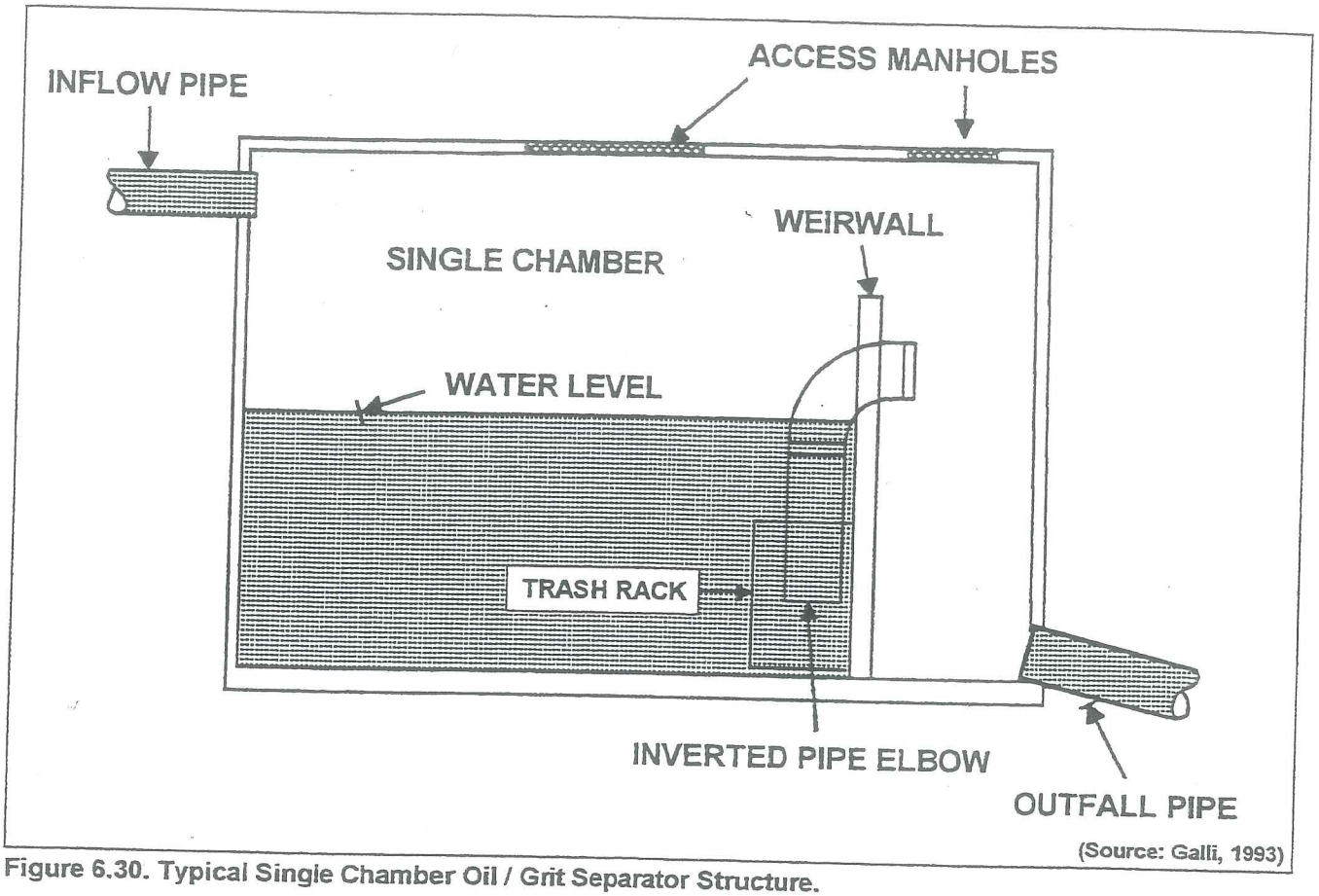


Figure 6.30. Typical Single Chamber Oil / Grit Separator Structure.

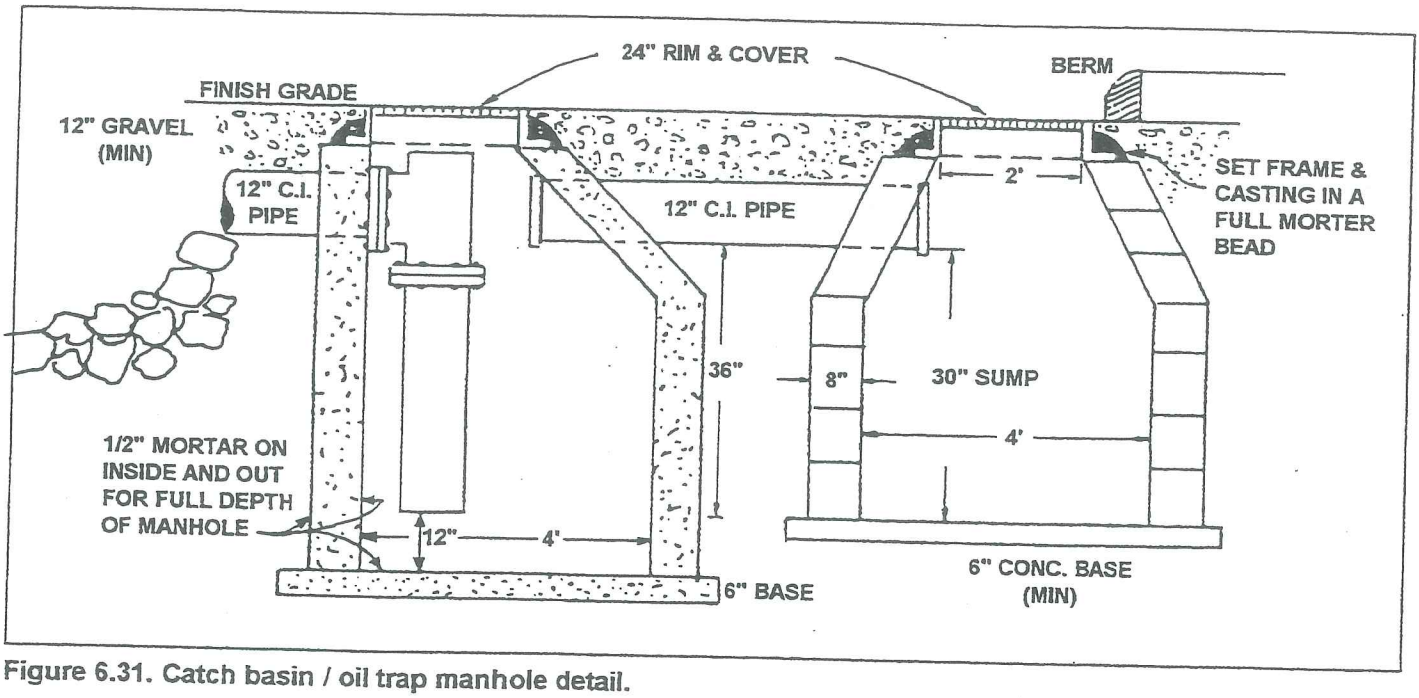


Figure 6.31. Catch basin / oil trap manhole detail.

END OF SECTION 6.5.2.

AH 10.1

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 874-8722

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 2 January 2001

Pages including this cover page: 9

re: Redlon & Johnson, 172-174 St. John Street, Portland

Dear Bill,

Following up from our previous conversation, please find attached copies of the information Redlon & Johnson has sent me. This documentation shows the intent of Redlon & Johnson to exercise the option in their lease and buy the complete property in question.

After you receive and review the attached information please don't hesitate to give me a call so we can discuss this project further.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

10.2

THE GAGE COMPANY
3093 Piney Bluff Road
Library, PA 15129

Recd July 10

July 5, 2000

Westport Realty, LLC
One Canal Plaza, 5th Floor
Portland, ME 04101

Gentlemen:

Reference is made to the Ground Lease dated December 22, 1999 (the "Lease") between Westport Realty, LLC ("Landlord") and The Gage Company ("Tenant") relating to premises known as 172-174 St. John Street, Portland, ME 04104, more particularly described in the Lease in Exhibit A attached thereto (the "Leased Premises").

Tenant hereby exercises its Option to Purchase the Leased Premises from the Landlord pursuant to the terms of Section 30 of the Lease. Under those terms, the closing of the sale by Landlord to Tenant "shall occur no earlier than six (6) months and no later than seven (7) months" after the date of delivery of this notice. Please contact the undersigned to arrange for a closing date mutually convenient to Landlord and Tenant in compliance with the terms of the Lease.

Very truly yours,

Gary A. Van Luven
Vice Chairman

cc: Craig N. Denekas, Esq.
(Perkins, Thompson, Hinckley & Keddy)

10.3

0091500

BK15242PG059

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that I, **Joseph F. Boulos**, of Falmouth, County of Cumberland and State of Maine, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANT to **Westport Realty, LLC**, a limited liability company organized and existing under the laws of the State of Maine, the mailing address of which is c/o Boulos Property Management, One Canal Plaza, 5th Floor, Portland, ME 04101, with QUITCLAIM COVENANT, certain land, **but not the building thereon**, located in Portland, County of Cumberland and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof, **the ownership of said land and the building thereon having been severed by St. John Street Realty, and the building located on said land, but not said land, having been previously conveyed by said St. John Street Realty to The Gage Company by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

WITNESS my hand and seal this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness
Printed Name:

Joseph F. Boulos

STATE OF MAINE
County of Cumberland, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos and acknowledged the foregoing instrument to be his free act and deed.

Before me,

~~Notary Public~~/Maine Attorney-at-Law
Printed Name: Paul D. Pierce

10.4

BK15242PG060

Exhibit A

Joseph F. Boulos to Westport Realty, LLC

POOR ORIGINAL

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. N. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

Thence S 79° 23' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to Joseph F. Boulos by Deed of St. John Street Realty of even or near date, to be recorded in the Cumberland County Registry of Deeds.

POOR ORIGINAL

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 DEC 23 AM 11:08
CUMBERLAND COUNTY
John B OBrien

0091499 BK15242PG055

10.6

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **St. John Street Realty**, a Maine general partnership organized and existing under the laws of the State of Maine and having a place of business in Portland, County of Cumberland, and State of Maine, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to **Joseph F. Boulos**, of Falmouth, County of Cumberland, and State of Maine, whose mailing address is c/o Boulos Property Management, One Canal Plaza, 5th Floor, Portland, ME 04101, with QUITCLAIM COVENANT, certain land, **but not the building thereon**, located in Portland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof, **the ownership of said land and the building thereon having been partitioned by the Grantor in severing the ownership of said land and said building, and the building located on said land, but not said land, having been previously conveyed by the Grantor to The Gage Company by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

Said land is hereby conveyed subject to such matters as are set forth on Exhibit B, attached hereto and made a part hereof.

To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455 that said building shall be and remain separate personal property severed from the land on which said building is located and no interest in the personal property is being conveyed by this deed.

IN WITNESS WHEREOF, the said St. John Street Realty has caused this instrument to be sealed with its partnership seal and signed in its partnership name by Joseph F. Boulos, its general partner, thereunto duly authorized, this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

ST. JOHN STREET REALTY

By: _____
Joseph F. Boulos
Its General Partner

COUNTY OF CUMBERLAND, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos in his capacity as General Partner of St. John Street Realty, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said partnership.

Before me,

~~Notary Public~~/Maine Attorney-at-Law
Printed Name: Paul D. Pettengill

BK15242PG057

10.7

Thence S 79° 29' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to St. John Street Realty by deed of RDJ Realty dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7112, Page 170.

POOR ORIGINAL

BK15242PG056

10.8

POOR ORIGINAL

Exhibit A

St. John Street Realty to Joseph F. Boulos

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56' by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

BK15242PG058

10.9

EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

8. Mortgage and Security Agreement granted by St. John Street Realty to City of Portland dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7016, Page 6 and related Assignment of Landlord's Interests in Leases dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 43, and Non-Disturbance, Attornment and Subordination Agreement by and among Maine National Bank, The Westco Corporation, and St. John Street Realty dated December 18, 1985 and recorded in Book 7016, Page 35; as affected by Assignment of Loan Agreement, Note, Mortgage and Lease assignment from the City of Portland to Maine National Bank dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 56 and by Partial Release of even or near date executed by Fleet Bank of Maine (as successor in interest to Maine National Bank) to be recorded in the Cumberland County Registry of Deeds.

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 DEC 23 AM 11:07
CUMBERLAND COUNTY
John B O'Brien

Att 11.1

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANGUS S. KING, JR.
GOVERNOR

MARTHA KIRKPATRICK
COMMISSIONER

December 15, 2000

Mr. William B. Needleman, Planner
Planning Office, City Hall
389 Congress Street
Portland, ME 04101

RE: Redlon & Johnson Co., DEP #L-20453-25-A-D

Dear Mr. Needleman:

The Department has received the application of the Redlon & Johnson Co. to expand their existing development on St. Johns Street. During a cursory review of this application, I contacted you with two concerns, which follow below.

My first concern was in regards to stormwater quality treatment. I noted that the applicant proposes to utilize catch basin sumps and oil/gas hoods in order to remove pollutants. Although listed as a best management practice (BMP) in the most recent edition of the State's Stormwater BMP Handbook, the Department does not recognize sumps and oil/gas hoods as capable of removing total suspended solids (TSS), in and of themselves. TSS removal credit is only given when these BMP's are used in conjunction with other practices, such as a manufactured oil/grit separator or detention/retention basins. The Site Location of Development Law (38 MSRA 481 *et seq.*) requires the Department to make a finding of no adverse effect on the natural environment. The Site Rules (Chapter 371 *et seq.*) further defines this standard, and requires the Department make a determination that a proposed project does not have an unreasonable adverse effect on surface water quality. In order to make positive findings in a project like this, the Department would require the applicant to install a more efficient TSS removing BMP. This standard under the Site Law is separate from the Stormwater Law (38 MSRA 420-D) and the Stormwater Rules (Chapter 500). The environmental rationale here is that large projects should have some sort of mitigation for the amount of TSS and associated phosphorus inherent in the large amounts of stormwater runoff.

From our conversation today, I understand that the Planning Office has similar concerns, although they may be tempered by the City's current ordinances that reference Chapter 500 and not the Site Law. However, you may have some recourse with the Planning Board under an umbrella ordinance similar to the Site Law.

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RAY BLDG., HOSPITAL ST.

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11.2

My second concern was in regards to the permanent seeding plan noted on Sheet C-3, entitled "Site Details", drawn by Alliance Construction, Inc., dated September 21, 2000. Those notes call for a permanent seeding mix of Reed Canary Grass and Redtop. Reed Canary Grass is a facultative wetland species that, although indigenous, is quite invasive. Since the seeding application will occur in upland, the likelihood of survival for the Reed Canary Grass is small. The Department normally suggests an alternative plant in permanent seeding for uplands. Some species that we suggest for upland seeding are bluegrass, perennial rye grass, and fescues.

From our conversation today, I understand that the Planning Office will be making recommendations to change the permanent seeding plan to an appropriate upland species mix.

Based on our cursory review of the application, the Department has decided not to exert jurisdiction over this project.

Please call me if you have any questions.

Sincerely,

Alexander Wong, Project Manager
Division of Land Resource Regulation
Bureau of Land and Water Quality

11.3

CITY OF PORTLAND, MAINE

PLANNING BOARD

Jaimey Caron, Chair
Deborah Krichels, Vice Chair
Kenneth M. Cole III
Cyrus Y. Hagge
Erin Rodriquez
Mark Malone
Orlando E. Delogu

PUBLIC HEARING AGENDA

Tuesday Evening, January 9, 2001, at 5:30 p.m. the Planning Board will hold a Public Hearing, Room 209, City Hall, 389 Congress Street, Portland, Maine

1. ROLL CALL AND DECLARATION OF QUORUM
2. COMMUNICATIONS AND REPORTS
3. ANNOUNCEMENT OF DECISIONS AT THE PREVIOUS MEETING ON DECEMBER 12, 2000.

   i. North Atlantic Seafood site Plan; Vicinity of Commercial Street; City of Portland, Applicant.

   The Portland Planning Board voted unanimously 6-0 (Malone absent) to approve the subdivision; voted unanimously 6-0 to approve site plan subject to 4 conditions of approval.

   ii. Zoning Map Adoption And Zoning Map Amendment From R-05 To R-6 in the Vicinity of 144-156 Washburn Avenue.

   The Portland Planning Board voted unanimously 6-0 (Malone absent) to recommend to remove from R-05 to R-06 in the vicinity of 144-156 Washburn Avenue to the Portland City Council.

   iii. 14 Unit Residential Development R-3 PRUD; Site Plan and Subdivision Review; Vicinity of Stuart Street; North Star Enterprises, Applicant.

   The Portland Planning Board voted unanimously 6-0 (Malone absent) to table this item.

4. UNFINISHED BUSINESS

   i. 14 Unit Residential Development R-3 PRUD; Site Plan and Subdivision Review; Vicinity of Stuart Street; North Star Enterprises, Applicant.

   The Portland Planning Board will consider a plan by North Star Enterprises, Inc. for a 14-dwelling unit development in the vicinity of Stuart Street. The land area of the site totals 3.45 acres. The development is proposed as a planned residential unit development with attached dwelling units.

5. NEW BUSINESS

i. Office Building/Site Plan; Vicinity of 135 Marginal Way; Five Liver Company, Applicant.

The Portland Planning Board will consider a plan by Five Liver Company to construct an 18,000 sq. ft. building for office and retail use in the vicinity of 135 Marginal Way. 104 parking spaces are proposed. The building is proposed to be one story in height. The land area of the site is 1.44 acres. The property is zoned B-5. The development will be reviewed for conformance with the standards of the site plan ordinance.

ii. Site Plan/Site Location of Development; Vicinity of 172 St John Street; Redlon Johnson, Applicant.

The Portland Planning Board will consider a plan by Redlon and Johnson Co for a proposed 10,734 sq. ft. addition to their existing plumbing supply facility at 172-179 St. John Street.

5. ADJOURNMENT

NOTE: It is possible that the Board will not reach all of the items prior to adjournment. Any items not reached will be rescheduled to appear on the subsequent agenda with items appearing early on the agenda as unfinished business.

AH 12.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Fri, Jan 5, 2001 12:07 PM
Subject: Redlon and Johnson

Bill,

I have reviewed the Stormwater report and corresponding plans dated December 21, 2000 by Alliance construction for the Redlon and Johnson Project and provide the following comments:

1. the applicant has proposed the use of pipe tees and casco hoods as their means of providing water quality treatment and sediment removal from stormwater runoff. In my opinion these measures do not satisfactorily meet the City's standard for stormwater treatment. The past precedent set by the Planning board for similar projects has been to require a manufactured treatment device such as a vortechnics chamber, a Downstream Defender or other equal structure. My specifics concerns on the proposed tees include the installation of a tee on the RCP type pipe and exactly how that connection would be made. Secondly, the structures contain 21" pipe therefore if the existing structures are only 4' dia. the tee will be difficult to fit in the structure. The tee will also hamper long term maintenance and the ability to extract sediment out of the sump.

2. The plans do not contain information as to the existing sump depths of the structures.

3. the plan does not show the pipe connection from the truck well catch basin to the strom drain pipe. This information should be added to the plan.

If you have any questions regarding these comments please call.

Steve Bushey

AH 13.1

SECTION XIV

STANDARDS FOR LOCAL SITE LOCATION OF DEVELOPMENT REVIEW

1. INTENTION

These standards are intended to provide a flexible and practical means by which the City of Portland may exercise its police powers to control the location of those developments substantially affecting the local environment in order to ensure that such developments will be located in a manner which will have minimal adverse impact on the natural environment within the development sites and of their surroundings and to otherwise protect the health, safety and general welfare of the people.

2. APPLICABILITY

The Planning Board shall review:

(a) subdivisions;
(b) structures;
(c) developments generating passenger car equivalents of between 100-200 per peak hour for compliance with the following standards; and

For purposes of this section the following definitions shall be applied by the City of Portland Planning Board:

1. **Subdivision.** Land which is divided into 5 or more lots (other than lots for single-family, detached, residential housing, common areas or open space) to be offered for sale or lease to the general public during any 5-year period and the aggregate land area includes more than 20 acres; or the division of a parcel of land into 15 or more lots for single-family, detached, residential housing, common areas or open space, to be offered for sale or lease to the general public within any 5-year period and the aggregate land area includes more than 30 acres. The aggregate land area includes lots to be offered together with the roads, common areas, easement areas and all portions of the parcel of land in which rights or interests, whether express or implied, are to be offered. This definition of "subdivision" is subject to the following exceptions:

   A. Lots of 40 or more acres but not more than 500 acres may not be counted as lots except where:
      (1) The proposed subdivision is located wholly or partly within the shoreland zone;

B. Lots of more than 500 acres in size may not be counted as lots;

C. Five years after a subdivider establishes a single-family residence for that subdivider's own use on a parcel and actually uses all or part of the parcel for that purpose during that period, a lot containing that residence may not be counted as a lot;

D. Unless intended to circumvent this article, the following transactions may not be considered lots offered for sale or lease to the general public:

(1) Sale or lease of lots to an abutting owner or to a spouse, child, parent, grandparent or sibling of the developer if those lots are not further divided or transferred to a person not so related to the developer within a 5-year period, except as provided in this subsection;

(2) Personal, nonprofit transactions, such as the transfer of lots by gift, if those lots are not further divided or transferred within a 5-year period or the transfer of lots by devise or inheritance; or

(3) Grant of a bona fide security interest in the whole lot or subsequent transfer of the whole lot by the original holder of the bona fide security interest or that person's successor in interest;

E. In those subdivisions that would otherwise not require site location approval, unless intended to circumvent this article, the following transactions may not, except as provided, be considered lots offered for sale or lease to the general public:

(1) Sale or lease of common lots created with a conservation easement as defined in Title 33, section 476, provided that the Department of Environmental Protection is made a party;

(2) The exception described in paragraph E does not apply, and the subdivision requires site location approval, whenever the use of a lot described in paragraph E changes or the lot is offered for sale or lease to the general public without the limitations set forth in paragraph E; and

F. The transfer of contiguous land by a permit holder to the owner of a lot within a permitted subdivision is exempt from review hereunder, provided that the land was not owned by the permit holder at the time the Department of Environmental Protection, the MDOT or the City approved the subdivision. Further division of the transferred land must be reviewed under these standards.

For the purposes of this subsection, a parcel of land is defined as all contiguous land in the same ownership provided that lands located on opposite sides of a public or private

road are considered each a separate parcel of land unless that road was established by the owner of land on both sides of the road subsequent to January 1, 1970. A lot to be offered for sale or lease to the general public is counted, for purposes of determining jurisdiction, from the time a municipal subdivision plan showing that lot is recorded or the lot is sold or leased, whichever occurs first, until 5 years after that recording, sale or lease.

2. **Structure**. Any building, parking lot, road, paved area, wharf or area to be stripped or graded and not to be revegetated that cause a total project to occupy a ground area in excess of 3 acres. Stripped or graded areas that are not revegetated within a calendar year are included in calculating the 3-acre threshold; and

3. **Passenger car equivalents at peak hour**. "Passenger car equivalents at peak hour" means the number of passenger cars, or, in the case of nonpassenger vehicles, the number of passenger cars that would be displaced by nonpassenger vehicles, that pass through an intersection or on a roadway under prevailing roadway and traffic conditions at that hour of the day during which the traffic volume generated by the development is higher than the volume during any other hour of the day. A one tractor-trailer combination is the equivalent of 2 passenger cars.

3. STANDARDS

The following standards shall be applied in evaluating developments identified in subsection 2, above, except where Portland elsewhere has adopted more restrictive standards, the more restrictive standards shall control:

1. Financial and technical capacity. The developer has the financial capacity and technical ability to develop the project in a manner consistent with state environmental standards and with the provisions of Portland's Code of Ordinances . The Planning Board may issue a permit that conditions any site alterations upon a developer providing the Planning Board with evidence that the developer has been granted a line of credit or a loan by a financial institution authorized to do business in this State or with evidence of any other form of financial assurance the Planning Board determines to be adequate. The Planning Board shall also assess any such application in accordance with the standards set forth in Chapter 373 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

2. Traffic movement. For any development that generates 100 or more passenger car equivalents at peak hour, the developer has made adequate provision for traffic movement of all types into and out of the development area. Before issuing a permit, the Planning Board shall determine that any traffic increase attributable to the proposed development will not result in unreasonable congestion or unsafe conditions on a road in the vicinity of the proposed development. The Department of Transportation or the City of Portland Traffic Engineer shall provide the Planning Board with an analysis of traffic movement

of all types into and out of the development area and with a statement of recommended findings on traffic issues. In making its determination under this subsection, the Planning Board shall consider the analysis and recommendations provided by the City's Traffic Engineer or the Department of Transportation. Traffic movement determinations are subject to the following:

A. If any project qualifies for site location review solely because it generates 100 or more passenger car equivalents at peak hour then the site location of development review shall be limited only to issues relevant to the traffic movement standards in this section.

In all instances, the appropriate representative of the municipality or municipalities where the project is located, shall discuss with the applicant the scope of the traffic impact from the proposed development to be studied. Where required by state law, the applicant shall provide notice to abutting municipalities.

B. If a development is located in an area designated as a growth area in a local growth management plan that has been found by the State to be consistent with the growth management program in Title 30-A, chapter 187, the Planning Board shall require improvements to the level of traffic service only if the level of service adjacent to or in the vicinity of the development is or would be level of service E or F, as determined by the City's Traffic Engineer in accordance with the "Highway Capacity Manual" (3rd ed. 1994). In these cases, improvements shall be required so as to bring the traffic service to, at minimum, level of service D.

C. To the extent not inconsistent with these standards, the Planning Board shall also assess any such application in accordance with the standards set forth in Chapter 374 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

(3) No adverse effect on the natural environment. The developer has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 375 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

(4) Soil types. The proposed development will be built on soil types that are suitable to the nature of the undertaking. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 376 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

(5) Ground water. The proposed development will not pose an unreasonable risk that a

discharge to a significant ground water aquifer will occur. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 500 and 502 of the Maine Department of Environmental Storm Water Management and Direct Watersheds of Waterbodies Most at Risk from New Development Rules, as may be amended from time to time.

(6) Infrastructure. The developer has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.

(7) Flooding. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 500 and 502 of the Maine Department of Environmental Storm Water Management and Direct Watersheds of Waterbodies Most at Risk from New Development Rules as may be amended from time to time.

(8) Storm water management and erosion and sedimentation control. The proposed development meets the standards for storm water management in 38 MRSA §420-D, as may be amended from time to time and the standard for erosion and sedimentation control in 38 MRSA §420-C, as amended from time to time. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 500 and 502 of the Maine Department of Environmental Storm Water Management and Direct Watersheds of Waterbodies Most at Risk from New Development Rules, as may be amended from time to time.

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PLANNING REPORT #2-01

DRAFT

WAREHOUSE AND STORAGE EXPANSION

SITE PLAN AND SITE LOCATION OF DEVELOPMENT REVIEW

REDLON JOHNSON, APPLICANTS

Submitted to:

Portland Planning Board
Portland, Maine

January 9, 2001

I. INTRODUCTION

Redlon and Johnson Co. requests a workshop review for a proposed 10,734 square foot building addition to their existing plumbing supply facility at 172-174 St. John Street. The development will be an extension of their current use, providing better truck circulation and loading with additional interior storage. The applicant also proposes a pavement expansion over an existing exterior storage area adjacent to the building addition. This project is being reviewed for site plan review and Site Location of Development review under local delegated authority.

This project was developed in 1985 with a total of 2.9 acres of new impervious surface. The new addition and new paved exterior parking area will combine to create 3.28 acres of new impervious surface since 1985, thus qualifying the project for Site Location of Development review. As an industrial development of less than 20,000 square feet, this project would ordinarily be reviewed at the staff level, but due to the need for Site Location review, the applicant requests Planning Board review.

Title Issues:

The applicant has provided deeds showing evidence of ownership of the subject building, and a letter exercising an option to purchase the land. The option is referenced to a Ground Lease between the owner, Westport Realty, and the tenant, The Gage Co., but the lease document has not been provided. Planning staff has informed the applicant that sufficient evidence of development rights should be provided prior to Public Hearing. Planning Staff and Corporation Counsel recommend a condition of approval that the applicant provide a copy of the lease prior to issuance of the building permit.

Site Description

The site contains approximately 3.38 acres of land adjacent to the Maine Central Rail Road right of way west of St. John Street. The subject parcel abuts commercial parking to the north (behind the former rail road office complex,) the railroad right-of-way to the west, the Century Tire complex to the south, and St. John Street commercial uses to the east. The land has 60 feet of frontage on St. John Street providing access to a private drive heading westerly to the existing Redlon and Johnson parking lot.

The site is dominated by the existing building; a 52,272 square foot industrial/storage building with a large wholesale show room. A 65-space customer and employee parking lot occupies the northerly end of the parking lot, which is connected to a partially paved exterior storage area at the southerly end of the site by a paved drive. The existing loading bays are located in the interior

of the building and present extreme difficulty to the drivers currently trying to access the loading platforms.

Project Description

The project proposes to construct a one-story metal building addition on the rear (south) end of the existing building. The area of the proposed addition is currently being used for exterior storage and it is proposed that some of the material that is currently being stored outside will, in the future, be stored in the addition. Three new loading bays will be incorporated in the addition, facilitating the loading and unloading of large trucks.

Building elevations are attached.

Zoning:

The IMB zone requires that paving must be set 10 feet back from property lines. The proposed pavement at the exterior storage had previously violated this provision, but the applicant has changed the plans to include a 10-foot buffer of crushed stone at the boundary. The crushed stone area will be used for exterior storage, and will continue to be considered as impervious surface.

II. SUMMARY OF FINDINGS

Lot Size:	3.38 acres+/-
Building Size:	52,272 square feet (existing)
	10,734 square feet (proposed)
Zoning:	IMB
Parking:	64 spaces (existing, no additional spaces proposed)
New Impervious:	5,225 square feet (new pavement)
Existing	
Impervious:	52,272 square feet (building)
	74,488 square feet (pavement)
	126,760 square feet (total existing)
Post-Devel.	
Impervious:	131,985 square feet (total)

III. SITE PLAN REVIEW

Representatives from the Planning, Public Works, and Fire Departments have reviewed the plans. Comments from these departments are incorporated into the Planning Board Report.

1. Traffic/Circulation

Vehicle access to the site is provided via an existing access drive from Warren Avenue to customer parking in front of the building. Truck access is provided around the rear of the building to the exterior storage areas. Currently, trucks back into interior loading bays located mid-way on the westerly side of the building. Planning staff, while visiting the site, observed trucks having significant difficulty accessing the existing bays.

The new addition will include new loading bays, greatly improving truck circulation.

Pedestrian circulation is provided across the front of the parking area to the customer show room. St. John Street has recently been rebuilt, and sidewalks are in excellent condition.

The traffic engineer has reviewed the plans and finds that the access and circulation is satisfactory.

2. Bulk, Location, Height of Buildings

The addition will follow the roofline of the existing structure and is approximately 20 ft. high. Like the main structure, the addition is a metal-sided industrial building that is not anticipated to have negative impacts on neighboring properties.

3. Utilities, Easements, Solid Waste

The site will be served from existing utilities on-site.

The site is subject to a surface drainage easement for the benefit of St. John Realty Co. that runs along the westerly boundary of the site. The easement will not be impacted by the proposed development.

Solid waste is handled with existing dumpsters which, according to the applicant, are to be stored in side.

4. Landscaping

The applicant's plan shows no additional landscaping.

5. Stormwater/Wetlands

The site is largely flat and currently drains southerly through an existing underground system which eventually outlets off-site into the Fore River. The system starts as a 12-inch pipe at the easterly edge of the customer parking area. The pipe flows down to the westerly truck access drive with a series of catch basins, turning southerly, eventually exiting the site and continuing to the separated City system which outfalls to the Fore River near the Veteran's Bridge. The pipe increases in size as the system flows southerly, starting as a 12-inch pipe at the parking area, and exiting the site as a 27- inch pipe. The oversized nature of the system provides detention, since, according to the applicant, the outlet orifice reduces to an 18-inch diameter, thus restricting flow. Very little additional stormwater will be generated by the proposed addition and paving, and no existing stormwater problems are apparent. Currently, no stormwater treatment is provided.

The applicant proposes to add a new catch basin near the addition, and will be outfitted with a gas hood. Additionally, in response to Planning Staff concerns for increased storm water treatment, the applicant has added "tee" outlets to the existing catch basins in the customer parking area to catch floatables and provide some TSS removal. See up-dated Stormwater Quality Report, Attachment #9. Planning Staff and DRC, Steve Bushy have concerns that more storm water treatment should be provided. See DRC memo dated January 5, 2001, Attachment #12.

The applicant bases their use of the modified catch basin approach for storm water treatment on (1) the fact that no quantified TSS removal rate is specified under the ordinance; and (2) the fact that the DEP no longer gives the Vortech-type structures a quantified rate of removal. Planning Staff recommends a higher level of stormwater treatment based on (1) the fact that both local and state standards require "no adverse impact" as part of larger scale development- regardless of Chapter 500 guidelines; and (2) the fact that, according to the DRC, the Vortech-type structures will provide greater treatment levels over the modified catch basin design.

The Board will need to determine if the modified catch basin treatment method satisfies the Site Plan Standards and the Site location of Development Standards. See the Site Location Review section below.

6. Lighting

The parking area has two large steel light poles with box-type cut-off fixtures and the building has typical non cut-off wall-mounted fixtures. No lighting information has been provided for the area of new construction. Staff suggests a condition of approval that a lighting plan for the addition area be provided.

7. Fire Safety

Fire Safety has reviewed the development proposal and finds the design acceptable.

8. Industrial Development

The proposed low impact industrial development will not create any adverse environmental consequences, including any substantial diminution to the value or utility of neighboring structures.

9. Environmental Impact

Since the last workshop on this project, the applicant has submitted supporting information regarding stormwater treatment. See the Storm Water Section Above and the Site Location of Development Section below.

IV. SITE LOCATION OF DEVELOPMENT REVIEW

The existing building and paved areas were developed in 1985, resulting in +/-2.9 acres of new impervious surface. The new development, which adds 5,225 square feet of new pavement and crushed gravel, pushes the site over 3 acres of impervious surface, thus qualifying the site for Site Location of Development review. DEP project manager, Alex Wong has provided a letter, which approves delegated authority for this project; but additionally, suggests that the applicant provide greater TSS removal. See Attachment #11.

Although, additional parking is not proposed with this development, planning staff is requesting that the applicant be required to install a stormwater treatment structure to treat the stormwater currently exiting the existing parking area. While Site Location regulations do not require a quantified reduction of TSS for facilities which outlet into the Fore River (a coastal wetland, not designated as at-risk,) planning staff bases the request for stormwater treatment on the City's technical standards for stormwater management –treatment for parking areas over 25 spaces- and Site Plan Standard #20 – no adverse environmental impact. Additionally, local Site Location of Development Standards includes a no adverse environmental impact clause- comparable to Site Plan Standard #20.

DRC, Steve Bushy, has reviewed the latest storm water submittal and suggests that the Board require a Vortech-type structure. See DRC memo and suggested condition of approval.

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and information submitted by the applicant and on the basis of information contained in Planning Report #2-01, the Planning Board finds:

- That the site plan is in conformance with the Site Plan Ordinance of the Land Use Code; subject to the following conditions of approval:

  That the applicant submit a current land lease or other proof of right, title, or interest for Corporation Counsel's review and approval; and

  That the applicant submit a lighting plan for the proposed addition area for Planning Staff Review and approval; and,

- That the plan is in conformance with the Standards for Local Site Location of Development Review; subject to the following conditions of approval:

  That the applicant provides a revised stormwater management plan for the DRC's review and approval. The revised plan shall show a Vortech-type treatment structure and address concerns outlined in the attached DRC memo dated January 5, 2001.

Attachments:

1. Written Statements
2. Utility capacity letters
3. Storm Water Information
4. Letter of Financial Capacity
5. Deed Information
6. Engineering review
7. Aerial Photo
8. DEP Notice
9. Revised stormwater quality report
10. Updated title information
11. DEP letter
12. DRC Memo, dated January 5, 2001
13. Standards for Local Ste Location of Development Review
14. Plans

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 874-8722

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 2 January 2001

Pages including this cover page: 9

re: Redlon & Johnson, 172-174 St. John Street, Portland

Dear Bill,

Following up from our previous conversation, please find attached copies of the information Redlon & Johnson has sent me. This documentation shows the intent of Redlon & Johnson to exercise the option in their lease and buy the complete property in question.

After you receive and review the attached information please don't hesitate to give me a call so we can discuss this project further.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

April 20, 2001

William B. Needelman, Planner
City of Portland, Planning Department
389 Congress Street
Portland, Maine 04101
(207) 874-8722

Re.: Redlon & Johnson Facility Expansion
172-174 St. John Street

Dear Mr. Needelman:

We am writing to you on behalf of Redlon & Johnson requesting that the Redlon & Johnson facility expansion project to be on the May 8, 2001 City of Portland Planning Board public hearing agenda. We are making this request for the specific purpose of petitioning the Planning Board to amend their January 9, 2001 approved site plan and conditions. Due to new developments that have occurred since the January 9th site plan approval for this project, we are asking the Planning Board to remove the condition of having a storm water treatment device as part of this project.

We are raising this issue since because recently we have found out that Barber Foods has recently been granted approval for a new project on their property, and as part of that project they too were required to have a storm water treatment device. Barber Foods, at this time has obtained their building permits and have broken ground on their project.

The storm water treatment unit that Barber Food is installing at this time will be attached to and service the storm water collection system that starts at Redlon & Johnson, runs through another property prior to Barber Food property and the subsequent outfall connecting into the City of Portland's storm water collection system. The premiss of our argument is that by the location of Barber Food's storm water treatment unit, being at the end of the storm water line. It is automatically and logically treating all the run off from all properties (including the entire Redlon & Johnson property) prior to the outfall. In all essence and practicality Barber Food storm water unit is meeting the required condition of Redlon & Johnson January 9th approved site plan.

I have talked to on several occasions, and met with the City of Portland personnel to discuss this issue. To my knowledge everyone is in agreement that there is an unnecessary redundancy with having both projects (one at beginning-Redlon, and one at the end-Barber) being required to treat the same storm water runoff. Please keep in mind that

Barber Food treatment unit will be in-place and operational before Redlon & Johnson might construct this proposed facility expansion project. No matter what, if Redlon & Johnson does not continue, all their future storm water run-off will still be treated by Barber Food.

In conclusion it is our hope that you and the planning staff will recommend to the Planning Board that the condition of the storm water treatment unit be removed from Redlon & Johnson approved site design. Thank you for all your help and effort on our behalf with this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file, S.Hopkins, B.Hutchinson

Bill - May 8
PH w/ Board.
-S

Alliance
CONSTRUCTION
INCORPORATED

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953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
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April 20, 2001

Sarah Hopkins, Development Review Program Manager
City of Portland, Planning Department
389 Congress Street
Portland, Maine 04101
(207) 874-8720

Re.: Redlon & Johnson Facility Expansion
172-174 St. John Street

Dear Mrs. Hopkins:

Please find attached a copy of the letter I sent directly to Bill Needelman for your records. The attached letter is per our telephone conversation we had this past Wednesday afternoon.

If you or Bill could let me know the status of this requesting over next few weeks, I would greatly appreciated it. If you have any questions, please don't hesitate to give me a call.

Sincerely,

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file, S.Hopkins, B.Hutchinson

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
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April 20, 2001

William B. Needelman, Planner
City of Portland, Planning Department
389 Congress Street
Portland, Maine 04101
(207) 874-8722

Re.: Redlon & Johnson Facility Expansion
172-174 St. John Street

Dear Mr. Needelman:

We am writing to you on behalf of Redlon & Johnson requesting that the Redlon & Johnson facility expansion project to be on the May 8, 2001 City of Portland Planning Board public hearing agenda. We are making this request for the specific purpose of petitioning the Planning Board to amend their January 9, 2001 approved site plan and conditions. Due to new developments that have occurred since the January 9th site plan approval for this project, we are asking the Planning Board to remove the condition of having a storm water treatment device as part of this project.

We are raising this issue since because recently we have found out that Barber Foods has recently been granted approval for a new project on their property, and as part of that project they too were required to have a storm water treatment device. Barber Foods, at this time has obtained their building permits and have broken ground on their project.

The storm water treatment unit that Barber Food is installing at this time will be attached to and service the storm water collection system that starts at Redlon & Johnson, runs through another property prior to Barber Food property and the subsequent outfall connecting into the City of Portland's storm water collection system. The premiss of our argument is that by the location of Barber Food's storm water treatment unit, being at the end of the storm water line. It is automatically and logically treating all the run off from all properties (including the entire Redlon & Johnson property) prior to the outfall. In all essence and practicality Barber Food storm water unit is meeting the required condition of Redlon & Johnson January 9th approved site plan.

I have talked to on several occasions, and met with the City of Portland personnel to discuss this issue. To my knowledge everyone is in agreement that there is an unnecessary redundancy with having both projects (one at beginning-Redlon, and one at the end-Barber) being required to treat the same storm water runoff. Please keep in mind that

Barber Food treatment unit will be in-place and operational before Redlon & Johnson might construct this proposed facility expansion project. No matter what, if Redlon & Johnson does not continue, all their future storm water run-off will still be treated by Barber Food.

In conclusion it is our hope that you and the planning staff will recommend to the Planning Board that the condition of the storm water treatment unit be removed from Redlon & Johnson approved site design. Thank you for all your help and effort on our behalf with this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file, S.Hopkins, B.Hutchinson

Att 1.1

Alliance
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INCORPORATED

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953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

10 October 2000

Sara Hopkins, Development Resource Services Manager
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: Redlon & Johnson
172-174 St. John Street
Portland, Maine

Dear Mrs. Hopkins:

We reference section 14-525 of the Portland Code with the following:

(b,3,c) Written Statements:
The cost of the development is currently estimated to be approximately $450,000.
Applicant: Redlon & Johnson
172-174 St. John Street
Portland, Maine
(207) 773-4755

(b,3,c,1) The proposed project will consist of a 10,734 SF building addition. This addition is an extension to, and increase of existing material storage/handling space. This project is not intended to increase employment or office space (with associated facilities).

(b,3,c,2) The current site, bounded on the east by St. John Street & properties 3978/237, 3361/335, 3496/311, 6145/462, 6374/221; on the south by properties 8192/198; on the west by Maine Central Railroad; on the north by Maine Central Railroad & properties 4595/110 is 147,233 square feet in size. The proposed buildings structure will use 10,734 SF of the available land area.

(b,3,c,3) There are four easements affecting this property. (1) Easement to Central Maine Power Co. and New England Telephone and Telegraph Co., (2) Drainage Maintenance Agreement, (3) Reserved Access Easement, (4) Storm Water Drainage Easement. None of the above easement will be encroached upon or effected. This proposed project requires no future easements.

(b,3,c,4) This project is an expansion of storage area and is not expected to increase solid waste volume. Presently this facility uses two 8x6 dumpsters that are moved into the build the day before trash removal. The dumpsters are returned to their final position before trash removal. The dumpsters will be located near the new gate to the storage yard. Since the dumpsters are being constantly moved from

position to position and are located to the rear of the complex, they are not screened off.

