



Level II – Site Plan Application
to
City of Portland Planning Board

Great Diamond Island Marine Ramp
West Shore Drive
Great Diamond Island, Maine

on behalf of

City of Portland
Department of Public Services
55 Portland Street
Portland, ME 04101

and

Diamond Cove Homeowners Association
8 McKinley Ct.
Great Diamond Island, ME 04109

November 2014



November 14, 2014
09405

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

Application for Level II - Site Plan Permit
Proposed Marine Ramp on Great Diamond Island for City of Portland

Dear Ms. Barhydt:

On behalf of the City of Portland Department of Public Services, we have prepared this application for Level II – Site Plan Permit approval in the Island Residential Zone (IR-1). The application is in regard to a proposed marine ramp located on Great Diamond Island in Casco Bay. The proposed marine landing would be in the same location as the existing island landing, which has historically been used by the City of Portland Department of Public Services for the landing and loading of equipment and materials. The landing will be used by the City and the Diamond Cove Homeowners Association. The City of Portland permitted and constructed a similar landing on Cushing Island, which has greatly improved the capabilities of the Department of Public Services in providing essential services to the Island.

The proposed ramp will consist of 18-foot wide concrete planks and a bituminous paved apron connecting the ramp to the existing West Shore Drive. The total length of the concrete portion of the ramp will measure approximately 112 feet, and will terminate approximately 0.6 feet above the mean low water elevation. The development area would best be described as a gravelly beach area with rock outcrops. The landing will not include any buildings, piers, wharfs, docks, floats, lights or pilings, and will be limited to a basic concrete ramp system with a minimal visual profile. The development area would be best described as a gravelly beach area with rock outcrops.

We have included site development drawings of the proposed landing in plan, profile, and section view, and have attached other pertinent site information including photographs, location maps, and other technical data. We have also submitted a Permit-By-Rule Application with the Maine Department of Environmental Protection, Application for Marine Construction Permit with the Portland Board of Harbor Commissioners, and Application for Programmatic General Permit with the U.S. Army Corps of Engineers. Since this is a City project, the Department of Public Services will coordinate directly with the Planning Department regarding any application fees or direct expenses.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink, appearing to read "Owen A. McCullough". The signature is fluid and cursive, with a large initial "O" and a long, sweeping tail.

Owens A. McCullough, P.E.; LEED A.P.
Vice President of Engineering and Project Development

OAM:ach/lfg
Enc.

cc: Michael Bobinsky, City of Portland Department of Public Services
Matthew Hoffner, DCHA

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Exhibit 1

Application Form and Agent Authorization



Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

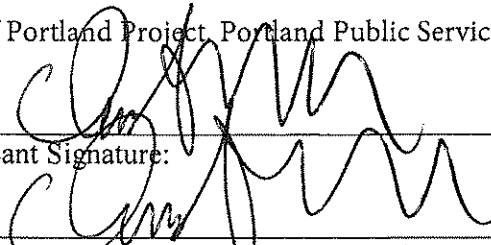
Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

*City of Portland Project, Portland Public Services to coordinate with Inspections for fee waivers.


 Applicant Signature: _____
 I have provided digital copies and sent them on: _____

10-22-11
 Date: _____
 10-22-11
 Date: _____

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.



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

Planning and Urban Development Department
Planning Division

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

Level II: Site Plan Development includes:

- New construction of structures with a total floor area of less than 10,000 sq. ft. in all zones, except in Industrial Zones.
- New construction of structures with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Any new temporary or permanent parking area, paving of an existing unpaved surface parking area in excess of 7,500 sq. ft. and serving less than 75 vehicles, or creation of other impervious surface area greater than 7,500 sq. ft.
- Building addition(s) with a total floor area of less than 10,000 sq. ft. (cumulatively within a 3 year period) in any zone, except in Industrial Zones.
- Building addition(s) with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Park improvements: New structures or buildings with a total floor area of less than 10,000 sq. ft., facilities encompassing an area of greater than 7,500 sq. ft. and less than 20,000 sq. ft. (excludes rehabilitation or replacement of existing facilities).
- New construction of piers, docks, wharves, bridges, retaining walls, and other structures within the Shoreland Zone.
- Land disturbance between 1 and 3 acres that are stripped, graded, grubbed, filled or excavated.
- A change in the use of a total floor area between 10,000 and 20,000 sq. ft. in any existing building (cumulatively within a 3 year period).
- Lodging house, bed and breakfast facility, emergency shelter or special needs independent living unit.
- Signage subject to approval pursuant to Section 14-526 (d) 8.a. of the Land Use Code.
- Any new major or minor auto service station with less than 10,000 sq. ft. of building area in any permitted zone other than the B-2 or B-5 zones.
- The creation of day care or home babysitting facilities to serve more than 12 children in a residential zone (not permitted as a home occupation under section 14-410) in any principal structure that has not been used as a residence within the 5 years preceding the application.
- Any drive-through facility that is not otherwise reviewed as a conditional use under Article III.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

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

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

PROJECT NAME: Great Diamond Island Marine Ramp

PROPOSED DEVELOPMENT ADDRESS:

Great Diamond Island, Portland, ME

PROJECT DESCRIPTION:

Construction of a concrete plank marine ramp.