(b,3,c,5) Evidence of off – site utilities is indicated by the letters submitted, under Tab #1 of this binder.

(b,3,c,6) Stormwater is currently being drained by sheet flow to several on-site catch basins. Please refer to proposed site plan for planned stormwater management. A Stormwater Management Report, by Alliance Construction, prepared by Paul R. LaRochelle, P.E., under Tab #2.

(b,3,c,7) Construction is planned for a early-November 2000 start and a March 2001 completion. We anticipate that the foundation will be re-enforced concrete footings & foundation walls with a slab on grade. The building structure will be a pre-engineered metal building with a rigid steel super structure, metal panel siding and a standing seam metal roof.
Erosion control devices will be installed prior to any construction work, and will be maintained throughout the construction duration.

(b,3,c,8) We do not anticipate that any state or federal agency approvals would be required for this project. The only approvals that this project should require are at the local level and the state Fire Marshall.

(b,3,c,9) Evidence of financial capacity is attached, under Tab #3.

Construction and design services are being provided by Alliance Construction, Inc., under the direction of Gary R. Guerette, P.E., Vice President of Design-Build Services.

(b,3,c,10) Evidence of the applicant's right, title, or interest to the project is enclosed behind Tab # 4.

(b,3,c,11) There are no known unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site.

There is no traffic study required for this project. This proposed project does not increase traffic into or out of the property. This project's only purpose is to increase the amount of enclosed/covered storage capacity.

Sincerely,

Ronald G. Burt

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

Alliance
CONSTRUCTION
INCORPORATED

A+1.3

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

November 8, 2000

William B. Needelman, Planner
City of Portland, Planning Departtment
389 Congress Street
Portland, Maine 04101
(207) 874-8722

Re.: Redlon & Johnson
172-174 St. John Street

# of pages including this sheet: 7 Plus 3 sets of Site Drawing

Dear Mr. Needelman:

This letter is to follow up and response to the engineering comments made by Anthony Lombardo. In the correspondence I received from your office there are 5 outstanding questions at this time that prevents further site plan review. It is my hope that this letter and the attached drawings will resolve these questions and allow the review process to continue and be completed in the near future.

The first question asked about the outfall location of the existing catch basin, etc. I have attached drawing "Title Survey" sheet 1 of 1 (dated 2/7/86). This drawing shows the information in questions. The second question asked about the easements. Please see drawing titled "Land Title Survey" (dated 12/3/93) and documentation of listed easements 3b & 3c. The third questions asked about identifying abutting properties, please see the attached drawing "Standard Boundary Survey" (dated 6/12/96) for this information. The fourth questions comments on the new and old building are indistinguishable. We have revised drawing C-2 providing a box around the new construction with the comment "Limit of work". The fifth and final remark is responded with both revised drawing C-2 and the verbiage that no construction will take place at or near the property entrance on St. John Street.

Hopefully all of the attached information is what you need to continue the site review process for this project. Thank you for all your help and effort on our behalf with this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Ronald G. Burt

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file

Att 2.1

Department of Public Works

William J. Bray
Director

CITY OF PORTLAND

3 October 2000

RECEIVED
OCT - 5 2000
ALLIANCE CONSTRUCTION, INC.

Mr. Ronald G. Burt,
Design-Build Project Coordinator,
Alliance Construction, Incorporated,
160 Pleasant Hill Road,
Scarborough, Maine 04074

RE: The Capacity to Handle Wastewater Flows, from the Proposed Addition to the Redlon &Johnson Facility, 172-174 St. John Street.

Dear Mr. Burt:

The existing ten-inch diameter concrete sanitary sewer pipe located in St. John Street has adequate capacity to transport the anticipated wastewater flows of zero GPD, from your proposed addition to the Redlon & Johnson facility. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of zero GPD, from your proposed expansion of the Redlon & Johnson facility.

Anticipated Wastewater Flows from the Proposed Warehouse Expansion	
Proposed .28 Acre Warehouse Expansion	= 0 GPD
Total Proposed Increase in Wastewater Flows for this Project	**= 0 GPD**

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and the Maine D.E.P., requires C.S.O. abatement, as well as stormwater mitigation, in order to offset any increase in sanitary flows, from all projects.

If I can be of further assistance, please call me at 874-8832.

Sincerely,
CITY OF PORTLAND

Frank Brancely

Frank J Brancely, B.A., and M.A.
Senior Engineering Technician

FJB

cc: Joseph E. Gray, Director, Department of Planning, and Urban Development, City of Portland
William Needleman, Planner, Department of Planning, and Urban Development, City of Portland
Katherine A. Staples, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Anthony W. Lombardo, P.E., Project Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Desk file

O:\Engshare\CSO\172 St. John St.Doc

AHZ

Troy F. McDonald
Right-of-Way Specialist

Verizon Maine
5 Davis Farm Road
Portland, ME 04103

Phone 207.797.1785
Fax 207.797.1098
troy.f.mcdonald@verizon.com

October 10, 2000

Ron Burt
Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

RE: *Adequate Facilities – Proposed Expansion to Redlon & Johnson, St. John Street, Portland, Maine*

Dear Mr. Burt:

In accordance with your recent request please be advised that our engineering department has reviewed the facility records for the proposed expansion of the Redlon & Johnson facility located on St. John Street in Portland.

Based upon their findings we have adequate facilities to provide for present and future requirements utilizing the very latest in telecommunications technology.

If you have any questions, do not hesitate to call. You can reach me at (207) 797-1785.

Sincerely,

Troy F. McDonald
Right-of-Way Specialist

Att 2.3

TIME WARNER CABLE

RECEIVED
SEP 27
ALLIANCE CONSTRUCTION, INC.

Ron Bert
Alliance Construction
160 Pleasant Hill Rd
Scarborough, ME 04074

Dear Ron,

This letter is to inform you that 172 Saint John St in Portland has existing service with Time Warner Entertainment and will be able to service the addition to the building if requested.

Sincerely,

Debra Paiement

Debra Paiement
Supervisor of Coordination and Design

Portland Water District

AH2.4

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-355

(207) 774-596
FAX (207) 761-83
www.pwd.c

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Mr. Ron Burt
Alliance Construction, Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

Re: 172-174 St. John Street Expansion, Portland

Dear Ron:

The Portland Water District has a 16" water main in St. John Street, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 86 psi; residual pressure 73 psi; with a flow of 1434 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands.

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

Recycled Paper

AH2.5

Central Maine Power, Customer Service Center
162 Canco Road, Portland, Maine 04103
1-800-750-4000

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074
Attn: Ron Burt

Subject: 172-174 St. John Street, Portland
Ridlon & Johnson Building

Dear Ron:

This letter is to advise that Central Maine Power Company has sufficient three phase electrical capacity in the area to serve the subject project.

When plans are available, please forward them to me so that I can coordinate our utilities with your project.

If you should have any questions, please feel free to call me at 791-8025.

Sincerely,

Gary Crabtree
Energy Services Advisor

GC/rr

A+2.6

Northern Utilities, Inc.

September 22, 2000

Mr. Ron Burt
Alliance Construction
Via fax 207-885-0846

RE: Ability to Serve Proposed Addition to Redlon & Johnson, 172-174 St. John St., Portland, ME

Dear Ron:

Northern Utilities Natural Gas has adequate capacity to serve the gas load requirements for the above referenced project.

Please have the total new connected gas load sent to my attention when the information becomes available.

Thank you for inquiring about gas service. If you have any questions please feel free to call me directly at 797-8002 or 1-800-924-8002.

Sincerely,

NORTHERN UTILITIES

Bill Howard
Sales Representative

325 West Road P.O. Box 508 Portsmouth, NH 03802-0508 603-436-0310 Fax: 603-436-9473
1075 Forest Avenue P.O. Box 3586 Portland, ME 04104-3586 207-797-8002 Fax: 207-878-3598
A subsidiary of Bay State Gas Company

AH 3.1

STORM WATER MANAGEMENT REPORT

For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

Prepared For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

Prepared By

Alliance CONSTRUCTION INCORPORATED

160 Pleasant Hill Road
Scarborough, Maine 04074
Tel. (207) 885-0855 Fax (207) 885-0846

September 12, 2000

AH 3.2

TABLE OF CONTENTS

A+H 3.3

A. Narrative

1. *Objective*

The objective of this report is to evaluate the impact of the proposed building expansion with respect to on-site and off-site stormwater runoff. A comparison of the pre-development stormwater runoff, to the post-development stormwater runoff is made. This report includes:

- supporting calculations;
- tables and charts utilized for the predevelopment and post-development stormwater runoff analysis;
- the proposed stormwater management system design; and
- calculations which support the design of the stormwater drainage system proposed for this development.

2. *Project Description*

The proposed development is located at 172-174 St. John Street. The site consists of approximately 3.38 acres of land. The proposed Site Plan includes expanded warehousing facilities totaling 0.28 of an acre of building footprint. Other associated improvements include a retaining wall for the back wall of the warehouse expansion.

3. *Existing Drainage Conditions*

The existing drainage runoff (3.38 acres) flows into the on-site existing catch basins and existing storm water piping. The runoff is collected by the existing storm system on site. There is a drainage system existing on the site. Refer to the Pre-development (Existing Conditions Plan).

The peak drainage runoff rated for this site, for the pre-development conditions, is based on:

- Runoff rates for the existing soil type is irrelevant since the entire area is impervious;
- Drainage runoff contributory areas;
- Type and condition of ground coverage is impervious pre-and post-development;
- Intensity-frequency-duration curves for Portland, Maine;

- Time of concentration for each drainage sub-area (it is assumed that the minimum time of concentration is five minutes for all points within the watershed to make it's way to the point of collection) and;
- Size of each drainage sub-catchment area within the watershed.

The pre-development peak flow is analyzed for the site under existing conditions, so these peaks can be compared with the calculated peak rates for the post-development conditions. All analysis is performed using the United States Department of Agriculture – Soil Conservation Service (USDA SCS), Type III, 24-hour storm distribution, for the design year storms 2, 10 and 25.

4. Proposed Drainage Conditions

The stormwater runoff from the proposed development will be collected in a closed drainage system. The system will have catch basins with Casco traps outflowing to the stormwater pipe system.

5. Stormwater Runoff

Methodology

This analysis evaluates the impact of the proposed development with respect to the predevelopment and post-development stormwater runoff. Comparison of the predevelopment stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to reduce the effects of increased stormwater runoff from the proposed development. The predevelopment and post-development stormwater runoff rates for the project site are determined for the 24-hour USDA-SCS, Type III rainfall distribution for the 2, 10 and 25-Year Storms.

Stormwater runoff analysis is based on the USDA-SCS methods as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Interior storm drainage design is based on the Rational Method.

Peak discharge hydrographs for the overall project site were calculated for the predevelopment and post-development conditions. Runoff curve numbers were determined for the land use. This was done for the pre- and post-development conditions. The time of concentration for the pre- and post-development conditions were determined based on current land use and topography. A five minute minimum time of concentration was assumed for design purposes. This represents a minimum "worst case" situation. Since the runoff would be directed to storm inlets and concentrated in a closed drainage system with a short hydraulic length and since each catchment area is relatively small in extent this assumption is reasonable.

The coefficient of runoff for each area used is based on land use. The project site is one storm drainage system catchment area. The storm collection system piping is to remain

the same size but relocated to accommodate the new addition. The new catch basin is then routed to the existing drainage pipe. The hydrograph at the point of discharge is then compared with the pre-development peak runoff.

6. Summary

The results of the detailed analysis and comparison of the pre-development and post-development runoff for the site drainage is as follows:

Table 1: Site Analysis: Pre & Post-Development Peak Rates of Runoff

Design Storm Frequency	2-Year	10-Year	25-Year
Pre-development Conditions: On-Site Drainage (3.38 acres)	11.2 cfs	15.7 cfs	18.2 cfs
Post-development Conditions:			
On-Site Drainage (3.38 acres)	11.5 cfs	16.1 cfs	18.5 cfs
Post-development Change On-Site Drainage	+0.3 cfs	+0.4 cfs	+0.3 cfs

B. Hydrologic Site Analysis – Drainage & Detention System Design

1. Drainage Analysis Basis

The stormwater runoff analysis is based on the United States Department of Agriculture – Soil Conservation Service (USDA-SCS) methodology, as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Detailed discharge hydrographs for the 2, 10, & 25 Year Storm Frequency are provided.

2. Watershed/Drainage Area Data (Project Site)

Total Site Drainage Area:	3.38 acres.
Storm Distribution	SCS 24-hour, Type III.
Return Period / Precipitation:	2-Year (4.0")
	10-Year (5.3")
	25-Year (6.0")

3. Stormwater Management

The stormwater management plan goal is to maintain the post-development runoff to pre-development flow rated and to improve drainage runoff water quality. Drainage runoff has been slightly increased by the proposed design. Drainage quality will be improved due to a more stabile surface material.

- Drainage runoff directed on-site has been increased. The increased runoff will be collected by on-site catch basins. In the pre-development state approximately 3.38 acres drained towards the closed drainage system located within the property. In the post-development state this area has been maintained 3.38 acres. The proposed run-off area drains into existing catch basins as before.

- Drainage runoff from the improved site is directed overland to the existing catch basins. The new roof drain is tied directly into the closed system. This system of storm water management improves the quality of the water leaving the site by directing it from the roof directly into the system. This reduces the area of street generated contaminants.

Erosion Control Measures

1. Introduction

The proposed project consists of approximately 38,300 square feet of land. The proposed site will consist of existing warehouse and office space with an expanded warehouse addition. Other associated improvements to this site include modifications to the semi-truck maneuvering area and reduction in outside storage area.

Best Management Practices for erosion control and site stabilization during construction will be employed on the site to minimize soil erosion and to protect the adjacent areas from impacts associated with the proposed development during and after construction. The use of erosion and sediment control silt fencing around the perimeter of the proposed work area will ensure on-site containment and control of any sediment from disturbed areas.

Additionally at inlets to the proposed storm drainage system, the use of a combination system will be utilized. This system will consist of placing filter fabric under the inlet grating of catch basins and continuing the fabric up and over the remainder of the inlet area of the basin; then a layer of crushed stone will be placed on top of the filter fabric. This filtration system will filter most sediment laden runoff and also secure the filter fabric in place, during construction.

2. Proposed Stabilization/Treatment

The proposed project will utilize both temporary and permanent erosion control and treatment measures for control of stormwater runoff. Temporary erosion control measures such as silt fence, hay bales and mulch will be used during the construction of the project to minimize intrusion of soil erosion and remain in place until permanent stabilization is accomplished. Other measures for sedimentation and erosion control as well as water quality protection will include provisions for sumps in all catch basins and storm water detention structures. Also, the catch basin collectors will be installed with Casco traps to reduce floating residue and sediment.

3. Stormwater Runoff Treatment

The design of the project incorporates the use of catch basin sumps and oil/gas hoods on the outlets of the drainage system. These treatment measures will add to the efficiency of catch basins in the removal of pollutants associated with stormwater flows from the paved areas.

A1. 3.8

SECTION 1.0

EXISTING RUNOFF

A#3.9

PRL
9/12/01

DRAINAGE CALCULATIONS FOR: REDLON JOHNSON

172-174 ST. JOHN STREET - PORTLAND, ME

PRE-DEVELOPMENT AREAS

TO CATCH BASIN'S (ON SITE):

BUILDING: 1.20 AC

PAVING: 1.71 AC

VEGETATED: 0.47 AC

TOTAL: 3.38 AC

PRE-DEVELOPMENT

RUNOFF

AREA SQUARE MILES $A_m = \frac{3.38}{640} = 0.00528$

$T = 12.2$

$T_c = 0.1$

	2 YEAR STORM	10	25
$A_m Q$	0.016900	0.02376	0.02746
I_a	0.151	0.151	0.151
I_a/P	0.0377	0.0285	0.0251
q_+	662	662	662
$q = q_+ (A_m X Q)$	11.2	15.7	18.2

AA-3.10

Worksheet 2: Runoff curve number and runoff

Project REDLON - JOHNSON By PAL Date 9/12/00

Location ST. JOHN ST. - PORTLAND Checked ____ Date ____

Circle one: (Present) Developed

1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/~~connected~~ TOTAL impervious area ratio)	CN 1/ Table 2-2	CN 1/ Fig. 2-3	CN 1/ Fig. 2-4	Area ☑ acres ☐ mi^2 ☐ %	Product of CN x area
(C) FILL	BUILDINGS	98			1.20	117.6
(C) FILL	PAVEMENT	95			1.71	162.5
(C) FILL	VEGETATED	75			0.47	35.3
					Totals =	
					3.38	315.4

1/ Use only one CN source per line.

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{315.4}{3.38} = 93.3$, Use CN = 93

2. Runoff

	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	10	25
Rainfall, P (24-hour) ..... in	4.0	5.3	6.0
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	3.2	4.5	5.2

Att 3.11

SECTION 2.0

PROPOSED RUNOFF

A+3.12

Worksheet 2: Runoff curve number and runoff

Project REDLON JOHNSON By PRL Date 9/12/00

Location ST JOHN ST - PORTLAND Checked ____ Date ____

Circle one: Present (Developed)

1. Runoff curve number (CN)

Soil name and hydrologic group (appendix A)	Cover description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/~~connected~~ TOTAL impervious area ratio)	CN 1/ Table 2-2	CN 1/ Fig. 2-3	CN 1/ Fig. 2-4	Area ☑ acres ☐ mi² ☐ %	Product of CN x area
(C) FILL	BUILDINGS	98			1.48	145
(C) FILL	PAVEMENT	95			1.54	146
(C) FILL	VEGETATED	75			0.36	27
	Totals =				3.38	318

1/ Use only one CN source per line.

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{318}{3.38} = 94$; Use CN = 94

2. Runoff

	Storm #1	Storm #2	Storm #3
Frequency ..... yr	2	10	25
Rainfall, P (24-hour) ..... in	4.0	5.3	6.0
Runoff, Q ..... in (Use P and CN with table 2-1, fig. 2-1, or eqs. 2-3 and 2-4.)	3.3	4.6	5.3

AH 3.13

SECTION 3.0

TABLES AND CHARTS

AH 3.14


N
(Joins sheet 76)
(Joins sheet 81)
(Joins sheet 86)
1 Mile
5 000 Feet
Scale 1:20 000
0
¼
½
¾
1
0
1 000
2 000
3 000
4 000
5 000
465 000 FEET
397 000 FEET
Deering Junction
Rocky Hill
Lunts Corner
Cummings School
St Peters Church
Westbrook Jr College
EVERGREEN CEMETERY
St Joseph Convent
Deering
Lincoln Jr High School
Cheverus High School
Baxter School
Woodfords
Longfellow School
Deering High School
Woodfords Corner
PORT
BACK
COVE
Rosemont
Highlands
Brighton Corner
UNIVERSITY OF MAINE PORTLAND
PORTLAND
Oakdale
Bradley Corner
Libbytown
King Jr High School
High School
Staples School
Maine Medical Center
West End
Mercy Hospital
Butler School
Thompson Point
RIVER
PORTLAND TERMINAL

SITE

Att 4

10/13/00 FRI 11:51 FAX 4122556905 Gary A. Van Luven
10/13/00 FRI 10:44 FAX 212 536 1295 C.I.T. GROUP

001
002

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

T: 212 536-1200
F- 212 536-1295

CIT

October 13, 2000

Joseph E. Gray, Jr.
Director, Planning in Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: Building Addition at Redlon & Johnson
172-174 St. John St., Portland, ME 04102

To Whom It May Concern:

This letter will confirm that Redlon & Johnson, Division of The Gage Company, has the financial capacity to complete the proposed improvements/additions to the property located at 172-174 St. John St., Portland, Maine 04102, estimated to cost $450,000.00 in the aggregate. Per the company proposed improvements include an enclosed warehouse/storage facility, which will be attached to the existing building in Portland, Maine.

Sincerely,

Robert C. Smith
Senior Vice President

QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **St. John Street Realty**, a Maine general partnership organized and existing under the laws of the State of Maine and having a place of business in Portland, County of Cumberland, and State of Maine, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to **The Gage Company**, a Pennsylvania corporation authorized to do business in Maine and having an address of 3000 Liberty Avenue, Pittsburgh, PA 15201, with QUITCLAIM COVENANT, a certain building (the "Building") located on land in Portland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), **hereby transferring said Building only and not the Land on which the same is located, the purpose of this deed being to effectuate the partition of the Land and the Building by severing the ownership of the Land and Building, said Land being hereby excepted and reserved unto the Grantor, its successors and assigns, and to be conveyed by the Grantor to Joseph F. Boulos by deed of even or near date to be recorded in the Cumberland County Registry of Deeds and to be subsequently conveyed by said Joseph F. Boulos to Westport Realty, LLC by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

Said Building is conveyed subject to the restrictions applicable thereto and the rights of Westport Realty, LLC in and to the Building, all as set forth in a certain Ground Lease of even or near date between Westport Realty, LLC, as ground lessor of the Land, and Grantee, as ground lessee of the land, a Memorandum of said Ground Lease to be recorded in the Cumberland County Registry of Deeds, and a copy of said Ground Lease being on file with Westport Realty, LLC and Grantee.

Said Building is also conveyed subject to the matters set forth on Exhibit B, attached hereto and made a part hereof.

To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455 that the Building shall be and remain separate personal property severed from the Land and no interest in the Land is being conveyed by this deed.

IN WITNESS WHEREOF, the said St. John Street Realty has caused this instrument to be sealed with its partnership seal and signed in its partnership name by Joseph F. Boulos, its general partner, thereunto duly authorized, this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

ST. JOHN STREET REALTY

By: _____
Joseph F. Boulos
Its General Partner

A#5.3

St. John Street Realty to The Gage Company

A certain lot or parcel of land situated on the Westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the Westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 191.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

A115.5

EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

(2)

AH 5.6

BOOK 7016 PAGE 2 51995

SHORT FORM QUITCLAIM DEED WITH COVENANT

RDJ REALTY, a Maine general partnership with a mailing address and a place of business at Two City Center, Portland, Maine 04101, formerly known as St. John Street Realty, FOR CONSIDERATION PAID grants to ST. JOHN STREET REALTY, a new Maine general partnership and not the Grantor, with a mailing address and a place of business at Two City Center, Portland, Maine 04101, with QUITCLAIM COVENANT, the real property located in Portland, Cumberland County, Maine described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, RDJ REALTY has caused this instrument to be executed by Joseph F. Boulos, its General Partner thereunto duly authorized, this 23rd day of December, 1985.

WITNESS:

Name: NATHAN H. SMITH

RDJ REALTY

By: Joseph F. Boulos,
Its Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. December 23, 1985

PERSONALLY APPEARED the above-named Joseph F. Boulos, Partner of RDJ REALTY 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 general partnership.

Before me,

Name: NATHAN H. SMITH
Title: Attorney at Law

AA5.7

EXHIBIT A

BOOK 7016 PAGE 3

ST. JOHN STREET REALTY

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

AA 5.7

BOOK 7016 PAGE 4

Thence S 79° 28' 50" E 108.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being a portion of the land conveyed by Portland Terminal Company to St. John Street Realty by deed dated August 15, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6864, Page 210. Reference is also made to a release deed from the City of Portland to St. John Street Realty dated August 7, 1985 and recorded in said Registry of Deeds in Book 6856, Page 264.

Reserving to the Grantor, its successors and assigns for the benefit of adjoining land of Grantor for use in common with Grantee an easement for purposes of pedestrian and vehicular ingress and egress and for purposes of installation, maintenance and repair of underground and/or overhead utilities on, over and under the following described portion of the above-referenced premises:

Beginning at a point on the westerly sideline of St. John Street, said point being the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 323.57' by and along the northerly sideline of the above described parcel to a point 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 30', more or less, to a point being 50' easterly of the center of Maine Central Railroad tracks;

Thence N 7° 5' 39" E 684', more or less, to a point;

Thence S 79° 28' 50" E 293', more or less, to a point;

A#6.8

Thence N 10° 31' 10" E 50.00' by and along the westerly sideline of said St. John Street to the point of beginning.

The area affected by this easement is shown as "Reserved Access Easement" on plan entitled "Title Survey for St. John Street Realty, St. John Street, Portland, Maine, by Sebago Technics, Inc. dated December 1985."

Bearings herein are referenced to true north taken from Maine State Highway Commission Right of Way map for the Fore River Bridge dated September, 1952 and recorded in Cumberland County Registry of Deeds in Plan Book 43, Pages 52 through 54.

RECEIVED
RECORDED REGISTRY OF DEEDS
1985 DEC 23 PM 3:55
CUMBERLAND COUNTY
James J Walsh

AH 5.9

DRAINAGE MAINTENANCE AGREEMENT

12059

BOOK 7112 PAGE 167

In consideration of site plan approval granted by the Planning Board of the City of Portland to a Plan entitled, "Westco Corporation, Warehouse Facilities, St. John Street, Portland, Maine," dated January 20, 1986, as revised through January 31, 1986, together with certain plans entitled "Westco Corporation, St. John Street, Portland, Maine, Storm Drain Design" by BH2M, dated January 1986 (sheets 1 and 2), and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine, and pursuant to a condition thereof, St. John Street Realty, a Maine general partnership, with a place of business at Two City Center, Portland, Maine, 04101, owner of the subject premises and owner of an easement over adjoining premises of RDJ Realty, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense at all times in perpertuity maintain in good repair and in proper working order the surface water drainage system as shown on said plans, including but not limited to the detention basin or basins and the outlet or outlets therefrom, for the benefit of said City of Portland, RDJ Realty, all persons in lawful possession of the premises and abutters thereto; further, that said City of Portland, said RDJ Realty, said persons in lawful possession and said abutters, or any of them may enforce this agreement by an action at law and equity in any court of competent jurisdiciton; further, that after giving the Owner written notice and a reasonable time to perform, said City of Portland may, by its authorized agents or representatives, enter upon the premises of St. John Street Realty or upon the premises of RDJ Realty, or any portion thereof, for purpose of performing the aforementioned maintenance of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

Notwithstanding the foregoing, it is agreed that with respect to that part of the surface water drainage system which affects land of RDJ Realty, that RDJ Realty shall have the right to relocate said system and easement in such manner and to such location on RDJ Realty's premises as may be approved by the City, and that said relocation shall not require the approval of any benefitted abutting landowners except to the extent that any such relocation may specifically encroach upon abutting land.

This agreement shall not confer upon the City of Portland or any other person except RDJ Realty the right to utilize said surface water drainage system for public use or for the development of any other property, and the owner shall bear

6.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "Sarah Hopkins" <SH@ci.portland.me.us>
Date: Wed, Oct 25, 2000 8:40 AM
Subject: Redlon and Johnson

Sarah,

I have reviewed the application materials dated October 10, 2000 and plans dated 9/21/00 by Alliance Construction for the Redlon and Johnson building expansion and offer the following comments:

1. The applicant should provide evidence of the building history including dates of construction so that it may be determined if the project qualifies under Site Location of Development review. As it is the proposed project will result in the development exceeding the 3 acre threshold of structure area. It is necessary that it be determined if any of the building was constructed prior ot Oct. 1975, thereby excluding it from the structure area total.

2. The applicant should provide evidence or discussion as to the existing storm drain system and any easements etc. associated with it.

3. The site layout plan should provide a bit more geometric information including dimensions, baseline layout etc. to assist in construction and construction monitoring.

4. The applicant should provide additional data on the proposed retaining wall.

5. The existing facility appears to have over 60 parking spaces. Past precedent has established that it is necessary to provide water quality treatment for the stormwater runoff. This has typically been in the form of manufactured treatment devices. The current proposal doesn't include sufficient measures to meet these water quality improvement goals therefore it is recommended the applicant submit plans to include improved water quality treatment measures.

6. The engineer should review their runoff computations since there appears to be a conflict between the computations and the plans as to proposed paved and vegetated surfaces, i.e. the comps say .36 ac vegetated while the plans say 0.10 ac vegetated.

7. Is there any landscaping being proposed?

If you have any questions regarding these comments please call.

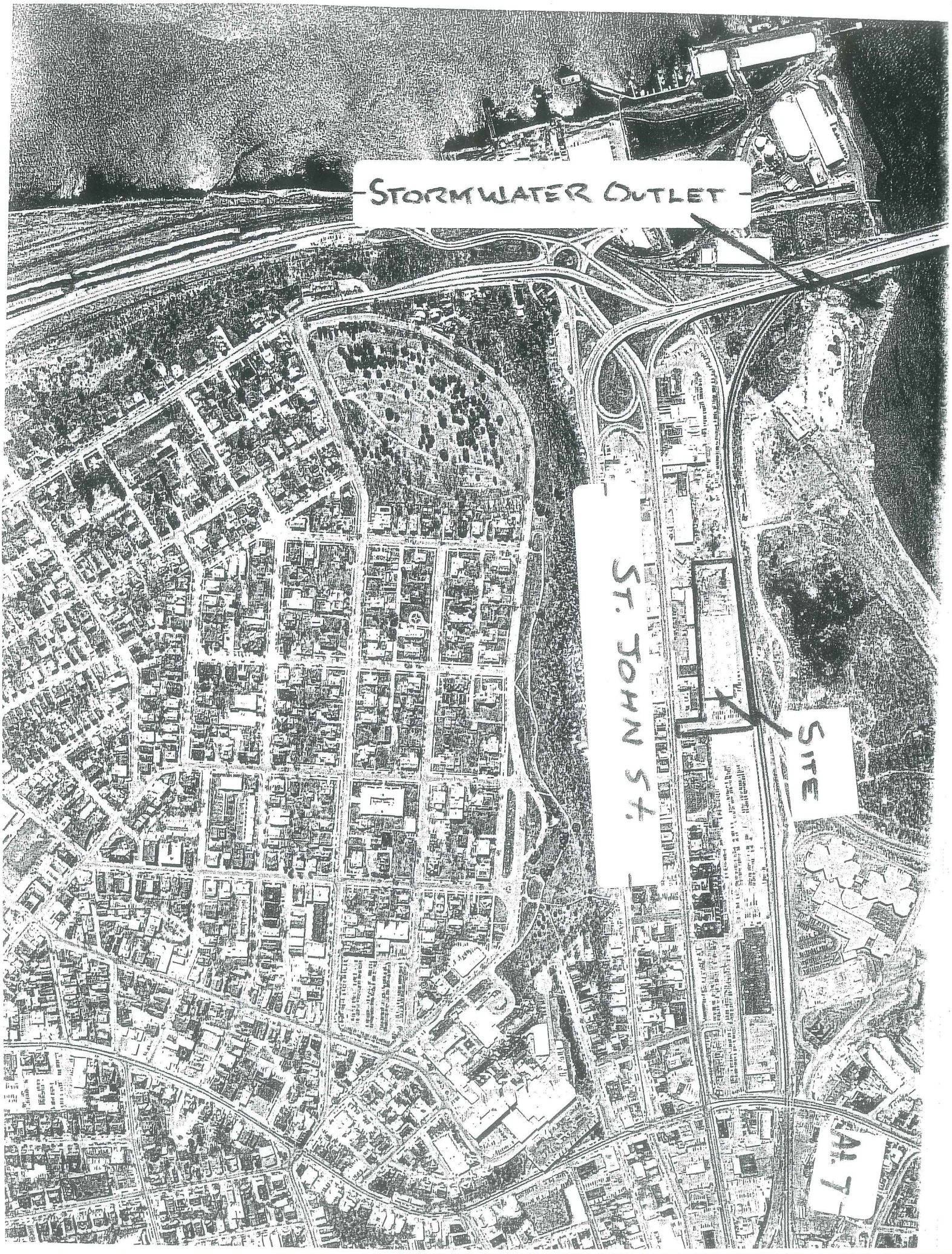
Steve Bushey Acting Development review Coordinator

AH 6.2

From: Anthony Lombardo
To: Sarah Hopkins
Date: Tue, Oct 24, 2000 8:33 AM
Subject: Redlon & Johnson....172-174 St. John St.....10/24/00

Sarah,
I've reviewed the plans and application dated 10/17/00 and offer following comments on behalf of Public Works:

1. On the existing conditions plan, the applicant does not identify the the outfall location of the existing catch basin located in the northeast portion of the property. The size and direction of the outfall pipe should be identified as well as inverts.
2. There are several easements that are discussed in the application packet, but are not clearly identified on any of the plans.
3. No abutting properties are identified on any of the plans.
4. It is not clear on the site plan what is proposed and what is existing based on the line weight used on the drawings.
5. Is any work proposed near the entrance at St. John Street ?


STORMWATER OUTLET
ST. JOHN ST.
SITE
RT. 1

AH 8.1

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Land Quality Control
State House Station 17
Augusta, Maine 34333
Tel: (207) 287-2111

FOR DEP USE

#L-_____
Date Received _____

NOTIFICATION OF APPLICATION ACCEPTANCE
MUNICIPAL REVIEW OF DEVELOPMENT
(38 M.R.S.A. Section 489-A)

This form is to be used by a registered municipality to notify the Department upon the acceptance of an application for review pursuant to 38 M.R.S.A. Section 489-A. This form must be received by the Department within 14 days of acceptance of an application. The municipality must also submit one copy of the project application and one copy of the record of review and action.

If the application which is the subject of this notice should subsequently be amended during the review process, this form should also be used to submit notice to the Department of the amendment.

Municipality: Portland

Contact Person: William B. Needelman, Planner
Address/Phone: Planning Office, City Hall, 389 Congress Street, Portland ME 04101
(207)874-8722

Project Applicant: Redlon & Johnson Co.
Address/Phone: 172-174 St. John Street, Portland ME
(Agent: Alliance Construction, Ron Burt, 885-0855)

Title of Project: Redlon & Johnson Building Addition

Date Accepted as Complete by Municipality: 12-5-00

I. Type of Project for which permit is sought: (Check One)

_____ Subdivision as described in section 482, subsection 5 of more than 20 acres but less than 100 acres;

__X__ Structure as described in section 482, subsection 6, paragraph B, in excess of 3 acres but less than 7 acres;

_____ Excavation on more than 5 acres of land for borrow, topsoil, clay or silt, whether alone or in combination as described in section 482, subsection 2-B.

II. Description of Project. (Include number of units or lots, parcel size, footprint, etc.)

The proposed development will add 10,734 sq. ft. to an existing 52,272 sq. ft. building. The site is an undivided 3.38 acre parcel with 2.91 acres of existing impervious area. Post development conditions anticipate 3.28 acres of impervious area. This site was undeveloped in 1985.

III. Submit as attachments to this form:

A. One copy of complete application filed with municipality (include site plans);

To be provided by the applicant's agent:

Ron Burt
Alliance Construction
160 Pleasant Hill Road
Scarborough ME 04074

B. Identification of any outside review agents or consultants who will be performing reviews of any aspect of the application;

C. One copy of the legal notices served by the municipality.

NOTE: APPLICANT IS ADVISED TO REVIEW THE NATURAL RESOURCES PROTECTION ACT 38 M.R.S.A. SECTIONS 480-A 480-U (N.R.P.A.) TO ENSURE CONSISTENCY WITH THAT LAW. THE MUNICIPALITY'S DELEGATED REVIEW AUTHORITY PURSUANT TO 38 M.R.S.A. SECTION 489-A DOES NOT EXTEND TO THE N.R.P.A. IF AN N.R.P.A. PERMIT IS NECESSARY IT MUST BE OBTAINED FROM THE DEPARTMENT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

Town or City of: Portland Date: 12-7-00

By: William B. Needelman

Printed Name: William B. Needelman

Title: Planner

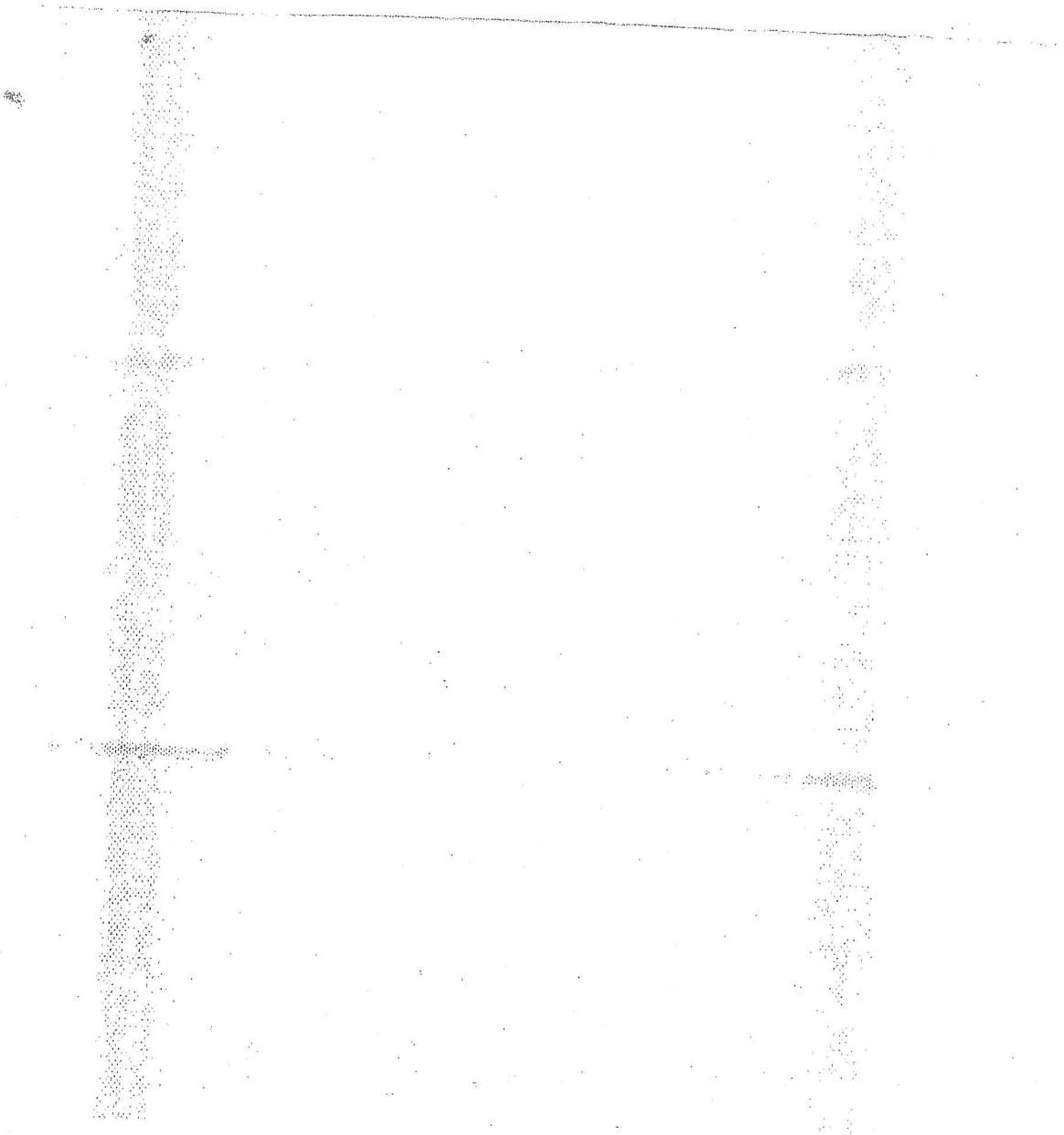
A++ B.3

TO RESIDENTS AND PROPERTY OWNERS IN THE VICINITY OF
172-174 ST. JOHN STREET

On Tuesday, December 12, 2000, the Portland Planning Board will consider a plan by Redlon & Johnson Co. to construct a 10,734 square foot building addition to an exsiting wholesale faciltiy at 172-174 St. John Street. The site contains 3.38 acres and is zoned IMB. The proposal will be reviewed under the City Site Plan Code and for compliance with Maine DEP Site Location of Development standards under municipal delegated authority.

The meeting is a workshop session and is scheduled to begin at 3:30 p.m. in Room 209, City Hall, 389 Congress Street, Portland, Maine. The workshop is an opportunity for the applicant to present a plan to the Planning Board in an informal session, which is open to the public. Public comments are not generally received at the workshop meeting. If you wish to submit written comments on the proposal, please address your comments to Joseph E. Gray, Jr., Director of Planning and Urban Development, City Hall, 389 Congress Street, Portland, Maine 04101.

Alexander Jaegerman
Chief Planner



AH 9.1

STORMWATER QUALITY REPORT

For

Redlon-Johnson
St. John Street
Portland, Maine

Prepared For

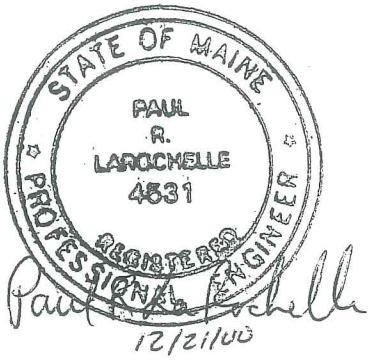
Redlon-Johnson

Portland, Maine

Prepared By

Alliance
CONSTRUCTION
INCORPORATED

160 Pleasant Hill Road
Scarborough, Maine 04074
Tel. (207) 885-0855 Fax (207) 885-0846



December 21, 2000

TABLE OF CONTENTS

A. Narrative

1. *General Topography*

The site is located in Portland, Maine along St. John Street. The site is located between and parallel to two railroad tracks and St John Street as part of a subdivided property of industrial/warehouse buildings. The east side of the property is steeply graded down behind properties abutting St. John Street. The site itself is fairly flat and does not rise above the railroad tracks. All stormwater is collected by catch basins on the site and piped along the west side of the subdivision parallel to the railroad tracks.

The site is not in the 100-year flood plane as defined by F.E.M.A. The 100-year flood plane is at elevation 10.0 along the banks of the Fore River Bay. This elevation is determined from a reference mark on a disk set in the sidewalk on the west side of St. John Street opposite intersection of A Street. That disk is set at elevation 22.81.

2. *Land Alterations*

The existing site is generally fully developed with pavement and buildings. The area of the site to be developed is along the southern boundary between the east and west property boundaries. The eastern boundary is controlled by a steep grade change while the west boundary is controlled by the railroad tracks.

The developed area will paved with bituminous concrete and will contain a 1 story building with a foot print of 9,900 sq.ft. Because of the intense urbanization of the site there are no plans for vegetative landscaping. This limits quality control options to structural measures and site maintenance.

The general slope of the land remains the same after development. The eastern side of the site will be steeply graded as before. Because of the existing building location, the expansion will need a retaining wall along that slope. The parking lot will surface drain into catch basins.

3. *Stormwater treatment methods*

The catch basins will each have a water quality outlet attachment in each catch basin in the existing parking lot as shown in the drawings. The new loading dock will also have an existing catch basin fitted with this structure. The closed retention system will outlet at the lower end of the subdivision into an existing storm drainage system. This system currently empties into the Fore River Bay (the Atlantic Ocean).

Since the Chapter 500 standards do not require treatment of stormwater entering the ocean, no calculations are prepared to determine the actual TSS removal provided. In general, the water quality structures will provide floating debris and grit removal as described in the appendix. Also, maintenance of the catch basins will be documented

to keep the structures operating as intended. Catch basins shall be inspected as least three to four times annually, depending on their performance. Sediment should be removed when it accumulates within 6 inches of the bottom of the hood, but not les than twice a year.

It has been suggested that a "Vortechs" or "H.I.L." structure be installed to increase the TSS removal rate. The oil/grit and oil/water separators are **not** accepted by DEP to be any more effective at TSS removal than an inlet hood. "Long-term performance needs to be studied, to determine whether resuspension of accumulated sediment occurs over time."

Although Vortechs has documented data, performed by themselves, that their system removes various percentages of sediment, this data has **not** been accepted by the State of Maine as meeting the standards that they wish to achieve. Until the DEP can put in writing that these **very expensive systems, relative to hoods** on inlets, are achieving their claims, we can not justify the expense to the client.

4. Off-site credits

There are no off-site credits for TSS removal needed at this time for this development.

5. Compensation fees

There is no need for compensation fees to off-set phosphorus removal to meet the site's phosphorus allocation needs.

B. Post project site plan

The location of BMP's are found on a plan in the appendix.

C. Basic Stabilization

1. Disturbed areas

Disturbed areas will be stabilized temporarily as needed as called out on the plans. Permanent stabilization will be installed as soon as possible as called as possible. Erosion control fences will border all downstream boundaries of the site.

Additional BMP Maintenance

a. Disturbed areas shall be minimized during construction to the extent practicable. Soils should only be disturbed during climatic conditions

which available erosion control methods can be effectively applied. During construction provide a stabilized drainage system for runoff. Check the downstream watercourse's stability as to whether peak discharges and velocities are compatible with proposed erosion control methods.

D. Sliding scale TSS removal

The Fore River Basin is **not** within the watershed of a tidal and freshwater segment of Coastal Wetland Most at Risk from New Development. Accordingly Chapter 500 appendix C does **not** classify this area as a Coastal Wetland Most at Risk from New Development.

However, if the project were located in the direct watershed of a coastal wetland most at risk must meet the sliding scale TSS standard.

Total area of parcel = 3.38 acres
Total area of impervious development= 3.26 acres
PERCENT OF AREA that is IMPERVIOUS = 96.4%

If we used the SLIDING SCALE TOTAL SUSPENDED SOLIDS GRAPH
Total Suspended Solids Removal Efficiency Required= 80%

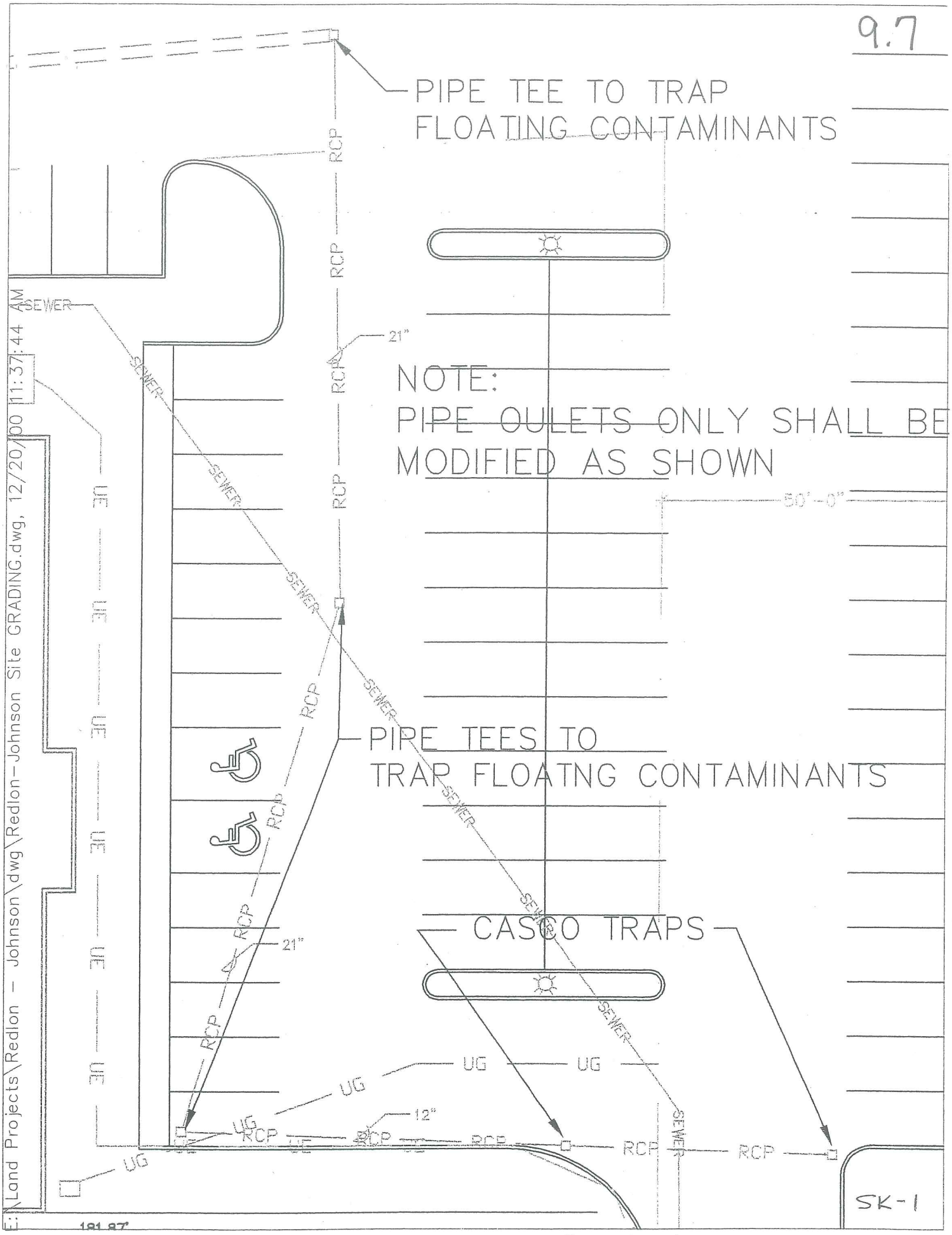
The prescribed level of treatment must be applied to all impervious surfaces such that the areally weighted average TSS removal equals or exceeds the prescribed removal level.

SUMMARY

The treatment of the existing catch basins will enhance the TSS removal of the stormwater contaminants, because of this action, the runoff leaving the development will be cleaner than before the development. We recognize that stormwater runoff is contaminated by various pollutants during its travels. It is our desire that these pollutants be minimzed as much as feasible to keep our environment as safe and clean as practicable.

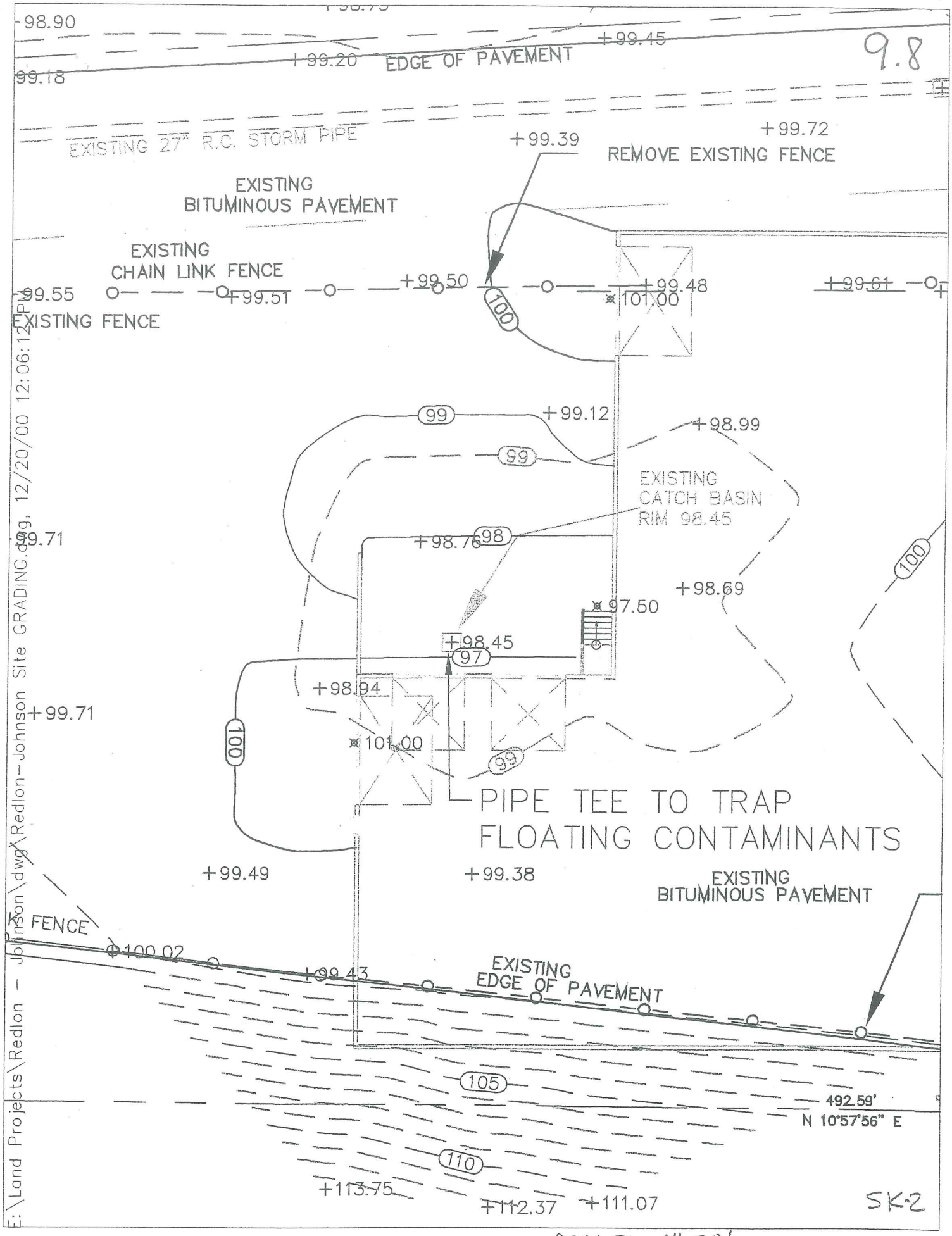
APPENDIX

9.7

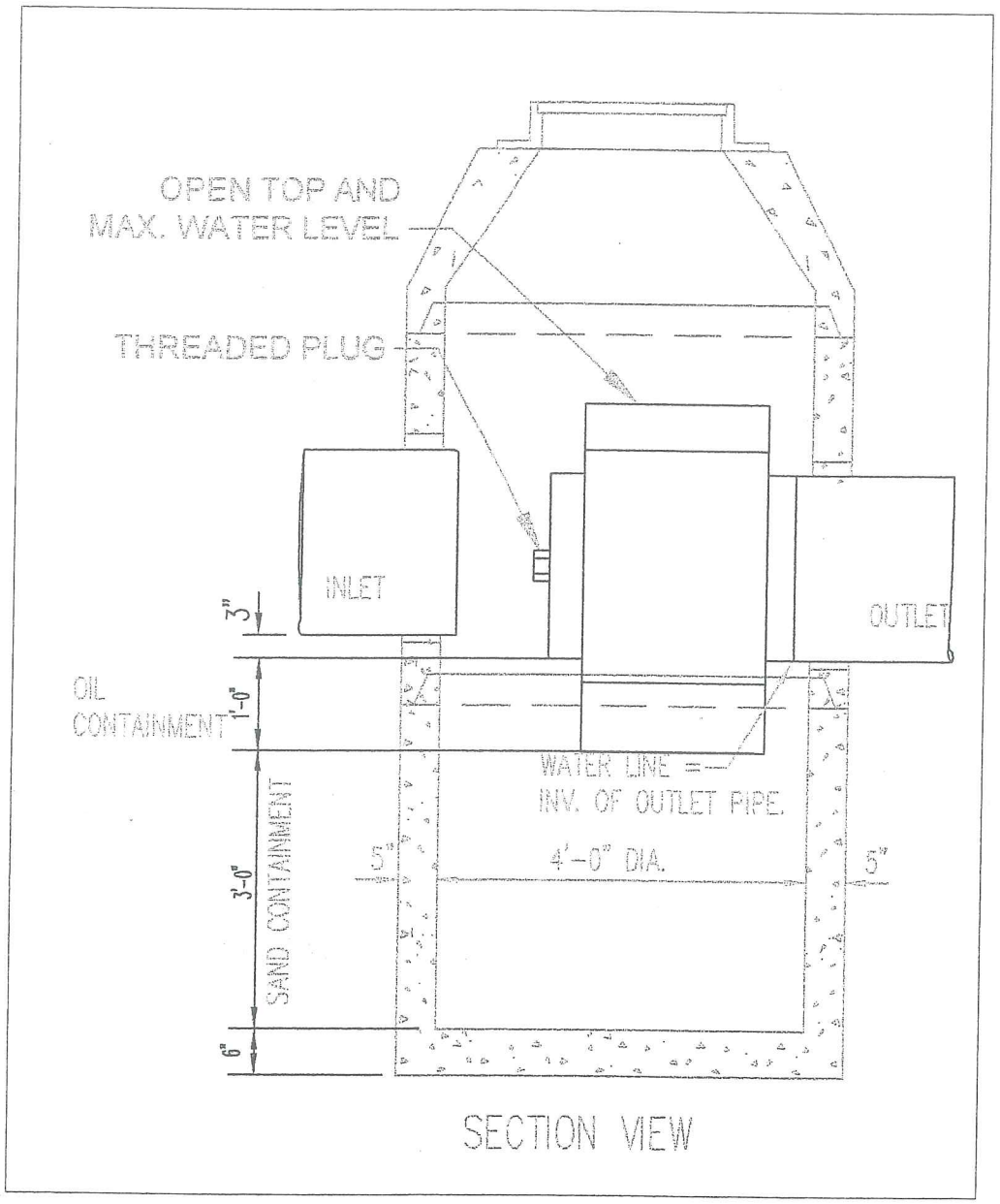


E:\Land Projects\Redlon - Johnson\dwg\Redlon-Johnson Site GRADING.dwg, 12/20/00 11:37:44 AM

SCALE 1"=20'
PRL 12/20/00
ALLIANCE CONSTRUCTION, INC.



SCALE: 1"=20'
PRL 12/20/00
ALLIANCE CONSTRUCTION, INC



SECTION VIEW

WATER QUALITY INLET

SCALE: 1/2"=1'-0"

PRL 12/20/00 ALLIANCE CONSTRUCTION, INC.

E:\Land Projects\Redlon - Johnson\dwg\SITE DETAILS.dwg, 12/20/00 01:54:35 PM

6.5.1. WATER QUALITY INLET

DESCRIPTION AND PURPOSE

The water quality inlet is a conventional stormwater drainage structure (catch basin) provided with a sump and a hood. The sump is intended to trap coarse sediment and non-floating debris. The hood is intended to prevent floating debris and floating hydrocarbons from exiting the catch basin.

While the modified catch basin can be used "in-line" in a storm drain system, it is most effective as the initial structure at the uppermost end of the drainage network. High flow events can result in mixing within the basin and resuspension of accumulated sediment, so the contributing watershed should be kept relatively small. Also, size limits on commercially available hood castings limit the allowable size of outlet pipe from the catch basin.

TARGET POLLUTANTS

Modified catch basins are intend to intercept coarse sediments, floating debris, and floating oil.

EFFECTIVENESS

Modified catch basins are of limited effectiveness, because of the small hydraulic capacity of each unit. Properly maintained and regularly cleaned, and located at the uppermost end of a piped drainage network, they can help intercept the coarse sand and grit resulting from winter deicing control, and also floating debris that accumulates on parking areas and streets. They can also serve as a relatively low-cost form of pretreatment for small-site type infiltration systems, where it is determined that fine sediment and organic debris loading is minor.

A 10% credit for TSS removal is recommended for a water quality inlet when it is utilized as a pretreatment to another BMP. No credit for TSS removal should be allowed when a water quality inlet is utilized by itself.

ENVIRONMENTAL CONSIDERATIONS

Catch basins with sumps and hoods will not be effective at intercepting or treating many of the pollutants found in urban stormwater. Except for very small areas with minor loadings of sediment and other potential pollutants, modified catch basins are not a primary control practice. However, they are useful in limiting the volume of debris and coarse sediment that may be conveyed to another stormwater management facility.

PLANNING CONSIDERATIONS

The modified catch basin should be considered as a component of an overall piped drainage system, as a relatively low cost device for intercepting coarse sediment and debris that would otherwise consume available capacity or clog the pipe network or downstream management facilities.

Existing catch basins may be readily modified, in some instances, to retrofit an existing system to intercept coarse sediment and floating debris.

DESIGN CRITERIA

Some local subdivision and site plan review ordinances specify particular requirements for catch basins with sumps and hoods.

A water quality inlet should be provided with a three foot (minimum) sump. Larger sumps should be provided in areas to receive heavy sanding or where a heavy sediment load is anticipated.

Hood dimensions are generally determined by pipe size, and are commercially available through a number of foundries as stock items. Metal hoods, sometimes known as "Casco traps", should be hinged to allow access for cleaning as shown in Fig. 6.27 and Fig. 6.28. An alternative when plastic pipe is used is an elbow or tee with the inlet of the fitting pointed toward the floor of the basin. However, if this type of fitting is used, it must be properly vented to allow the basin to drain. A tee must be either capped and vented, or extended to above the anticipated high water level within the basin, so that floating material does not overflow the fitting and exit the basin. A threaded cap should also be placed in-line with the pipe for cleaning access.

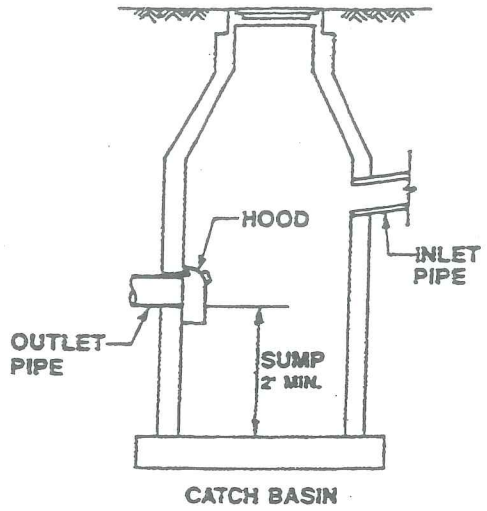
MAINTENANCE

Water quality inlets should be inspected three to four times annually, depending on their performance. Sediment should be removed when it accumulates within 6 inches of the bottom of the hood, but not less than twice a year.

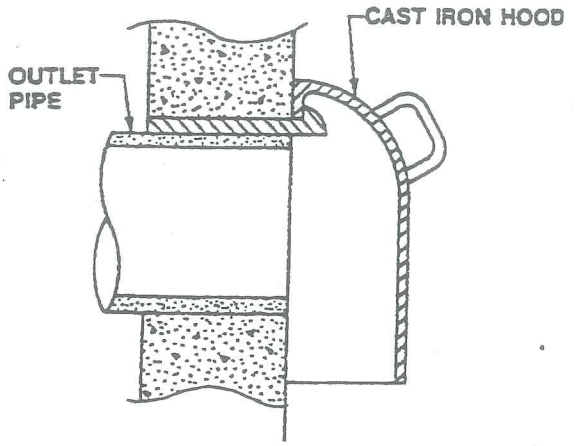
SELECTED REFERENCES

Schueler, T.R. 1987. *Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMPs.* Metropolitan Washington Council of Governments, Washington DC.

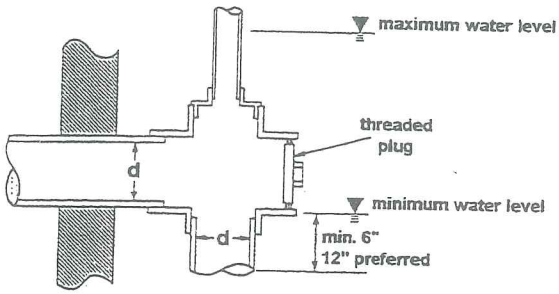
Schueler, T.R, P.A. Kumble, and M.A. Heraty. 1992b. *A Current Assessment of Urban Best Management Practices: Techniques for Reducing Nonpoint Source Pollution in the Coastal Zone.* Metropolitan Washington Council of Governments, Washington, D.C.



Catch basin with sump and hooded outlet.

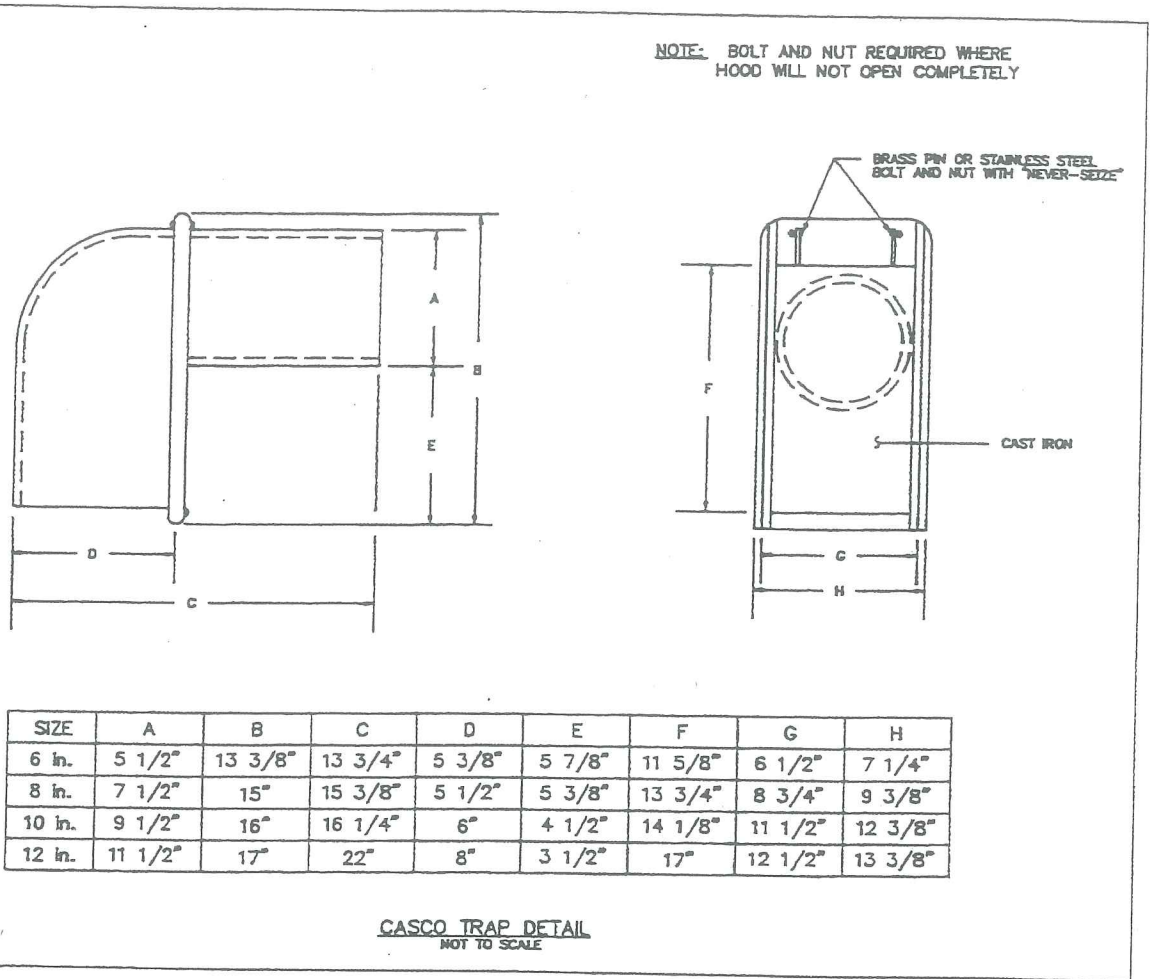


Blowup detail of hooded outlet.



Sample design for plastic or PVC pipe submerged inlet.

Figure 6.27. Metal Hood details and details of plastic pipe submerged inlets.



SIZE	A	B	C	D	E	F	G	H
6 in.	5 1/2"	13 3/8"	13 3/4"	5 3/8"	5 7/8"	11 5/8"	6 1/2"	7 1/4"
8 in.	7 1/2"	15"	15 3/8"	5 1/2"	5 3/8"	13 3/4"	8 3/4"	9 3/8"
10 in.	9 1/2"	16"	16 1/4"	6"	4 1/2"	14 1/8"	11 1/2"	12 3/8"
12 in.	11 1/2"	17"	22"	8"	3 1/2"	17"	12 1/2"	13 3/8"

CASCO TRAP DETAIL
NOT TO SCALE

Figure 6.28. Details of Casco Trap type hood.

END OF SECTION 6.5.1.

6.5.2. OIL/GRIT AND OIL/WATER SEPARATORS

DESCRIPTION AND PURPOSE

Oil/grit separators are chambers designed to remove sediment and hydrocarbons from urban runoff. They are normally used close to the source before pollutants are conveyed to storm sewers or as pretreatment for other BMPs such as infiltration trenches. Oil/grit separators are typically used in areas with heavy traffic or high potential for petroleum spills such as parking lots, gas stations, roads, and loading areas.

Several devices are available which fall within this category of BMP. They include:

- Water Quality Inlet, as described by Schueler (1987) and Schueler, et al. (1992).
- Vortechs™ System, a proprietary device available through Vortechnics of Portland, Maine (formerly the Grease-and-Grit Trap™).
- Grit King™ and Storm King™ dynamic separators, proprietary devices available through H.I.L. Technology of Scarborough, Maine.
- Coalescing Media Oil/Water Separator, another commercially available type of treatment device.
- The StormCeptor System, a patented prefabricated structure developed by FibreSep of Oakville, Ontario, which features a cylindrical off-line design.
- Hydrasep, an on-line tank that uses vertical laminar flow control plates and inlet flow regulators to separate oil from runoff; available from Newberry Tank Systems.
- Other devices or structures designed to intercept hydrocarbons, coarse sediment, and floating debris.

TARGET POLLUTANTS

As the name implies, oil/grit separators are intended to remove floating oils and coarse sediment from runoff. They are also effective for removing floating trash from runoff. To some degree, if properly sized, installed, and maintained, oil/grit separators can trap finer-grained sediments, as well, and thereby capture additional nutrients and heavy metals that are bound to these sediments.

Coalescing media separators are also capable of removing dispersed oil droplets from runoff to some degree.

EFFECTIVENESS

Runoff is only detained briefly in conventional oil/grit separators, so only moderate removal of coarse sediments, oil, and grease can be expected. Even more limited removal is likely for fine-grained sediment and pollutants attached to the sediment, such as trace metals and nutrients although Vortechnics claims to have overcome the problem of capturing fine-grained sediments. Soluble pollutants will most likely pass through oil/grit separators.

Limited data is currently available on the efficiency of these structures. Schueler (1987 and 1992) indicates that the water quality inlet appears to trap only coarse-grained sediments and some hydrocarbons, and trash, debris, and other floatables. Resuspension of sediments appears to limit long-term removal efficiency although Vortechnics claims that the Vortechs System has been designed to solve the resuspension problem and has claimed to have demonstrated its success.

The use of an oil/grit separator to pre-treat flows of stormwater runoff ahead of structural BMPs, i.e. as a "forebay", can provide economic and environmental benefits to the extent that the oil/grit separator is generally much easier to monitor and maintain than the downstream BMP would be. Wet ponds and sand filters, for example, tend to be very difficult to inspect and expensive to maintain. Removing trapped materials from them, such as with backhoes or front-end loaders, may even cause a significant "slug load" of trapped pollutants to be released into the receiving waters that were originally intended to be protected by the pond or sand filter.

A 10% credit for TSS removal is recommended for an oil/grit separator when it is utilized as a pretreatment to another BMP. A 5% credit for TSS removal will be allowed when an oil/grit separator is used by itself.

Data published by Vortechnics, based on bench-scale testing, indicate that its Vortechs System can achieve up to about 30% removal of silty sediment and up to 54% removal of the medium-to-coarse sand fraction at their recommended peak loading rates (e.g. 10-year or 25-year storms), and when designed according to recommended sizing criteria. Vortechnics also claims that removals on the order of 90% are achieved in 2-month storms which, according to Vortechnics, represent a "90th percentile" level of rainfall intensity, which means that 90% of all rainfall falls at an intensity that is less than the so-called 2-month storm. Removal of other pollutants is not documented by their literature at this time. Long-term performance needs to be studied, to determine whether resuspension of accumulated sediments occurs over time, although Vortechnics reports that this problem has been overcome by the Vortechs system as evidenced by systems that have been closely monitored for up to three years.

Coalescing media oil/water separators manufactured by Great Lakes Environmental, Inc. are reported by the manufacturer to produce an effluent with less that 10 mg/l of oil droplets larger than 20 microns (slant-rib coalescing separator) or 90 microns (cylindrical gravity displacement separator). These devices are limited to fairly low flows. While devices are available for flow rates up to 9 cfs (4000 gallons per min.) or more, a separator with this capacity is likely to be cost prohibitive for most applications.

ENVIRONMENTAL CONSIDERATIONS

Potential positive environmental effects of oil/grit separators include their ability to intercept floating trash and debris, and their potential reduction of hydrocarbon load from areas with high traffic and parking use (Schueler, 1992).

Potential negative impacts include (Schueler, 1992):

- Toxicity of retained sediment and floating material.
- Possibility of pulse hydrocarbon loadings during large storms, due to turbulence, resuspension of sediment, and mixing of floating material with the water column.

- Potential difficulty in disposing of retained materials, including the oil/water slurry resulting from floating oil separation and the settled sludge/sediment. These materials may need to be handled and disposed of as hazardous waste.

PLANNING CONSIDERATIONS

Oil and grit separators can be used in small site development applications, such as parking areas, gas stations, and small commercial developments. They are limited to contributing areas of two acres or less (Schueler, 1992). They are best used for pretreatment of stormwater that will be discharged to other BMPs, and are typically not recommended as the sole method of stormwater treatment, unless no other practicable method is available for controlling coarse sediments, floating trash, and hydrocarbons.

Oil/grit separators have several advantages (MPCA, 1989):

- They are usually located underground so they minimize use of valuable space.
- They are compatible with storm sewer systems.
- They can pretreat runoff before it is delivered to other BMPs.
- They are easily accessed for maintenance.

Disadvantages of the structures are the limited pollutant removal capability, the need for frequent cleanout, and the initial installation costs. The poor performance of oil/grit separators has often been attributed to systems with on-line designs, so the performance can be improved with off-line controls.

The cost of the water quality inlet type of oil/grit separator ranges from $5,000-15,000 and average about $7,000-$8,000 (Galli, 1986). The Vortechs System is anticipated to cost between $8,000 to $21,000 for devices with flow capacity ranging from 3 to 18 cfs, plus installation costs (Adams, 1995). Coalescing media oil water separators manufactured by Great Lakes Environmental, Inc. cost from about $5,000 for a 24 gpm (0.05 cfs) capacity device to $145,000 for a 4000 gpm (9 cfs) capacity device capable of generating an effluent with less than 10 mg/l oil droplets 20 microns or larger (Brincks; Spalding, 1992).

DESIGN CRITERIA

A typical design for an oil/grit or oil/water separator (Figure 6.29) uses three chambers for treatment. Runoff enters the first chamber, which contains a permanent pool of water. Coarse sediment is trapped in this chamber by settling. The first chamber can also trap floating trash and debris, such as leaves.

Runoff then passes through an orifice to the second chamber which also contains a permanent pool of water. An inverted pipe elbow which draws water from the lower part of the pool discharges to the third chamber. By drawing water from below the surface, floating oil and grease are trapped. Some hydrocarbons may become adsorbed to sediment particles which settle out.
The third chamber discharges water to a storm sewer or other outlet. If the storm drain invert is above the floor of the structure, a permanent pool of water will be formed which will allow some additional settling. If the storm drain invert is at the floor of the oil/grit separator, the third chamber would have no value in pollutant removal.

In order for the structure to provide even moderate pollutant removal benefits, at least 400 cubic feet of permanent pool storage should be provided per acre of drainage area (MPCA). Also, the pool should be at least 4 feet deep.

Manhole access should be provided to each chamber to allow for cleaning.

Other simplified designs, which are not recommended when fine grit or oil is a significant problem, are shown in Figures 6.30 and 6.31.

A typical design for a Vortechs System uses four chambers which are a circular grit chamber (also called a swirl chamber), an oil chamber (which includes the grit chamber), a flow control chamber, and an outlet chamber. Refer to the proprietary product literature in Appendix F. The two principal design criteria for the Vortechs System are:

1. **The 2-month Flow Rate**: The 2-month storm operating rate is preferably about 15 gpm per square foot (gpm/s.f.) of grit chamber surface area and never more than 25 gpm/s.f. The 2-month flow rate will cause the water level in a Vortechs System to rise to a level sufficient to submerge the inlet pipe thereby reducing inflow velocity to less than one foot per second and minimizing turbulence.

2. **The Peak Flow Rate**: The peak design storm (typically the 10-year or 25-year storm) operating rate is preferably 100 gpm/s.f.

Of the above two design criteria, the 2-month storm criteria is by far the more critical since studies by Schueler and Schepp have documented that 2-month storms are sufficient to cause re-suspension problems in water quality inlets. however, since 2-month storm rainfall data is not as widely available as data for more severe storms (see Appendix D), the peak design storm may be used for preliminary sizing. This usually causes the 2-month storm operating rate to fall within the desired range. It is recommended that the manufacturer, Vortechnics, be contacted for design and engineering services for the Vortechs System.

For selection and design of the proprietary oil/grit separator devices, refer to the product literature for these structures (see Appendix F). The Vortechs System and the Great Lakes Environmental coalescing media oil/water separators are in this Appendix. Other proprietary devices may be currently available or under development, and the designer is encouraged to investigate alternative designs that may be applicable to the treatment (or pre-treatment) of stormwater.

MAINTENANCE

In order to have any effectiveness for pollutant removal, oil/grit separators are very dependent on the regular and frequent clean-out of trapped sediments. Oil/grit separators should be cleaned out at least twice a year in order to maintain their pollutant removal capabilities. Failure to clean them out on a regular basis can result in mixing of floating hydrocarbons into the water column and resuspension and loss of previously trapped material.

One problem with maintenance that requires further investigation, and must be considered during the design phase, is the disposal of the oil-contaminated water sediment and slurry that will be removed during cleaning. The designer should consult the Maine DEP Bureau of Hazardous Materials and Solid Waste Control to determine options for disposal of this material prior to the installation of these devices at a site.

The use of service contracts can help to assure the maintenance of any structural BMP. Lack of maintenance is widely acknowledged to be the most prevalent cause of failures by both structural and non-structural BMPs to achieve their objectives. The concept of service contracts for stormwater BMPs is new and not yet commonplace, yet they are becoming available especially with treatment structures and devices.

SELECTED REFERENCES

Schueler, T.R. 1987. *Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMPs.* Metropolitan Washington Council of Governments, Washington DC.

Schueler, T.R, P.A. Kumble, and M.A. Heraty. 1992b. *A Current Assessment of Urban Best Management Practices: Techniques for Reducing Nonpoint Source Pollution in the Coastal Zone.* Metropolitan Washington Council of Governments, Washington, D.C.

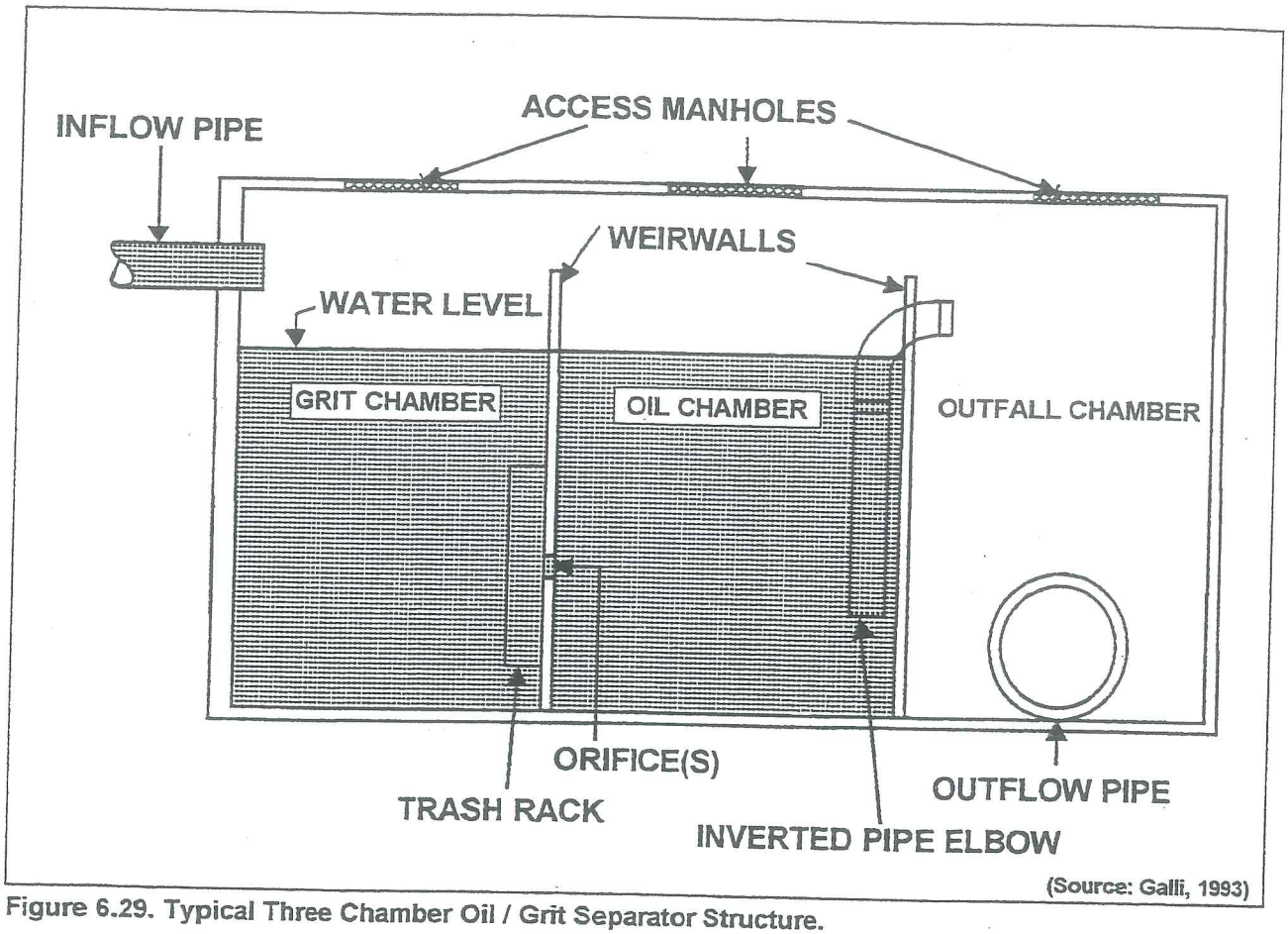


Figure 6.29. Typical Three Chamber Oil / Grit Separator Structure.

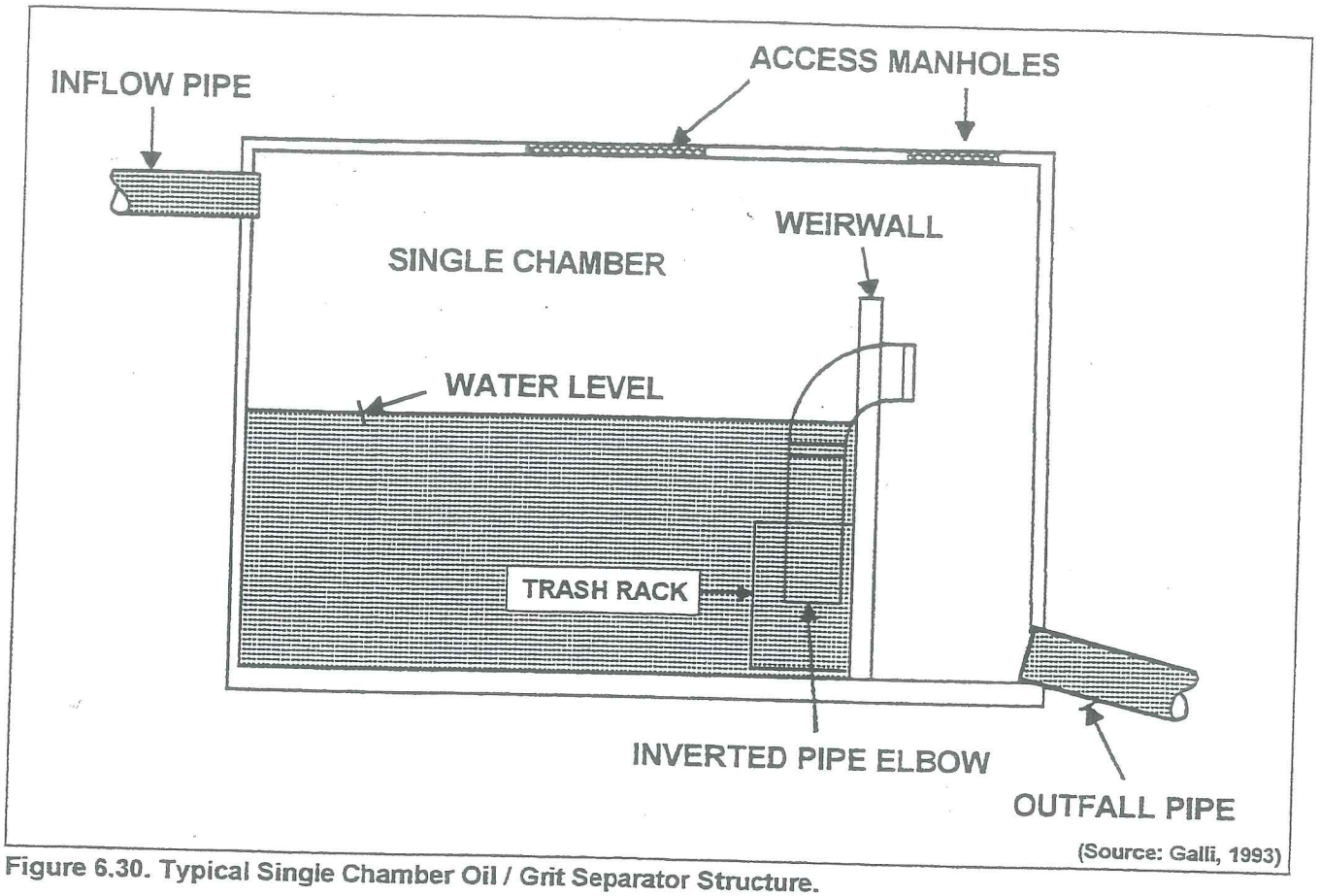


Figure 6.30. Typical Single Chamber Oil / Grit Separator Structure.