CHART/BLOCK/LOT: 83E-A040

PRELIMINARY PLAN _____ (date)
FINAL PLAN 08/21/14 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: City of Portland, attn: Michael Bobinsky Business Name, if applicable: Address: 55 Portland Street City/State : Portland Zip Code: 04101	Applicant Contact Information E-mail: mbobinsky@portlandmaine.gov Home #: N/A Work #: (207) 874-8801 Cell #: N/A Fax#: (207) 874-8816
Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Agent/ Representative Name: Sebago Technics, attn: Owens McCullough, PE Address: 75 John Roberts Road, Suite 1A City/State : South Portland Zip Code: 04106	Agent/Representative Contact information E-mail: omccullough@sebagotechnics.com Home #: N/A Work #: (207) 200-2073 Cell #: N/A Fax#: (207) 856-2206
Billing Information N/A Name: Address: City/State : Zip Code:	Billing Information N/A E-mail: Home #: Work #: Cell #: Fax#:

Engineer Name: Sebago Technics, attn: Owens McCullough, PE Address: 75 John Roberts Road, Suite 1A City/State : South Portland Zip Code: 04106	Engineer Contact Information E-mail: omccullough@sebagotechnics.com Home #: N/A Work #: (207) 200-2071 Cell #: N/A Fax#: (207) 856-2206
Surveyor Name: City of Portland Address: 55 Portland Street City/State : Portland Zip Code: 04101	Surveyor Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:
Architect N/A Name: Address: City/State : Zip Code:	Architect Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:
Attorney N/A Name: Address: City/State : Zip Code:	Attorney Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:

APPLICATION FEES:

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

Level II Development (check applicable reviews) <input type="checkbox"/> Less than 10,000 sq. ft. (\$400) <input type="checkbox"/> After-the-fact Review (\$1,000 plus applicable application fee) The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) <input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input checked="" type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City's website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal>
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

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

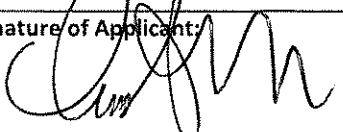
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-527 (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Please refer to the application checklist (attached) for a detailed list of submission requirements.

APPLICANT SIGNATURE:

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

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

Signature of Applicant: 	Date: 10-24-14
--	-------------------

See agent authorized letter

PROJECT DATA

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

Total Area of Site	9280	sq. ft.
Proposed Total Disturbed Area of the Site	6078	sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland		
Impervious Surface Area		
Impervious Area (Total Existing)	2759	sq. ft.
Impervious Area (Total Proposed)	3167	sq. ft.
Building Ground Floor Area and Total Floor Area		
Building Footprint (Total Existing)	N/A	
Building Footprint (Total Proposed)	N/A	
Building Floor Area (Total Existing)	N/A	
Building Floor Area (Total Proposed)	N/A	
Zoning		
Existing	IR-1	
Proposed, if applicable	N/A	
Land Use		
Existing	Other-Landing Ramp	
Proposed	Other-Landing Ramp	
Residential, if applicable		
# of Residential Units (Total Existing)	N/A	
# of Residential Units (Total Proposed)	N/A	
# of Lots (Total Proposed)	N/A	
# of Affordable Housing Units (Total Proposed)	N/A	
Proposed Bedroom Mix		
# of Efficiency Units (Total Proposed)	N/A	
# of One-Bedroom Units (Total Proposed)	N/A	
# of Two-Bedroom Units (Total Proposed)	N/A	
# of Three-Bedroom Units (Total Proposed)	N/A	
Parking Spaces		
# of Parking Spaces (Total Existing)	N/A	
# of Parking Spaces (Total Proposed)	N/A	
# of Handicapped Spaces (Total Proposed)	N/A	
Bicycle Parking Spaces		
# of Bicycle Spaces (Total Existing)	N/A	
# of Bicycle Spaces (Total Proposed)	N/A	
Estimated Cost of Project	\$95,000	

Final Site plan Submittal

PRELIMINARY PLAN (Optional) - Level II Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
		1	Completed Application form
		1	Application fees
		1	Written description of project
		1	Evidence of right, title and interest
		1	Evidence of state and/or federal approvals, if applicable
		1	Written assessment of proposed project's compliance with applicable zoning requirements
		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
		1	Written requests for waivers from site plan or technical standards, if applicable.
		1	Evidence of financial and technical capacity
		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
			Proposed grading and contours;
			Existing structures with distances from property line;
			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
			Preliminary infrastructure improvements;
			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
			Exterior building elevations.

FINAL PLAN - Level II Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
X		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
N/A		1	Construction Management Plan
N/A		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
N/A		1	Stormwater management plan and stormwater calculations, including description of project, hydrology and impervious area.
N/A		1	Written summary of project's consistency with related city master plans
N/A		1	Evidence of utility capacity to serve
N/A		1	Written summary of solid waste generation and proposed management of solid waste
N/A		1	A code summary referencing NFPA 1 and all Fire Department technical standards
N/A		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
N/A		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	Final Site Plans including the following:
X			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
X			Existing and proposed structures on parcels abutting site;
X			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
X			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
X			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
N/A			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
N/A			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
N/A			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
N/A			Location of all snow storage areas and/or a snow removal plan;
N/A			A traffic control plan as detailed in Section 1 of the Technical Manual;
X			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
X			Location and proposed alteration to any watercourse;
N/A			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
N/A			Proposed buffers and preservation measures for wetlands;
X			Existing soil conditions and location of test pits and test borings;
X			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
N/A			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
X			Grading plan;
N/A			Ground water protection measures;
N/A			Existing and proposed sewer mains and connections;
N/A			Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
N/A			Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;

- Continued on next page -

X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
N/A		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
N/A		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
N/A		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
N/A		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
N/A		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
N/A		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
N/A		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

September 4, 2014
09405

Maine Department of Environmental Protection
312 Canco Road
Portland, ME 04103

Letter of Agent Authorization – MDEP Permit Applications, Great Diamond Island

Sebago Technics, Inc. has been retained by the City of Portland to assemble permit applications and represent the City during the Maine Department of Environmental Protection permitting process for several related permit applications to include:

1. Permit application for a new solid waste transfer facility;
2. Minor amendment permit application; and
3. Permit-by-Rule application for improvements to an existing marine ramp.

These permit applications are associated with infrastructure improvements on Great Diamond island. We look forward to working with the Maine Department Environmental on these important community projects. If you have any questions please feel free to contact me.

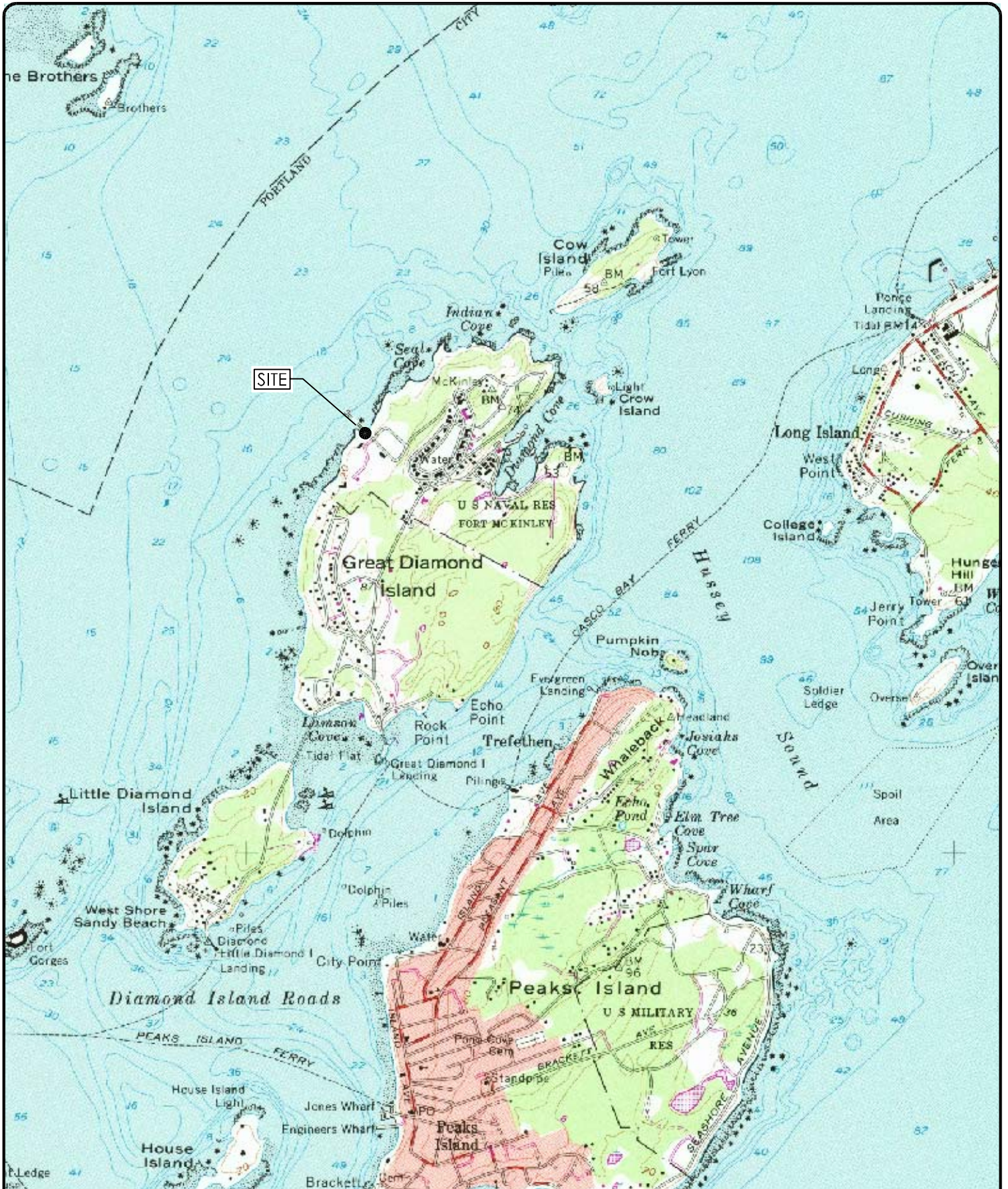
Sincerely

A handwritten signature in black ink, appearing to read "Troy Moon", written over a horizontal line.

City of Portland
Troy Moon
Environmental Programs and Open Space Manager

Exhibit 2

USGS Location Map



SITE



WWW.SE BAGOTECHNICS.COM

75 John Roberts Rd. - Suite 1A South Portland, ME 04106 Tel. 207-200-2100
 250 Goddard Rd. - Suite 8 Lewiston, ME 04240 Tel. 207-783-5656

SITE LOCATION MAP
 OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION:
 WEST SHORE DRIVE
 PORTLAND, MAINE

FOR:
 CITY OF PORTLAND MAINE

SCALE: 1" = 2000'

DATE: 8/14/14

SHEET:
 1 OF 1

Exhibit 3

City Assessor's Map



PROJECT SITE
MAP 83E
LOT A040



SEBAGO
TECHNICS

CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd. - Suite B
Lewiston, ME 04240
Tel. 207-783-5555

TAX MAP SKETCH OF PROPOSED MARINE RAMP

LOCATION:

GREAT DIAMOND ISLAND
PORTLAND, MAINE

INFORMATION:

IMAGERY SPRING 2009
DATA SOURCE: MAINE GIS

SCALE: 1" = 300'

DATE: 05/30/14

09405

**Abutters List
Great Diamond Island Marine Ramp**

Tax Map	Lot Number	Name and Address
083E	A005	FITCH RONALD G & SANDRA E FITCH JTS 92 WEST SHORE DR GREAT DIAMOND ISLAND ME 04109
083E	A012	FINKEL HOWARD B TRUSTEE 768 CHIMNEY CREEK DR GOLDEN CO 80401
083E	B007	HARRIOTT JESSE S & EVELYN C K HARRIOTT JTS 22 PARMENTER RD SUDBURY MA 01776

Exhibit 4

Photographs of Project Site

09405



Exhibit 5

Right, Title or Interest

**LEASE AGREEMENT
FOR BARGE LANDING
BY AND BETWEEN
CITY OF PORTLAND AND
DIAMOND COVE HOMEOWNERS ASSOCIATION**

THIS LEASE AGREEMENT (hereinafter this “**Agreement**”) is made as of this 16th
October
day of ~~August~~ 2014, by and between the **CITY OF PORTLAND**, a municipal corporation
located in Cumberland County, State of Maine (hereinafter the "**CITY**") and **DIAMOND
COVE HOMEOWNERS ASSOCIATION**, a Maine not-for-profit corporation doing business
on Great Diamond Island, Maine (hereinafter "**LESSOR**").