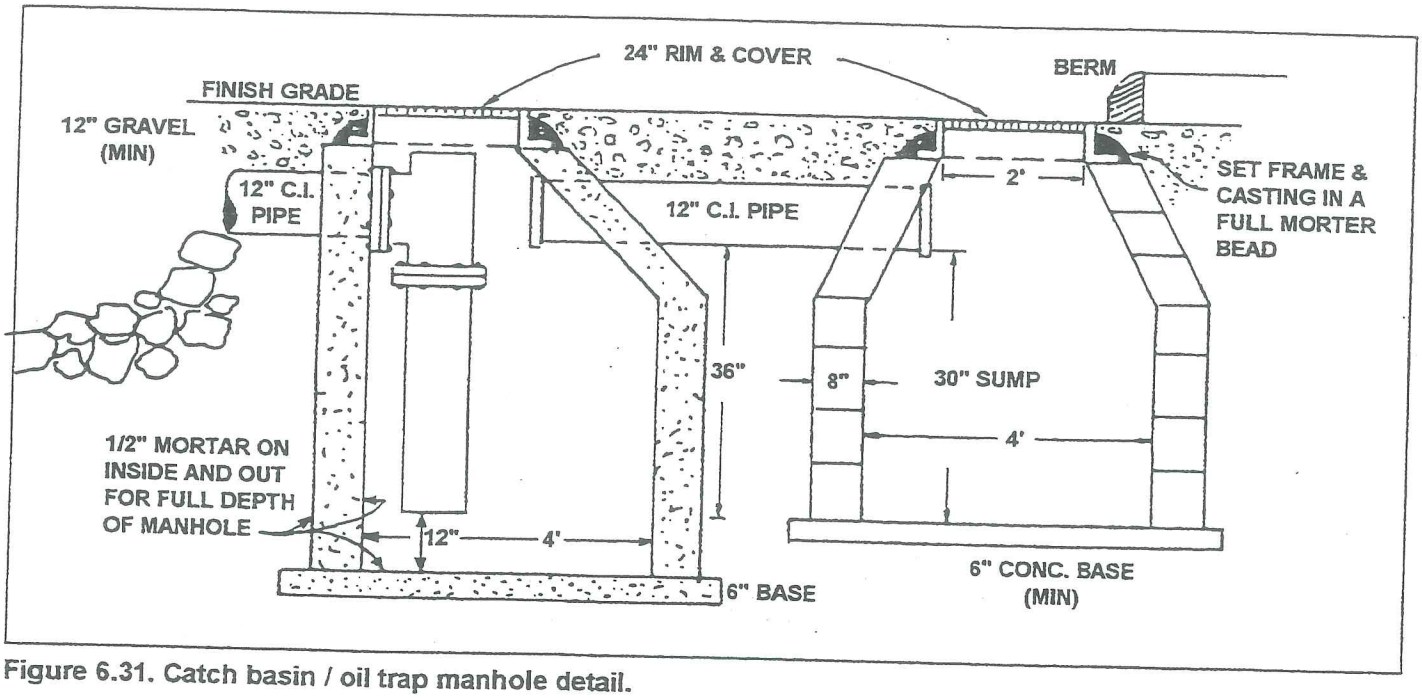


Figure 6.31. Catch basin / oil trap manhole detail.

END OF SECTION 6.5.2.

AH 10.1

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 874-8722

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 2 January 2001

Pages including this cover page: 9

re: Redlon & Johnson, 172-174 St. John Street, Portland

Dear Bill,

Following up from our previous conversation, please find attached copies of the information Redlon & Johnson has sent me. This documentation shows the intent of Redlon & Johnson to exercise the option in their lease and buy the complete property in question.

After you receive and review the attached information please don't hesitate to give me a call so we can discuss this project further.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

10.2

THE GAGE COMPANY
3093 Piney Bluff Road
Library, PA 15129

Recd July 10

July 5, 2000

Westport Realty, LLC
One Canal Plaza, 5th Floor
Portland, ME 04101

Gentlemen:

Reference is made to the Ground Lease dated December 22, 1999 (the "Lease") between Westport Realty, LLC ("Landlord") and The Gage Company ("Tenant") relating to premises known as 172-174 St. John Street, Portland, ME 04104, more particularly described in the Lease in Exhibit A attached thereto (the "Leased Premises").

Tenant hereby exercises its Option to Purchase the Leased Premises from the Landlord pursuant to the terms of Section 30 of the Lease. Under those terms, the closing of the sale by Landlord to Tenant "shall occur no earlier than six (6) months and no later than seven (7) months" after the date of delivery of this notice. Please contact the undersigned to arrange for a closing date mutually convenient to Landlord and Tenant in compliance with the terms of the Lease.

Very truly yours,

Gary A. Van Luven
Vice Chairman

cc: Craig N. Denekas, Esq.
(Perkins, Thompson, Hinckley & Keddy)

0091500

BK15242PG059

10.3

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that I, **Joseph F. Boulos**, of Falmouth, County of Cumberland and State of Maine, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANT to **Westport Realty, LLC**, a limited liability company organized and existing under the laws of the State of Maine, the mailing address of which is c/o Boulos Property Management, One Canal Plaza, 5th Floor, Portland, ME 04101, with QUITCLAIM COVENANT, certain land, **but not the building thereon**, located in Portland, County of Cumberland and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof, **the ownership of said land and the building thereon having been severed by St. John Street Realty, and the building located on said land, but not said land, having been previously conveyed by said St. John Street Realty to The Gage Company by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

WITNESS my hand and seal this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness
Printed Name:

Joseph F. Boulos

STATE OF MAINE
County of Cumberland, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos and acknowledged the foregoing instrument to be his free act and deed.

Before me,

~~Notary Public~~/Maine Attorney-at-Law
Printed Name: Paul D. Pierce

10.4

BK15242PG060

Exhibit A

Joseph F. Boulos to Westport Realty, LLC

POOR ORIGINAL

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. N. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

10.5

BK15242PG061

Thence S 79° 23' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to Joseph F. Boulos by Deed of St. John Street Realty of even or near date, to be recorded in the Cumberland County Registry of Deeds.

POOR ORIGINAL

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 DEC 23 AM 11:08
CUMBERLAND COUNTY
John B O'Brien

0091499 BK15242PG055

10.6

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **St. John Street Realty**, a Maine general partnership organized and existing under the laws of the State of Maine and having a place of business in Portland, County of Cumberland, and State of Maine, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to **Joseph F. Boulos**, of Falmouth, County of Cumberland, and State of Maine, whose mailing address is c/o Boulos Property Management, One Canal Plaza, 5th Floor, Portland, ME 04101, with QUITCLAIM COVENANT, certain land, **but not the building thereon**, located in Portland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof, **the ownership of said land and the building thereon having been partitioned by the Grantor in severing the ownership of said land and said building, and the building located on said land, but not said land, having been previously conveyed by the Grantor to The Gage Company by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

Said land is hereby conveyed subject to such matters as are set forth on Exhibit B, attached hereto and made a part hereof.

To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455 that said building shall be and remain separate personal property severed from the land on which said building is located and no interest in the personal property is being conveyed by this deed.

IN WITNESS WHEREOF, the said St. John Street Realty has caused this instrument to be sealed with its partnership seal and signed in its partnership name by Joseph F. Boulos, its general partner, thereunto duly authorized, this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

ST. JOHN STREET REALTY

By: _____
Joseph F. Boulos
Its General Partner

COUNTY OF CUMBERLAND, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos in his capacity as General Partner of St. John Street Realty, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said partnership.

Before me,

~~Notary Public~~/Maine Attorney-at-Law
Printed Name: Paul D. Pettengill

BK15242PG057

10.7

Thence S 79° 29' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to St. John Street Realty by deed of RDJ Realty dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7112, Page 170.

POOR ORIGINAL

BK15242PG056

16.8

Exhibit A

St. John Street Realty to Joseph F. Boulos

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, state of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

POOR ORIGINAL

BK15214PG058

10.9

EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

8. Mortgage and Security Agreement granted by St. John Street Realty to City of Portland dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7016, Page 6 and related Assignment of Landlord's Interests in Leases dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 43, and Non-Disturbance, Attornment and Subordination Agreement by and among Maine National Bank, The Westco Corporation, and St. John Street Realty dated December 18, 1985 and recorded in Book 7016, Page 35; as affected by Assignment of Loan Agreement, Note, Mortgage and Lease assignment from the City of Portland to Maine National Bank dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 56 and by Partial Release of even or near date executed by Fleet Bank of Maine (as successor in interest to Maine National Bank) to be recorded in the Cumberland County Registry of Deeds.

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 DEC 23 AM 11:07
CUMBERLAND COUNTY
John B O'Brien

AH 11.1

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANGUS S. KING, JR.
GOVERNOR

MARTHA KIRKPATRICK
COMMISSIONER

December 15, 2000

Mr. William B. Needleman, Planner
Planning Office, City Hall
389 Congress Street
Portland, ME 04101

RE: Redlon & Johnson Co., DEP #L-20453-25-A-D

Dear Mr. Needleman:

The Department has received the application of the Redlon & Johnson Co. to expand their existing development on St. Johns Street. During a cursory review of this application, I contacted you with two concerns, which follow below.

My first concern was in regards to stormwater quality treatment. I noted that the applicant proposes to utilize catch basin sumps and oil/gas hoods in order to remove pollutants. Although listed as a best management practice (BMP) in the most recent edition of the State's Stormwater BMP Handbook, the Department does not recognize sumps and oil/gas hoods as capable of removing total suspended solids (TSS), in and of themselves. TSS removal credit is only given when these BMP's are used in conjunction with other practices, such as a manufactured oil/grit separator or detention/retention basins. The Site Location of Development Law (38 MSRA 481 *et seq.*) requires the Department to make a finding of no adverse effect on the natural environment. The Site Rules (Chapter 371 *et seq.*) further defines this standard, and requires the Department make a determination that a proposed project does not have an unreasonable adverse effect on surface water quality. In order to make positive findings in a project like this, the Department would require the applicant to install a more efficient TSS removing BMP. This standard under the Site Law is separate from the Stormwater Law (38 MSRA 420-D) and the Stormwater Rules (Chapter 500). The environmental rationale here is that large projects should have some sort of mitigation for the amount of TSS and associated phosphorus inherent in the large amounts of stormwater runoff.

From our conversation today, I understand that the Planning Office has similar concerns, although they may be tempered by the City's current ordinances that reference Chapter 500 and not the Site Law. However, you may have some recourse with the Planning Board under an umbrella ordinance similar to the Site Law.

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD
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) 764-1507

web site: www.state.me.us/dep

printed on recycled paper

11.2

My second concern was in regards to the permanent seeding plan noted on Sheet C-3, entitled "Site Details", drawn by Alliance Construction, Inc., dated September 21, 2000. Those notes call for a permanent seeding mix of Reed Canary Grass and Redtop. Reed Canary Grass is a facultative wetland species that, although indigenous, is quite invasive. Since the seeding application will occur in upland, the likelihood of survival for the Reed Canary Grass is small. The Department normally suggests an alternative plant in permanent seeding for uplands. Some species that we suggest for upland seeding are bluegrass, perennial rye grass, and fescues.

From our conversation today, I understand that the Planning Office will be making recommendations to change the permanent seeding plan to an appropriate upland species mix.

Based on our cursory review of the application, the Department has decided not to exert jurisdiction over this project.

Please call me if you have any questions.

Sincerely,

Alexander Wong, Project Manager
Division of Land Resource Regulation
Bureau of Land and Water Quality

11.3

CITY OF PORTLAND, MAINE

PLANNING BOARD

Jaimey Caron, Chair
Deborah Krichels, Vice Chair
Kenneth M. Cole III
Cyrus Y. Hagge
Erin Rodriquez
Mark Malone
Orlando E. Delogu

PUBLIC HEARING AGENDA

Tuesday Evening, January 9, 2001, at 5:30 p.m. the Planning Board will hold a Public Hearing, Room 209, City Hall, 389 Congress Street, Portland, Maine

1. ROLL CALL AND DECLARATION OF QUORUM
2. COMMUNICATIONS AND REPORTS
3. ANNOUNCEMENT OF DECISIONS AT THE PREVIOUS MEETING ON DECEMBER 12, 2000.

   i. North Atlantic Seafood site Plan; Vicinity of Commercial Street; City of Portland, Applicant.

   The Portland Planning Board voted unanimously 6-0 (Malone absent) to approve the subdivision; voted unanimously 6-0 to approve site plan subject to 4 conditions of approval.

   ii. Zoning Map Adoption And Zoning Map Amendment From R-05 To R-6 in the Vicinity of 144-156 Washburn Avenue.

   The Portland Planning Board voted unanimously 6-0 (Malone absent) to recommend to remove from R-05 to R-06 in the vicinity of 144-156 Washburn Avenue to the Portland City Council.

   iii. 14 Unit Residential Development R-3 PRUD; Site Plan and Subdivision Review; Vicinity of Stuart Street; North Star Enterprises, Applicant.

   The Portland Planning Board voted unanimously 6-0 (Malone absent) to table this item.

4. UNFINISHED BUSINESS

   i. 14 Unit Residential Development R-3 PRUD; Site Plan and Subdivision Review; Vicinity of Stuart Street; North Star Enterprises, Applicant.

   The Portland Planning Board will consider a plan by North Star Enterprises, Inc. for a 14-dwelling unit development in the vicinity of Stuart Street. The land area of the site totals 3.45 acres. The development is proposed as a planned residential unit development with attached dwelling units.

5. NEW BUSINESS

i. Office Building/Site Plan; Vicinity of 135 Marginal Way; Five Liver Company, Applicant.

The Portland Planning Board will consider a plan by Five Liver Company to construct an 18,000 sq. ft. building for office and retail use in the vicinity of 135 Marginal Way. 104 parking spaces are proposed. The building is proposed to be one story in height. The land area of the site is 1.44 acres. The property is zoned B-5. The development will be reviewed for conformance with the standards of the site plan ordinance.

ii. Site Plan/Site Location of Development; Vicinity of 172 St John Street; Redlon Johnson, Applicant.

The Portland Planning Board will consider a plan by Redlon and Johnson Co for a proposed 10,734 sq. ft. addition to their existing plumbing supply facility at 172-179 St. John Street.

5. ADJOURNMENT

NOTE: It is possible that the Board will not reach all of the items prior to adjournment. Any items not reached will be rescheduled to appear on the subsequent agenda with items appearing early on the agenda as unfinished business.

AH 12.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Fri, Jan 5, 2001 12:07 PM
Subject: Redlon and Johnson

Bill,

I have reviewed the Stormwater report and corresponding plans dated December 21, 2000 by Alliance construction for the Redlon and Johnson Project and provide the following comments:

1. the applicant has proposed the use of pipe tees and casco hoods as their means of providing water quality treatment and sediment removal from stormwater runoff. In my opinion these measures do not satisfactorily meet the City's standard for stormwater treatment. The past precedent set by the Planning board for similar projects has been to require a manufactured treatment device such as a vortechnics chamber, a Downstream Defender or other equal structure. My specifics concerns on the proposed tees include the installation of a tee on the RCP type pipe and exactly how that connection would be made. Secondly, the structures contain 21" pipe therefore if the existing structures are only 4' dia. the tee will be difficult to fit in the structure. The tee will also hamper long term maintenance and the ability to extract sediment out of the sump.

2. The plans do not contain information as to the existing sump depths of the structures.

3. the plan does not show the pipe connection from the truck well catch basin to the strom drain pipe. This information should be added to the plan.

If you have any questions regarding these comments please call.

Steve Bushey

AH 13.1

SECTION XIV

STANDARDS FOR LOCAL SITE LOCATION OF DEVELOPMENT REVIEW

1. INTENTION

These standards are intended to provide a flexible and practical means by which the City of Portland may exercise its police powers to control the location of those developments substantially affecting the local environment in order to ensure that such developments will be located in a manner which will have minimal adverse impact on the natural environment within the development sites and of their surroundings and to otherwise protect the health, safety and general welfare of the people.

2. APPLICABILITY

The Planning Board shall review:

(a) subdivisions;
(b) structures;
(c) developments generating passenger car equivalents of between 100-200 per peak hour for compliance with the following standards; and

For purposes of this section the following definitions shall be applied by the City of Portland Planning Board:

1. **Subdivision.** Land which is divided into 5 or more lots (other than lots for single-family, detached, residential housing, common areas or open space) to be offered for sale or lease to the general public during any 5-year period and the aggregate land area includes more than 20 acres; or the division of a parcel of land into 15 or more lots for single-family, detached, residential housing, common areas or open space, to be offered for sale or lease to the general public within any 5-year period and the aggregate land area includes more than 30 acres. The aggregate land area includes lots to be offered together with the roads, common areas, easement areas and all portions of the parcel of land in which rights or interests, whether express or implied, are to be offered. This definition of "subdivision" is subject to the following exceptions:

   A. Lots of 40 or more acres but not more than 500 acres may not be counted as lots except where:
      (1) The proposed subdivision is located wholly or partly within the shoreland zone;

B. Lots of more than 500 acres in size may not be counted as lots;

C. Five years after a subdivider establishes a single-family residence for that subdivider's own use on a parcel and actually uses all or part of the parcel for that purpose during that period, a lot containing that residence may not be counted as a lot;

D. Unless intended to circumvent this article, the following transactions may not be considered lots offered for sale or lease to the general public:

(1) Sale or lease of lots to an abutting owner or to a spouse, child, parent, grandparent or sibling of the developer if those lots are not further divided or transferred to a person not so related to the developer within a 5-year period, except as provided in this subsection;

(2) Personal, nonprofit transactions, such as the transfer of lots by gift, if those lots are not further divided or transferred within a 5-year period or the transfer of lots by devise or inheritance; or

(3) Grant of a bona fide security interest in the whole lot or subsequent transfer of the whole lot by the original holder of the bona fide security interest or that person's successor in interest;

E. In those subdivisions that would otherwise not require site location approval, unless intended to circumvent this article, the following transactions may not, except as provided, be considered lots offered for sale or lease to the general public:

(1) Sale or lease of common lots created with a conservation easement as defined in Title 33, section 476, provided that the Department of Environmental Protection is made a party;

(2) The exception described in paragraph E does not apply, and the subdivision requires site location approval, whenever the use of a lot described in paragraph E changes or the lot is offered for sale or lease to the general public without the limitations set forth in paragraph E; and

F. The transfer of contiguous land by a permit holder to the owner of a lot within a permitted subdivision is exempt from review hereunder, provided that the land was not owned by the permit holder at the time the Department of Environmental Protection, the MDOT or the City approved the subdivision. Further division of the transferred land must be reviewed under these standards.

For the purposes of this subsection, a parcel of land is defined as all contiguous land in the same ownership provided that lands located on opposite sides of a public or private

road are considered each a separate parcel of land unless that road was established by the owner of land on both sides of the road subsequent to January 1, 1970. A lot to be offered for sale or lease to the general public is counted, for purposes of determining jurisdiction, from the time a municipal subdivision plan showing that lot is recorded or the lot is sold or leased, whichever occurs first, until 5 years after that recording, sale or lease.

2. **Structure**. Any building, parking lot, road, paved area, wharf or area to be stripped or graded and not to be revegetated that cause a total project to occupy a ground area in excess of 3 acres. Stripped or graded areas that are not revegetated within a calendar year are included in calculating the 3-acre threshold; and

3. **Passenger car equivalents at peak hour**. "Passenger car equivalents at peak hour" means the number of passenger cars, or, in the case of nonpassenger vehicles, the number of passenger cars that would be displaced by nonpassenger vehicles, that pass through an intersection or on a roadway under prevailing roadway and traffic conditions at that hour of the day during which the traffic volume generated by the development is higher than the volume during any other hour of the day. A one tractor-trailer combination is the equivalent of 2 passenger cars.

3. STANDARDS

The following standards shall be applied in evaluating developments identified in subsection 2, above, except where Portland elsewhere has adopted more restrictive standards, the more restrictive standards shall control:

1. Financial and technical capacity. The developer has the financial capacity and technical ability to develop the project in a manner consistent with state environmental standards and with the provisions of Portland's Code of Ordinances . The Planning Board may issue a permit that conditions any site alterations upon a developer providing the Planning Board with evidence that the developer has been granted a line of credit or a loan by a financial institution authorized to do business in this State or with evidence of any other form of financial assurance the Planning Board determines to be adequate. The Planning Board shall also assess any such application in accordance with the standards set forth in Chapter 373 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

2. Traffic movement. For any development that generates 100 or more passenger car equivalents at peak hour, the developer has made adequate provision for traffic movement of all types into and out of the development area. Before issuing a permit, the Planning Board shall determine that any traffic increase attributable to the proposed development will not result in unreasonable congestion or unsafe conditions on a road in the vicinity of the proposed development. The Department of Transportation or the City of Portland Traffic Engineer shall provide the Planning Board with an analysis of traffic movement

of all types into and out of the development area and with a statement of recommended findings on traffic issues. In making its determination under this subsection, the Planning Board shall consider the analysis and recommendations provided by the City's Traffic Engineer or the Department of Transportation. Traffic movement determinations are subject to the following:

A. If any project qualifies for site location review solely because it generates 100 or more passenger car equivalents at peak hour then the site location of development review shall be limited only to issues relevant to the traffic movement standards in this section.

In all instances, the appropriate representative of the municipality or municipalities where the project is located, shall discuss with the applicant the scope of the traffic impact from the proposed development to be studied. Where required by state law, the applicant shall provide notice to abutting municipalities.

B. If a development is located in an area designated as a growth area in a local growth management plan that has been found by the State to be consistent with the growth management program in Title 30-A, chapter 187, the Planning Board shall require improvements to the level of traffic service only if the level of service adjacent to or in the vicinity of the development is or would be level of service E or F, as determined by the City's Traffic Engineer in accordance with the "Highway Capacity Manual" (3rd ed. 1994). In these cases, improvements shall be required so as to bring the traffic service to, at minimum, level of service D.

C. To the extent not inconsistent with these standards, the Planning Board shall also assess any such application in accordance with the standards set forth in Chapter 374 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

(3) No adverse effect on the natural environment. The developer has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 375 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

(4) Soil types. The proposed development will be built on soil types that are suitable to the nature of the undertaking. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 376 of the Maine Department of Environmental Protection Site Law Regulations, as may be amended from time to time.

(5) Ground water. The proposed development will not pose an unreasonable risk that a

discharge to a significant ground water aquifer will occur. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 500 and 502 of the Maine Department of Environmental Storm Water Management and Direct Watersheds of Waterbodies Most at Risk from New Development Rules, as may be amended from time to time.

(6) Infrastructure. The developer has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.

(7) Flooding. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 500 and 502 of the Maine Department of Environmental Storm Water Management and Direct Watersheds of Waterbodies Most at Risk from New Development Rules as may be amended from time to time.

(8) Storm water management and erosion and sedimentation control. The proposed development meets the standards for storm water management in 38 MRSA §420-D, as may be amended from time to time and the standard for erosion and sedimentation control in 38 MRSA §420-C, as amended from time to time. In making a determination under this subsection, the Planning Board shall apply the standards set forth in Chapter 500 and 502 of the Maine Department of Environmental Storm Water Management and Direct Watersheds of Waterbodies Most at Risk from New Development Rules, as may be amended from time to time.

O:\WP\PENNY\SECXIV.DOC

Alliance CONSTRUCTION INCORPORATED

ALLIANCE CONSTRUCTION, INC.
160 Pleasant Hill Road
Scarborough, Maine 04074

(207)885-0855
FAX (207)885-0846

LETTER OF TRANSMITTAL

DATE:	5/2/01	JOB #:	03-0323
ATTENTION:	Bill Needelman		
REGARDING:	Redlon & Johnson 172-174 St. John Street Portland, Maine		

To: **City of Portland, Planning Dept.**
398 Congress Street
Portland, Maine 04101

WE ARE SENDING YOU ☐ Attached ☐ Under Separate Cover Via: Drop-off The Following Items:

☐ Shop Drawings ☐ Prints ☒ Plans ☐ Samples ☐ Specifications

☐ Copy of Letter ☐ Change Order ☐ _____

COPIES	DATE	NUMBER	DESCRIPTION
			FULL SIZE & 11x17 - APPROVED PLANNING BOARD
1	1/10/01	C-1	Site Grading Plan
1	1/10/01	C-3	Site Details
			FULL SIZE & 11x17 - AMENDED DRAWINGS FOR PLANNING BOARD
1	5/2/01	C-1	Site Grading Plan
1	5/2/01	C-3	Site Details

THESE ARE TRANSMITTED as checked below:

☒ For Approval ☐ Approved As Submitted ☐ Resubmit ____ Copies For Approval

☐ For Your Use ☐ Approved As Noted ☐ Submit ____ Copies For Distribution

☐ As Requested ☐ Returned For Correction ☐ Return ____ Corrected Prints

☐ For Review and Comment ☐ _____

☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: Dear Bill,
Please find attached per our telephone conversation earlier this morning copies of the drawings showing the 1/9/01 planning board condition of a stromwater treament unit, and the new amended drawings for the Redlon & Johnson project. The new amended drawings do not included the on site treatment unit as per our discussion because of the treatment unit that is being install by Barber Food further down the stormwater pipeline.

If you or any member of the planning department staff has any question, please don't hesitate to give a call.

COPY TO: File, [redacted]

Transmitted By: *Ron Burt, Design-Build Project Coordinator*
Alliance Construction, Inc.

If Enclosures Are Not As Noted, Kindly Notify Us At Once.

PLANNING REPORT #2-01a

Tabled on Right Title & Interest

WAREHOUSE AND STORAGE EXPANSION

STORMWATER MANAGEMENT AMEMDMENTS TO A PREVIOUSLY APPROVED SITE PLAN AND SITE LOCATION OF DEVELOPMENT REVIEW

REDLON JOHNSON, APPLICANTS

Submitted to:

Portland Planning Board
Portland, Maine

June 12, 2001

I. INTRODUCTION

Redlon and Johnson Co. requests a Public Hearing to review stormwater management amendments to a previously approved site plan at 172-174 St. John Street. This project, a 10,734 square foot building addition to their existing plumbing supply facility, was approved for site plan review and Site Location of Development review under local delegated authority. See the Jan. 9, 2001 Planning Board Report #2-01, Attachment 5, for a complete description of the subject project.

The applicant proposes to satisfy the requirement for stormwater treatment by sharing a downstream treatment device with Barber Foods at 54 St. John Street. Since the Barber Foods property and the Redlon Johnson property share a localized watershed and since the Barber Foods Vortechs stormwater treatment device was sized to accommodate the Redlon Johnson property, this cooperative relationship is logical, practical and should result in a cost savings to both applicants. The Applicant has provided two sets of plans: Attachment #3A, showing the proposed site plan without the stormwater treatment device; and Attachment #3B, showing the approved site plan with an on-site treatment device. The applicant requests approval to construct Attachment #3A, utilizing the Vortechs 7000 tank shown on the Barber Foods site plan, Attachment #4.

Steve Bushy, Consulting Review Engineer, has reviewed the proposal and agrees that the proposed shared system is consistent with sound practice and he does not see any technical disadvantages given proper system maintenance. Both Barber Foods and Redlon Johnson have provided letters supporting the efficacy of the device to provide 80% removal of TSS

The planning staff has requested that Redlon Johnson receive an easement to maintain the system and that both Redlon Johnson and Barber Foods enter into a joint stormwater maintenance agreement with the City. The end result would be a system that both parties have the responsibility and ability to maintain.

Barber foods has provided a letter stating their agreement to the relationship, but an easement has not yet been executed. See Barber Foods letter, Attachment 1, and City correspondence, Attachment 1A.

Suggested Conditions of Approval are included w/ the Motions

II. SUMMARY OF FINDINGS

Applicant:	Redlon Johnson Company, Alliance Construction, Agent
Lot Size:	3.38 acres+/-
Building Size:	52,272 square feet (existing) 10,734 square feet (proposed)
Zoning:	IMB
Parking:	64 spaces (existing, no additional spaces proposed)
New Impervious:	5,225 square feet (new pavement)
Existing Impervious:	52,272 square feet (building) 74,488 square feet (pavement) 126,760 square feet (total existing)
Post-Devel. Impervious:	131,985 square feet (total)

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and information submitted by the applicant and on the basis of information contained in Planning Report #2-01a and #2-01, the Planning Board finds:

- That the amendment to site plan is in conformance with the Site Plan Ordinance of the Land Use Code; subject to the following conditions of approval:

    1. That the applicant receive an easement to maintain the stormwater treatment device on the Barber Foods property; and,

    2. That the applicant and Barber Foods enter into a joint stormwater system maintenance agreement with the City.

That the plan is in conformance with the Standards for Local Site Location of Development Review.

Attachments:

1. Letters Between Barber Foods and Redlon Johnson
1A. City Correspondence
2. Engineering Support Letters
3A. Proposed Redlon Johnson Plan
3B. Approved Redlon Johnson Plan
4. Barber Foods Approved Plan
5. Planning Board Report #2-01 (without attachments)

Att. 1.1

Redlon & Johnson
Partnering with Professionals

Branches: Portland - Bath - Augusta - Rockland
Bangor - Lewiston - Presque Isle, ME
Portsmouth - Laconia - Manchester, NH
Winchester, VA - Hagerstown, MD
Carlisle - Hanover, PA

To: Bill Needelman

From: Bill Hutchinson

Date: June 6, 2001

Subject: Vortechs System

Attached is a letter from Barber Foods regarding access to the Vortechs unit. I hope this will help.

If you have any questions or concerns, please don't hesitate to call me.

Thanks

Bill Hutchinson

172 - 174 St. John Street - P.O. Box 3554 - Portland, Maine 04104-3554 - Telephone 207-773-4755 - 1-800-492-0817 - FAX 207-772-2957

BARBER FOODS
POST OFFICE BOX 4821
PORTLAND, MAINE 04112-4821
(207) 856-1430
800-341-0451
FAX (207) 856-1449
www.barberfoods.com

AH.1.2

June 6, 2001

Mrs. Sarah Hopkins
City of Portland
389 Congress Street
Portland, ME 04101

Subject: Barber Foods
Drainage Right of Way
Portland, ME

Dear Sarah:

We have been contacted by Redlon and Johnson who are our neighbors to the north regarding access to the Vortechs unit being installed on our property. As I understand it, the City is requiring that Redlon and Johnson have the right to maintain our Vortech unit in the event that we are unable or unwilling to do so. As I understand it, the option to our granting this additional access is that Redlon and Johnson would have to install their own unit on their property.

I cannot imagine a scenario occurring where we would not or could not maintain our Vortech unit. However, in order to assist them to acquire their building permit, please be advised that we are willing in principal to enter into an agreement to add our Vortechs unit to the existing mutual drainage right-of-way through our property. In return, of course, we would expect them to share in the ongoing maintenance cost of our unit.

Please let me know if this would be helpful to them.

Sincerely,

Vicki Mann
Vice President, Finance & Administration

AH. 1A.1

From: Sarah Hopkins
To: internet:zareh_derhagopian@barberfoods.com
Date: Fri, May 4, 2001 11:25 AM
Subject: redlon/barber

Zareh,

Has anyone from Alliance (Ron Burt) contacted you about this vortechnics issue?

Redlon/Johnson was approved by the Planning Board (prior to your approval) for an addition to their building on St. John Street. As part of their approval, they were required to install a vortechnics unit, similar to yours. Now, Redlon Johnson does not want to install a vortechnics unit, since yours is big enough to handle all the volumes in the pipe.

Technically, they are probably correct that your unit will treat their stormwater, but they legally need permission from you, either in the form of a maintenance agreement or easement to get to the unit.

Attached is a letter that we sent to Mr. Burt regarding our requirements. There is a copy in the mail to you.

It's an odd request and I'm not sure if they have even contacted you...

We had their request scheduled for a May 8 Planning Board public hearing, but due to all the outstanding issues, we've suggested tabling the item until May 22

Hope all is well.

-Sarah

CC: Needleman, William

AH.1.2

Please contact the Planning Staff if you have any questions regarding these requirements. Thank you.

AH 1A.3

Sincerely,

Alexander Jaegerman
Chief Planner

CC: William Needelman, Senior Planner
Sarah Hopkins, Developmental Review Services Manager
Penny Littell, Associate Corporation Counsel
Lee Urban, Director of Economic Development

Alliance CONSTRUCTION INCORPORATED

Att 2.1

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 21 May 2001
Pages including this cover page: 2

Bill,

Please find attached a copy of the from our site engineering that we talked about last Thursday afternoon. This signed and sealed letter states that we have reviewed the design criteria for the Vortechnics Model 7000 storm water treatment unit included as part of the Barber Food project will performed to city standards while including Redlon & Johnson's storm water run-off. Per our meeting this letter should satisfy your requirements of review responsibility.

The last outstanding items to be presented to, the maintenance agreement & easement should be completed next week. If you have any questions, please don't hesitate to give me a call.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

AH. 2.2

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

May 17, 2001

RE: Redlon-Johnson - Stormwater treatment

Bill Needleman
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Bill Needleman:

Per your request we have reviewed the criteria used to design the Vortechnics Stormwater Treatment System designed for Barber Foods. In our opinion the unit will perform as designed to meet the City of Portland standards for TSS removal of 80%, while including the Redlon-Johnson stormwater runoff. Proper maintenance will be needed to keep the unit running efficiently.

Sincerely yours,

Paul R LaRochelle

Paul R. LaRochelle, P.E.
Project Engineer
Alliance Construction, Inc

prl

STATE OF MAINE
PAUL
R.
LAROCHELLE
4531
REGISTERED
PROFESSIONAL ENGINEER

Vortechnics™

Attachment 3
Att. 2.3

Engineered Products
FOR STORMWATER TREATMENT

February 16, 2001

John Spear
Spear & Associates
130 Bank St
Landisville, PA 17538

Re: **Barber Foods, Portland, ME**

Dear John:

I am writing to confirm that I have reviewed the Vortechs™ Stormwater Treatment System design for this project, and found that it is in accordance with our sizing criteria for 80% net annual Total Suspended Solids (TSS) removal efficiency.

The removal efficiency calculations for the Vortechs Systems on this site follow the methodology described in Technical Bulletin No. 4. Please consult this publication for a more thorough explanation of how 80% removal efficiency is attained.

The Vortechs System will continue to operate at this removal efficiency as long as it is maintained properly.

Thank you very much for specifying our products. We look forward to working closely with you on this installation in the coming weeks. Please do not hesitate to call anytime you have any questions regarding this matter.

Sincerely,

Andrea Perley
Engineer
Vortechnics Inc.

AH. 5

PLANNING REPORT #2-01

WAREHOUSE AND STORAGE EXPANSION

SITE PLAN AND SITE LOCATION OF DEVELOPMENT REVIEW

REDLON JOHNSON, APPLICANTS

Submitted to:

Portland Planning Board
Portland, Maine

January 9, 2001

I. INTRODUCTION

Redlon and Johnson Co. requests a workshop review for a proposed 10,734 square foot building addition to their existing plumbing supply facility at 172-174 St. John Street. The development will be an extension of their current use, providing better truck circulation and loading with additional interior storage. The applicant also proposes a pavement expansion over an existing exterior storage area adjacent to the building addition. This project is being reviewed for site plan review and Site Location of Development review under local delegated authority.

This project was developed in 1985 with a total of 2.9 acres of new impervious surface. The new addition and new paved exterior parking area will combine to create 3.28 acres of new impervious surface since 1985, thus qualifying the project for Site Location of Development review. As an industrial development of less than 20,000 square feet, this project would ordinarily be reviewed at the staff level, but due to the need for Site Location review, the applicant requests Planning Board review.

Title Issues:

The applicant has provided deeds showing evidence of ownership of the subject building, and a letter exercising an option to purchase the land. The option is referenced to a Ground Lease between the owner, Westport Realty, and the tenant, The Gage Co., but the lease document has not been provided. Planning staff has informed the applicant that sufficient evidence of development rights should be provided prior to Public Hearing. Planning Staff and Corporation Counsel recommend a condition of approval that the applicant provide a copy of the lease prior to issuance of the building permit.

Site Description

The site contains approximately 3.38 acres of land adjacent to the Maine Central Rail Road right of way west of St. John Street. The subject parcel abuts commercial parking to the north (behind the former rail road office complex,) the railroad right-of-way to the west, the Century Tire complex to the south, and St. John Street commercial uses to the east. The land has 60 feet of frontage on St. John Street providing access to a private drive heading westerly to the existing Redlon and Johnson parking lot.

The site is dominated by the existing building; a 52,272 square foot industrial/storage building with a large wholesale show room. A 65-space customer and employee parking lot occupies the northerly end of the parking lot, which is connected to a partially paved exterior storage area at the southerly end of the site by a paved drive. The existing loading bays are located in the interior

of the building and present extreme difficulty to the drivers currently trying to access the loading platforms.

Project Description

The project proposes to construct a one-story metal building addition on the rear (south) end of the existing building. The area of the proposed addition is currently being used for exterior storage and it is proposed that some of the material that is currently being stored outside will, in the future, be stored in the addition. Three new loading bays will be incorporated in the addition, facilitating the loading and unloading of large trucks.

Building elevations are attached.

Zoning:

The IMB zone requires that paving must be set 10 feet back from property lines. The proposed pavement at the exterior storage had previously violated this provision, but the applicant has changed the plans to include a 10-foot buffer of crushed stone at the boundary. The crushed stone area will be used for exterior storage, and will continue to be considered as impervious surface.

II. SUMMARY OF FINDINGS

Lot Size:	3.38 acres+/-
Building Size:	52,272 square feet (existing) 10,734 square feet (proposed)
Zoning:	IMB
Parking:	64 spaces (existing, no additional spaces proposed)
New Impervious:	5,225 square feet (new pavement)
Existing Impervious:	52,272 square feet (building) 74,488 square feet (pavement) 126,760 square feet (total existing)
Post-Devel. Impervious:	131,985 square feet (total)

III. SITE PLAN REVIEW

Representatives from the Planning, Public Works, and Fire Departments have reviewed the plans. Comments from these departments are incorporated into the Planning Board Report.

1. Traffic/Circulation

Vehicle access to the site is provided via an existing access drive from Warren Avenue to customer parking in front of the building. Truck access is provided around the rear of the building to the exterior storage areas. Currently, trucks back into interior loading bays located mid-way on the westerly side of the building. Planning staff, while visiting the site, observed trucks having significant difficulty accessing the existing bays.

The new addition will include new loading bays, greatly improving truck circulation.

Pedestrian circulation is provided across the front of the parking area to the customer show room. St. John Street has recently been rebuilt, and sidewalks are in excellent condition.

The traffic engineer has reviewed the plans and finds that the access and circulation is satisfactory.

2. Bulk, Location, Height of Buildings

The addition will follow the roofline of the existing structure and is approximately 20 ft. high. Like the main structure, the addition is a metal-sided industrial building that is not anticipated to have negative impacts on neighboring properties.

3. Utilities, Easements, Solid Waste

The site will be served from existing utilities on-site.

The site is subject to a surface drainage easement for the benefit of St. John Realty Co. that runs along the westerly boundary of the site. The easement will not be impacted by the proposed development.

Solid waste is handled with existing dumpsters which, according to the applicant, are to be stored in side.

4. Landscaping

The applicant's plan shows no additional landscaping.

5. Stormwater/Wetlands

The site is largely flat and currently drains southerly through an existing underground system which eventually outlets off-site into the Fore River. The system starts as a 12-inch pipe at the easterly edge of the customer parking area. The pipe flows down to the westerly truck access drive with a series of catch basins, turning southerly, eventually exiting the site and continuing to the separated City system which outfalls to the Fore River near the Veteran's Bridge. The pipe increases in size as the system flows southerly, starting as a 12-inch pipe at the parking area, and exiting the site as a 27- inch pipe. The oversized nature of the system provides detention, since, according to the applicant, the outlet orifice reduces to an 18-inch diameter, thus restricting flow. Very little additional stormwater will be generated by the proposed addition and paving, and no existing stormwater problems are apparent. Currently, no stormwater treatment is provided.

The applicant proposes to add a new catch basin near the addition, and will be outfitted with a gas hood. Additionally, in response to Planning Staff concerns for increased storm water treatment, the applicant has added "tee" outlets to the existing catch basins in the customer parking area to catch floatables and provide some TSS removal. See up-dated Stormwater Quality Report, Attachment #9. Planning Staff and DRC, Steve Bushy have concerns that more storm water treatment should be provided. See DRC memo dated January 5, 2001, Attachment #12.

The applicant bases their use of the modified catch basin approach for storm water treatment on (1) the fact that no quantified TSS removal rate is specified under the ordinance; and (2) the fact that the DEP no longer gives the Vortech-type structures a quantified rate of removal. Planning Staff recommends a higher level of stormwater treatment based on (1) the fact that both local and state standards require "no adverse impact" as part of larger scale development- regardless of Chapter 500 guidelines; and (2) the fact that, according to the DRC, the Vortech-type structures will provide greater treatment levels over the modified catch basin design.

The Board will need to determine if the modified catch basin treatment method satisfies the Site Plan Standards and the Site location of Development Standards. See the Site Location Review section below.

6. Lighting

The parking area has two large steel light poles with box-type cut-off fixtures and the building has typical non cut-off wall-mounted fixtures. No lighting information has been provided for the area of new construction. Staff suggests a condition of approval that a lighting plan for the addition area be provided.

7. Fire Safety

Fire Safety has reviewed the development proposal and finds the design acceptable.

8. Industrial Development

The proposed low impact industrial development will not create any adverse environmental consequences, including any substantial diminution to the value or utility of neighboring structures.

9. Environmental Impact

Since the last workshop on this project, the applicant has submitted supporting information regarding stormwater treatment. See the Storm Water Section Above and the Site Location of Development Section below.

IV. SITE LOCATION OF DEVELOPMENT REVIEW

The existing building and paved areas were developed in 1985, resulting in +/-2.9 acres of new impervious surface. The new development, which adds 5,225 square feet of new pavement and crushed gravel, pushes the site over 3 acres of impervious surface, thus qualifying the site for Site Location of Development review. DEP project manager, Alex Wong has provided a letter, which approves delegated authority for this project; but additionally, suggests that the applicant provide greater TSS removal. See Attachment #11.

Although, additional parking is not proposed with this development, planning staff is requesting that the applicant be required to install a stormwater treatment structure to treat the stormwater currently exiting the existing parking area. While Site Location regulations do not require a quantified reduction of TSS for facilities which outlet into the Fore River (a coastal wetland, not designated as at-risk,) planning staff bases the request for stormwater treatment on the City's technical standards for stormwater management –treatment for parking areas over 25 spaces- and Site Plan Standard #20 – no adverse environmental impact. Additionally, local Site Location of Development Standards includes a no adverse environmental impact clause- comparable to Site Plan Standard #20.

DRC, Steve Bushy, has reviewed the latest storm water submittal and suggests that the Board require a Vortech-type structure. See DRC memo and suggested condition of approval.

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and information submitted by the applicant and on the basis of information contained in Planning Report #2-01, the Planning Board finds:

- That the site plan is in conformance with the Site Plan Ordinance of the Land Use Code; subject to the following conditions of approval:

  That the applicant submit a current land lease or other proof of right, title, or interest for Corporation Counsel's review and approval; and

  That the applicant submit a lighting plan for the proposed addition area for Planning Staff Review and approval; and,

- That the plan is in conformance with the Standards for Local Site Location of Development Review; subject to the following conditions of approval:

  That the applicant provides a revised stormwater management plan for the DRC's review and approval. The revised plan shall show a Vortech-type treatment structure and address concerns outlined in the attached DRC memo dated January 5, 2001.

Attachments:

1. Written Statements
2. Utility capacity letters
3. Storm Water Information
4. Letter of Financial Capacity
5. Deed Information
6. Engineering review
7. Aerial Photo
8. DEP Notice
9. Revised stormwater quality report
10. Updated title information
11. DEP letter
12. DRC Memo, dated January 5, 2001
13. Standards for Local Ste Location of Development Review
14. Plans

City of Portland
Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
(207)874-8721 or (207)874-8719
Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date: 1-5-00

To: Ron Burt

Company: Alliance

Fax #: 885 0846

From: Bill Needelman

RE: Redlon Johnson: Steve Bushy Comments,

Ron, We will be asking for 2 conditions of approval. (1) That additional stormwater treatment be provided, and (2) That the Ground Lease document be provided. Condition #1 will reference the attached memo from Steve Bushy.

YOU SHOULD RECEIVE 2 PAGE(S),
INLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL (207)874-8721 OR (207)874-8719.

Planning & Urban Development

Joseph E. Gray Jr.
Director

CITY OF PORTLAND

Mr. Gary Van Luven, CFO
The Gage Co.
3000 Liberty Ave.
Pittsburgh, PA 15201

Re: 174-172 St john Street, Portland ME

Dear Mr. Van Luven:

The Planning Office is in receipt of a letter confirming the Redlon Johnson Company's permission to expand its facility at 172-174 St. John Street in Portland, ME. This evidence of development rights satisfies an outstanding condition of approval as voted by the City of Portland's Planning Board on January 9, 2001. Should you have any questions regarding the Planning Board approval, please contact the Planning Staff at 207-874-8719. Thank you.

Sincerely:

William B. Needelman, Senior Planner

Cc: Sarah Hopkins, DRSM
Alex Jaegerman, Chief Planner

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Fri, Jan 5, 2001 12:07 PM
Subject: Redlon and Johnson

Bill,

I have reviewed the Stormwater report and corresponding plans dated December 21, 2000 by Alliance construction for the Redlon and Johnson Project and provide the following comments:

1. the applicant has proposed the use of pipe tees and casco hoods as their means of providing water quality treatment and sediment removal from stormwater runoff. In my opinion these measures do not satisfactorily meet the City's standard for stormwater treatment. The past precedent set by the Planning board for similar projects has been to require a manufactured treatment device such as a vortechnics chamber, a Downstream Defender or other equal structure. My specifics concerns on the proposed tees include the installation of a tee on the RCP type pipe and exactly how that connection would be made. Secondly, the structures contain 21" pipe therefore if the existing structures are only 4' dia. the tee will be difficult to fit in the structure. The tee will also hamper long term maintenance and the ability to extract sediment out of the sump.

2. The plans do not contain information as to the existing sump depths of the structures.

3. the plan does not show the pipe connection from the truck well catch basin to the strom drain pipe. This information should be added to the plan.

If you have any questions regarding these comments please call.

Steve Bushey

********** -COMM. JOURNAL- ********** DATE APR-30-2001 ***** TIME 14:48 ********

MODE = MEMORY TRANSMISSION START=APR-30 14:46 END=APR-30 14:48

FILE NO.=505

STN NO.	COMM.	ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
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-CITY OF PORTLAND -

********** -PLANNING DEPT. - ***** - 2077568258- *********

City of Portland
Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
(207)874-8721 or (207)874-8719
Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date: 4-30-01

To: Ron Burt

Company: Alliance Con.

Fax #: 985-0846

From: Bill Needelman

RE: Stormwater Maintenance Agreement Form.

This will need to be adjusted for a Showeel system. Thanks

Bill N.

YOU SHOULD RECEIVE 6 PAGE(S),
INLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
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City of Portland
Planning Department

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Portland, ME 04101
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Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date: 4-30-01

To: Ron Burt

Company: Alliance Con.

Fax #: 885-0846

From: Bill Needelman

RE: Stormwater Maintenance Agreement form.

This will need to be adjusted for a shared system. Thanks

Bill N.

YOU SHOULD RECEIVE 6 PAGE(S),
INLUDING THIS COVER SHEET.
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FIGURE V-1
(Page 1 of 2)
STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT

IN CONSIDERATION OF _____ approval granted by the Planning Board (or Planning Authority, where applicable) of the City of Portland to a plan entitled _____ dated _____, 199___, and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine,* and pursuant to a condition thereof, _____, a _____ with a place of business at _____, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense and at all time in perpetuity, maintain in good repair and in proper working order the stormwater drainage system, as shown on said plan, including but not limited to the treatment tank(s) and the outlet(s) therefrom. Owner of the subject premises further agrees to periodically clean out said tanks in accordance with the manufacturer's specifications as included on Exhibit A, attached hereto and incorporated herein by reference (Manufacturer's name and address _____) and to keep a log detailing: 1) the date and nature of the maintenance performed; and 2) who performed said maintenance. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request. Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland, by its

---

*Where this Agreement is a condition of subdivision rather than site plan approval, this clause should instead read "and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____."

authorized agents or representatives, may, but is not obligated to enter upon said premises to maintain, repair, or replace said stormwater drainage system, including but not limited to, treatment tank(s) and outlet(s) thereon in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said stormwater drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this _____ day of _____, 199____.

_____

By:_____

Its:_____

STATE OF MAINE
CUMBERLAND, ss.

Date:_____,199__

Personally appeared the above-named _____, 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 _____.

Before me,

_____

Notary Public/Attorney at Law

Print Name: _____

sample

ortechs™ Stormwater Treatment System:
Inspection & Maintenance

The Vortechs System requires minimal routine maintenance; however, it is important that the system be properly inspected and cleaned when necessary in order to function at its best. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g., heavy winter sanding will cause the grit chamber to fill more quickly, but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and it is easily performed. In the first year of operation, frequent inspections of the accumulated sediment volume within the grit chamber are necessary to establish an appropriate maintenance plan. Vortechnics recommends quarterly (e.g. seasonal) inspections during the first year of Vortechs System operation. Inspections should be performed more often in the winter months in climates where street sanding operations may lead to rapid accumulations, or in equipment washdown areas. After the first year, the inspection schedule should be reviewed and modified according to experience. It is very useful to keep a record of each inspection. A simple form for doing so is provided.

For sediment, the Vortechs System only needs to be cleaned when inspection reveals that it is nearly full; specifically, when sediment depth has accumulated to within six inches of the dry-weather water level. This determination can be made by taking 2 measurements with a stadia rod or similar measuring device: one measurement is the distance from the manhole opening to the water surface, and the other is the distance from the manhole opening to the top of the sediment pile. If the difference between the two measurements is less than six inches, the system should be cleaned out. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

In Vortechs installations where the risk of large petroleum spills is small, liquid contaminants are not likely to accumulate as quickly as sediment. For oil and grease under normal conditions, Vortechs Systems should be pumped out when an appreciable layer of oil has accumulated. Vortechs Systems can be designed to trap catastrophic spill events, providing for oil storage of up to 3 feet.

Cleaning

Cleanout of the Vortechs System with a vacuum truck is generally the most effective and convenient method. Alternate cleanout methods include the use of absorbent materials for oil removal or a "clamshell" device for sediment removal. Cleanout should not occur within 6 hours of a significant rain event, to allow for the entire collection system to drain down.

Properly maintained Vortechs Systems will only require evacuation of sediment and oil/grease from the grit chamber portion of the system, in which case it is necessary to remove only the manhole cover nearest to the system inlet to remove water and contaminants. However, all chambers should be checked to ensure the integrity of the system. In cases where a "clamshell" is being utilized, prior to removing the grit (as described above), absorbent pads or pillows can be placed in the oil chamber through the center access manhole. Once the oil has been absorbed, the absorbent materials can be taken out of the system for disposal.

In some cases, it may be necessary to pump out all Vortechs System chambers. An important maintenance feature built into Vortechs Systems is that floatables remain trapped after a cleaning, due to a waterlock maintained between the grit chamber and the outlet panel which keeps the bottom of the baffle submerged. Therefore, in the event of cleaning all chambers, it is imperative that the grit chamber be drained first. It is important that the Vortechs System be filled to the outlet pipe with clean water to re-establish the water lock.

Manhole covers should be securely seated following cleaning activities to ensure that surface runoff does not leak into the unit from above.

sample

Vortechs™ Stormwater Treatment System Inspection & Maintenance Log

Model:			Location:		
Date	Depth from Water Surface to Sediment[1] — Min. Depth 6"	Floatable Layer Thickness[2] (approx)	Maintenance Performed	Maintenance Personnel	Comments

1. The water depth to sediment is determined by taking two measurements with a stadia rod: one measurement is the distance from the manhole opening to the water surface, and the other is the distance from the manhole opening to the top of the sediment pile. If the difference between the two measurements is less than six inches, the system should be cleaned out.

2. The system should be cleaned out when an appreciable layer of oil and/or other floating material has accumulated.

Vortechnics

Vortechs™ Stormwater Treatment System Inspection & Maintenance Log

Model: 5000			Location: Smith Superstores, Springfield, OH		
Date	Depth from Water Surface to Sediment Min. Depth 6"	Floatable Layer Thickness (approx)	Maintenance Performed	Maintenance Personnel	Comments
4/10/96	30"	0"	N/A	B. Johnson	Installed
8/15/96	26"	sheen	None	S. Riley	
11/15/96	22"	sheen	None	B. Johnson	
1/15/97	16"	sheen	None	B. Johnson	
2/15/97	7"	1"	Clean-out scheduled	S. Riley	3 snowstorms
2/18/97	30"	0"	System cleaned w/ Vactor truck.	S. Riley	Cleaned
3/15/97	28"	Sheen		S. Riley	swept parking lot
4/15/97	27"	0.5"	Placed oil-absorbent material in system	B. Johnson	
5/16/97	23"	0"	Replaced oil-absorbent material w/new	B. Johnson	

SAMPLE

1. The water depth to sediment is determined by taking two measurements with a stadia rod; one measurement is the distance from the manhole opening to the water surface, and the other is the distance from the manhole opening to the top of the sediment pile. If the difference between the two measurements is less than six inches the system should be cleaned out.

2. The system should be cleaned out when an appreciable layer of oil and/or other floating material has accumulated.

January 16, 2001

Mr. Ronald G. Burt
Alliance Construction Co.
160 Pleasant Hill Road
Scarborough, Me. 04074

re: 172-174 St. John Street, Redlon and Johnson building addition.

Dear Mr. Burt:

On January 9, 2001, the Portland Planning Board voted 5-0 (Delogue and Hagge absent) to approve your application to construct a building addition and exterior storage area at the Redlon and Johnson facility at 172-174 St. John Street.

The Board found that the application met the standards of the Site Plan ordinance of the Land Use Code. The approval was granted with the following condition:

> That the supplied ground lease with option to purchase receive Corporation Counsel's review and approval.

The Board also found that the application met the standards for local Site Location of Development Review. The approval was granted with the following condition:

> That the applicant provides a revised stormwater management plan for the Development Review Coordinator's review and approval. The revised plan shall show a Vortech-type treatment structure and address concerns outlined in the attached DRC memo dated January 5, 2001.

The approval is based on the submitted site plan and the findings related to review standards as contained in Planning Report # 2-01, which is attached.

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

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

2. The site plan approval will be deemed to have expired unless work in the development has

commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.

3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

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

5. 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.)

The Development Review Coordinator (who is located at DeLuca Hoffman at 775-1121) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,

Jaimey Caron, Chair
Portland Planning Board

Cc: Alexander Jaegerman, Chief Planner
William B. Needelman, Senior Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Nancy Knauber, Associate Engineer

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Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Wed, Jan 17, 2001 12:01 PM
Subject: Redlon and Johnson

Bill,

I have reviewed the latest plans prepared by Alliance Construction for the Redlon and Johnson project and find that they have satisfactorily addressed my earlier comments for stormwater treatment. They are proposing a Downstream Defender Water Quality treatment devise that appears adequately sized. I recommend a condition of approval be that any substitutions of "or Equal' treatment devices be submitted to the city for approval prior to the work. Secondly the condtions of approval should include the standard measures for erosion control and the applicant's responsibility to keep public streets clean and free from mud and debris resulting from the project.

Finally i have not seen a performance guarantee form yet for the project. Will Jay reynolds be handling those responsiblities from now on?

Steve Bushey Technical Reviewer

THE BOULOS COMPANY

One Canal Plaza
Portland, ME 04101
(207) 772-1333
Fax: (207) 871-1288
E-Mail: info@boulos.com
www.boulos.com

CCIM Individual Member

SIOR Individual Membership Specialist, Industrial and Office Real Estate

January 23, 2001

Mr. Gary Van Luven, CFO
The Gage Company
3000 Liberty Ave.
Pittsburg, PA 15201

RE: 172-174 St. John Street

Dear Gary:

Pursuant to Section 11 of your lease for the above referenced property, Westport Realty, LLC hereby grants it's consent for Tenant to improve the Building in accordance with the Plans and Specifications approved by the City of Portland's Planning Board in its meeting of January 9, 2000. Thank you.

WESTPORT REALTY, LLC

By: Joseph F. Boulos
Its: Sole Member

City of Portland
Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
(207)874-8721 or (207)874-8719
Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date: 1-17-01

To: Ron Burt

Company: Alliance Co.

Fax #: 885-0846

From: Bill Needelman

RE: Storm Water Maintenance Agreement Forms.

Please call w/any questions.

Bill

YOU SHOULD RECEIVE 7 PAGE(S),
INLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL (207)874-8721 OR (207)874-8719.

FIGURE V-1
(Page 1 of 2)
STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT

IN CONSIDERATION OF _____ approval granted by the Planning Board (or Planning Authority, where applicable) of the City of Portland to a plan entitled _____ dated _____, 199___, and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine,* and pursuant to a condition thereof, _____, a _____ with a place of business at _____, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense and at all time in perpetuity, maintain in good repair and in proper working order the stormwater drainage system, as shown on said plan, including but not limited to the treatment tank(s) and the outlet(s) therefrom. Owner of the subject premises further agrees to periodically clean out said tanks in accordance with the manufacturer's specifications as included on Exhibit A, attached hereto and incorporated herein by reference (Manufacturer's name and address _____) and to keep a log detailing: 1) the date and nature of the maintenance performed; and 2) who performed said maintenance. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request. Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland, by its

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*Where this Agreement is a condition of subdivision rather than site plan approval, this clause should instead read "and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____."

authorized agents or representatives, may, but is not obligated to enter upon said premises to maintain, repair, or replace said stormwater drainage system, including but not limited to, treatment tank(s) and outlet(s) thereon in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said stormwater drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this _____ day of _____, 199____.

_____

By:_____

Its:_____

STATE OF MAINE
CUMBERLAND, ss.

Date:_____,199__

Personally appeared the above-named _____, 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 _____.

Before me,

_____

Notary Public/Attorney at Law

Print Name: _____

O:\WP\PENNY\FORMS\PLANNING\STORMWAT.AGR

sample

Vortechs™ Stormwater Treatment System: Inspection & Maintenance

The Vortechs System requires minimal routine maintenance; however, it is important that the system be properly inspected and cleaned when necessary in order to function at its best. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g., heavy winter sanding will cause the grit chamber to fill more quickly, but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and it is easily performed. In the first year of operation, frequent inspections of the accumulated sediment volume within the grit chamber are necessary to establish an appropriate maintenance plan. Vortechnics recommends quarterly (e.g. seasonal) inspections during the first year of Vortechs System operation. Inspections should be performed more often in the winter months in climates where street sanding operations may lead to rapid accumulations, or in equipment washdown areas. After the first year, the inspection schedule should be reviewed and modified according to experience. It is very useful to keep a record of each inspection. A simple form for doing so is provided.

For sediment, the Vortechs System only needs to be cleaned when inspection reveals that it is nearly full; specifically, when sediment depth has accumulated to within six inches of the dry-weather water level. This determination can be made by taking 2 measurements with a stadia rod or similar measuring device: one measurement is the distance from the manhole opening to the water surface, and the other is the distance from the manhole opening to the top of the sediment pile. If the difference between the two measurements is less than six inches, the system should be cleaned out. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

In Vortechs installations where the risk of large petroleum spills is small, liquid contaminants are not likely to accumulate as quickly as sediment. For oil and grease under normal conditions, Vortechs Systems should be pumped out when an appreciable layer of oil has accumulated. Vortechs Systems can be designed to trap catastrophic spill events, providing for oil storage of up to 3 feet.

Cleaning

Cleanout of the Vortechs System with a vacuum truck is generally the most effective and convenient method. Alternate cleanout methods include the use of absorbent materials for oil removal or a "clamshell" device for sediment removal. Cleanout should not occur within 6 hours of a significant rain event, to allow for the entire collection system to drain down.

Properly maintained Vortechs Systems will only require evacuation of sediment and oil/grease from the grit chamber portion of the system, in which case it is necessary to remove only the manhole cover nearest to the system inlet to remove water and contaminants. However, all chambers should be checked to ensure the integrity of the system. In cases where a "clamshell" is being utilized, prior to removing the grit (as described above), absorbent pads or pillows can be placed in the oil chamber through the center access manhole. Once the oil has been absorbed, the absorbent materials can be taken out of the system for disposal.

In some cases, it may be necessary to pump out all Vortechs System chambers. An important maintenance feature built into Vortechs Systems is that floatables remain trapped after a cleaning, due to a waterlock maintained between the grit chamber and the outlet panel which keeps the bottom of the baffle submerged. Therefore, in the event of cleaning all chambers, it is imperative that the grit chamber be drained first. It is important that the Vortechs System be filled to the outlet pipe with clean water to re-establish the water lock.

Manhole covers should be securely seated following cleaning activities to ensure that surface runoff does not leak into the unit from above.

sample

Vortechs™ Stormwater Treatment System Inspection & Maintenance Log

Model:			Location:		
Date	Depth from Water Surface to Sediment[1] – Min. Depth 6"	Floatable Layer Thickness[2] (approx)	Maintenance Performed	Maintenance Personnel	Comments

1. The water depth to sediment is determined by taking two measurements with a stadia rod: one measurement is the distance from the manhole opening to the water surface, and the other is the distance from the manhole opening to the top of the sediment pile. If the difference between the two measurements is less than six inches, the system should be cleaned out.

2. The system should be cleaned out when an appreciable layer of oil and/or other floating material has accumulated.

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

20000195
I. D. Number

Redlon & Johnson
Applicant

10/17/00
Application Date

172-174 Saint John Street, Portland, ME
Applicant's Mailing Address

Saint John Street 172-174
Project Name/Description

Ronald G. Burt c/o Alliance Co
Consultant/Agent

172- 174 Saint John St, Portland, Maine
Address of Proposed Site

207-885-0855 x121 207-885-0846
Applicant or Agent Daytime Telephone, Fax

068 D004
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): ☐ New Building ☒ Building Addition ☐ Change Of Use ☐ Residential
☐ Office ☐ Retail ☐ Manufacturing ☒ Warehouse/Distribution ☐ Parking Lot ☒ Other (specify) material storgage

10,734sf
Proposed Building square Feet or # of Units

3.38 acres
Acreage of Site

IMB
Zoning

Check Review Required:

☒ Site Plan (major/minor)
☐ Subdivision # of lots
☐ PAD Review
☐ 14-403 Streets Review
☐ Flood Hazard
☐ Shoreland
☐ HistoricPreservation
☐ DEP Local Certification
☐ Zoning Conditional Use (ZBA/PB)
☐ Zoning Variance
☐ Other

Fees Paid: Site Plan $500.00 Subdivision Engineer Review Date: 10/17/00

Planning Approval Status:

Reviewer

☐ Approved ☐ Approved w/Conditions See Attached ☐ Denied

Approval Date Approval Expiration Extension to ☐ Additional Sheets Attached

☐ OK to Issue Building Permit
signature date

Performance Guarantee ☐ Required* ☐ Not Required

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

☐ Performance Guarantee Accepted	date	amount	expiration date
☐ Inspection Fee Paid	date	amount	
☐ Building Permit Issued	date		
☐ Performance Guarantee Reduced	date	remaining balance	signature
☐ Temporary Certificate of Occupancy	date	☐ Conditions (See Attached)	
☐ Final Inspection	date	signature	
☐ Certificate Of Occupancy	date		
☐ Performance Guarantee Released	date	signature	
☐ Defect Guarantee Submitted	submitted date	amount	expiration date
☐ Defect Guarantee Released	date	signature	

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
Pages including this cover page: 3

REVISED FIXTURE W/ FULL CUTOFF

Bill,

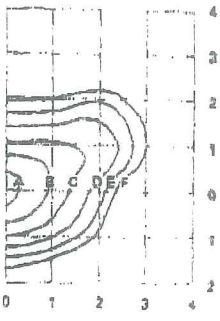
Please find attached a copy of the light fixture cut sheets you requested. Our electrical contractor has told me that this project will be using 250watt fixture so to cut the lighting levels on photometric tables in half. Hopefully this so the board what they needed to see (max 250watt fixture w/ cutoffs).

If you have any questions, please don't hesitate to give me a call.

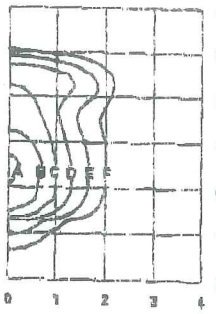
Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

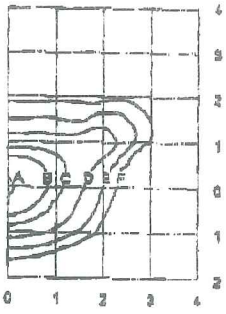
PHOTOMETRICS



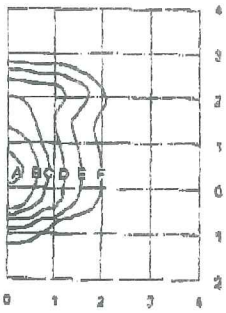
CS-11
CS122821
400-Watt HPS Design 20
50,000-Lumen Clear Lamp



CS-12
CS122841
400-Watt HPS Design 40
56,000-Lumen Clear Lamp



CS-13
CS121621
400-Watt MH Design 20
36,000-Lumen Clear Lamp



CS-14
CS121641
400-Watt MH Design 40
35,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	12.50	6.75	5.00	2.50	1.25	0.63
25'	8.04	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.38	2.19	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	11.25	6.75	5.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS181251

C	S	1	2	5	4	1	1	WALLMOUNT	

Product Family
C=Concourse

Mounting Method
S=Side Mount
T=Pole Top
N=Knuckle Mount

Square Housing Series
1=Small (250W Max.)
2=Med. (400W Max.)
3=Large (1000W Max.)

Lamp Type
0=MV
1=MH
2=HPS*
3=HPS*

Lamp Wattage
1=70
2=100
3=250*
4=175
5=250
6=400
8=1000

Option
2=Type II
4=Type IV

Mounting Configuration*
1=Single
2=180°
3=90°
4=120°
5=90°
6=Quad
7=Wall
8=Mast Arm
9=Direct Mount

Voltage*
1=120V
2=208V
3=240V
4=277V
5=480V
6=Triple-Tap
9=Multi-Tap

Options (add as suffix)
P=Button-type Photocontrol, Field Installed, (One required per luminaire)
F=Single Fuse, Internally wired (120,277V)*
FF=Double Fuse, Internally wired (208,240,480V)*
R=Photocontrol receptacle, twist-lock type*
BK=Black polyester powder coat enamel finish
W=Wood cross-arm mounting

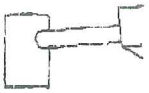
Accessories (order separately)
OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID*
OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1000 VA HID*

Catalog Number	Mounting Configuration*	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)*	Net Wt. (Lbs.)	Shipping Volume (Cu Ft) Housing	Tray
CS181251	Single	Small	HPS/Mogul	70	HI-Reactor/HPF	1.3	25	2.20	0.30
CS182251	Single	Small	HPS/Mogul	100	HI-Reactor/HPF	1.3	25	2.20	0.30
CS183251	Single	Small	HPS/Mogul	150	HI-Reactor/HPF	1.3	25	2.20	0.30
CS185251	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	25	2.20	0.30
CS286251	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS289251	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	9.10	1.30
CS111421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	25	2.20	0.30
CS111521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	25	2.20	0.30
CS211021	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS311821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	9.10	1.30

NOTES: * HPS with CW ballast.
* HPS w/o high reactance ballast.
* 150W HPS uses 5.56 lamp lens rating of 55V.
* Multi-Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
* Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4½" diameter round poles.
* Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS121621-120FR).
* For use with option "R."
* Change 7th digit to specify other mounting configurations.
* EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°-2@90°-2@120°—2.5, 3@90° or 4@90°—2.7
Medium Housing: Single—3.0, 2@180° or 2@90°—4.0, 3@90°—3.5, 3@120° or 4@90°—4.2
Large Housing: Single—3.2, 2@180° or 2@90°—5.3, 3@180°—5.4, 3@90° or 4@90°—5.6

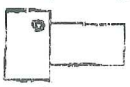
MOUNTING VARIATIONS

Knuckle-Mount Adjustable Pole-Top Fitting
Available for single, twin and quad versions, the knuckle-mount allows luminaires to be adjusted individually from horizontal to a 45° position. Designed for use on poles with 2" pipe (2⅜" O.D.) and 3-inch O.D. tenons.



Mast Arm Mounting
All square and round Concourse luminaires are available for mast-arm mounting on 2" pipe brackets. Mast arm allows a ±5° vertical leveling adjustment.

PHOTOCONTROL



Button-Type Photocontrol Mounts
Inconspicuously in pole to help retain crisp lines of fixture and pole assembly. Provides automatic dusk-to-dawn control of luminaires.

NOTE: Specifications and Dimensions subject to change without notice.

DESCRIPTION

The McGraw-Edison Power Drawer Concourse area light combines the form and function of a highly styled, sharp-cutoff luminaire and the exclusive Power Drawer ballast assembly to offer tremendous design flexibility for any outdoor lighting application.

APPLICATION

Square contemporary styling is appealing by day; low-glare, concealed light source and hydroformed reflector create a safe and attractive visual environment at night. U.L. listed for wet locations. CSA certified.

SPECIFICATION FEATURES

A—Housing
One-piece, formed-aluminum housing is finished in dark bronze polyester powder coat enamel.

B—Gasket
Continuous closed-cell silicone door frame gasket seals out external contaminants.

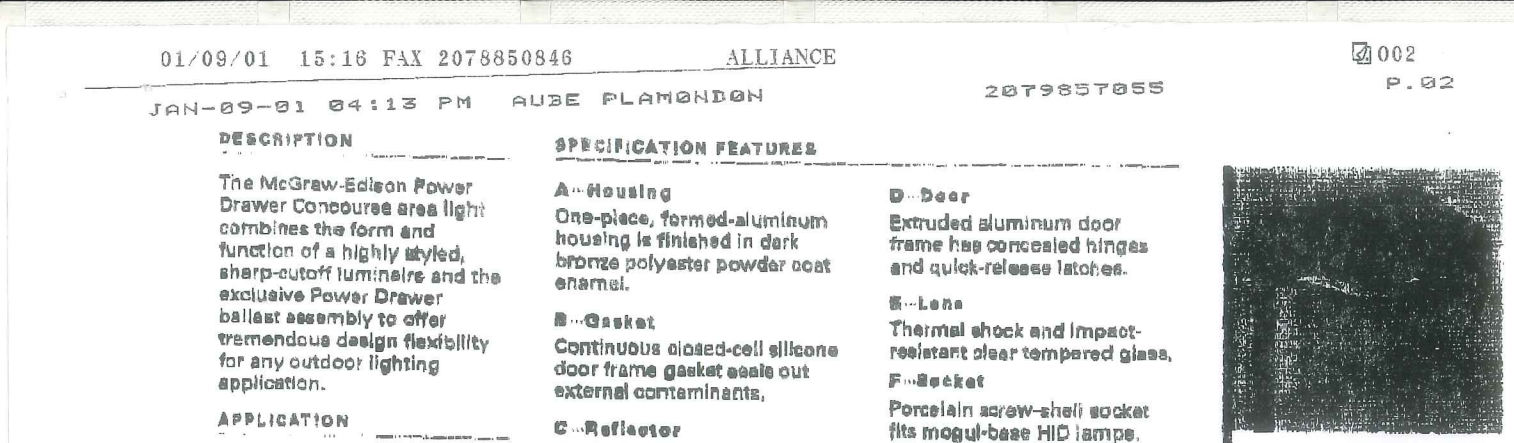
C—Reflector
Parabolic hydroformed aluminum reflector with specular anodized finish provides excellent photometric performance.

D—Door
Extruded aluminum door frame has concealed hinges and quick-release latches.

E—Lens
Thermal shock and impact-resistant clear tempered glass.

F—Socket
Porcelain screw-shell socket fits mogul-base HID lamps.

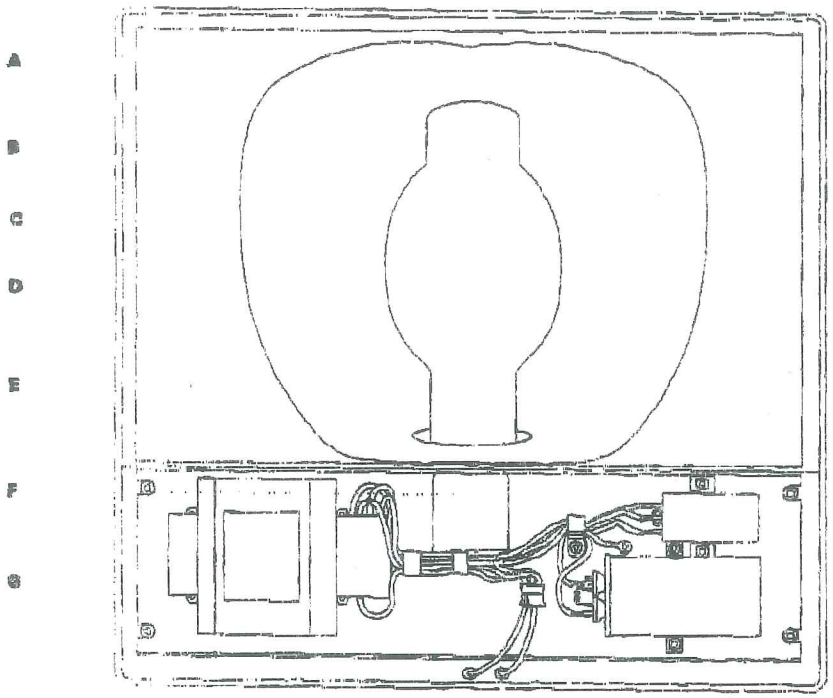
G—Ballast Assembly
Patented Power Drawer ballast assembly secures all electrical components. Snatch Latch feature allows removal of ballast tray without tools.



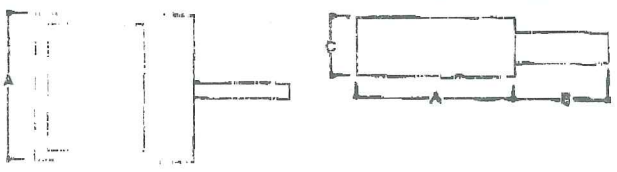
CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT



DIMENSIONS



Housing Style	A	B*	C
1 (Small)	16" 406mm	9 1/2" 241mm	6 1/2" 165mm
2 (Medium)	21 1/4" 540mm	9 1/2" 241mm	8 1/4" 210mm
3 (Large)	28 1/4" 718mm	9 1/2" 241mm	10 5/8" 270mm

* In all mounting configurations with luminaire mounted at 90°, dimension B is 12 3/4". See catalog number logic.

ENERGY DATA

High Reactance Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (130 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (435 Watts)
400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
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REVISED FIXTURE W/ FULL CUTOFF

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Design-Build Services

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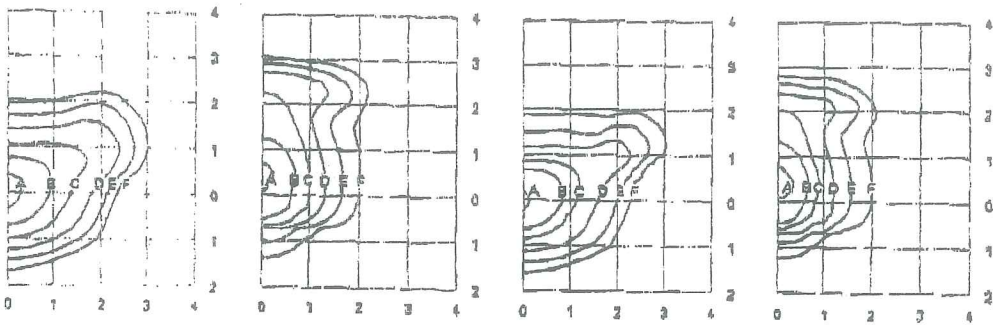

CS-11
CS12621
400-Watt HPS Design 20
50,000-Lumen Clear Lamp

CS-12
CS12641
400-Watt HPS Design 40
56,000-Lumen Clear Lamp

CS-13
CS21621
400-Watt MH Design 20
36,000-Lumen Clear Lamp

CS-14
CS21641
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
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35'	5.84	2.92	1.46	0.73	0.37	0.18

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ORDERING INFORMATION

SAMPLE NUMBER: CS181121

C	S	1	2	5	4	1	1	WallMount	

Product Family
C=Concourse

Mounting Method
S=Side Mount
T=Pole Top
K=Knuckle Mount

Square Housing Series
1=Small (250W Max.)
2=Med. (400W Max.)
3=Large (1000W Max.)

Lamp Type
0=MV
1=MH
2=HPS[3]
3=HPS[3]

Lamp Wattage
1=70
2=100
3=150[1]
4=175
5=250
6=400
8=1000

Option
2=Type II
4=Type IV

Mounting Configuration[4]
1=Single
2=2@180°
3=2@90°
4=3@120°
5=3@90°
6=Quad
7=Wall
8=Mast Arm
9=Direct Mount

Voltage[5]
1=120V
2=208V
3=240V
4=277V
5=480V
6=Triple-Tap
9=Multi-Tap

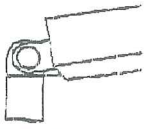
Options (add as suffix)
P=Button-type Photocontrol, Field Installed, (One required per luminaire)
F=Single Fuse, Internally wired (120,277V)[6]
FF=Double Fuse, Internally wired (208,240,480V)[6]
R=Photocontrol receptacle, twist-lock type[7]
BK=Black polyester powder coat enamel finish
W=Wood cross-arm mounting

Accessories (order separately)
OA1016=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID[8]
OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1800 VA HID[8]

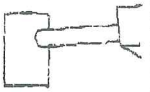
Catalog Number	Mounting Configuration[4]	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)[9]	Net Wt. (Lbs.)	Shipping Volume (Cu. Ft) Housing	Tray
CS181121	Single	Small	HPS/Mogul	70	HI-React/HPF	1.3	28	2.30	0.30
CS181421	Single	Small	HPS/Mogul	100	HI-React/HPF	1.3	28	2.30	0.30
CS181321	Single	Small	HPS/Mogul	150	HI-React/HPF	1.3	28	2.30	0.30
CS12521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	28	2.30	0.30
CS12621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS12921	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	95	9.10	1.30
CS11421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	28	2.30	0.30
CS11521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	28	2.30	0.30
CS11621	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS11821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	95	9.10	1.30

NOTES:
[1] HPS with CW ballast.
[2] HPS with high reactance ballast.
[3] 150W HPS uses 5.56 lamp lens rating of 55V!.
[4] Multi-Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
[5] Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4½" diameter round poles.
[6] Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS1621-120FR).
[7] For use with option "R."
[8] Change 7th digit to specify other mounting configurations.
[9] EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°, 2@90° or 3@120°—2.5, 3@90° or 4@90°—3.7
Medium Housing: Single—2.0, 2@180° or 2@90°—4.0, 3@120°—3.8, 3@90° or 4@90°—4.2
Large Housing: Single—3.2, 2@180° or 2@90°—6.3, 3@120°—6.4, 3@90° or 4@90°—6.6

MOUNTING VARIATIONS



Knuckle-Mount Adjustable Pole-Top Fitting Available for single, twin and quad versions, the knuckle-mount allows luminaires to be adjusted individually from horizontal to a 45° position. Designed for use on poles with 2" pipe (2⅜" O.D.) and 3-inch O.D. tenons.



Mast Arm Mounting All square and round Concourse luminaires are available for mast-arm mounting on 2" pipe brackets. Mast arm allows a 25° vertical leveling adjustment.

PHOTOCONTROL

Button-Type Photocontrol Mounts inconspicuously in pole to help retain crisp lines of fixture and pole assembly. Provides automatic dust-to-dusk, off-at-dawn control of luminaires.

NOTE: Specifications and dimensions subject to change without notice.

DESCRIPTION

The McGraw-Edison Power Drawer Concourse area light combines the form and function of a highly styled, sharp-cutoff luminaire and the exclusive Power Drawer ballast assembly to offer tremendous design flexibility for any outdoor lighting application.

APPLICATION

Square contemporary styling is appealing by day; low-glare, concealed light source and hydroformed reflector create a safe and attractive visual environment at night. U.L. listed for wet locations. CSA certified.

SPECIFICATION FEATURES

A--Housing
One-piece, formed-aluminum housing is finished in dark bronze polyester powder coat enamel.

B--Gasket
Continuous closed-cell silicone door frame gasket seals out external contaminants.

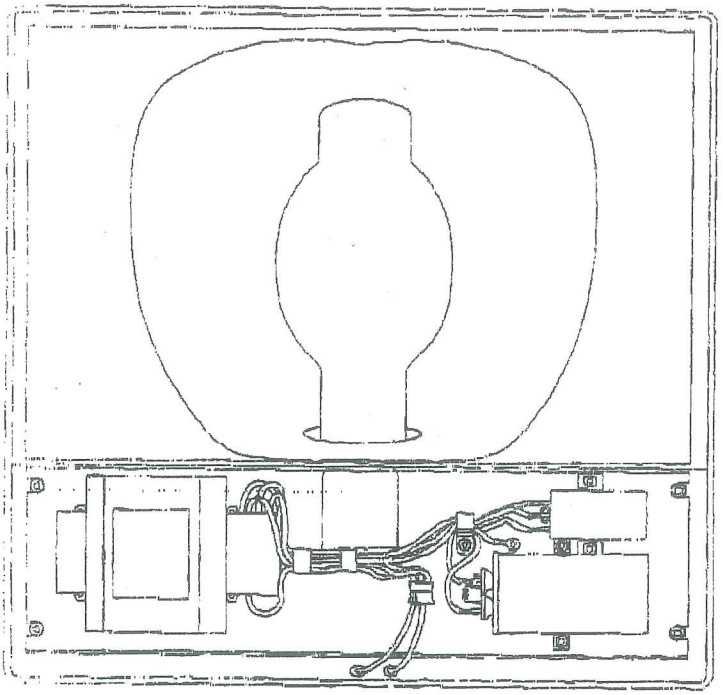
C--Reflector
Parabolic hydroformed aluminum reflector with specular anodized finish provides excellent photometric performance.

D--Door
Extruded aluminum door frame has concealed hinges and quick-release latches.

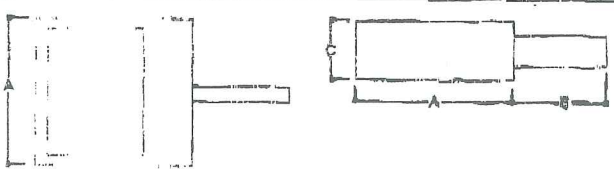
E--Lens
Thermal shock and impact-resistant clear tempered glass.

F--Socket
Porcelain screw-shell socket fits mogul-base HID lamps.

G--Ballast Assembly
Patented Power Drawer ballast assembly secures all electrical components. Snatch Latch feature allows removal of ballast tray without tools.

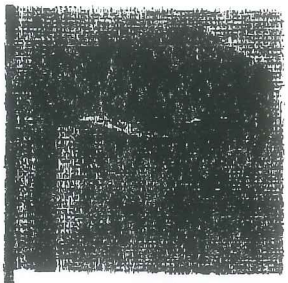


DIMENSIONS



Housing Style	A	B*	C
1 (Small)	16" 406mm	9 1/2" 241mm	6 1/2" 165mm
2 (Medium)	21 1/4" 540mm	9 1/2" 241mm	8 1/4" 210mm
3 (Large)	28 1/4" 718mm	9 1/2" 241mm	10 5/8" 270mm

* In all mounting configurations with luminaires mounted at 90°, dimension B is 13 3/4". See catalog number logic.



CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

ENERGY DATA

High Reactance Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (120 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
Pages including this cover page: 3

REVISED FIXTURE W/ FULL CUTOFF

Bill,

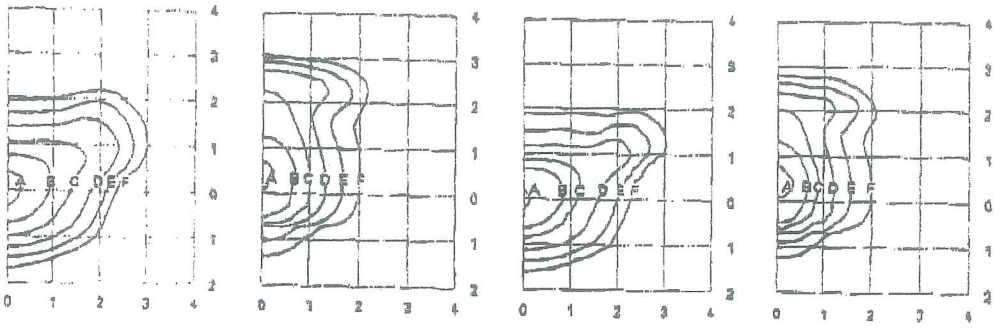
Please find attached a copy of the light fixture cut sheets you requested. Our electrical contractor has told me that this project will be using 250watt fixture so to cut the lighting levels on photometric tables in half. Hopefully this so the board what they needed to see (max 250watt fixture w/ cutoffs).

If you have any questions, please don't hesitate to give me a call.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

PHOTOMETRICS



CS-11
CS122841
400-Watt HPS Design 20
50,000-Lumen Clear Lamp

CS-12
CS122841
400-Watt HPS Design 40
56,000-Lumen Clear Lamp

CS-13
CS21421
400-Watt MH Design 20
36,000-Lumen Clear Lamp

CS-14
CS21641
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	12.50	6.75	3.00	2.50	1.25	0.63
25'	8.64	4.32	2.58	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.36	2.19	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	11.25	6.75	3.00	2.50	1.25	0.63
25'	7.20	4.32	2.58	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS121121

C	S	1	2	5	4	1	1	WALL MOUNT	

Product Family
C=Concourse

Mounting Method
S=Side Mount
T=Pole Top
K=Knuckle Mount

Square Housing Series
1=Small (250W Max.)
2=Med. (400W Max.)
3=Large (1000W Max.)