W I T N E S S E T H:

That **LESSOR**, for and in consideration of the rent hereinafter to be paid by **CITY**, and
other consideration, and the covenants and agreements hereinafter contained, to be kept and
performed by **CITY**, does hereby demise, lease and let unto **CITY**, the property located at or
near the existing barge landing on Great Diamond Island in Portland, Maine and more
particularly described in Exhibit A (hereinafter the "**PREMISES**"), being a portion of the “Open
Space Recreation Area” parcel owned by **LESSOR** and shown as Map 083E, Block/Lot A040
on the **CITY**’s Assessor’s maps (the “**Open Space Parcel**”), subject to the reserved rights of
LESSOR set forth in Section 15 and elsewhere below, and to have and to hold unto said **CITY**
on the following terms and conditions:

1. Term and Renewal; Commencement Date

A. The initial term of this Agreement shall begin on the Commencement Date (as
hereinafter defined), and shall continue until midnight on the last day of the calendar month
containing the ninety-ninth (99th) anniversary of the Commencement Date, unless sooner
terminated by either party as provided herein. However, if the **CITY** fails to substantially
complete the construction of a barge landing facility on the **PREMISES** in accordance with the

Final Site Plan and the Final Construction Plans, each as hereinafter defined, by September 1, 2015, this Agreement shall then be automatically and immediately terminated as of that date.

B. As used herein, the “**Commencement Date**” shall mean the date on which the last of the following events shall have occurred: (i) the date on which **CITY** shall obtain site plan approval by the Portland Planning Board of the Final Site Plan (the “**Planning Board Approval**”); (ii) the date on which **CITY** shall obtain from the Maine Department of Environmental Protection (“**DEP**”) a modification to the existing Site Location Orders for Diamond Cove,¹ expressly permitting the improvements and uses contemplated by this Agreement (the “**DEP Modification Order**”); and (iii) the date on which **CITY** shall obtain a submerged lands lease or easement from the State of Maine Bureau of Parks and Lands, if required for the improvements and uses contemplated by this Agreement (a “**Submerged Lands Lease**”). In the event the Commencement Date shall not occur by June 1, 2015, this Agreement shall then be automatically and immediately terminated as of that date.

2. Rent

From and after the Commencement Date, **CITY** agrees to pay to **LESSOR** as rent for such use and occupancy of the **PREMISES** the sum of One Dollar (\$1.00) per year, payable in advance. This is a ‘net lease’, that is, the costs of constructing, operating, maintaining, repairing and replacing the barge landing facility shall be borne solely by **CITY**. **CITY** will pay any fees related to the improvements which are the barge landing facility, including but not limited to permit fees. **CITY** will not pay any real estate taxes on the **PREMISES**, but shall be responsible for any taxes or assessments on the barge landing facility as improved and maintained by **CITY** at the **PREMISES**.

3. Purposes

(A) **CITY** shall use the **PREMISES** solely for the development, construction, operation, maintenance, repair and replacement of a barge landing facility to provide for the landing of barges, transporting vehicles and the like. **CITY** will not be permitted to build any improvements on the **PREMISES** other than those shown on the Final Site Plan and Final Construction Plans for this barge landing facility.

(B) There shall be no parking on the **PREMISES**. There shall be no standing/waiting vehicles on the **PREMISES** unless related or incident to the transporting of vehicles, and then only very short term and in strict accordance with the Rules attached hereto as Exhibit C.

(C) Subject to (i) the construction of the barge landing facility in accordance with the Final Site Plan and the Final Construction Plans and the conduct of the operation of said barge landing facility in accordance with this Agreement, and (ii) **CITY**’s obtaining of the DEP Modification Order, **LESSOR** represents to **CITY** that such purposes are permitted under the private regulation of the **PREMISES** set forth in the Amended and Restated General Declaration of Covenants and Restrictions dated December 17, 1993 and recorded at the Cumberland County

¹ DEP Site Location Order for Phase I (#L-013160-87/03-A-N, dated Dec. 10, 1986), and DEP Site Location Order for Phase II (#L-013160-L3-G-N, dated June 25, 1991).

Registry of Deeds in Book 11277, Page 322; as modified and amended (hereinafter the “**DCHA Declaration**”).

4. **Access to Lower Gate, and Temporary Access to Open Space Parcel**

Appurtenant to the **CITY**'s leasehold of the **PREMISES**, **CITY** shall have a nonexclusive right to access the **PREMISES** from the “Lower Gate”, over that portion of the existing roadway known as West Shore Drive located between the **PREMISES** and the Lower Gate (said portion of roadway hereinafter referred to as the “**Access Road**”), subject to the Rules attached hereto as Exhibit C. **CITY** will repair any damage it causes to the Access Road; and in addition, will provide limited annual general maintenance to the Access Road, such by as spreading several loads of gravel, reclaim, or other appropriate material on said Access Road, annually.

Also appurtenant to the **CITY**'s leasehold of the **PREMISES**, **CITY** shall have a nonexclusive right to temporarily use portions of the Open Space Parcel adjacent to the Premises (a) as is reasonably necessary for the construction, repair or replacement of the barge landing facility on the **PREMISES**, and (b) to install landscaping as shown on the Preliminary Site Plan (as hereinafter described). In connection with any such use, **CITY** shall use reasonable efforts to minimize the area used, and shall restore the areas used to substantially the same condition existing prior to such work, and repair any damage caused by such work. **CITY** will not be permitted to build any improvements on the Open Space Parcel.

The appurtenant nonexclusive rights described above are subject to existing easement rights of others identified in the DCHA Declaration and on plans recorded at the Cumberland County Registry of Deeds.