Lamp Type
0=MV
1=MH
2=HPS[3]
3=HPS[3]

Lamp Wattage
1=70
2=100
3=150[1]
4=175
5=250
6=400
8=1000

Optics
4=Type II
5=Type IV

Mounting Configuration[6]
1=Single
2=@180°
3=@90°
4=@120°
5=@90°
6=Quad
7=Wall
8=Mast Arm
9=Direct Mount

Voltage[4]
1=120V
2=208V
3=240V
4=277V
5=480V
6=Triple-Tap
9=Multi-Tap

Options (add as suffix)
P=Button-type Photocontrol, Field Installed, (One required per luminaire)
F=Single Fuse, Internally wired (120,277V)[4]
FF=Double Fuse, Internally wired (208,240,480V)[4]
R=Photocontrol receptacle, twist-lock type[5]
BK=Black polyester powder coat enamel finish
W=Wood cross-arm mounting

Accessories (order separately)
OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID[7]
OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1800 VA HID[7]

Catalog Number	Mounting Configuration[6]	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)[9]	Net Wt. (Lbs.)	Shipping Volume (Cu. Ft) Housing	Tray
CS181121	Single	Small	HPS/Mogul	70	HI-Reactor/HPF	1.3	25	2.20	0.30
CS181221	Single	Small	HPS/Mogul	100	HI-Reactor/HPF	1.3	25	2.20	0.30
CS181321	Single	Small	HPS/Mogul	150	HI-Reactor/HPF	1.3	25	2.20	0.30
CS121521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	25	2.20	0.30
CS123621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS123821	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	9.10	1.30
CS11421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	25	2.20	0.30
CS11521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	25	2.20	0.30
CS21021	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS31021	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	9.10	1.30

NOTES:
[1] HPS with CW ballast.
[2] HPS with high reactance ballast.
[3] 150W HPS uses a 55 lamp lens rating of 55V.
[4] MVH Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
[5] Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4¼" diameter round poles.
[6] Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS21621-120FR).
[7] For use with option "R."
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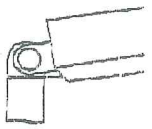
MOUNTING VARIATIONS



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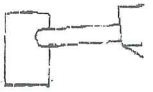

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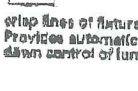
PHOTOCONTROL



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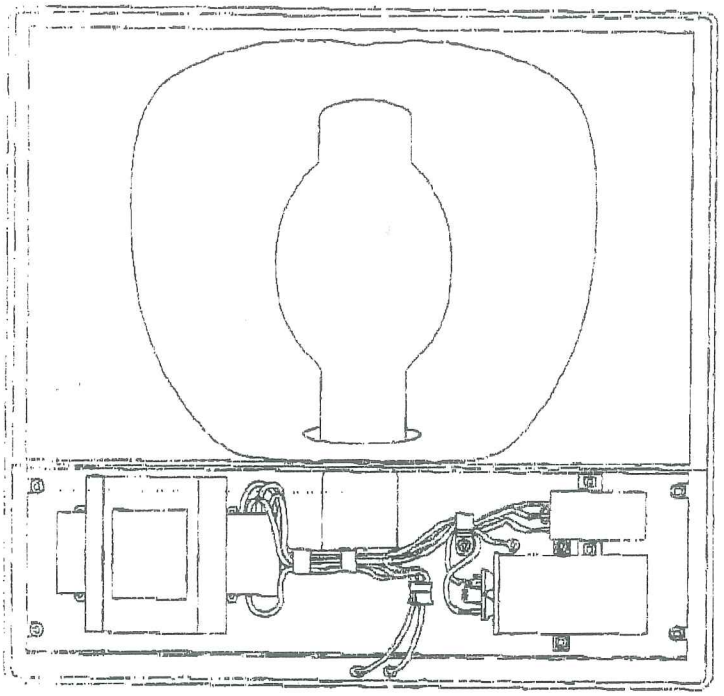
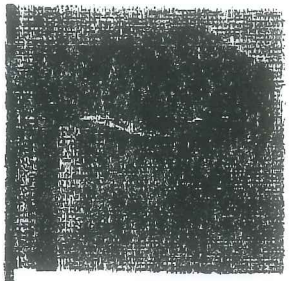


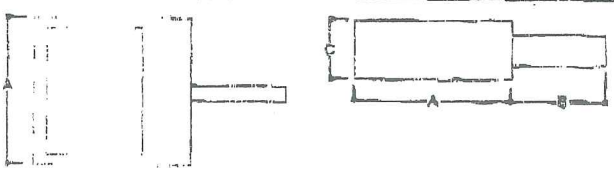


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



Housing Style	A	B*	C
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* In all mounting configurations with luminaires mounted at 90°, dimension B is 13 3/4". See catalog number logic.

ENERGY DATA

High Reactance Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (120 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (465 Watts)
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1000W HPS HPF (1100 Watts)

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Fax: 756-8258

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Date: 9 January 2001
Pages including this cover page: 3

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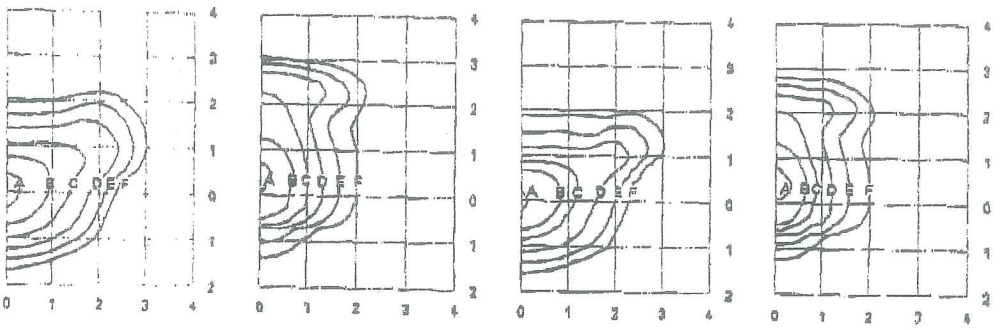
Design-Build Services

PHOTOMETRICS



CS-11
CS122841
400-Watt HPS Design 20
50,000-Lumen Clear Lamp

CS-12
CS122841
400-Watt HPS Design 40
56,000-Lumen Clear Lamp

CS-13
CS121821
400-Watt MH Design 20
36,000-Lumen Clear Lamp

CS-14
CS121841
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	13.50	9.75	5.00	2.50	1.25	0.63
25'	8.64	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.36	2.19	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	11.25	6.75	5.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS181121

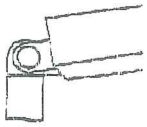
C	S	1	2	5	4	1	1	WALL MOUNT	

- **Product Family:** C=Concourse
- **Mounting Method:** S=Side Mount, T=Pole Top, K=Knuckle Mount
- **Square Housing Series:** 1=Small (250W Max.), 2=Med. (400W Max.), 3=Large (1000W Max.)
- **Lamp Type:** 0=MV, 1=MH, 2=HPS[2], 3=HPS[3]
- **Lamp Wattage:** 1=70, 2=100, 3=150[1], 4=175, 5=250, 6=400, 8=1000
- **Optics:** 2=Type II, 4=Type IV
- **Mounting Configuration[4]:** 1=Single, 2=2@180°, 3=2@90°, 4=3@120°, 5=3@90°, 6=Quad, 7=Wall, 8=Mast Arm, 9=Direct Mount
- **Voltage[5]:** 1=120V, 2=208V, 3=240V, 4=277V, 5=480V, 6=Triple-Tap, 9=Multi-Tap
- **Options (add as suffix):** P=Button-type Photocontrol, Field Installed, (One required per luminaire) F=Single Fuse, Internally wired (120,277V)[6] FF=Double Fuse, Internally wired (208,240,480V)[6] R=Photocontrol receptacle, twist-lock type[7] BK=Black polyester powder coat enamel finish W=Wood cross-arm mounting
- **Accessories (order separately):** OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID[7] OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1800 VA HID[7]

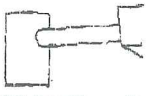
Catalog Number	Mounting Configuration[4]	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)[8]	Net Wt. (Lbs.)	Shipping Volume (Cu. Ft) Housing	Tray
CS181121	Single	Small	HPS/Mogul	70	HI-React/HPF	1.3	29	2.30	0.30
CS182121	Single	Small	HPS/Mogul	100	HI-React/HPF	1.3	29	2.30	0.30
CS183121	Single	Small	HPS/Mogul	150	HI-React/HPF	1.3	29	2.30	0.30
CS122521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	29	2.30	0.30
CS123421	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS123221	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30
CS111421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	29	2.30	0.30
CS111521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	29	2.30	0.30
CS121021	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS121821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30

NOTES:
[1] HPS with CWA ballast.
[2] HPS with high reactance ballast.
[3] 150W HPS uses 5.5S lamp lens rating of 55V.
[4] Multi-Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
[5] Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4½" diameter round poles.
[6] Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS21621-120FR).
[7] For use with option "R."
[8] Change 7th digit to specify other mounting configurations.
[8] EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°-2@90°-3@120°-3.5, 3@90° or 4@90°—2.7
Medium Housing: Single—3.0, 2@180° or 2@ 90°—4.6, 3@120°—5.2, 3@90° or 4@90°—6.2
Large Housing: Single—3.2, 2@180° or 2@ 90°—6.3, 3@120°—6.4, 3@90° or 4@90°—8.5

MOUNTING VARIATIONS

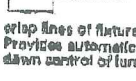


Knuckle-Mount Adjustable Pole-Top Fitting Available for single, twin and quad versions, the knuckle-mount allows luminaires to be adjusted individually from horizontal to a 45° position. Designed for use on poles with 2" pipe (2⅜" O.D.) and 3-inch O.D. tenons.



Mast Arm Mounting All square and round Concourse luminaires are available for mast-arm mounting on 2" pipe brackets. Mast arm allows a 20° vertical leveling adjustment.

PHOTOCONTROL



Button-Type Photocontrol Mounts inconspicuously to pole to help retain crisp lines of fixture and pole assembly. Provides automatic dusk-to-dawn control of luminaires.

NOTE: Specifications and Dimensions subject to change without notice.

DESCRIPTION

The McGraw-Edison Power Drawer Concourse area light combines the form and function of a highly styled, sharp-cutoff luminaire and the exclusive Power Drawer ballast assembly to offer tremendous design flexibility for any outdoor lighting application.

APPLICATION

Square contemporary styling is appealing by day; low-glare, concealed light source and hydroformed reflector create a safe and attractive visual environment at night. U.L. listed for wet locations. CSA certified.

SPECIFICATION FEATURES

A--Housing
One-piece, formed-aluminum housing is finished in dark bronze polyester powder coat enamel.

B--Gasket
Continuous closed-cell silicone door frame gasket seals out external contaminants.

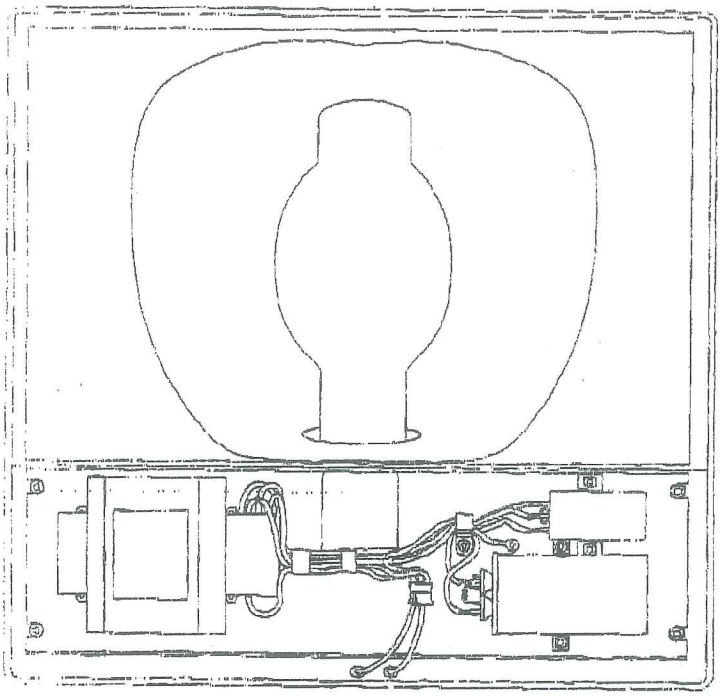
C--Reflector
Parabolic hydroformed aluminum reflector with specular anodized finish provides excellent photometric performance.

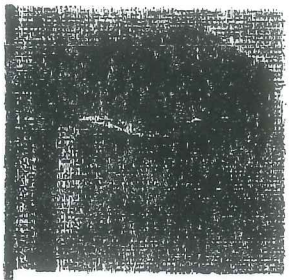
D--Door
Extruded aluminum door frame has concealed hinges and quick-release latches.

E--Lens
Thermal shock and impact-resistant clear tempered glass.

F--Socket
Porcelain screw-shell socket fits mogul-base HID lamps.

G--Ballast Assembly
Patented Power Drawer ballast assembly secures all electrical components. Snatch Latch feature allows removal of ballast tray without tools.



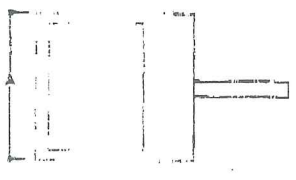


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



Housing Style	A	B*	C
1 (Small)	18" 406mm	9 1/2" 241mm	8 1/2" 195mm
2 (Medium)	27 1/4" 540mm	9 1/2" 241mm	8 1/4" 210mm
3 (Large)	28 1/4" 715mm	9 1/2" 241mm	10 5/8" 270mm

* In all mounting configurations with luminaires mounted at 90°, dimension B is 12 3/4". See catalog number logic.

ENERGY DATA

High Reactance Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (130 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
Pages including this cover page: 3

REVISED FIXTURE W/ FULL CUTOFF

Bill,

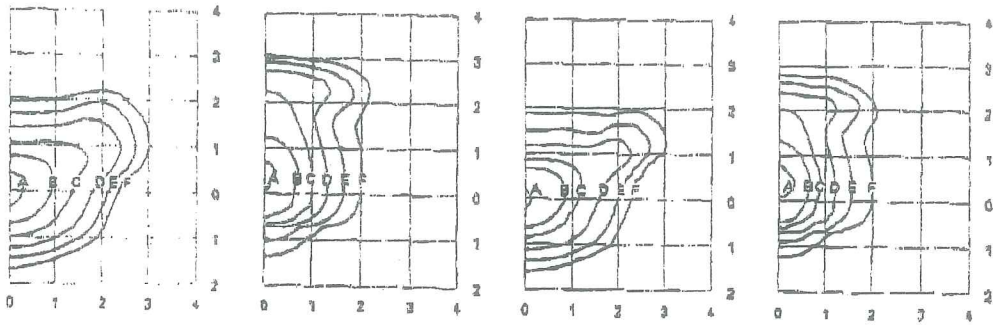
Please find attached a copy of the light fixture cut sheets you requested. Our electrical contractor has told me that this project will be using 250watt fixture so to cut the lighting levels on photometric tables in half. Hopefully this so the board what they needed to see (max 250watt fixture w/ cutoffs).

If you have any questions, please don't hesitate to give me a call.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

PHOTOMETRICS



CS-11
CS12621
400-Watt HPS Design 20
50,000-Lumen Clear Lamp

CS-12
CS12641
400-Watt HPS Design 40
50,000-Lumen Clear Lamp

CS-13
CS21621
400-Watt MH Design 20
36,000-Lumen Clear Lamp

CS-14
CS21641
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	12.50	6.75	3.00	2.50	1.25	0.63
25'	6.84	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.39	2.19	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	11.25	6.75	3.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS181811

C	S	1	2	5	4	1	1	WallMount	

Product Family
C=Concourse

Mounting Method
2=Side Mount
T=Pole Top
K=Knuckle Mount

Square Housing Series
1=Small (250W Max.)
2=Med. (400W Max.)
3=Large (1000W Max.)

Lamp Type
0=MV
1=MH
2=HPS[2]
3=HPS[3]

Lamp Wattage
1=70
2=100
3=150[1]
5=175
6=250
4=400
8=1000

Optics
2=Type II
4=Type IV

Mounting Configuration[4]
1=Single
2=3@180°
3=2@90°
4=3@90°
5=Quad
7=Wall
8=Mast Arm
9=Direct Mount

Voltage[5]
1=120V
2=208V
3=240V
4=277V
5=480V
6=Triple-Tap
9=Multi-Tap

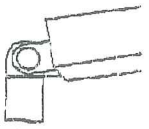
Options (add as suffix)
P=Button-type Photocontrol, Field Installed, (One required per luminaire)
F=Single Fuse, Internally wired (120,277V)[6]
FF=Double Fuse, Internally wired (208,240,480V)[6]
R=Photocontrol receptacle, twist-lock type[7]
BK=Black polyester powder coat enamel finish
W=Wood cross-arm mounting

Accessories (order separately)
OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID[7]
OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1800 VA HID[7]

Catalog Number	Mounting Configuration[4]	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft.)[8]	Net Wt. (Lbs.)	Shipping Volume (Cu. Ft) Housing	Tray
CS181811	Single	Small	HPS/Mogul	70	HI-Reactr/HPF	1.3	28	2.30	0.30
CS181921	Single	Small	HPS/Mogul	100	HI-Reactr/HPF	1.3	28	2.30	0.30
CS181931	Single	Small	HPS/Mogul	150	HI-Reactr/HPF	1.3	28	2.30	0.30
CS182521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	28	2.30	0.30
CS182621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS183921	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30
CS211421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	28	2.30	0.30
CS211521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	28	2.30	0.30
CS212021	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS213921	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30

NOTES: [1] HPS with CW ballast.
[2] HPS with high reactance ballast.
[3] 150W HPS uses E-56 lamp base rating at 55V.
[4] Multi-Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
[5] Pole Mounting Systems for McGraw Edison 4" and 5" square poles; except configuration 4, which fits 4" to 4½" diameter round poles.
[6] Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS21621-120FR).
[7] For use with option "R."
[8] Change 7th digit to specify other mounting configurations.
[9] EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°, 2@90° or 3@120°—2.5, 3@90° or 4@90°—2.7
Medium Housing: Single—2.0, 2@180° or 2@90°—4.0, 3@120°—3.5, 3@90° or 4@90°—4.2
Large Housing: Single—3.2, 2@180° or 2@90°—6.2, 3@120°—5.4, 3@90° or 4@90°—6.6

MOUNTING VARIATIONS



Knuckle-Mount Adjustable Pole-Top Fitting
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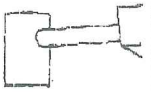

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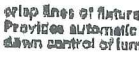
PHOTOCONTROL



Button-Type Photocontrol Mounts
Inconspicuously to pole to help retain crisp lines of fixture and pole assembly. Provides automatic dusk-to-dawn control of luminaires.

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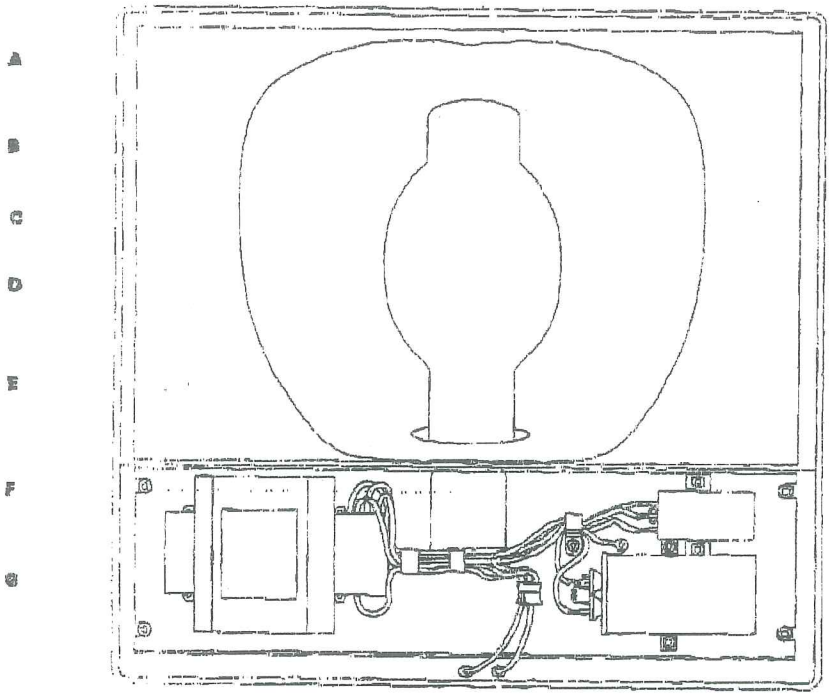
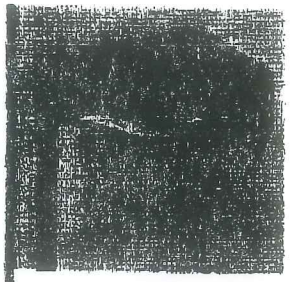


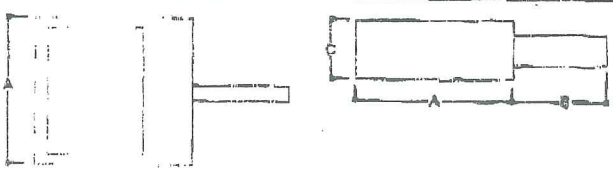


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



Housing Style	A	B*	C
1 (Small)	16" 406mm	9 1/2" 241mm	9 1/2" 165mm
2 (Medium)	21 1/4" 540mm	9 1/2" 241mm	9 1/4" 210mm
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* In all mounting configurations with luminaires mounted at 90°, dimension B is 12 3/4". See catalog number logic.

ENERGY DATA

High Reactance Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (120 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
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CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
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From: Ron Burt
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Date: 9 January 2001
Pages including this cover page: 3

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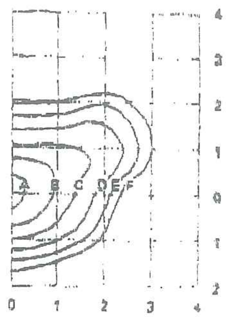
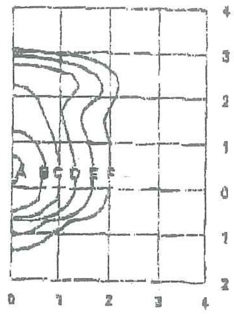
Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

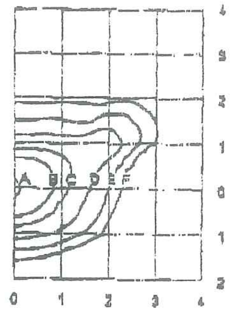
PHOTOMETRICS



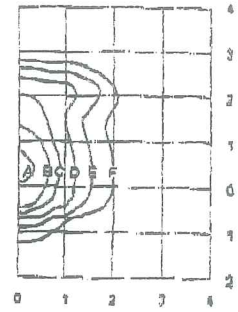
CS-11
CS22621
400-Watt HPS Design 20
50,000-Lumen Clear Lamp



CS-12
CS32641
400-Watt HPS Design 40
50,000-Lumen Clear Lamp



CS-13
CS21621
400-Watt MH Design 20
36,000-Lumen Clear Lamp



CS-14
CS21641
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.62
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	12.50	8.75	5.00	2.50	1.25	0.63
25'	8.84	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.38	2.19	1.46	0.73	0.37	0.18

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Select mounting height and read across for footcandle values of each isofootcandle line.

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20'	11.25	8.75	5.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS18121

C | S | 1 | 2 | 5 | 4 | 1 | 1 | WAllMOUNT

Product Family
C=Concourse

Mounting Method
S=Side Mount
T=Pole Top
N=Knuckle Mount

Square Housing Series
1=Small (250W Max.)
2=Med. (400W Max.)
3=Large (1000W Max.)

Lamp Type
0=MV
1=MH
2=HPS[2]
3=HPS[1]

Lamp Wattage
1=70
2=100
3=150[3]
4=175
5=250
6=400
8=1000

Optics
2=Type II
4=Type IV

Mounting Configuration[8]
1=Single
2=2@180°
3=2@90°
4=3@120°
5=3@90°
6=Quad
7=Wall
8=Mast Arm
9=Direct Mount

Voltage[4]
1=120V
2=208V
3=240V
4=277V
5=480V
6=Triple-Tap
9=Multi-Tap

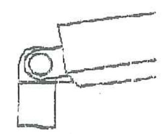
Options (add as suffix)
P=Button-type Photocontrol, Field Installed. (One required per luminaire)
F=Single Fuse, Internally wired (120,277V)[6]
FF=Double Fuse, Internally wired (208,240,480V)[6]
R=Photocontrol receptacle, twist-lock type[6]
BK=Black polyester powder coat enamel finish
W= Wood cross-arm mounting

Accessories (order separately)
OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1800VA HID[7]
OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1800 VA HID[7]

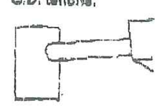
Catalog Number	Mounting Configuration[8]	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)[9]	Net Wt. (Lbs.)	Shipping Volume (Cu Ft) Housing	Tray
CS18121	Single	Small	HPS/Mogul	70	Hi-React/HPF	1.3	29	2.20	0.30
CS19321	Single	Small	HPS/Mogul	100	Hi-React/HPF	1.3	29	2.20	0.30
CS19321	Single	Small	HPS/Mogul	150	Hi-React/HPF	1.3	29	2.20	0.30
CS12521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	29	2.20	0.30
CS23621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.85
CS32821	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30
CS11421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	29	2.20	0.30
CS11521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	29	2.20	0.30
CS21621	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.85
CS31821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30

NOTES: [1] HPS with CWI ballast.
[2] HPS with high reactance ballast.
[3] 150W HPS uses S 55 lamp tare rating of 55V).
[4] Multi Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
[5] Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4½" diameter round poles.
[6] Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS21621-120FR).
[7] For use with option "R."
[8] Change 7th digit to specify other mounting configurations.
[9] EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°, 2@90° or 3@120°—2.5, 3@90° or 4@90°—2.7
Medium Housing: Single—2.0, 2@180° or 2@90°—4.0, 3@180°—3.8, 3@90° or 4@90°—4.2
Large Housing: Single—3.2, 2@180° or 2@90°—6.3, 3@180°—6.4, 3@90° or 4@90°—6.5

MOUNTING VARIATIONS



Knuckle-Mount Adjustable Pole-Top Fitting
Available for single, twin and quad versions, the knuckle-mount allows luminaires to be adjusted individually from horizontal to a 45° position. Designed for use on poles with 2" pipe (2⅜" O.D.) and 3-inch O.D. tenons.



Mast Arm Mounting
All square and round Concourse luminaires are available for mast-arm mounting on 2" pipe brackets. Mast arm allows a ±5° vertical leveling adjustment.

PHOTOCONTROL

Button-Type Photocontrol
Mounts inconspicuously in pole to help retain crisp lines of fixture and pole assembly. Provides automatic on-at-dusk, off-at-dawn control of luminaires.

NOTE: Specifications and Dimensions subject to change without notice.

DESCRIPTION

The McGraw-Edison Power Drawer Concourse area light combines the form and function of a highly styled, sharp-cutoff luminaire and the exclusive Power Drawer ballast assembly to offer tremendous design flexibility for any outdoor lighting application.

APPLICATION

Square contemporary styling is appealing by day; low-glare, concealed light source and hydroformed reflector create a safe and attractive visual environment at night. U.L. listed for wet locations. CSA certified.

SPECIFICATION FEATURES

A—Housing
One-piece, formed-aluminum housing is finished in dark bronze polyester powder coat enamel.

B—Gasket
Continuous closed-cell silicone door frame gasket seals out external contaminants.

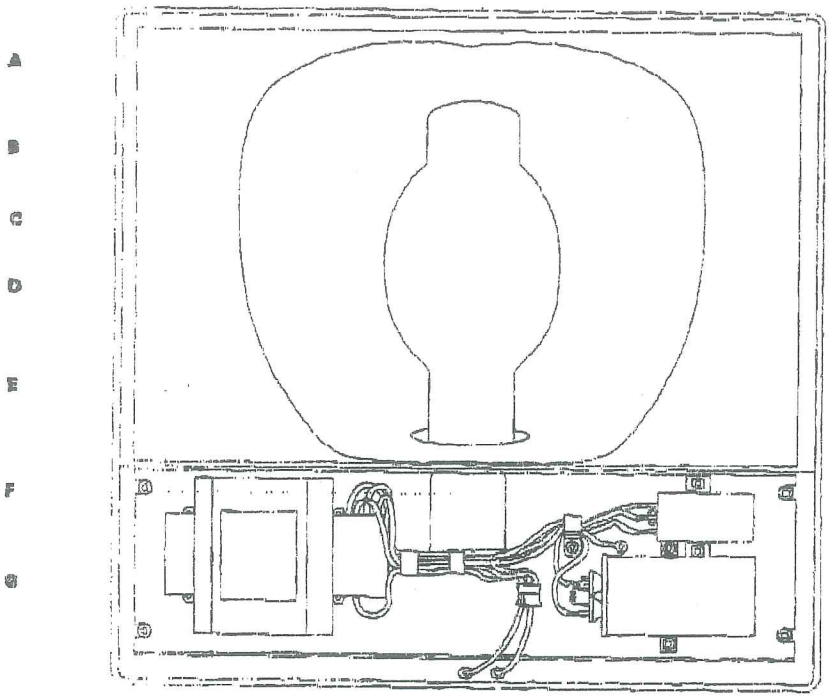
C—Reflector
Parabolic hydroformed aluminum reflector with specular anodized finish provides excellent photometric performance.

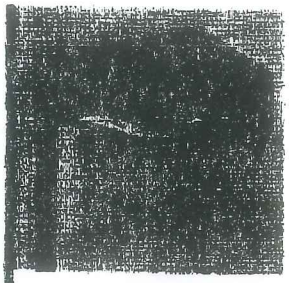
D—Door
Extruded aluminum door frame has concealed hinges and quick-release latches.

E—Lens
Thermal shock and impact-resistant clear tempered glass.

F—Socket
Porcelain screw-shell socket fits mogul-base HID lamps.

G—Ballast Assembly
Patented Power Drawer ballast assembly secures all electrical components. Snatch Latch feature allows removal of ballast tray without tools.



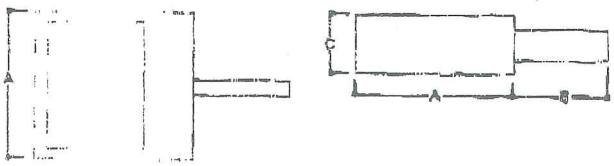


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



Housing Style	A	B*	C
1 (Small)	16" 406mm	9 1/2" 241mm	9 1/2" 195mm
2 (Medium)	21 1/4" 540mm	9 1/2" 241mm	9 1/4" 210mm
3 (Large)	28 1/4" 718mm	9 1/2" 241mm	10 5/8" 270mm

* In all mounting configurations with luminaires mounted at 90°, dimension B is 12 3/4". See catalog number logic.

ENERGY DATA

High Reactance Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (120 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
Pages including this cover page: 3

REVISED FIXTURE W/ FULL CUTOFF

Bill,

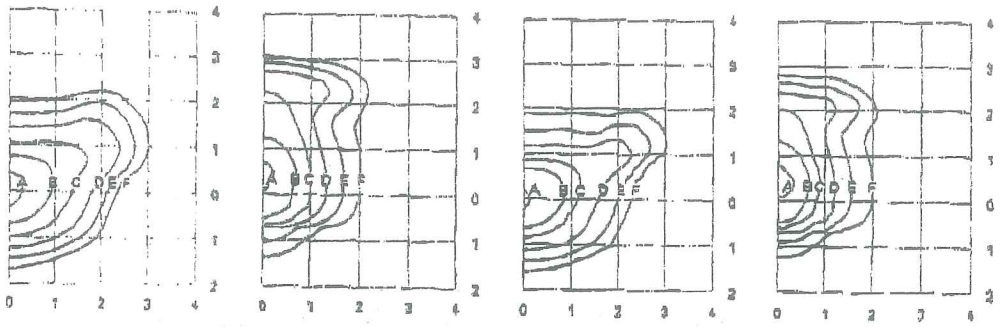
Please find attached a copy of the light fixture cut sheets you requested. Our electrical contractor has told me that this project will be using 250watt fixture so to cut the lighting levels on photometric tables in half. Hopefully this so the board what they needed to see (max 250watt fixture w/ cutoffs).

If you have any questions, please don't hesitate to give me a call.

Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

PHOTOMETRICS



CS-11
CS122621
400-Watt HPS Design 25
50,000-Lumen Clear Lamp

CS-12
CS122641
400-Watt HPS Design 40
50,000-Lumen Clear Lamp

CS-13
CS121621
400-Watt MH Design 25
36,000-Lumen Clear Lamp

CS-14
CS121641
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	12.50	6.75	5.00	2.50	1.25	0.63
25'	8.64	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.38	2.19	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	11.25	6.75	5.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS181121

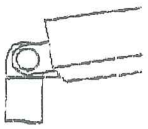
C	S	1	2	5	4	1	1	WALL MOUNT	

- **Product Family:** C=Concourse
- **Mounting Method:** 2=Side Mount, T=Pole Top, K=Knuckle Mount
- **Square Housing Series:** 1=Small (250W Max.), 2=Med. (400W Max.), 3=Large (1000W Max.)
- **Lamp Type:** 0=MV, 1=MH, 2=HPS*, 3=HPS*
- **Lamp Wattage:** 1=70, 2=100, 3=150*, 5=175, 6=250, 8=400, 9=1000
- **Optics:** 4=Type II, 5=Type IV
- **Mounting Configuration*:** 1=Single, 2=@180°, 3=@90°, 4=@120°, 5=@90°, 6=Quad, 7=Wall, 8=Mast Arm, 9=Direct Mount
- **Voltage*:** 1=120V, 2=208V, 3=240V, 4=277V, 5=480V, 6=Triple-Tap, 9=Multi-Tap
- **Options (add as suffix):** P=Button-type Photocontrol; Field Installed, (One required per luminaire) F=Single Fuse, Internally wired (120,277V)* FF=Double Fuse, Internally wired (208,240,480V)* R=Photocontrol receptacle, twist-lock type* BK=Black polyester powder coat enamel finish W=Wood cross-arm mounting
- **Accessories (order separately):** OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W Including 1000VA HID* OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W Including 1800 VA HID*

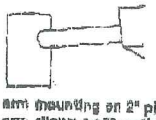
Catalog Number	Mounting Configuration*	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)*	Net Wt. (Lbs.)	Shipping Volume (Cu. Ft) Housing	Tray
CS181121	Single	Small	HPS/Mogul	70	HI-Reactr/HPF	1.3	29	2.20	0.30
CS182221	Single	Small	HPS/Mogul	100	HI-Reactr/HPF	1.3	29	2.20	0.30
CS182321	Single	Small	HPS/Mogul	150	HI-Reactr/HPF	1.3	29	2.20	0.30
CS182521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	29	2.20	0.30
CS182621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS182921	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30
CS181421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	29	2.20	0.30
CS181521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	29	2.20	0.30
CS182021	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS181821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30

NOTES:
* HPS with CWA ballast.
* HPS with high reactance ballast.
* 150W HPS uses a 55 lamp lens rating of 55V.
* Multi-Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
* Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4½" diameter round poles.
* Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS121621-120FR).
* For use with option "R."
* Change 7th digit to specify other mounting configurations.
* EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°, 2@90° or 3@120°—2.6, 3@90° or 4@90°—2.7. Medium Housing: Single—2.0, 2@180° or 3@ 90°—4.0, 2@180°—3.8, 3@90° or 4@90°—4.2. Large Housing: Single—3.2, 2@180° or 3@ 90°—6.3, 2@180°—6.4, 3@90° or 4@90°—6.5

MOUNTING VARIATIONS

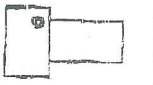


Knuckle-Mount Adjustable Pole-Top Fixing Available for single, twin and quad versions, the knuckle-mount allows luminaires to be adjusted individually from horizontal to a 45° position. Designed for use on poles with 2" pipe (2⅜" O.D.) and 3-inch O.D. tenons.



Mast Arm Mounting All square and round Concourse luminaires are available for mast-arm mounting on 2" pipe brackets. Mast arm allows a 25° vertical leveling adjustment.

PHOTOCONTROL



Button-Type Photocontrol Mounts inconspicuously to pole to help retain crisp lines of fixture and pole assembly. Provides automatic on-at-dusk, off-at-dawn control of luminaires.

NOTE: Specifications and Dimensions subject to change without notice.

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Square contemporary styling is appealing by day; low-glare, concealed light source and hydroformed reflector create a safe and attractive visual environment at night. U.L. listed for wet locations. CSA certified.

SPECIFICATION FEATURES

A--Housing
One-piece, formed-aluminum housing is finished in dark bronze polyester powder coat enamel.

B--Gasket
Continuous closed-cell silicone door frame gasket seals out external contaminants.

C--Reflector
Parabolic hydroformed aluminum reflector with specular anodized finish provides excellent photometric performance.

D--Door
Extruded aluminum door frame has concealed hinges and quick-release latches.

E--Lens
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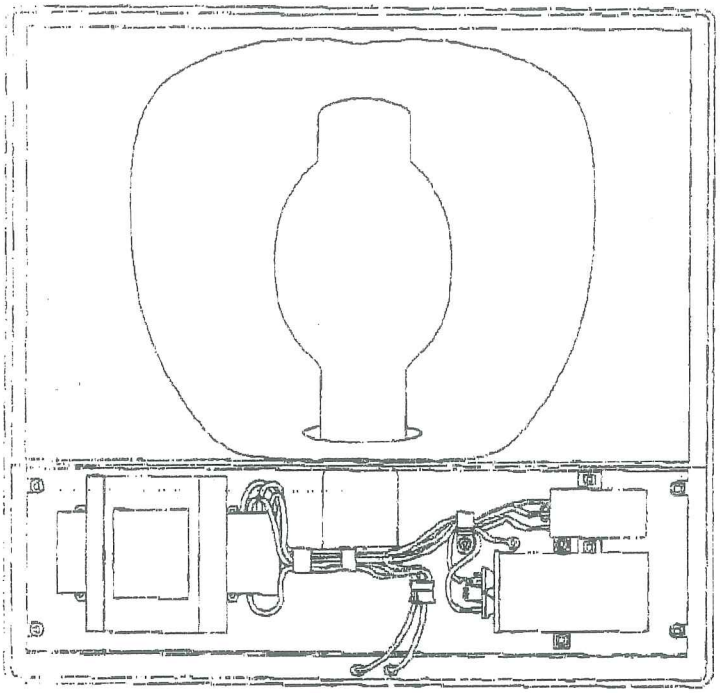
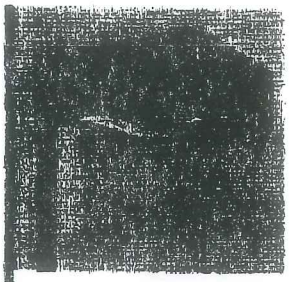
F--Socket
Porcelain screw-shell socket fits mogul-base HID lamps.

G--Ballast Assembly
Patented Power Drawer ballast assembly secures all electrical components. Snatch Latch feature allows removal of ballast tray without tools.



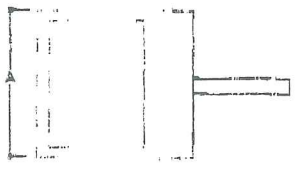


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



Housing Style	A	B*	C
1 (Small)	16" 406mm	9 1/2" 241mm	6 1/2" 165mm
2 (Medium)	21 1/4" 540mm	9 1/2" 241mm	8 1/4" 210mm
3 (Large)	28 1/4" 718mm	9 1/2" 241mm	10 5/8" 270mm

* In all mounting configurations with luminaire mounted at 90°, dimension B is 12 3/4". See catalog number logic.

ENERGY DATA

High Reactive Ballast Input Watts
70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (130 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
Pages including this cover page: 3

REVISED FIXTURE W/ FULL CUTOFF

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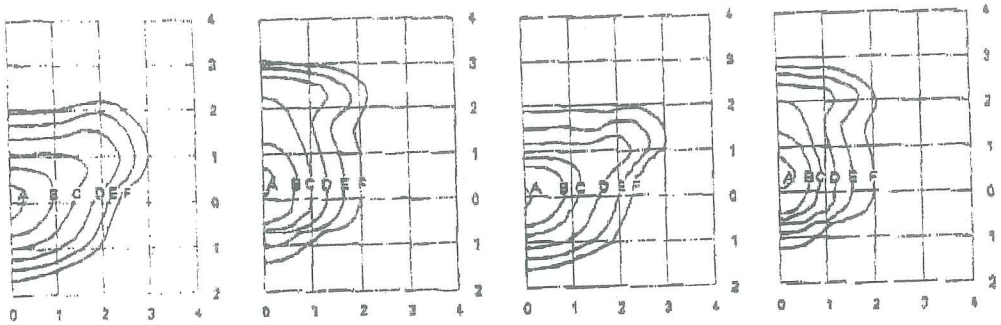
Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

PHOTOMETRICS



CS-11
CS12521
400-Watt HPS Design 20
50,000-Lumen Clear Lamp

CS-12
CS12541
400-Watt HPS Design 40
56,000-Lumen Clear Lamp

CS-13
CS11621
400-Watt MH Design 20
36,000-Lumen Clear Lamp

CS-14
CS21641
400-Watt MH Design 40
28,000-Lumen Clear Lamp

Footcandle Table
Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table
Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	12.50	6.75	5.00	2.50	1.25	0.63
25'	8.64	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.38	2.19	1.46	0.73	0.37	0.18

Footcandle Table
Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines					
	A	B	C	D	E	F
20'	11.25	6.75	5.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS15121

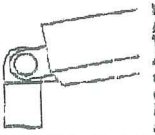
C	S	1	2	5	4	1	1	WALLMOUNT

- **Product Family**: C=Concourse
- **Mounting Method**: S=Side Mount, T=Pole Top, K=Knuckle Mount
- **Square Housing Series**: 1=Small (250W Max.), 2=Med. (400W Max.), 3=Large (1000W Max.)
- **Lamp Type**: 0=MV, 1=MH, 2=HPS*, 3=HPS*
- **Lamp Wattage**: 1=70, 2=100, 3=150*, 4=175, 5=250, 6=400, 8=1000
- **Optics**: 2=Type II, 4=Type IV
- **Mounting Configuration***: 1=Single, 2=2@180°, 3=2@90°, 4=3@120°, 5=3@90°, 6=Quad, 7=Wall, 8=Mast Arm, 9=Direct Mount
- **Voltage***: 1=120V, 2=208V, 3=240V, 4=277V, 5=480V, 6=Triple-Tap, 9=Multi-Tap
- **Options (add as suffix)**: P=Button-type Photocontrol, Field Installed, (One required per luminaire) F=Single Fuse, Internally wired (120,277V)* FP=Double Fuse, Internally wired (208,240,480V)* R=Photocontrol receptacle, twist-lock type* BK=Black polyester powder coat enamel finish W=Wood cross-arm mounting
- **Accessories (order separately)**: OA1015=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID* OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1000 VA HID*

Catalog Number	Mounting Configuration*	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)*	Net Wt. (Lbs.)	Shipping Volume (Cu. Ft) Housing	Tray
CS15121	Single	Small	HPS/Mogul	70	HI-Reactor/HPF	1.3	28	2.30	0.30
CS11521	Single	Small	HPS/Mogul	100	HI-Reactor/HPF	1.3	28	2.30	0.30
CS11821	Single	Small	HPS/Mogul	150	HI-Reactor/HPF	1.3	28	2.30	0.30
CS12521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	28	2.30	0.30
CS12621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS12821	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	86	8.10	1.30
CS11421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	28	2.30	0.30
CS11521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	28	2.30	0.30
CS11621	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS11821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	86	8.10	1.30

NOTES:
* HPS with CWA ballast.
* HPS with high resistance ballast.
* 150W HPS uses E 55 lamp and has rating of 55V.
* Multi-Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
* Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 4, which fits 4" to 4½" diameter round poles.
* Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS11621-120FR).
* For use with option "R."
* Change 7th digit to specify other mounting configurations.
* EPA varied by mounting configuration. Small Housing: Single—1.3, 2@180°, 2@ 90° or 3@120°—2.5, 3@90° or 4@90°—3.7. Medium Housing: Single—3.0, 2@180° or 2@ 90°—4.8, 2@180°—3.5, 3@90° or 4@90°—4.2. Large Housing: Single—3.2, 2@180° or 2@ 90°—5.3, 2@180°—5.4, 3@90° or 4@90°—6.5

MOUNTING VARIATIONS



Knuckle-Mount Adjustable Pole-Top Fixing
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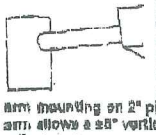

Mast Arm Mounting
All square and round Concourse luminaires are available for mast-arm mounting on 2" pipe brackets. Mast arm allows a 25° vertical leveling adjustment.

PHOTOCONTROL

Button-Type Photocontrol Mounts
Inconspicuously in pole to help retain crisp lines of fixture and pole assembly. Provides automatic dusk-to-dawn control of luminaires.

NOTE: Specifications and Dimensions subject to change without notice.

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The McGraw-Edison Power Drawer Concourse area light combines the form and function of a highly styled, sharp-cutoff luminaire and the exclusive Power Drawer ballast assembly to offer tremendous design flexibility for any outdoor lighting application.

APPLICATION

Square contemporary styling is appealing by day; low-glare, concealed light source and hydroformed reflector create a safe and attractive visual environment at night. U.L. listed for wet locations. CSA certified.

SPECIFICATION FEATURES

A--Housing
One-piece, formed-aluminum housing is finished in dark bronze polyester powder coat enamel.

B--Gasket
Continuous closed-cell silicone door frame gasket seals out external contaminants.

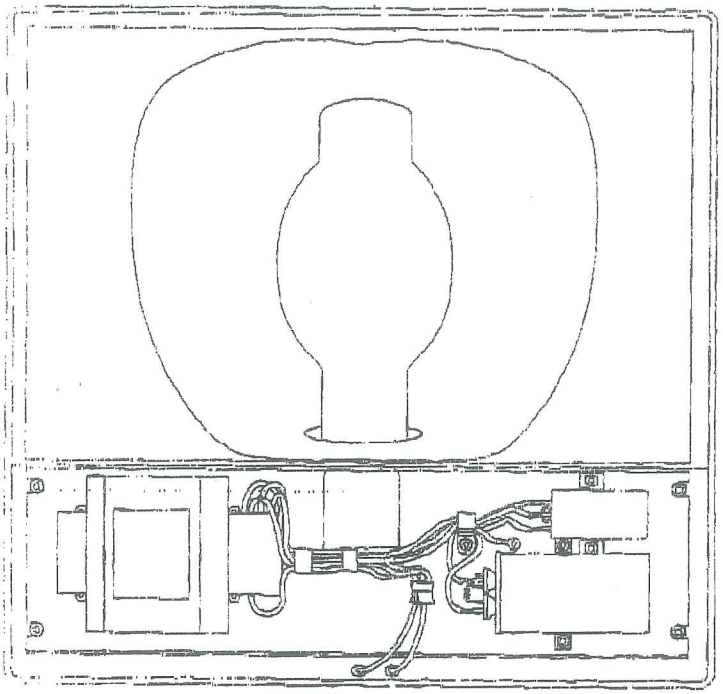
C--Reflector
Parabolic hydroformed aluminum reflector with specular anodized finish provides excellent photometric performance.

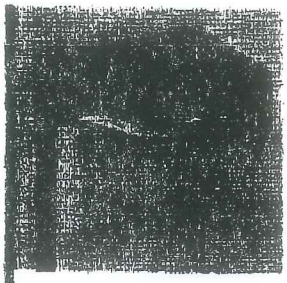
D--Door
Extruded aluminum door frame has concealed hinges and quick-release latches.

E--Lens
Thermal shock and impact-resistant clear tempered glass.

F--Socket
Porcelain screw-shell socket fits mogul-base HID lamps.

G--Ballast Assembly
Patented Power Drawer ballast assembly secures all electrical components. Snatch Latch feature allows removal of ballast tray without tools.



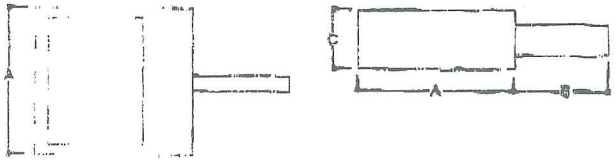


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



Housing Style	A	B*	C
1 (Small)	16" 406mm	9 1/2" 241mm	6 1/2" 165mm
2 (Medium)	21 1/4" 540mm	9 1/2" 241mm	8 1/4" 210mm
3 (Large)	28 1/4" 718mm	9 1/2" 241mm	10 5/8" 270mm

* In all mounting configurations with luminaires mounted at 90°, dimension B is 12 3/4". See catalog number logic.

ENERGY DATA

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70W HPS NPF/HPF (95 Watts)
100W HPS NPF/HPF (130 Watts)
150W HPS NPF/HPF (190 Watts)

CWI Ballast Input Watts
250W HPS HPF (300 Watts)

CWA Ballast Input Watts
175W MH HPF (210 Watts)
250W MH HPF (295 Watts)
400W MH HPF (455 Watts)
400W HPS HPF (485 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

Alliance
CONSTRUCTION
INCORPORATED

To: Bill Needelman
Company: City of Portland

Fax: 756-8258

From: Ron Burt
Company: Alliance Construction, Inc.
Phone: (207) 885-0855
Fax: (207) 885-0846

Date: 9 January 2001
Pages including this cover page: 3

REVISED FIXTURE W/ FULL CUTOFF

Bill,

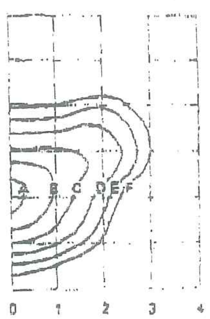
Please find attached a copy of the light fixture cut sheets you requested. Our electrical contractor has told me that this project will be using 250watt fixture so to cut the lighting levels on photometric tables in half. Hopefully this so the board what they needed to see (max 250watt fixture w/ cutoffs).

If you have any questions, please don't hesitate to give me a call.

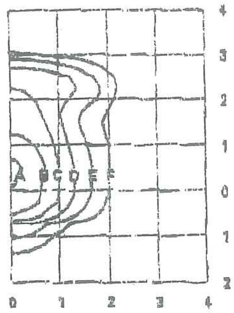
Thank you,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

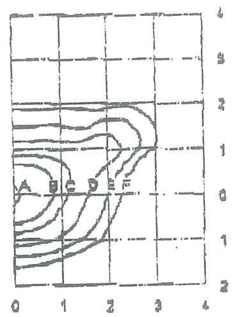
PHOTOMETRICS



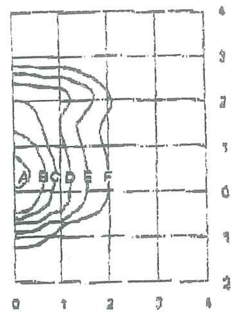
CS-11
CS22621
400-Watt HPS Design 20
50,000-Lumen Clear Lamp



CS-12
CS22641
400-Watt HPS Design 40
50,000-Lumen Clear Lamp



CS-13
CS21621
400-Watt MH Design 20
36,000-Lumen Clear Lamp



CS-14
CS21641
400-Watt MH Design 40
36,000-Lumen Clear Lamp

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-11 & 12	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	20.00	10.00	5.00	2.50	1.25	0.63
25'	11.52	5.76	2.88	1.44	0.72	0.36
30'	8.00	4.00	2.00	1.00	0.50	0.25
35'	5.84	2.92	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-13	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	13.50	6.75	5.00	2.50	1.25	0.63
25'	8.64	4.32	2.88	1.44	0.72	0.36
30'	6.00	3.00	2.00	1.00	0.50	0.25
35'	4.38	2.19	1.46	0.73	0.37	0.18

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line.

Mounting Height CS-14	Footcandle Values for Isofootcandle Lines A	B	C	D	E	F
20'	11.25	6.75	5.00	2.50	1.25	0.63
25'	7.20	4.32	2.88	1.44	0.72	0.36
30'	5.00	3.00	2.00	1.00	0.50	0.25
35'	3.65	2.19	1.46	0.73	0.37	0.18

ORDERING INFORMATION

SAMPLE NUMBER: CS18121

C	S	1	2	5	4	1	1	WAll MOUNT	

Product Family
C=Concourse

Mounting Method
S=Side Mount
T=Pole Top
N=Knuckle Mount

Square Housing Series
1=Small (250W Max.)
2=Med. (400W Max.)
3=Large (1000W Max.)

Lamp Type
0=MV
1=MH
2=HPS[1]
5=HPS[2]

Lamp Wattage
1=70
2=100
3=150[3]
4=175
5=250
6=400
8=1000

Optics
2=Type II
4=Type IV

Mounting Configuration[8]
1=Single
2=2@180°
3=2@90°
4=3@120°
5=3@90°
6=Quad
7=Wall
8=Mast Arm
9=Direct Mount

Voltage[4]
1=120V
2=208V
3=240V
4=277V
5=480V
6=Triple-Tap
9=Multi-Tap

Options (add as suffix)
P=Button-type Photocontrol, Field Installed, (One required per luminaire)
F=Single Fuse, Internally wired (120,277V)[6]
FF=Double Fuse, Internally wired (208,240,480V)[6]
R=Photocontrol receptacle, twist-lock type[6]
BK=Black polyester powder coat enamel finish
W= Wood cross-arm mounting

Accessories (order separately)
OA1016=Twist-lock Photocontrol, 105-135V (50/60 Hz). Load relay capacity 1000W including 1000VA HID[7]
OA1027=Twist-lock Photocontrol, 105-285V (50/60 Hz). Load relay capacity 1000W including 1800 VA HID[7]

Catalog Number	Mounting Configuration[8]	Housing Style	Lamp Type/ Base	Lamp Wattage	Ballast Type/ Power Factor	EPA (Sq.Ft)[9]	Net Wt. (Lbs.)	Shipping Volume (Cu Ft) Housing	Tray
CS18121	Single	Small	HPS/Mogul	70	Hi-React/HPF	1.3	29	2.20	0.30
CS10221	Single	Small	HPS/Mogul	100	Hi-React/HPF	1.3	29	2.20	0.30
CS18321	Single	Small	HPS/Mogul	150	Hi-React/HPF	1.3	29	2.20	0.30
CS12521	Single	Small	HPS/Mogul	250	CWA/HPF	1.3	29	2.20	0.30
CS22621	Single	Medium	HPS/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS32821	Single	Large	HPS/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30
CS11421	Single	Small	MH/Mogul	175	CWA/HPF	1.3	29	2.20	0.30
CS11521	Single	Small	MH/Mogul	250	CWA/HPF	1.3	29	2.20	0.30
CS21621	Single	Medium	MH/Mogul	400	CWA/HPF	2.0	48	7.80	0.65
CS31821	Single	Large	MH/Mogul	1000	CWA/HPF	3.2	85	8.10	1.30

NOTES: [1] HPS with CW ballast.
[2] HPS with high reactance ballast.
[3] 150W HPS uses 5 55 lamp (see rating of 55V).
[4] Multi Tap ballast is 120/208/240/277V. Triple-Tap ballast is 120/277/347V.
[5] Pole mounting systems fit McGraw Edison 4" and 5" square poles, except configuration 6, which fits 4" to 4½" diameter round poles.
[6] Not available for Multi-Tap ballast luminaires. When ordering, specify input voltage (CS21621-120FR).
[7] For use with option "R."
[8] Change 7th digit to specify other mounting configurations.
[9] EPA varies by mounting configuration. Small Housing: Single—1.3, 2@180°,2@90° or 3@120°—2.5, 3@90° or 4@90°—2.7
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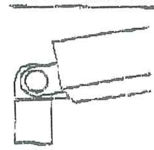
MOUNTING VARIATIONS



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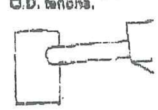

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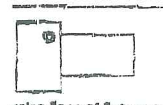

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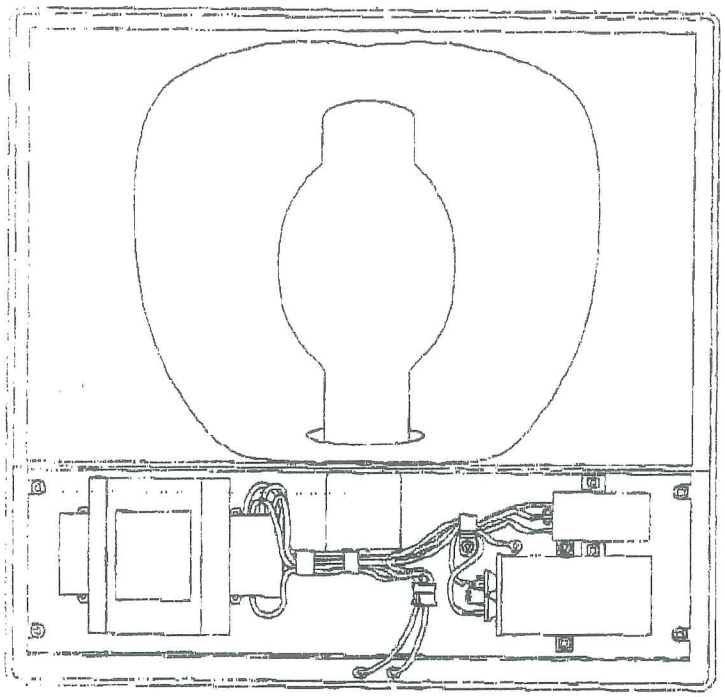
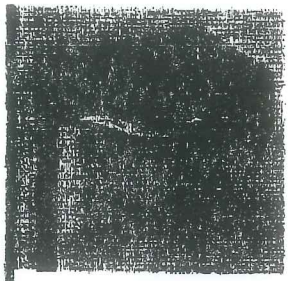


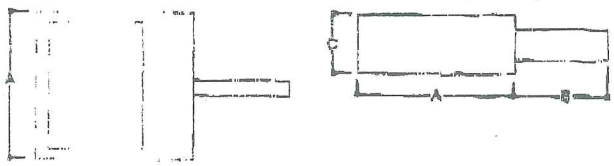


CSPOWER DRAWER CONCOURSE

70-1000W
Metal Halide
High Pressure Sodium
Mercury Vapor

AREA LIGHT

DIMENSIONS



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400W HPS HPF (465 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

GROUND LEASE

This Lease is made and executed on this 22nd day of December, 1999, by and between **Westport Realty, LLC**, a Maine limited liability company having an address of One Canal Plaza, Fifth Floor, Portland, ME 04101 (hereinafter referred to as "Landlord") and **The Gage Company**, a Pennsylvania corporation authorized to do business in Maine and having an address of 3000 Liberty Avenue, Pittsburgh, PA 15201 (hereinafter referred to as "Tenant").

In consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

Section 1. Demise and Description

Landlord leases to Tenant and Tenant leases from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Leased Premises"). The parties acknowledge that, pursuant to an agreement of dissolution of St. John Street Realty, a Maine general partnership, of even or near date, the building located on the Leased Premises, and all fixtures, components and systems thereof or therein (collectively, the "Building") have been severed from the land constituting the Leased Premises and that the Building is deemed personal property of Tenant during the term of this Lease subject to the terms, conditions and provisions of this Lease and the rights of Landlord therein as set forth in this Lease.

Section 2. Term and Extensions

The initial term of this Lease shall commence on the date hereof, ("Commencement Date") and shall end 120 full calendar months thereafter, unless sooner terminated as provided herein (the "Initial Term"). Tenant shall have four (4) options (the "Extension Options") to extend the term hereof for consecutive additional periods of ten (10) years each (each such additional period is sometimes referred to as an "Extension Term").

In order to exercise each of the Extension Options, Tenant shall give written notice to Landlord of the exercise not later than the date which is twelve (12) months prior to the expiration of the then current term of the Lease. In exercising any Extension Option, Tenant acknowledges that time is of the essence. If Tenant fails to exercise any Extension Option on or before the applicable exercise date specified above, Tenant shall be deemed to have waived all of its rights with respect to such Extension Option and any succeeding Extension Options.

If an Extension Option is duly exercised as aforesaid, the term of this Lease shall be automatically extended for the applicable Extension Term upon all of the same terms and conditions as set forth in this Lease, except that the annual fixed rent for such Extension Term shall be determined as provided in Section 3 and except that in no event shall there shall be more than four (4) Extension Terms from and after the expiration of the Initial Term. In the event an Extension Option is duly exercised, all references contained in this Lease to the term hereof, whether by number of years or number of months or otherwise, shall be construed to refer to the

Initial Term, extended as provided above, whether or not specific reference thereto is made in this Lease.

Notwithstanding any contrary provision of this Section 2 or any other provision of this Lease, any exercise by Tenant of any Extension Option shall be void and of no effect unless on the date Tenant notifies Landlord that it is exercising the Extension Option for any Extension Term and on the date of commencement of the applicable Extension Term: (i) this Lease is in full force and effect; and (ii) there then exists no uncured breach of this Lease; provided, however, that Landlord reserves the right to waive by written notice the provisions of this Section with respect to the exercise of any Extension Option by Tenant.

In the event Tenant elects to exercise any Extension Options, Landlord and Tenant agree to enter into an amendment to this Lease to confirm such exercise and to document all changes to this Lease resulting from any exercise of such Options; provided, however, the execution of any such amendment shall not be a condition precedent to the valid exercise by Tenant of the Extension Options granted herein.

Section 3. Annual Rent

(a) Annual Rent and Cost of Living Escalation. Tenant covenants and agrees to pay Landlord for its use of the Leased Premises, without previous demand therefor, the following described annual rent:

(1) During years 1 through 5 of this Lease, inclusive, the annual rent shall be Eighty Thousand Six Hundred Twenty-Nine and 30/100 Dollars ($80,629.30).

(2) During the remainder of the Initial Term and any Extension Terms of this Lease, the annual rent shall be increased as follows: on the fifth (5th) anniversary of the Commencement Date, or if the Commencement Date is other than on the first day of a calendar month, then every five years after the first day of the first calendar month immediately succeeding the Commencement Date, and every five (5) years thereafter (the Commencement Date and each such five year anniversary being referred to herein as a "rent determination date"), the annual rent shall be increased from the annual rent in effect on the immediately preceding rent determination date by a percentage equal to the greater of (i) the percentage increase, as determined by Landlord, in the Consumer Price Index ("CPI") from the immediately preceding rent determination date to the present rent determination date; or (ii) twenty percent (20%). The CPI adjustment shall be based on the CPI for all urban consumers (Boston, MA) as is determined and published by the Bureau of Statistics of the U.S. Department of Labor, or if such index is no longer published, on a comparable index.

(b) Rent Payable in Monthly Installments. All such annual rent shall be payable by Tenant in advance, without set off or deduction, in equal monthly installments (said monthly installments being $6,719.11 for years 1 through 5 of this Lease) due on the first of each and every calendar month during the term of this Lease, and shall be payable at the office of the Landlord at the address set forth above or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance of any such payment. The rent for any

partial month at the beginning or end of any term hereof shall be prorated between Landlord and Tenant.

(e) Absolute Net Rent. This Lease is a net Lease and Tenant shall pay to Landlord absolutely net throughout the term of this Lease the annual rent and other payments provided for herein, free of any charges, assessments, impositions, or deductions of any kind, and without abatement or setoff. Under no circumstances, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder except as may be specifically set forth herein.

Section 4. Use and Occupancy

Tenant shall use and occupy the Building and the Leased Premises only as used by Tenant prior to the date hereof in connection with Tenant's operations as a plumbing supply wholesaler and for no other purpose without the prior written consent of Landlord.

Section 5. Assignment and Subletting

(a) No Assignment or Sublet. Tenant shall not be entitled to assign this Lease or to sublet the Leased Premises or any portion thereof without the prior written consent of the Landlord, which shall not be unreasonably withheld, provided however, that Tenant shall be entitled to assign this Lease to the successor entity in any corporate reorganization or merger of Tenant into another affiliated organization, or any transfer of the controlling interest in the stock of Tenant to an affiliate, or any transfer of Tenant's assets to an affiliate, or a similar act or change in ownership or structure of Tenant without Landlord's prior consent, provided that such successor entity also succeeds to Tenant's interest in the Building. No assignment of this Lease, whether permitted as of right or subsequently consented to by Landlord, and no sublease of the Leased Premises to which Landlord subsequently consents shall be valid unless the assignee or sublessee expressly assumes and agrees in writing to keep and perform every covenant of this Lease which, by its terms, Tenant agrees to keep and perform, and until an executed original of the assignment or sublease and the assumption agreement are delivered to Landlord. Notwithstanding any such assignment or sublease, Tenant's liability for the performance of every term, condition, covenant, or agreement contained herein shall remain in full force and effect.

(b) No Sale. Except in connection with a permitted assignment of this Lease or a permitted sublease of the Leased Premises, Tenant shall not sell, assign or transfer its interests in the Building without the prior written consent of the Landlord. Any such sale, assignment, or transfer, whether voluntary or by operation of law or otherwise, shall be void and of no effect and shall constitute an Event of Default hereunder.

Section 6. Force Majeure

In the event that either party hereto shall be delayed or hindered in, or prevented from performance of, any act required hereunder, other than Tenant's payment of annual rent and other sums payable hereunder, by reason of strikes, lockouts, labor troubles, inability to procure

materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. In no event shall any of the foregoing excuse the Tenant's payment of annual rent or other sums payable hereunder.

Section 7. Insurance

(a) Casualty Insurance. Tenant shall, at Tenant's sole cost and expense, keep the Building insured against loss or damage by fire and windstorm, together with "extended coverage" endorsement or its equivalent, as well as law and ordinance coverage and replacement cost coverage, with insurance companies having a minimum Best's rating of A-, V, and in an amount at all times sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and not less than the full replacement value of the Building and other improvements thereon, with loss payable thereunder jointly to Landlord and Tenant, said proceeds to be paid jointly to Landlord and Tenant and held and used for restoration of the Building as provided in Section 14 of this Lease. Tenant shall also comply with the insurance requirements of the holder of any mortgage of the Leased Premises.

(b) Liability Insurance. Tenant shall, at Tenant's sole cost and expense, maintain in force for the joint benefit of Landlord and Tenant as their interests may appear comprehensive general liability insurance, on an occurrence basis, under which Landlord and Landlord's lender will be named as additional insureds and under the terms of which each shall be indemnified against liability for damage to property or bodily injury or death occurring on, in, or about the Leased Premises or any structure thereon, or any part thereof and shall also comply with the insurance requirements of the holder of any mortgage of the Leased Premises. Such insurance policy or policies shall be maintained on the minimum basis of Three Million Dollars ($3,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) general aggregate with a deductible of not more than Five Thousand Dollars ($5,000.00) and with insurance companies having a minimum Best's rating of A-, V.

(c) Copies and Cancellation of Policies. Tenant shall deliver to Landlord the certificate of each insurance carrier as to each insurance policy. Such policy or policies shall provide that the cancellation thereof shall require not less than ten (10) days' prior written notice to all parties insured, including Landlord.

(d) Subrogation. Landlord and Tenant each agrees that they will not subrogate to their insurance carrier any right or action that they have or may have against the other of them for any loss covered by insurance nor will the party suffering such loss prosecute any suit against the other party by reason of such loss for which they are covered by insurance. Tenant agrees to notify its insurance carrier of the provisions of this subsection and the insurance policies required by this Section 7 shall provide that waiver of subrogation rights by the Tenant as contained herein shall not void or otherwise adversely affect the coverage otherwise provided by such policies.

Section 8. Indemnity

Landlord shall have no responsibility or control with respect to any aspect of the Leased Premises, the Building, or any activity conducted on or about the Leased Premises or the Building from and after the date of this Lease. Tenant shall indemnify and hold Landlord harmless and, if requested by Landlord, defend Landlord with counsel reasonably satisfactory to Landlord, from and against any and all liabilities, losses, claims, causes of action, damages, costs, and expenses (including reasonable attorneys fees) incurred by or threatened against Landlord (i) arising out of any occurrence on the Leased Premises and/or the Building or arising out of the use of the Leased Premises and/or the Building by Tenant, its employees, agents, licensees, or invitees except to the extent proximately caused by the breach by Landlord of a legal duty with respect to which the Tenant is not responsible for the performance of, expressly or impliedly, under this Lease and except to the extent caused by the willful misconduct of Landlord; or (ii) arising out of any omission, fault, neglect, or other misconduct of Tenant, its employees, agents, licensees, or invitees wherever occasioned; or (iii) arising out of any breach of the obligations to be performed or terms to be observed or warranties made by Tenant under this Lease, including, without limitation, those relating to compliance with laws and those relating to the environmental condition of the Leased Premises. Tenant agrees that the foregoing agreement to indemnify, defend, and hold harmless extends to liabilities, losses, claims, causes of action, damages, costs and expenses (including reasonable attorneys fees) arising out of claims of Tenant's employees without regard to any immunity, statutory or otherwise, including any immunity under the workers compensation laws of Maine or any other applicable jurisdiction. Tenant's obligations under this paragraph shall survive the termination of this Lease.

Section 9. Taxes, Assessments and Utilities

(a) Taxes and Impositions. As part of the consideration of this Lease, and in addition to the annual rent provided for in Section 3, and except as may be otherwise set forth in this Lease, Tenant covenants and agrees to pay from the Commencement Date and throughout the term of this Lease and before any fine, penalty, interest, or other costs of any nature shall be added thereto for nonpayment thereof, all real estate taxes and governmental impositions, and to make all payments on account of assessments against the Leased Premises and/or the Building for local improvements, ordinary or extraordinary, foreseen or unforeseen, which are levied or assessed against the Leased Premises and/or the Building and which become payable during, or are otherwise attributable to, the term hereof, when they shall respectively become due and payable or at such earlier time as provided hereinbelow, to the end that Landlord shall receive the annual rent herein specified, free and clear of all real estate taxes, governmental impositions, and payments on account of such special assessments which become payable during the term of this Lease (such taxes, governmental impositions and assessments are sometimes collectively referred to as the "impositions"). All such impositions with respect to the Leased Premises and, if impositions with respect to the Building are not separately assessed directly to Tenant, then also all impositions with respect to the Building, shall be payable by Tenant to Landlord within ten (10) days of the date Landlord sends Tenant an invoice therefor and, after receipt of such payment from Tenant, Landlord shall be responsible for remitting payment of such impositions to the governmental authority. If Tenant shall, in good faith, desire to contest the validity or

amount of any imposition herein agreed to be paid by it, Tenant shall notify Landlord, in writing, of its intention to contest the same, and Tenant shall then have the right to contest the same, PROVIDED HOWEVER, that in no event shall any such contest excuse the Tenant from its obligation to pay the impositions as and at the times hereinabove provided. Nothing herein shall require the Tenant to pay any income taxes assessed against the Landlord, or to pay any of the Landlord's capital levy, estate, succession, inheritance or transfer taxes (but Tenant shall be obligated to pay its one-half share of any Maine real estate transfer tax that may be applicable in connection with the exercise of Tenant's option to purchase the Leased Premises), or to pay any franchise taxes imposed on any corporate owner of the fee of the Leased Premises, regardless of whether any of the foregoing taxes are imposed by any municipal, state, or federal taxing authority.

(b) Utilities. During the term of this Lease, Tenant shall pay or cause to be paid when due all expenses of heat, light, water, sewer and other utility services used on or provided to the Leased Premises and/or the Building.

Section 10. Tenant's Failure to Pay Impositions

Tenant covenants and agrees that if it shall at any time fail to pay any of the impositions in accordance with the provisions of Section 9, Landlord shall have the right to pay the same after ten (10) days written notice to Tenant (or lesser time if the Leased Premises and/or the Building are threatened with sale or foreclosure). If Landlord makes any such payment, then unless Tenant shall pay to Landlord, as additional rent, such amounts as are paid by Landlord within ten (10) days of the date of Landlord's written demand therefor, Tenant shall be deemed to have committed an Event of Default under this Lease.

Section 11. Improvements

(a) Fixtures and Equipment; Removal of Certain Personal Property. Tenant may not construct any buildings on the Leased Premises and shall not make any alterations or improvements to the Building without Landlord's prior written consent which will not be unreasonably withheld. Tenant may place or install in the Building such trade fixtures and equipment as Tenant shall deem desirable for the conduct of its use permitted under this Lease. Any such trade fixtures and equipment used in the conduct of business by Tenant placed by Tenant on or in the Building shall not become part of the real property, even if nailed, screwed, or otherwise fastened to the Building, but shall retain their status as personal property. Such personal property may be removed by Tenant at any time and so long as Tenant is not in breach of this Lease and so long as any damage to the Building or Leased Premises occasioned by such removal is thereupon repaired such that the Leased Premises and the Building are restored to substantially the same condition as existed immediately prior to commencement of the term of this Lease. In the event Tenant fails to remove such personal property that it is permitted in this Section 11 to remove from the Building prior to the termination of this Lease, Landlord may treat the same as abandoned and retain the same and treat the trade fixtures as part of the Leased Premises. Tenant shall promptly reimburse Landlord for any damage caused to the Building or Leased Premises by the removal of such personal property by Tenant.

(b) Title to Permanent Improvements. During the term of this Lease, the Building and all other improvements installed by Tenant, including, without limitation, all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall be the property of Tenant. Upon termination of this Lease, whether due to the expiration of the term hereof or any earlier termination hereof as provided elsewhere in this Lease (excepting only termination of this Lease resulting from the Tenant's purchase of the Leased Premises pursuant to Section 30 of this Lease) title to the Building and any other buildings, structures, and other permanent improvements constructed or placed on the Leased Premises and the fixtures annexed thereto (other than trade fixtures and equipment that Tenant shall have the right to remove in accordance with subparagraph (a) of this Section) shall, at the option of Landlord, vest in and become the property of Landlord as part of the real estate and the Leased Premises, without any additional compensation therefor and without any instrument of conveyance. Tenant covenants and agrees, however, upon demand of Landlord, on or after any such termination of the Lease, to execute any instruments requested by Landlord to evidence the conveyance of such buildings, structures, improvements and fixtures and to vest title to the same in Landlord, free and clear of all mortgages, liens, security interests and other encumbrances except for those set forth on Exhibit B.

(c) Compliance With Laws. During the term of this Lease, Tenant agrees that the Building and any improvements that may be installed on the Leased Premises by Tenant, including, but not limited to, all elevators, plumbing, electrical, heating, air-conditioning and ventilation equipment and systems, and all other equipment will be installed, operated, and maintained in accordance with applicable law and with the regulations and requirements of any and all governmental authorities, agencies, or departments having jurisdiction over the same, without cost or expense to Landlord.

(d) Mechanic and Labor Liens. If, at any time during the term of this Lease, any liens or claims of mechanics, laborers, or materialmen shall be filed against the Leased Premises, the Building, or fixtures of Tenant, or any part or parts thereof, for any work, labor, or materials furnished, alleged to have been furnished or to be furnished pursuant to an agreement by Tenant or any person holding thereunder, Tenant, within thirty (30) days after date of the filing or recording of any such lien, or the filing or recording of any notice of intention to file a lien or claim of lien, shall cause the same to be discharged, at Tenant's own cost and expense, by payment, bond, or otherwise. If Tenant shall ultimately fail to procure a discharge of any such lien, Landlord, after at least thirty (30) days' written notice to Tenant (or lesser time if the Leased Premises and/or the Building are threatened with sale or foreclosure), may procure the discharge of such lien by payment or otherwise, and all costs and expenses, including reasonable attorneys' fees, which Landlord may sustain thereby, shall be paid by Tenant to Landlord as additional rent under this Lease. If Tenant shall fail to make such payment to Landlord within ten (10) days of the date of Landlord's written demand therefor, Tenant shall be deemed to have committed an Event of Default under this Lease.

Section 12. Compliance with Laws

Tenant covenants and agrees during the term of this Lease to comply promptly with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal,

state and local governments and all of their departments, bureaus, boards, commissions and officials, with respect to the Leased Premises, the Building and other improvements thereon or hereafter erected thereon by Tenant, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Landlord or Tenant or both. Tenant shall have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings which shall be conducted diligently and in good faith in the name of Landlord or Tenant or both and without cost or expense to Landlord, the validity or applicability of any law, ordinance, order, rule, or regulation of the nature hereinabove referred to in this Section, and Tenant shall have the right to delay observance thereof and compliance therewith until such contest is finally determined and is no longer subject to appeal, provided that observance and compliance therewith, pending the prosecution of such proceeding, may be legally delayed without subjecting Landlord to any liability, fine, expense or loss and without subjecting the Leased Premises or the Building to any lien, encumbrance, or order affecting the use or occupancy of the Leased Premises or the Building.

Section 13. Repairs and Upkeep

(a) Acceptance of Property. Tenant accepts the Leased Premises, and any improvements thereon in the condition they are in on the date this Lease is executed and agrees that Landlord shall have no liability or responsibility for the condition thereof. Tenant acknowledges that the Building and all components thereof are Tenant's property on the date this Lease is executed, subject to Landlord's rights therein as set forth in this Lease, and that Landlord shall have no liability or responsibility for the condition thereof.

(b) Landlord's Repairs. Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs in, on, or about the Leased Premises, or any part thereof, during the term of this Lease.

(c) Tenant's Repairs and Operation. At all times during the term of this Lease, Tenant shall neither commit nor suffer any waste to the Leased Premises and shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises, including the landscaping, and also shall keep and maintain the Building and any other improvements located on the Leased Premises, all in good order and repair and in safe, clean, sanitary, and attractive condition. Tenant's obligations hereunder shall include, without limitation, all repairs, restorations, and replacements to the Leased Premises and the Building and any of its components (including, without limitation, the roof, the elevators, and the plumbing, electrical, heating, ventilation, and air conditioning equipment and systems) regardless of the cause thereof, and regardless of the nature thereof, whether capital, structural, or otherwise, and whether foreseen or unforeseen, and whether ordinary or extraordinary, that are necessary to keep the Building and the Leased Premises in the above-stated order, repair, and condition throughout the whole of the term. Tenant shall make any and all additions to, and all alterations and repairs in and about, the Leased Premises, the Building, and any improvements located on the Leased Premises that may be required by any and all public laws, ordinances, and regulations that from time to time are applicable to the Leased Premises and/or the Building.

(d) Condition at End of Lease. At the termination of this Lease, Tenant shall remove

from the Leased Premises and the Building all personal property and trade fixtures that Tenant is permitted to remove pursuant to the terms of this Lease and shall leave the Leased Premises, the Building, and any other improvements in the state of order, repair and condition required to be maintained by Tenant during the term of this Lease and in "broom clean" condition and shall peaceably vacate the Building and the Leased Premises and surrender the same to Landlord.

Section 14. Damage or Destruction

(a) If, during the term of this Lease, the Building or any other improvement erected by Tenant on the Leased Premises or any part thereof shall be damaged or destroyed by fire, windstorm, or other casualty, all insurance proceeds payable on account of such damage or destruction shall be paid jointly to Landlord and Tenant and deposited in a joint account in a bank designated by Tenant in Cumberland County, Maine, and such account shall require two signatures for any withdrawals from such account, one of which shall be a signature by Landlord or its designee and one of which shall be a signature by Tenant or its designee. The funds so deposited shall be made available to Tenant for the reconstruction or repair, as the case may be, of the Building and such improvements so damaged or destroyed for which insurance is payable. Landlord and Tenant shall periodically pay out these funds from such joint account as the reconstruction or repair progresses, on the estimate of a reliable and authorized architect licensed in the State of Maine, who must certify to both Landlord and Tenant that the amount of the estimate is reasonable in proportion to the progress of the reconstruction or repair, and is being applied to the payment of the reconstruction or repair. As a condition of the release of any such funds, Landlord or Tenant shall be entitled to require that lien waivers be obtained from all persons who have furnished materials, labor or services in connection with such reconstruction or repair, waiving any right to claim a mechanic's or materialmen's lien for materials, labor or services furnished through the date of the release of such funds. However, Tenant shall provide the total amount of money necessary for the reconstruction or repair of any destroyed or damaged building or buildings and shall assure the application of the money for such purpose. Tenant shall rebuild and repair any buildings and improvements, or any part thereof, that are destroyed or damaged by fire, windstorm or other casualty. The rebuilt or repaired building or improvement, and the replaced or repaired personal property on the Leased Premises shall be of the same or higher value as prior to the damage or destruction, and shall be rebuilt and ready for occupancy within 12 months from the time of the loss or destruction. The 12 month period for reconstruction shall be extended by delays caused, without Tenant's fault or neglect, by act of God, strikes, lockouts, or other conditions (other than matters of finance) beyond Tenant's control.

(b) If Tenant is not in default, it shall be paid any excess money received from insurance remaining in the joint bank account after the Building and other improvements are reconstructed or repaired. If, after damage or destruction caused by fire, windstorm, or other casualty, Tenant does not commence reconstruction within six (6) months from the date of payment of the loss and prosecute the reconstruction or repair so that it will be completed within twelve (12) months after the damage or destruction occurs, the amount collected or the balance thereof remaining in the joint account shall be paid to Landlord. If Tenant fails promptly, within the time specified, to complete the reconstruction and repair work, landlord may terminate this Lease and retain such amounts as liquidated and agreed upon damages. The 12-month period for reconstruction shall

be extended by delays caused, without the Tenant's fault or neglect, by act of God, strikes, lockouts, or other conditions (other than matters of finance) beyond Tenant's control.

(c) Notwithstanding the above, if the total insurance proceeds payable on account of the casualty are $25,000 or less, no joint bank account shall be created and the proceeds shall be paid directly to Tenant, who shall use the funds to make the necessary replacements or repairs.

Section 15. Default and Termination

(a) Events of Default. Should Tenant:

(i) fail to pay or fail to cause to be paid any imposition, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Tenant at the times and in the manner herein provided; or

(ii) fail to pay any installment of rent or any other sum when due as herein provided; or

(iii) fail in the performance of or otherwise breach any other covenant, condition, or restriction of this Lease herein provided to be kept or performed by Tenant (regardless of whether the provision containing the particular covenant, condition, or restriction expressly provides that the breach of or failure to perform the same will constitute an Event of Default) and such failure or breach described in this clause (iii) continues uncured for (y) a period of thirty (30) days from and after service upon Tenant of written notice thereof by Landlord; or (z) such other shorter or longer period of time as may be specifically stated elsewhere in this Lease with respect to any particular covenant, condition, or restriction of this Lease, provided however that if any such failure or breach is incapable of being cured within the stated time period, then Tenant shall have such additional period of time as is reasonably necessary to effectuate the cure so long as Tenant commences the cure within the stated time period and diligently and continuously prosecutes the same to completion; or

(iv) be adjudicated a bankrupt, file or have filed against it any petition in bankruptcy or be the subject of any proceedings in bankruptcy; or

(v) make a general assignment of Tenant's leasehold estate created hereby for the benefit of creditors; or

(vi) have its leasehold estate created hereby be taken in execution or by other process of law or have any receiver or trustee appointed, voluntarily or involuntarily, for the business and/or property of Tenant, and such execution or other process, receivership, or trusteeship is not discharged or ordered removed within sixty (60) days after the date Tenant shall receive actual notice thereof,

then, in any of such events, Tenant shall have committed an "Event of Default" under this Lease. Upon the occurrence of any Event of Default, Landlord may, at Landlord's option, in addition to

and not in derogation of any other remedy available to Landlord at law or equity, immediately or at any time thereafter, terminate this Lease by giving Tenant written notice thereof, and, thereupon, the rights of Tenant in and to the Leased Premises and the Building and all improvements thereon shall cease and end and title to the Building and any other buildings, structures and other permanent improvements constructed or placed on the Leased Premises and the fixtures annexed thereto shall, at the option of Landlord, vest immediately in Landlord, and Landlord may, to the extent permitted by law, without further notice or demand, or legal process, and without being deemed guilty of trespass, re-enter and take possession of the Leased Premises, the Building and all other improvements thereon and oust Tenant and any persons claiming under Tenant therefrom, and Tenant and all such persons shall quit and surrender possession of the Leased Premises, the Building and all improvements thereon to Landlord.

(b) Remedies. In the event that this Lease is terminated under any of the provisions contained in Section 15(a) or shall be otherwise terminated for breach of any obligation of Tenant, Tenant's liability for rent and other sums payable by Tenant hereunder with respect to the Leased Premises and the Building shall continue notwithstanding such termination and Tenant covenants to pay forthwith to Landlord, at Landlord's election, either:

(i) a sum which, at the time of such termination of this Lease, is equal to (A) the aggregate of the rent and other charges (including taxes, insurance, and costs of maintenance and repair of the Leased Premises and the Building) which would have been payable by Tenant for the period commencing upon such termination of this Lease and continuing through the date scheduled herein for termination had there been no Event of Default; minus (B) the aggregate fair market rental value of the Leased Premises and the Building for the same period after considering reasonable projections of vacancy rates and costs of leasing and making the Leased Premises and the Building acceptable to new tenants; or

(ii) sums equal to the rent and other charges (including taxes, insurance, and costs of maintenance and repair of the Leased Premises and the Building) which would have been payable by Tenant had this Lease not so terminated, payable upon the due date therefor specified herein following such termination, and continuing through the date scheduled herein for termination had there been no Event of Default, provided, however, that if Landlord shall re-let the Premises during said period, then Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, including reasonable attorneys' fees, as well as the reasonable expenses of re-letting, including altering and preparing the Premises for new tenants, reasonable brokers' commissions, and all other reasonable expenses properly chargeable against the Premises and the rental thereof. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder.

All amounts payable under this sub-paragraph (b) shall be in addition to all rent and other charges (including taxes, insurance, and costs of maintenance and repair of the Leased Premises and the Building) payable at the time of such termination, and all other damages suffered or incurred by Landlord on account of any Event of Default. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or

insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damages referred to above.

(c) Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

(d) Landlord's Right to Cure Breach. Landlord may, but shall not be obligated to, cure, at any time, without notice, any breach of this Lease by Tenant or any Event of Default committed by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing such breach or Event of Default shall be paid, as additional rent, by Tenant to Landlord on demand, together with lawful interest thereon, from the date of payment by Landlord to the date of payment by Tenant.

(e) Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared in writing by Landlord) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

(f) No Waiver, etc. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord. No consent or waiver, express or implied, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

(g) No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

Section 16. Condemnation

(a) Taking of the Building. If (i) the whole of the Leased Premises and the Building; or (ii) a portion of the Leased Premises which includes the land on which the Building is located are appropriated or condemned under power of eminent domain or by any competent authority for any public or quasi-public use or purpose during the term of this Lease, this Lease shall

terminate as of the date Tenant can no longer use the Leased Premises in the manner contemplated herein and the proceeds of such appropriation or condemnation shall be payable as follows:

(i) The holder of the mortgage on the Leased Premises shall be paid in full out of the proceeds of such taking;

(ii) Tenant shall be paid the next One Million Two Hundred Seventy Thousand Eight Hundred Twenty-Nine and 85/100 Dollars ($1,270,829.85) of such proceeds;

(iii) The remainder of such proceeds shall be split between the parties in accordance with the following percentages:

Landlord:	40%
Tenant:	60%

(b) Partial Taking. In the event that part of the Leased Premises shall be appropriated or condemned and the appropriation or condemnation shall include the Building, then the entire proceeds payable on account of such taking shall be paid to Landlord and this Lease shall continue in full force and effect, provided however, that if Tenant thereafter purchases the Leased Premises in accordance with the terms of this Lease, the purchase price as set forth in this Lease shall be reduced by the net amount received by Landlord on account of such taking.