5. **Site Plan and Barge Landing Facility Operation**

CITY covenants and agrees:

A. that a preliminary, not-yet approved by the Portland Planning Board or Planning Board staff, site plan of the barge landing facility at the **PREMISES** is attached to this Agreement as Exhibit B (hereinafter collectively, the “**Preliminary Site Plan**”);

B. that the barge landing facility will be constructed in a good and workmanlike manner in accord with the Final Site Plan and the Final Construction Plans;

C. that in the event the **CITY** proposes to revise the Preliminary Site Plan, the **CITY** will provide **LESSOR** with a preliminary draft of the proposed revision; and in the event the proposed revision is material (as determined by City Corporation Counsel in its reasonable discretion), the **CITY** will incorporate any suggestions received by the **CITY** from **LESSOR** that are determined by **LESSOR** to be necessary for its representation in Section 3.C above and are received by **CITY** within 30 days of mailing such revision to **LESSOR**, provided that in the event such suggested changes cannot be made by the **CITY** reasonably cost effectively, or are in conflict with any requirements for the Planning Board Approval, the DEP Modification Order or other required approvals for the barge landing facility, the parties will work in good faith to

revise the Preliminary Site Plan to meet both of their respective needs; the Preliminary Site Plan (with any modifications not deemed material as determined by City Corporation Counsel in its reasonable discretion) or a revised version of it that is approved by the parties pursuant to this Section shall constitute the “**Final Site Plan**”, and the Final Site Plan is hereby incorporated by reference herein and Exhibit B shall be deemed revised accordingly;

D. that **CITY** will prepare and submit to **LESSOR** proposed construction plans (including a construction schedule) for the barge landing facility and **CITY** will incorporate any suggestions made by **LESSOR** that are determined by **LESSOR** to be necessary for its representation in Section 3.C above and are received by **CITY** within 30 days of mailing of said proposed construction plans to **LESSOR**, provided that in the event such suggested changes cannot be made by **CITY** reasonably cost effectively, or are in conflict with any requirements for the Planning Board Approval, the DEP Modification Order or other required approvals for the barge landing facility, the parties will work in good faith to revise such proposed construction plans to meet both of their respective needs; the proposed construction plans or a revised version of them that are approved by the parties pursuant to this Section shall constitute the “**Final Construction Plans**”; and the Final Construction Plans are hereby incorporated by reference herein.

E. that the barge landing facility will be operated in accord with any operational elements of the Final Site Plan; and

F. that the **CITY** and its employees, contractors and agents will operate and maintain the barge landing facility in accord with the Rules attached hereto as Exhibit C, and also with any conditions required by the DCHA Declaration (including, without limitation, DCHA Declaration Section 4.20), the Planning Board Approval, the DEP Modification Order, the Submerged Lands Lease (if any), and any other required approvals for the barge landing facility.

6. Costs of Development and Maintenance of the Premises

The **CITY** shall provide all grading and construction of the barge landing facility and other development set forth in the Final Site Plan and Final Construction Plans, and otherwise all as deemed necessary by the **CITY** for its proposed use. The **CITY** shall provide all services deemed necessary to maintain the **PREMISES** in a safe condition all as deemed necessary by **CITY**.

7. Compliance and Use

A The barge landing facility and all site improvements and/or changes in the **PREMISES** shall be located or done and maintained by **CITY** in accordance with the laws, rules and regulations of all applicable federal, state and local jurisdictions.

B. Work done on the **PREMISES** will either be conducted by a Contractor or by the **CITY**'s Department of Public Services. If the work is performed by a Contractor, the Contractor shall provide a performance bond for work performed on the **PREMISES**. **LESSOR** shall be named as co-obligee on the bond. The Contractor performing the work for **CITY** shall also

procure general liability insurance in the minimum amounts of \$1,000,000 for each occurrence, and \$2,000,000 in the 'general aggregate' for bodily injury, death and property damage, naming CITY and LESSOR as additional insureds thereon.

C. So long as CITY shall not be in default of its obligations hereunder, the residents of Great Diamond Island and Little Diamond Island and their contractors or agents shall be allowed to have access to the barge landing facility without fees or charges being imposed by either the LESSOR or CITY, but subject to the Rules in Exhibit C hereto; provided, however, that:

- (i) any such public user shall only be permitted to travel across the Access Road, and shall not have access to any other private property or roadway at Diamond Cove (provided that nothing contained herein shall be deemed to affect any existing easement rights of any third-party user to enter upon other portions of Diamond Cove);
- (ii) LESSOR reserves the right to impose rules regarding the use of the Access Road and access through the Lower Gate (including, without limitation, speed limits, use limitations during mud season, and notification requirements for making arrangements to have the Lower Gate opened);
- (iii) LESSOR reserves the right to impose a fee upon such public users for arranging to open the Lower Gate in connection with each use of the barge landing;
- (iv) LESSOR may require such public users to sign a written release of claims / assumption of risk / indemnification agreement in connection with such use of the barge landing and Access Road; and
- (v) LESSOR may terminate the permission to use the Access Road and be let through the Lower Gate hereby granted to any such public user that does not follow the foregoing rules.

8. Maintenance and Repairs, and Surrender Upon Termination

CITY represents that it has inspected and examined the PREMISES and accepts them in their present condition, and agrees that LESSOR shall not be required to make any improvements or repairs or provide any services whatsoever in or upon the PREMISES or any part thereof; CITY agrees to generally maintain, repair and (if necessary) replace the barge landing facility in accordance with the Final Site Plan and keep the PREMISES safe and in good order and condition at all times during the term hereof, and upon expiration of this Agreement or any sooner termination thereof, the CITY will quit and surrender the possession of the PREMISES quietly and peaceably and leave it in good order and condition. Upon written request by either party from time to time during the term of this Agreement, the parties agree that a representative for the CITY shall meet with a representative for LESSOR at the PREMISES to inspect the barge landing facility and discuss any necessary maintenance or repairs. The timing of any maintenance, repairs or replacements to the barge landing facility conducted by the CITY shall be coordinated in advance with LESSOR.