Section 17. Holdover

In the event Tenant shall continue to occupy the Leased Premises or the Building after the last day of the term, such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only at a daily rate of rent equal to two times the rent and other charges in effect under this Lease as of the day prior to the date of expiration of this Lease.

Section 18. Partial Invalidity

If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19. Written Notices

Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be accomplished by hand delivery to the

address set forth below, or by postage prepaid certified mail, return receipt requested addressed as follows, or by nationally recognized courier service, addressed as follows:

To Landlord: Westport Realty, LLC
One Canal Plaza, Fifth Floor
Portland, ME 04101

with a copy to: Craig N. Denekas, Esq.
Perkins, Thompson, Hinckley & Keddy
One Canal Plaza, P.O. Box 426
Portland, ME 04112-0426

To Tenant: The Gage Company
3000 Liberty Avenue
Pittsburgh, PA 15201

with a copy to: Bernard H. Fishman, Esq.
Fishman Herrmann & Anderson
Chrysler Building
405 Lexington Avenue, 48th Floor
New York, NY 10174

Such notice, if delivered by hand to the above address, shall be deemed given when delivered, and, if given by certified mail or courier service, shall be deemed given when posted. Either party may change the address for notice by giving written notice thereof to the other party in the manner provided herein.

Section 20. Binding on Successors and Assigns

Except as otherwise provided in this Lease, all covenants, agreements, provisions, and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, and permitted successors and assigns.

Section 21. Captions

The captions of the sections in this instrument are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

Section 22. Surrender

Upon the expiration of the term of this Lease, or any earlier termination thereof, Tenant shall surrender to Landlord possession of the Leased Premises, the Building, and all improvements constructed and installed thereon in accordance with the terms of this Lease, provided that if Tenant shall not then be in breach of any of the covenants or conditions hereof, Tenant may, except as otherwise provided in Section 11 of this Lease, remove or cause to be

removed all personal property, trade fixtures and equipment used in the conduct of its business, all in accordance with and subject to the terms and conditions of Section 11 of this Lease.

Section 23. Quiet Enjoyment

Landlord agrees, covenants, and warrants that as long as Tenant faithfully performs the agreements, terms, covenants, and conditions of this Lease within the grace periods and extended periods for any unavoidable delays as set forth herein, Tenant shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord.

Section 24. Limitation of Liability

Notwithstanding anything herein to the contrary, Tenant agrees that all trade fixtures, equipment, and other personal property of whatever kind or by whomever owned that may be at any time located in or on the Leased Premises or the Building shall be at Tenant's sole risk or at the risk of those claiming by, through, or under Tenant, and that Landlord shall not be liable for any damage to or loss of the Building or such trade fixtures, equipment, or other personal property, including, without limitation, any damage or loss caused by negligence of Landlord or by theft, fire, water, explosion, sewer backup or any other hazards, insurable or uninsurable, foreseen or unforeseen, and ordinary or extraordinary, regardless of the cause thereof, and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. Landlord shall not be liable for any damage or loss resulting from business interruption at the Leased Premises and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. In no event shall Landlord be liable for incidental, consequential, or punitive damages. Without in any way limiting or impairing the effect of the other provisions of this paragraph, it is hereby agreed that Tenant shall neither assert nor seek to enforce any claim arising out of this Lease or out of the use or occupancy of the Leased Premises or the Building, against Landlord, its officers or members or any of its or their assets other than Landlord's interest in the Leased Premises and the Building and Landlord's insurance coverage, if any, thereon and Tenant agrees to look solely to such interest and insurance coverage, if any, for the satisfaction of any liability of, or judgment against, Landlord, its officers or members pursuant to any such claim.

Section 25. Short Form Lease

The parties will at any time, at the request of either party, and at such party's expense, promptly execute duplicate originals of an instrument, in recordable form, constituting a Memorandum of Lease contemplated by 33 M.R.S.A. § 201.

Section 26. Interpretation/Severance

This Lease shall be construed in accordance with the laws of the State of Maine without regard or reference to its conflicts of law provisions. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The neuter gender includes the masculine and the feminine.

Section 27. Entire Agreement

This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Leased Premises described above and this Lease may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors and assigns.

Section 28. Environmental Matters

Tenant shall not use, handle, store, or dispose of any toxic, hazardous, or dangerous materials, wastes, and substances, as the same may be so characterized from time to time by law or otherwise ("Hazardous Materials"), on the Leased Premises or in the Building other than the minimum quantities required for the operation of a plumbing supply wholesaler. Tenant covenants and agrees to abide by all laws concerning the use, handling, storage, or disposal of Hazardous Materials and to properly report and clean any spill or other contamination. Tenant also warrants that at the termination of this Lease, the Leased Premises and the Building shall be free of any toxic, hazardous, or dangerous contamination. The warranty hereunder shall survive the termination of this Lease and shall be in effect for as long as Landlord may be liable under applicable laws.

In the event of any contamination at the Leased Premises or the Building (except that caused by the conduct of the Landlord, its agents, employees, or contractors) occurring prior to or subsequent to the signing of this Lease or through the termination of this Lease or occurring after the termination of this Lease but arising out of Tenant's operations at the Leased Premises prior to the signing or termination of this Lease, Tenant shall pay the full costs of all investigations, studies, proceedings, and cleanup that may be required and shall pay to have the Leased Premises and the Building, as well as any affected areas contiguous to the Leased Premises and the Building, restored to its or their precontamination condition. Tenant's obligations under this Section shall survive the termination of this Lease.

Section 29. Restrictions on Tenant's Right to Mortgage

Tenant shall not have the right to mortgage, give any security interest in, or otherwise encumber this Lease, Tenant's interest or estate hereunder, or the Building or any other improvements located on the Leased Premises without Landlord's prior written consent. Any such mortgage, security interest or encumbrance created without Landlord's prior written consent shall be void and of no effect and shall constitute an Event of Default hereunder.

Section 30. Option to Purchase

So long as Tenant is not then in breach of any provision of this Lease, Tenant shall have the option, to be exercised by giving written notice to Landlord on or after July 1, 2000, but on or before December 31, 2002, to purchase the Leased Premises in accordance with the terms of this Section. Tenant agrees that time is of the essence in exercising its option to purchase and that if Tenant fails to give Landlord such written notice of exercise of its option to purchase the Leased

Premises between July 1, 2000 and December 31, 2002, Tenant shall be deemed to have waived its option to purchase the Leased Premises and the Tenant's option to purchase the Leased Premises shall be void and of no further force and effect. In the event Tenant exercises its option to purchase the Leased Premises, the purchase price for the Leased Premises shall be Eight Hundred Seventy-One Thousand Six Hundred Sixty-Eight and 06/100 Dollars ($871,668.06) (the "Purchase Price"), payable in immediately available U.S. funds at the closing. The closing of the sale of the Leased Premises shall occur no earlier than six (6) months and no later than seven (7) months after the date of delivery of Tenant's notice of exercise of the option under this Section.

Landlord will do no act nor permit anything to be done during the term of this Lease that will affect the state of title to the Leased Premises, other than acts related to financing secured by the Leased Premises which will be discharged or released at or prior to the closing. At the closing, the Leased Premises will be conveyed in "AS IS, WHERE IS" condition, with all faults, by quitclaim deed with covenant, free and clear of encumbrances (including any mortgage or other liens on the Leased Premises that are created by Landlord and including the mortgage currently held by Fleet Bank on the Leased Premises) other than those set forth on Exhibit B, attached hereto and made a part hereof. In the event Tenant notifies Landlord of any matter that renders Landlord unable to convey the Leased Premises as herein provided and such matter arose due to Landlord's actions and the matter would materially affect the continuation of the current use of the Leased Premises, Landlord shall be obliged at its cost and expense to attempt within 30 days to remedy the impediment to such conveyance. If, at the expiration of said thirty (30) day period, Landlord is still unable to convey the Leased Premises as herein provided, Tenant shall have the election to either (i) accept such conveyance as Landlord can make, with an appropriate deduction form the Purchase Price to reflect the diminishment in the value of the Leased Premises due to such impediment to title; (ii) rescind the Tenant's exercise of the option to purchase and, unless this Lease has otherwise been terminated by Landlord pursuant to the provisions of this Lease, continue as a tenant pursuant to and subject to the provisions of this Lease; or (iii) terminate this Lease.

Notwithstanding the above, if Tenant notifies Landlord of any matter that renders Landlord unable to convey the Leased Premises as herein provided and such matter is not shown on Schedule B, arose due to Landlord's actions, and the matter would materially affect the continuation of the current use of the Leased Premises, and if legal action is necessary to enable Landlord to cure such matter, Landlord shall take such action promptly at its cost and expense, whereupon the time for closing shall be extended for the period necessary for such prompt action. In any event, if, at the closing, any such matter can be liquidated and discharged by the payment of a sum of money, the same shall not be deemed an objection to title, but in that event Landlord shall allow at the closing an amount sufficient to liquidate such lien or encumbrance.

If Tenant exercises its option to purchase the Leased Premises and thereafter breaches its obligation to close on the purchase of the Leased Premises, and unless this Lease has otherwise been terminated by Landlord pursuant to the provisions of this Lease, Tenant shall continue as a tenant pursuant to and subject to the provisions of this Lease, but such continuation shall not limit Landlord's remedies for such breach of Tenant's obligation to close on the purchase of the Leased Premises.

THE GAGE COMPANY
3093 Piney Bluff Road
Library, PA 15129

Recd July 10

July 5, 2000

Westport Realty, LLC
One Canal Plaza, 5th Floor
Portland, ME 04101

Gentlemen:

Reference is made to the Ground Lease dated December 22, 1999 (the "Lease") between Westport Realty, LLC ("Landlord") and The Gage Company ("Tenant") relating to premises known as 172-174 St. John Street, Portland, ME 04104, more particularly described in the Lease in Exhibit A attached thereto (the "Leased Premises").

Tenant hereby exercises its Option to Purchase the Leased Premises from the Landlord pursuant to the terms of Section 30 of the Lease. Under those terms, the closing of the sale by Landlord to Tenant "shall occur no earlier than six (6) months and no later than seven (7) months" after the date of delivery of this notice. Please contact the undersigned to arrange for a closing date mutually convenient to Landlord and Tenant in compliance with the terms of the Lease.

Very truly yours,

Gary A. Van Luven
Vice Chairman

cc: Craig N. Denekas, Esq.
(Perkins, Thompson, Hinckley & Keddy)

0091500

BK15242PG059

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **I, Joseph F. Boulos**, of Falmouth, County of Cumberland and State of Maine, for **valuable consideration**, the receipt and sufficiency of which are hereby acknowledged, GRANT to **Westport Realty, LLC**, a limited liability company organized and existing under the laws of the State of Maine, the mailing address of which is c/o Boulos Property Management, One Canal Plaza, 5th Floor, Portland, ME 04101, with QUITCLAIM COVENANT, certain land, **but not the building thereon**, located in Portland, County of Cumberland and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof, **the ownership of said land and the building thereon having been severed by St. John Street Realty, and the building located on said land, but not said land, having been previously conveyed by said St. John Street Realty to The Gage Company by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

WITNESS my hand and seal this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness
Printed Name:

Joseph F. Boulos

STATE OF MAINE
County of Cumberland, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name: Paul D. Pierce

BK15242PG060

Exhibit A

Joseph F. Boulos to Westport Realty, LLC

POOR ORIGINAL

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

BK15242PG061

Thence S 79° 29' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to Joseph F. Boulos by Deed of St. John Street Realty of even or near date, to be recorded in the Cumberland County Registry of Deeds.

POOR ORIGINAL

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 DEC 23 AM 11:08
CUMBERLAND COUNTY
John B Obrien

QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **St. John Street Realty**, a Maine general partnership organized and existing under the laws of the State of Maine and having a place of business in Portland, County of Cumberland, and State of Maine, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to **Joseph F. Boulos**, of Falmouth, County of Cumberland, and State of Maine, whose mailing address is c/o Boulos Property Management, One Canal Plaza, 5th Floor, Portland, ME 04101, with QUITCLAIM COVENANT, certain land, **but not the building thereon**, located in Portland, County of Cumberland, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof, **the ownership of said land and the building thereon having been partitioned by the Grantor in severing the ownership of said land and said building, and the building located on said land, but not said land, having been previously conveyed by the Grantor to The Gage Company by deed of even or near date to be recorded in the Cumberland County Registry of Deeds.**

Said land is hereby conveyed subject to such matters as are set forth on Exhibit B, attached hereto and made a part hereof.

To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455 that said building shall be and remain separate personal property severed from the land on which said building is located and no interest in the personal property is being conveyed by this deed.

IN WITNESS WHEREOF, the said St. John Street Realty has caused this instrument to be sealed with its partnership seal and signed in its partnership name by Joseph F. Boulos, its general partner, thereunto duly authorized, this 22 day of December, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ST. JOHN STREET REALTY

Witness

By:
Joseph F. Boulos
Its General Partner

COUNTY OF CUMBERLAND, SS. December 22, 1999

Then personally appeared the above-named Joseph F. Boulos in his capacity as General Partner of St. John Street Realty, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said partnership.

Before me,

~~Notary Public~~/Maine Attorney-at-Law
Printed Name: Paul D. Pietropaoli

BK15242PG057

Thence S 79° 29' 50" E 103.30' by and along the northerly sideline of said Harvey Associates land to a point on the westerly sideline of said St. John Street;

Thence N 10° 31' 10" E 60.00' by and along the westerly sideline of said St. John Street to the point of beginning.

Meaning and intending to describe a parcel of land containing 147,404 square feet (3.4 acres, more or less) and being the same premises conveyed to St. John Street Realty by deed of RDJ Realty dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7112, Page 170.

POOR ORIGINAL

BK15242PG056

Exhibit A

St. John Street Realty to Joseph F. Boulos

POOR ORIGINAL

A certain lot or parcel of land situated on the westerly side of St. John Street, so called, in the City of Portland, County of Cumberland, State of Maine and being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of said St. John Street, said iron marking the southeasterly corner of land now or formerly of A. M. Cesario;

Thence N 79° 28' 50" W 108.30' by and along the southerly sideline of said Cesario to a point to be marked by an iron rod at the southeasterly corner at land now or formerly of Maine Central Railroad;

Thence continuing on a course of N 79° 28' 50" W 215.27' by and along the southerly sideline of said Maine Central Railroad and passing through a railroad rail monument to a point which is 20' easterly of the centerline of the present Maine Central Railroad tracks;

Thence S 7° 5' 39" W 734.45' by and along the easterly sideline of said Central Maine Railroad Company land and being on a line 20' easterly of and parallel to the centerline of the present Maine Central Railroad tracks to a point;

Thence S 79° 2' 4" E 167.56'by and along retained land of the Grantor to a set iron rod at the most northerly corner of land now or formerly of Adele S. Aronson, said iron also marking the most southwesterly corner of land now or formerly of Donald C. Moody;

Thence N 10° 57' 56" E 492.59' by and along the westerly sideline of said land of Moody and the westerly sideline of land now or formerly of David Matlock and the westerly sideline of land now or formerly of Susan T. Goldberg to a point at the northwesterly corner of said Goldberg land and the southwesterly corner of land now or formerly of Robert W. Curlew;

Thence N 10° 31' 10" E 181.87' by and along the westerly sideline of said Curlew land and the westerly sideline of land now or formerly of Harvey Associates to a point at the northwesterly corner of said Harvey Associates land;

BK15214PG058

EXHIBIT B

1. Such state of facts as disclosed on a plan entitled "Land Title Survey of Redlon Johnson Building, 172-174 St. John Street, Portland, Maine for Boulos Co., 2 City Center, Portland, Maine 04101, dated December 8, 1993.

2. Easement reserved in deed from RDJ Realty to St. John Street Realty dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 2.

3. Drainage Maintenance Agreement by and among St. John Street Realty, RDJ Realty and the City of Portland dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 167.

4. Rights and easements granted by RDJ Realty to St. John Street Realty by instrument dated February 7, 1986 and recorded in said Registry of Deeds in Book 7112, Page 170.

5. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 9, 1986 and recorded in said Registry of Deeds in Book 7369, Page 112.

6. Multiple Services Agreement by and between St. John Street Realty and Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 100.

7. Easement granted by St. John Street Realty to Portland Water District dated December 19, 1986 and recorded in said Registry of Deeds in Book 7589, Page 101.

8. Mortgage and Security Agreement granted by St. John Street Realty to City of Portland dated December 23, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7016, Page 6 and related Assignment of Landlord's Interests in Leases dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 43, and Non-Disturbance, Attornment and Subordination Agreement by and among Maine National Bank, The Westco Corporation, and St. John Street Realty dated December 18, 1985 and recorded in Book 7016, Page 35; as affected by Assignment of Loan Agreement, Note, Mortgage and Lease assignment from the City of Portland to Maine National Bank dated December 23, 1985 and recorded in said Registry of Deeds in Book 7016, Page 56 and by Partial Release of even or near date executed by Fleet Bank of Maine (as successor in interest to Maine National Bank) to be recorded in the Cumberland County Registry of Deeds.

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 DEC 23 AM 11:07
CUMBERLAND COUNTY
John B O'Brien

City of Portland
Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
(207)874-8721 or (207)874-8719
Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date: 10-25-00

To: RON BURT

Company: ALLIANCE

Fax #: 885-0896

From: BILL NEEDELMAN

RE: REDLON & JOHNSON ENGINEERING COMMENTS

YOU SHOULD RECEIVE _____ PAGE(S),
INLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL (207)874-8721 OR (207)874-8719.

12
5200 +/-

PLANNING REPORT #2-01

WAREHOUSE AND STORAGE EXPANSION

SITE PLAN AND SITE LOCATION OF DEVELOPMENT REVIEW

REDLON JOHNSON, APPLICANTS

Submitted to:

Portland Planning Board
Portland, Maine

January 9, 2001

I. INTRODUCTION

Redlon and Johnson Co. requests a workshop review for a proposed 10,734 square foot building addition to their existing plumbing supply facility at 172-174 St. John Street. The development will be an extension of their current use, providing better truck circulation and loading with additional interior storage. The applicant also proposes a pavement expansion over an existing exterior storage area adjacent to the building addition. This project is being reviewed for site plan review and Site Location of Development review under local delegated authority.

This project was developed in 1985 with a total of 2.9 acres of new impervious surface. The new addition and new paved exterior parking area will combine to create 3.28 acres of new impervious surface since 1985, thus qualifying the project for Site Location of Development review. As an industrial development of less than 20,000 square feet, this project would ordinarily be reviewed at the staff level, but due to the need for Site Location review, the applicant requests Planning Board review.

Title Issues:

The applicant has provided deeds showing evidence of ownership of the subject building, and a letter exercising an option to purchase the land. The option is referenced to a Ground Lease between the owner, Westport Realty, and the tenant, The Gage Co., but the lease document has not been provided. Planning staff has informed the applicant that sufficient evidence of development rights should be provided prior to Public Hearing. Planning Staff and Corporation Counsel recommend a condition of approval that the applicant provide a copy of the lease prior to issuance of the building permit.

Site Description

The site contains approximately 3.38 acres of land adjacent to the Maine Central Rail Road right of way west of St. John Street. The subject parcel abuts commercial parking to the north (behind the former rail road office complex,) the railroad right-of-way to the west, the Century Tire complex to the south, and St. John Street commercial uses to the east. The land has 60 feet of frontage on St. John Street providing access to a private drive heading westerly to the existing Redlon and Johnson parking lot.

The site is dominated by the existing building; a 52,272 square foot industrial/storage building with a large wholesale show room. A 65-space customer and employee parking lot occupies the northerly end of the parking lot, which is connected to a partially paved exterior storage area at the southerly end of the site by a paved drive. The existing loading bays are located in the interior

of the building and present extreme difficulty to the drivers currently trying to access the loading platforms.

Project Description

The project proposes to construct a one-story metal building addition on the rear (south) end of the existing building. The area of the proposed addition is currently being used for exterior storage and it is proposed that some of the material that is currently being stored outside will, in the future, be stored in the addition. Three new loading bays will be incorporated in the addition, facilitating the loading and unloading of large trucks.

Building elevations are attached.

Zoning:

The IMB zone requires that paving must be set 10 feet back from property lines. The proposed pavement at the exterior storage had previously violated this provision, but the applicant has changed the plans to include a 10-foot buffer of crushed stone at the boundary. The crushed stone area will be used for exterior storage, and will continue to be considered as impervious surface.

II. SUMMARY OF FINDINGS

Lot Size:	3.38 acres+/-
Building Size:	52,272 square feet (existing)
	10,734 square feet (proposed)
Zoning:	IMB
Parking:	64 spaces (existing, no additional spaces proposed)
New Impervious:	5,225 square feet (new pavement)
Existing	
Impervious:	52,272 square feet (building)
	74,488 square feet (pavement)
	126,760 square feet (total existing)
Post-Devel.	
Impervious:	131,985 square feet (total)

III. SITE PLAN REVIEW

Representatives from the Planning, Public Works, and Fire Departments have reviewed the plans. Comments from these departments are incorporated into the Planning Board Report.

1. Traffic/Circulation

Vehicle access to the site is provided via an existing access drive from Warren Avenue to customer parking in front of the building. Truck access is provided around the rear of the building to the exterior storage areas. Currently, trucks back into interior loading bays located mid-way on the westerly side of the building. Planning staff, while visiting the site, observed trucks having significant difficulty accessing the existing bays.

The new addition will include new loading bays, greatly improving truck circulation.

Pedestrian circulation is provided across the front of the parking area to the customer show room. St. John Street has recently been rebuilt, and sidewalks are in excellent condition.

The traffic engineer has reviewed the plans and finds that the access and circulation is satisfactory.

2. Bulk, Location, Height of Buildings

The addition will follow the roofline of the existing structure and is approximately 20 ft. high. Like the main structure, the addition is a metal-sided industrial building that is not anticipated to have negative impacts on neighboring properties.

3. Utilities, Easements, Solid Waste

The site will be served from existing utilities on-site.

The site is subject to a surface drainage easement for the benefit of St. John Realty Co. that runs along the westerly boundary of the site. The easement will not be impacted by the proposed development.

Solid waste is handled with existing dumpsters which, according to the applicant, are to be stored in side.

4. Landscaping

The applicant's plan shows no additional landscaping.

5. Stormwater/Wetlands

The site is largely flat and currently drains southerly through an existing underground system which eventually outlets off-site into the Fore River. The system starts as a 12-inch pipe at the easterly edge of the customer parking area. The pipe flows down to the westerly truck access drive with a series of catch basins, turning southerly, eventually exiting the site and continuing to the separated City system which outfalls to the Fore River near the Veteran's Bridge. The pipe increases in size as the system flows southerly, starting as a 12-inch pipe at the parking area, and exiting the site as a 27- inch pipe. The oversized nature of the system provides detention, since, according to the applicant, the outlet orifice reduces to an 18-inch diameter, thus restricting flow. Very little additional stormwater will be generated by the proposed addition and paving, and no existing stormwater problems are apparent. Currently, no stormwater treatment is provided.

The applicant proposes to add a new catch basin near the addition, and will be outfitted with a gas hood. Additionally, in response to Planning Staff concerns for increased storm water treatment, the applicant has added "tee" outlets to the existing catch basins in the customer parking area to catch floatables and provide some TSS removal. See up-dated Stormwater Quality Report, Attachment #9. Planning Staff and DRC, Steve Bushy have concerns that more storm water treatment should be provided. See DRC memo dated January 5, 2001, Attachment #12.

The applicant bases their use of the modified catch basin approach for storm water treatment on (1) the fact that no quantified TSS removal rate is specified under the ordinance; and (2) the fact that the DEP no longer gives the Vortech-type structures a quantified rate of removal. Planning Staff recommends a higher level of stormwater treatment based on (1) the fact that both local and state standards require "no adverse impact" as part of larger scale development- regardless of Chapter 500 guidelines; and (2) the fact that, according to the DRC, the Vortech-type structures will provide greater treatment levels over the modified catch basin design.

The Board will need to determine if the modified catch basin treatment method satisfies the Site Plan Standards and the Site location of Development Standards. See the Site Location Review section below.

6. Lighting

The parking area has two large steel light poles with box-type cut-off fixtures and the building has typical non cut-off wall-mounted fixtures. No lighting information has been provided for the area of new construction. Staff suggests a condition of approval that a lighting plan for the addition area be provided.

7. Fire Safety

Fire Safety has reviewed the development proposal and finds the design acceptable.

8. Industrial Development

The proposed low impact industrial development will not create any adverse environmental consequences, including any substantial diminution to the value or utility of neighboring structures.

9. Environmental Impact

Since the last workshop on this project, the applicant has submitted supporting information regarding stormwater treatment. See the Storm Water Section Above and the Site Location of Development Section below.

IV. SITE LOCATION OF DEVELOPMENT REVIEW

The existing building and paved areas were developed in 1985, resulting in +/-2.9 acres of new impervious surface. The new development, which adds 5,225 square feet of new pavement and crushed gravel, pushes the site over 3 acres of impervious surface, thus qualifying the site for Site Location of Development review. DEP project manager, Alex Wong has provided a letter, which approves delegated authority for this project; but additionally, suggests that the applicant provide greater TSS removal. See Attachment #11.

Although, additional parking is not proposed with this development, planning staff is requesting that the applicant be required to install a stormwater treatment structure to treat the stormwater currently exiting the existing parking area. While Site Location regulations do not require a quantified reduction of TSS for facilities which outlet into the Fore River (a coastal wetland, not designated as at-risk,) planning staff bases the request for stormwater treatment on the City's technical standards for stormwater management –treatment for parking areas over 25 spaces- and Site Plan Standard #20 – no adverse environmental impact. Additionally, local Site Location of Development Standards includes a no adverse environmental impact clause- comparable to Site Plan Standard #20.

DRC, Steve Bushy, has reviewed the latest storm water submittal and suggests that the Board require a Vortech-type structure. See DRC memo and suggested condition of approval.

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and information submitted by the applicant and on the basis of information contained in Planning Report #2-01, the Planning Board finds:

- That the site plan is in conformance with the Site Plan Ordinance of the Land Use Code; subject to the following conditions of approval:

  That the applicant submit a current land lease or other proof of right, title, or interest for Corporation Counsel's review and approval; and

  That the applicant submit a lighting plan for the proposed addition area for Planning Staff Review and approval; and,

- That the plan is in conformance with the Standards for Local Site Location of Development Review; subject to the following conditions of approval:

  That the applicant provides a revised stormwater management plan for the DRC's review and approval. The revised plan shall show a Vortech-type treatment structure and address concerns outlined in the attached DRC memo dated January 5, 2001.

Attachments:

1. Written Statements
2. Utility capacity letters
3. Storm Water Information
4. Letter of Financial Capacity
5. Deed Information
6. Engineering review
7. Aerial Photo
8. DEP Notice
9. Revised stormwater quality report
10. Updated title information
11. DEP letter
12. DRC Memo, dated January 5, 2001
13. Standards for Local Ste Location of Development Review
14. Plans

Att 1.1

Alliance
CONSTRUCTION
INCORPORATED

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

10 October 2000

Sara Hopkins, Development Resource Services Manager
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: Redlon & Johnson
172-174 St. John Street
Portland, Maine

Dear Mrs. Hopkins:

We reference section 14-525 of the Portland Code with the following:

(b,3,c) Written Statements:
The cost of the development is currently estimated to be approximately $450,000.
Applicant: Redlon & Johnson
172-174 St. John Street
Portland, Maine
(207) 773-4755

(b,3,c,1) The proposed project will consist of a 10,734 SF building addition. This addition is an extension to, and increase of existing material storage/handling space. This project is not intended to increase employment or office space (with associated facilities).

(b,3,c,2) The current site, bounded on the east by St. John Street & properties 3978/237, 3361/335, 3496/311, 6145/462, 6374/221; on the south by properties 8192/198; on the west by Maine Central Railroad; on the north by Maine Central Railroad & properties 4595/110 is 147,233 square feet in size. The proposed buildings structure will use 10,734 SF of the available land area.

(b,3,c,3) There are four easements affecting this property. (1) Easement to Central Maine Power Co. and New England Telephone and Telegraph Co., (2) Drainage Maintenance Agreement, (3) Reserved Access Easement, (4) Storm Water Drainage Easement. None of the above easement will be encroached upon or effected. This proposed project requires no future easements.

(b,3,c,4) This project is an expansion of storage area and is not expected to increase solid waste volume. Presently this facility uses two 8x6 dumpsters that are moved into the build the day before trash removal. The dumpsters are returned to their final position before trash removal. The dumpsters will be located near the new gate to the storage yard. Since the dumpsters are being constantly moved from

position to position and are located to the rear of the complex, they are not screened off.

(b,3,c,5) Evidence of off – site utilities is indicated by the letters submitted, under Tab #1 of this binder.

(b,3,c,6) Stormwater is currently being drained by sheet flow to several on-site catch basins. Please refer to proposed site plan for planned stormwater management. A Stormwater Management Report, by Alliance Construction, prepared by Paul R. LaRochelle, P.E., under Tab #2.

(b,3,c,7) Construction is planned for a early-November 2000 start and a March 2001 completion. We anticipate that the foundation will be re-enforced concrete footings & foundation walls with a slab on grade. The building structure will be a pre-engineered metal building with a rigid steel super structure, metal panel siding and a standing seam metal roof.
Erosion control devices will be installed prior to any construction work, and will be maintained throughout the construction duration.

(b,3,c,8) We do not anticipate that any state or federal agency approvals would be required for this project. The only approvals that this project should require are at the local level and the state Fire Marshall.

(b,3,c,9) Evidence of financial capacity is attached, under Tab #3.

Construction and design services are being provided by Alliance Construction, Inc., under the direction of Gary R. Guerette, P.E., Vice President of Design-Build Services.

(b,3,c,10) Evidence of the applicant's right, title, or interest to the project is enclosed behind Tab # 4.

(b,3,c,11) There are no known unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site.

There is no traffic study required for this project. This proposed project does not increase traffic into or out of the property. This project's only purpose is to increase the amount of enclosed/covered storage capacity.

Sincerely,

Ronald G. Burt, Design-Build Project Coordinator
Design-Build Services

Alliance
CONSTRUCTION
INCORPORATED

A+ 1.3

Headquarters: 160 Pleasant Hill Road • Scarborough, ME 04074 • Tel: (207) 885-0855 • Fax: (207) 885-0846
220 Forbes Road, Suite 108 • Braintree, MA 02184 • Tel: (781) 849-9380 • Fax: (781) 849-9381
953 Islington Street • Portsmouth, NH 03801 • Tel: (603) 431-3638 • Fax: (603) 431-3615
www.allianceconst.com

November 8, 2000

William B. Needelman, Planner
City of Portland, Planning Departtment
389 Congress Street
Portland, Maine 04101
(207) 874-8722

Re.: Redlon & Johnson
172-174 St. John Street

# of pages including this sheet: 7 Plus 3 sets of Site Drawing

Dear Mr. Needelman:

This letter is to follow up and response to the engineering comments made by Anthony Lombardo. In the correspondence I received from your office there are 5 outstanding questions at this time that prevents further site plan review. It is my hope that this letter and the attached drawings will resolve these questions and allow the review process to continue and be completed in the near future.

The first question asked about the outfall location of the existing catch basin, etc. I have attached drawing "Title Survey" sheet 1 of 1 (dated 2/7/86). This drawing shows the information in questions. The second question asked about the easements. Please see drawing titled "Land Title Survey" (dated 12/3/93) and documentation of listed easements 3b & 3c. The third questions asked about identifying abutting properties, please see the attached drawing "Standard Boundary Survey" (dated 6/12/96) for this information. The fourth questions comments on the new and old building are indistinguishable. We have revised drawing C-2 providing a box around the new construction with the comment "Limit of work". The fifth and final remark is responded with both revised drawing C-2 and the verbiage that no construction will take place at or near the property entrance on St. John Street.

Hopefully all of the attached information is what you need to continue the site review process for this project. Thank you for all your help and effort on our behalf with this project. If you should have any questions, please do not hesitate to call.

Sincerely,

Ronald G. Burt

Ronald G. Burt, ***Design-Build Project Coordinator***
Design Build Services
Ron@allianceconst.com

cc: file

Att 2.1

Department of Public Works

William J. Bray
Director

CITY OF PORTLAND

3 October 2000

RECEIVED
OCT - 5 2000
ALLIANCE CONSTRUCTION, INC.

Mr. Ronald G. Burt,
Design-Build Project Coordinator,
Alliance Construction, Incorporated,
160 Pleasant Hill Road,
Scarborough, Maine 04074

RE: The Capacity to Handle Wastewater Flows, from the Proposed Addition to the Redlon &Johnson Facility, 172-174 St. John Street.

Dear Mr. Burt:

The existing ten-inch diameter concrete sanitary sewer pipe located in St. John Street has adequate capacity to transport the anticipated wastewater flows of zero GPD, from your proposed addition to the Redlon & Johnson facility. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of zero GPD, from your proposed expansion of the Redlon & Johnson facility.

Anticipated Wastewater Flows from the Proposed Warehouse Expansion	
Proposed .28 Acre Warehouse Expansion	= 0 GPD
Total Proposed Increase in Wastewater Flows for this Project	**= 0 GPD**

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and the Maine D.E.P., requires C.S.O. abatement, as well as stormwater mitigation, in order to offset any increase in sanitary flows, from all projects.

If I can be of further assistance, please call me at 874-8832.

Sincerely,
CITY OF PORTLAND

Frank Brancely

Frank J Brancely, B.A., and M.A.
Senior Engineering Technician

FJB

cc: Joseph E. Gray, Director, Department of Planning, and Urban Development, City of Portland
William Needleman, Planner, Department of Planning, and Urban Development, City of Portland
Katherine A. Staples, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Anthony W. Lombardo, P.E., Project Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Desk file

O:\Engshare\CSO\172 St. John St.Doc

AH2.2

Troy F. McDonald
Right-of-Way Specialist

verizon

Verizon Maine
5 Davis Farm Road
Portland, ME 04103

Phone 207.797.1785
Fax 207.797.1098
troy.f.mcdonald@verizon.com

October 10, 2000

Ron Burt
Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

RE: ***Adequate Facilities – Proposed Expansion to Redlon & Johnson, St. John Street, Portland, Maine***

Dear Mr. Burt:

In accordance with your recent request please be advised that our engineering department has reviewed the facility records for the proposed expansion of the Redlon & Johnson facility located on St. John Street in Portland.

Based upon their findings we have adequate facilities to provide for present and future requirements utilizing the very latest in telecommunications technology.

If you have any questions, do not hesitate to call. You can reach me at (207) 797-1785.

Sincerely,

Troy F. McDonald
Right-of-Way Specialist

Att 2.3

TIME WARNER CABLE

RECEIVED
SEP 27
ALLIANCE CONSTRUCTION, INC.

Ron Bert
Alliance Construction
160 Pleasant Hill Rd
Scarborough, ME 04074

Dear Ron,

This letter is to inform you that 172 Saint John St in Portland has existing service with Time Warner Entertainment and will be able to service the addition to the building if requested.

Sincerely,

Debra Paiement
Supervisor of Coordination and Design

A42.4

Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Mr. Ron Burt
Alliance Construction, Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074

Re: 172-174 St. John Street Expansion, Portland

Dear Ron:

The Portland Water District has a 16" water main in St. John Street, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 86 psi; residual pressure 73 psi; with a flow of 1434 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands.

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

Recycled Paper

AH2.5

Central Maine Power, Customer Service Center
162 Canco Road, Portland, Maine 04103
1-800-750-4000

RECEIVED
SEP 26
ALLIANCE CONSTRUCTION, INC.

September 22, 2000

Alliance Construction Inc.
160 Pleasant Hill Road
Scarborough, Maine 04074
Attn: Ron Burt

Subject: 172-174 St. John Street, Portland
Ridlon & Johnson Building

Dear Ron:

This letter is to advise that Central Maine Power Company has sufficient three phase electrical capacity in the area to serve the subject project.

When plans are available, please forward them to me so that I can coordinate our utilities with your project.

If you should have any questions, please feel free to call me at 791-8025.

Sincerely,

Gary Crabtree
Energy Services Advisor

GC/rr

A+2.6

Northern Utilities, Inc.

September 22, 2000

Mr. Ron Burt
Alliance Construction
Via fax 207-885-0846

RE: Ability to Serve Proposed Addition to Redlon & Johnson, 172-174 St. John St., Portland, ME

Dear Ron:

Northern Utilities Natural Gas has adequate capacity to serve the gas load requirements for the above referenced project.

Please have the total new connected gas load sent to my attention when the information becomes available.

Thank you for inquiring about gas service. If you have any questions please feel free to call me directly at 797-8002 or 1-800-924-8002.

Sincerely,

NORTHERN UTILITIES

Bill Howard
Sales Representative

325 West Road P.O. Box 508 Portsmouth, NH 03802-0508 603-436-0310 Fax: 603-436-9473
1075 Forest Avenue P.O. Box 3586 Portland, ME 04104-3586 207-797-8002 Fax: 207-878-3598
A subsidiary of Bay State Gas Company

AH 3.1

STORM WATER MANAGEMENT REPORT

For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

Prepared For

Redlon-Johnson
172-174 St. John Street
Portland, Maine

Prepared By

Alliance
CONSTRUCTION
INCORPORATED

160 Pleasant Hill Road
Scarborough, Maine 04074
Tel. (207) 885-0855 Fax (207) 885-0846

September 12, 2000

AH 3.2

TABLE OF CONTENTS

A+3.3

A. Narrative

1. *Objective*

The objective of this report is to evaluate the impact of the proposed building expansion with respect to on-site and off-site stormwater runoff. A comparison of the pre-development stormwater runoff, to the post-development stormwater runoff is made. This report includes:

- supporting calculations;
- tables and charts utilized for the predevelopment and post-development stormwater runoff analysis;
- the proposed stormwater management system design; and
- calculations which support the design of the stormwater drainage system proposed for this development.

2. *Project Description*

The proposed development is located at 172-174 St. John Street. The site consists of approximately 3.38 acres of land. The proposed Site Plan includes expanded warehousing facilities totaling 0.28 of an acre of building footprint. Other associated improvements include a retaining wall for the back wall of the warehouse expansion.

3. *Existing Drainage Conditions*

The existing drainage runoff (3.38 acres) flows into the on-site existing catch basins and existing storm water piping. The runoff is collected by the existing storm system on site. There is a drainage system existing on the site. Refer to the Pre-development (Existing Conditions Plan).

The peak drainage runoff rated for this site, for the pre-development conditions, is based on:

- Runoff rates for the existing soil type is irrelevant since the entire area is impervious;
- Drainage runoff contributory areas;
- Type and condition of ground coverage is impervious pre-and post-development;
- Intensity-frequency-duration curves for Portland, Maine;

- Time of concentration for each drainage sub-area (it is assumed that the minimum time of concentration is five minutes for all points within the watershed to make it's way to the point of collection) and;
- Size of each drainage sub-catchment area within the watershed.

The pre-development peak flow is analyzed for the site under existing conditions, so these peaks can be compared with the calculated peak rates for the post-development conditions. All analysis is performed using the United States Department of Agriculture – Soil Conservation Service (USDA SCS), Type III, 24-hour storm distribution, for the design year storms 2, 10 and 25.

4. Proposed Drainage Conditions

The stormwater runoff from the proposed development will be collected in a closed drainage system. The system will have catch basins with Casco traps outflowing to the stormwater pipe system.

5. Stormwater Runoff

Methodology

This analysis evaluates the impact of the proposed development with respect to the predevelopment and post-development stormwater runoff. Comparison of the predevelopment stormwater runoff, to the post-development stormwater runoff is made and a proposed stormwater management system is designed to reduce the effects of increased stormwater runoff from the proposed development. The predevelopment and post-development stormwater runoff rates for the project site are determined for the 24-hour USDA-SCS, Type III rainfall distribution for the 2, 10 and 25-Year Storms.

Stormwater runoff analysis is based on the USDA-SCS methods as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Interior storm drainage design is based on the Rational Method.

Peak discharge hydrographs for the overall project site were calculated for the predevelopment and post-development conditions. Runoff curve numbers were determined for the land use. This was done for the pre- and post-development conditions. The time of concentration for the pre- and post-development conditions were determined based on current land use and topography. A five minute minimum time of concentration was assumed for design purposes. This represents a minimum "worst case" situation. Since the runoff would be directed to storm inlets and concentrated in a closed drainage system with a short hydraulic length and since each catchment area is relatively small in extent this assumption is reasonable.

The coefficient of runoff for each area used is based on land use. The project site is one storm drainage system catchment area. The storm collection system piping is to remain

the same size but relocated to accommodate the new addition. The new catch basin is then routed to the existing drainage pipe. The hydrograph at the point of discharge is then compared with the pre-development peak runoff.

6. Summary

The results of the detailed analysis and comparison of the pre-development and post-development runoff for the site drainage is as follows:

Table 1: Site Analysis: Pre & Post-Development Peak Rates of Runoff

Design Storm Frequency	2-Year	10-Year	25-Year
Pre-development Conditions: On-Site Drainage (3.38 acres)	11.2 cfs	15.7 cfs	18.2 cfs
Post-development Conditions:			
On-Site Drainage (3.38 acres)	11.5 cfs	16.1 cfs	18.5 cfs
Post-development Change On-Site Drainage	+0.3 cfs	+0.4 cfs	+0.3 cfs

B. Hydrologic Site Analysis – Drainage & Detention System Design

1. Drainage Analysis Basis

The stormwater runoff analysis is based on the United States Department of Agriculture – Soil Conservation Service (USDA-SCS) methodology, as described in "Urban Hydrology for Small Watersheds" 2nd Edition, Technical Release-55 (TR-55). Detailed discharge hydrographs for the 2, 10, & 25 Year Storm Frequency are provided.

2. Watershed/Drainage Area Data (Project Site)

Total Site Drainage Area:	3.38 acres.
Storm Distribution	SCS 24-hour, Type III.
Return Period / Precipitation:	2-Year (4.0")
	10-Year (5.3")
	25-Year (6.0")

3. Stormwater Management

The stormwater management plan goal is to maintain the post-development runoff to pre-development flow rated and to improve drainage runoff water quality. Drainage runoff has been slightly increased by the proposed design. Drainage quality will be improved due to a more stabile surface material.

- Drainage runoff directed on-site has been increased. The increased runoff will be collected by on-site catch basins. In the pre-development state approximately 3.38 acres drained towards the closed drainage system located within the property. In the post-development state this area has been maintained 3.38 acres. The proposed run-off area drains into existing catch basins as before.

- Drainage runoff from the improved site is directed overland to the existing catch basins. The new roof drain is tied directly into the closed system. This system of storm water management improves the quality of the water leaving the site by directing it from the roof directly into the system. This reduces the area of street generated contaminants.