9. Various City Commitments

CITY covenants and agrees to observe the conditions imposed by its proposed settlement in the litigation involving **LESSOR** and the Diamond Cove barge landing facility, including the conditions listed on the attached Exhibit C; in addition, **CITY** covenants and agrees not to park any vehicles overnight on the Diamond Cove ('Fort') one-half of Great Diamond Island, except in emergency circumstances. **CITY** further covenants and agrees to observe any conditions imposed by the DEP with respect to use of the Diamond Cove barge landing facility and adjacent roadways.

10. Liability; Waiver of Claims

The **PREMISES** and appurtenant Access Road are being leased and accepted by **CITY** in their AS IS condition, without representation or warranty by **LESSOR**, and **LESSOR** shall have no obligation to furnish or supply any services or materials to make the **PREMISES** or the Access Road safe or suitable for any particular use. **CITY** agrees to use the **PREMISES** and the Access Road at **CITY**'s own risk. **CITY** hereby agrees, for itself and on behalf of its employees, contractors, agents, and any other person or entity exercising rights through or under **CITY** pursuant to this Agreement, that neither **LESSOR**, nor any director, officer, employee or agent of **LESSOR**, shall be liable to **CITY** for any loss, injury or damage to **CITY** or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless caused by or resulting from the sole negligent acts of **LESSOR**, without contributory negligence on the part of **CITY** or any of its employees, contractors or agents, or any other person. Without limiting the generality of the foregoing, **LESSOR** shall not be liable to **CITY**, its employees, contractors, agents, or any other person or entity exercising rights through or under the **CITY** pursuant to this Agreement, for any damage, injury, loss, or claim based on, arising out of or resulting from any cause whatsoever, including (without limitation) accident, theft or any other crime or casualty, or the actions of any members of **LESSOR** or any other person, unless due to the sole negligent acts of **LESSOR**, without contributory negligence on the part of **CITY**, any of its employees, contractors or agents, or any other person.

11. Default

In the event that **CITY** shall be in default in the performance of any of the terms, covenants, agreements or conditions herein agreed to be kept and performed by **CITY**, then in that event, **LESSOR** may, at its election, either (a) terminate this Agreement as provided in Section 18 of this Agreement, or (b) if such default shall continue for a period of sixty (60) days after written notice from **LESSOR** to **CITY** (or in case of a default which cannot with due diligence be cured within said sixty (60) day period, **CITY** fails to proceed within said sixty (60) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time which under all prevailing circumstances shall be reasonable), then **LESSOR** may bring an action against the **CITY** to enforce the performance of or obtain damages caused by a such default, including injunctive relief, specific performance or other remedy available at law or equity.

12. Hold Over

In the event that **CITY** shall hold over and remain in possession of the **PREMISES** with the consent of **LESSOR**, such holding over shall be deemed to be from month to month only, and upon all the same rents, terms, covenants and conditions as contained herein.

13. Notices

Any notices which are required hereunder, or which either **CITY** or **LESSOR** may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage pre-paid, return receipt requested, addressed to **LESSOR**, Diamond Cove Homeowners Association, c/o Phoenix Management, P.O. Box 759, Saco, ME 04072 and **LESSOR**, Diamond Cove Homeowners Association Board, Great Diamond Island, Portland, ME; or addressed to **CITY**, City Manager, 389 Congress Street, Portland, ME 04101; or to such other address as **LESSOR** or **CITY** may designate to each other from time to time by written notice.

14. Subletting or Assignment

The **CITY** shall not sublet the **PREMISES** or assign its rights hereunder without the express written consent of **LESSOR**.

15. Lessor's Access and Use

LESSOR reserves unlimited rights to access and use the **PREMISES** and the barge landing facility (as improved and maintained by **CITY**) at any and all times during the term of this Agreement. Without limiting the generality of the foregoing, (a) the rights of the members of **LESSOR** to use the barge landing facility shall not be affected by this Agreement, and (b) **LESSOR** reserves the right (but shall have no obligation) to install signs and/or security cameras at the **PREMISES**, to install screening within or along the **PREMISES**, and to maintain or improve the barge landing facility (in addition to, and not in lieu of, what maintenance and improvements **CITY** is obligated to perform pursuant to this Agreement). During the term hereof, **CITY** shall not unreasonably interfere with **LESSOR's** access and use of the **PREMISES**, and **LESSOR** shall not unreasonably interfere with **CITY's** rights and obligations set forth in this Agreement.

16. Sale of the Premises

LESSOR agrees that if, during the term of this Agreement and extension, it sells the **PREMISES**, it shall assign its obligations under this Agreement to the buyer of the **PREMISES**.

17. Recordation in Registry of Deeds

The parties agree to execute and record in the Cumberland County Registry of Deeds a Memorandum of Lease outlining the principal terms of this Agreement.

18. Termination

A. **CITY** may terminate this Agreement upon one (1) year written notice to **LESSOR**.

B. **LESSOR** may terminate this Agreement upon a one (1) year written notice for failure of the **CITY** to observe and perform any of its terms, covenants, agreements or conditions hereunder, and such failure shall not have been cured within any time period specified herein or within 90 days of written notice to do so.

19. Waiver

Waiver by either party of any default in performance by the other of any of the terms, covenants, agreements or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Lease Agreement to be signed in its corporate name and sealed with its corporate seal by ~~Mark H. Rees~~, its ^{Acting} City Manager, thereunto duly authorized, and DIAMOND COVE HOMEOWNERS ASSOCIATION has caused this Lease Agreement to be signed by Matthew Hoffner, its Director and Operations Officer, thereunto duly authorized, as of the day and date first set forth above.

WITNESS:
Judith Rosen

APPROVED AS TO FORM
CORPORATION COUNSEL'S OFFICE
CITY OF PORTLAND
By: Sheila Hill-Christian
Mark H. Rees ^{Acting}
Its City Manager

STATE OF MAINE
CUMBERLAND, ss.

October 16, 2014
Sheila Hill-Christian
^{Acting}

Personally appeared before me the above-named Mark H. Rees, City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,
Judith H. Rosen
Notary Public/Attorney-at-Law

JUDITH H. ROSEN
Notary Public, Maine
My Commission Expires June 17, 2018

WITNESS:

DIAMOND COVE HOMEOWNERS ASSOCIATION

By: Matthew Hoffner
MATTHEW HOFFNER
(Print or type name)
Its: PRESIDENT

STATE OF MAINE
CUMBERLAND, ss.

August 7, 2014

Personally appeared before me the above-named Matthew Hoffner as President for Diamond Cove Homeowners Association, and made oath that the foregoing is his/her free act and deed and the free act and deed of Diamond Cove Homeowners Association.

Before me,

Notary Public/Attorney-at-Law

JUDE A. CLUFF
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 27, 2020

Exhibit A

[Metes and Bounds Description of Leased Premises]

A certain parcel of land situated on northwesterly side of West Shore Drive on Great Diamond Island, Portland, Maine being bounded and described as follows:

Commencing on the northwesterly sideline of West Shore Drive at land now or formerly of Ronald G. Fitch and Sandra E. Fitch as described in a deed dated April 21, 2004 and recorded in Book 21173, Page 28 in the Cumberland County registry of Deeds (CCRD);

Thence northeasterly, by and along the northwesterly sideline of West Shore Drive and along a curve to the right having a radius of 804.95 feet an arc length of 25.00 feet to the Point of Beginning, said curve having a chord which bears N 42° 47' 02" E a distance of 25.00 feet;

Thence N 48° 05' 15" W a distance of 253.09 feet to an angle point;

Thence N 00° 04' 04" W a distance of 39.11 feet to an angle point;

Thence S 50° 17' 43" E a distance of 281.68 feet to the northwesterly sideline of West Shore drive;

Thence southwesterly, by and along the northwesterly sideline of West Shore Drive and along a curve concave to the left having a radius of 804.95 feet an arc distance of 39.99 feet to the Point of beginning, said curve having a chord which bears S 45° 05' 49" W a distance of 39.99 feet.

The parcel contains approximately 9,280 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Existing Conditions Survey Diamond Cove Boat Landing" dated June 13, 2013 prepared by the City of Portland Public Services Department Engineering Division.

Exhibit B

[Preliminary Site Plan and Illustration of Barge landing Facility]

Exhibit C

SPECIAL RULES REGARDING PARKING AND ANTI-IDLING POLICIES FOR USE OF THE BARGE LANDING OWNED BY DIAMOND COVE HOMEOWNERS ASSOCIATION

Note: Exceptions to the following rules will be made for emergency vehicles and/or emergency situations. These rules do not supersede other DCHA policies pertaining to the barge landing that are now in effect or that may be implemented in the future by the DCHA.

Parking and Loading/Off-loading of Vehicles:

Vehicles may be parked temporarily only in the following permitted parking area prior to and following a scheduled barge delivery:

On the cement pad located to the east of the barge landing on Wood Side Drive, between the hours of **9:00 a.m. to 5:00 p.m. only.**

All vehicle operators shall comply with the vehicle anti-idling policy that is used by the City of Portland for its own vehicles.

Days/Hours of Operation:

- Days of operation for City vehicles will be **Monday through Saturday** only.
- Days of operation for other non-DCHA vehicles (i.e., vehicles servicing the public side of the Island) will be **Monday through Friday** only.
- Hours of operation for City vehicles and other non-DCHA vehicles will be from **7:00 a.m. to 8:00 p.m. Monday-Friday and 7:00 a.m. to 6:00 p.m. on Saturday.**
- DCHA vehicles (i.e., vehicles servicing DCHA property or property of DCHA members) are not subject to these hours and days of operations restrictions.

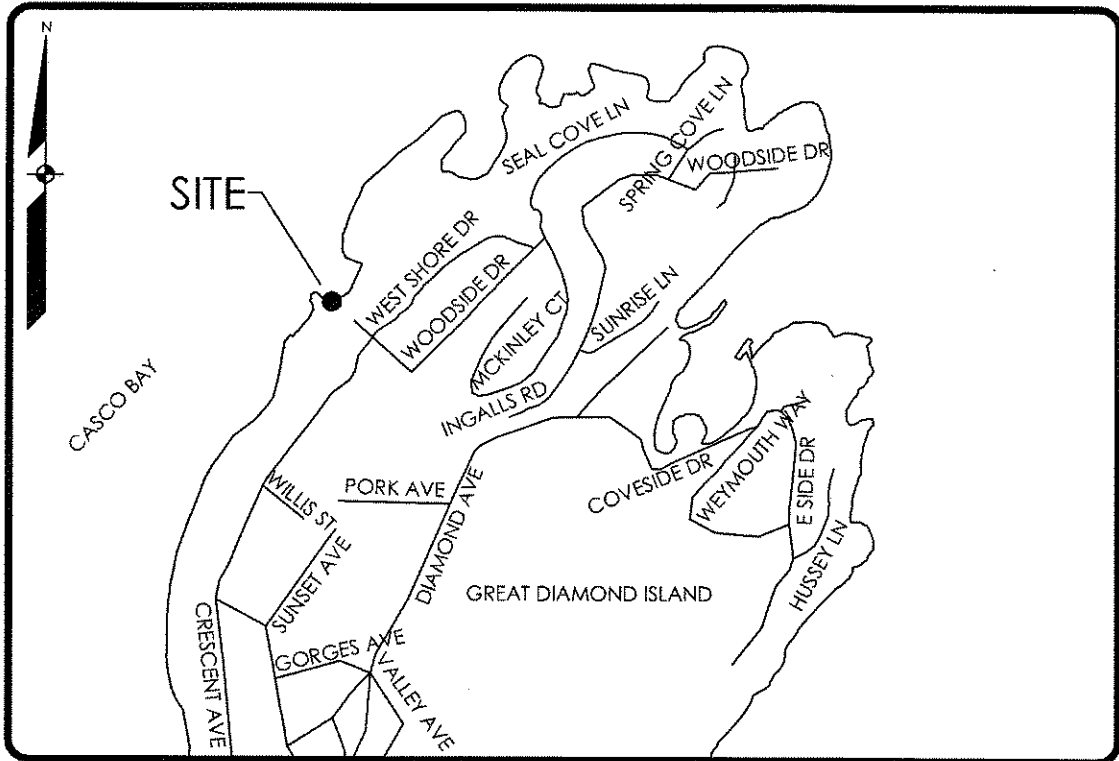
Reports of Non-Compliance:

Any reports of non-compliance of these rules shall be reported to the City of Portland's Island and Neighborhood Liaison, who shall provide notice of any or all said reports to the DCHA.

The DCHA reserves the right to revoke permission to use the barge landing from non-DCHA vehicles or any operator thereof deemed to be in violation of any of these rules.

Exhibit 6

Site Development Plans



LOCATION MAP

NTS



75 John Robert Rd. - Suite 1A South Portland, ME 04106 Tel. 207-203-2100
 250 Goodard Rd. - Suite B Lewiston, ME 04240 Tel. 207-783-5454

LOCATION MAP
 OF GREAT DIAMOND ISLAND MARINE RAMP

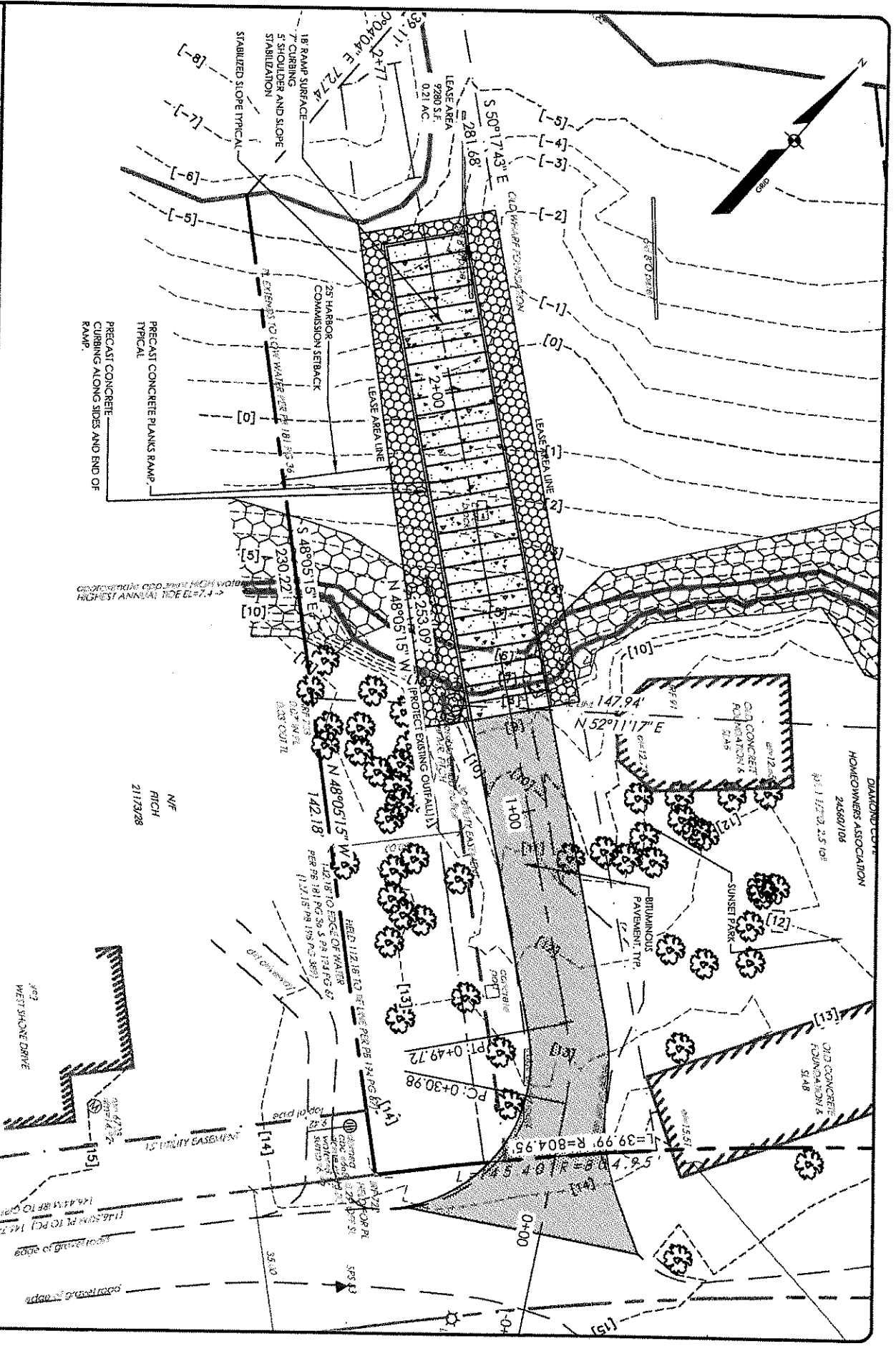
LOCATION: WEST SHORE DRIVE
 PORTLAND, MAINE

FOR: CITY OF PORTLAND MAINE

SCALE: N.T.S

DATE: 8/14/14

SHEET: 1 OF 12



SEBAGO
TECHNICALS

www.sebagotechnicals.com
75 John Roberts Rd., Suite 1A
South Portland, Maine 04288
Tel: 207-260-9100

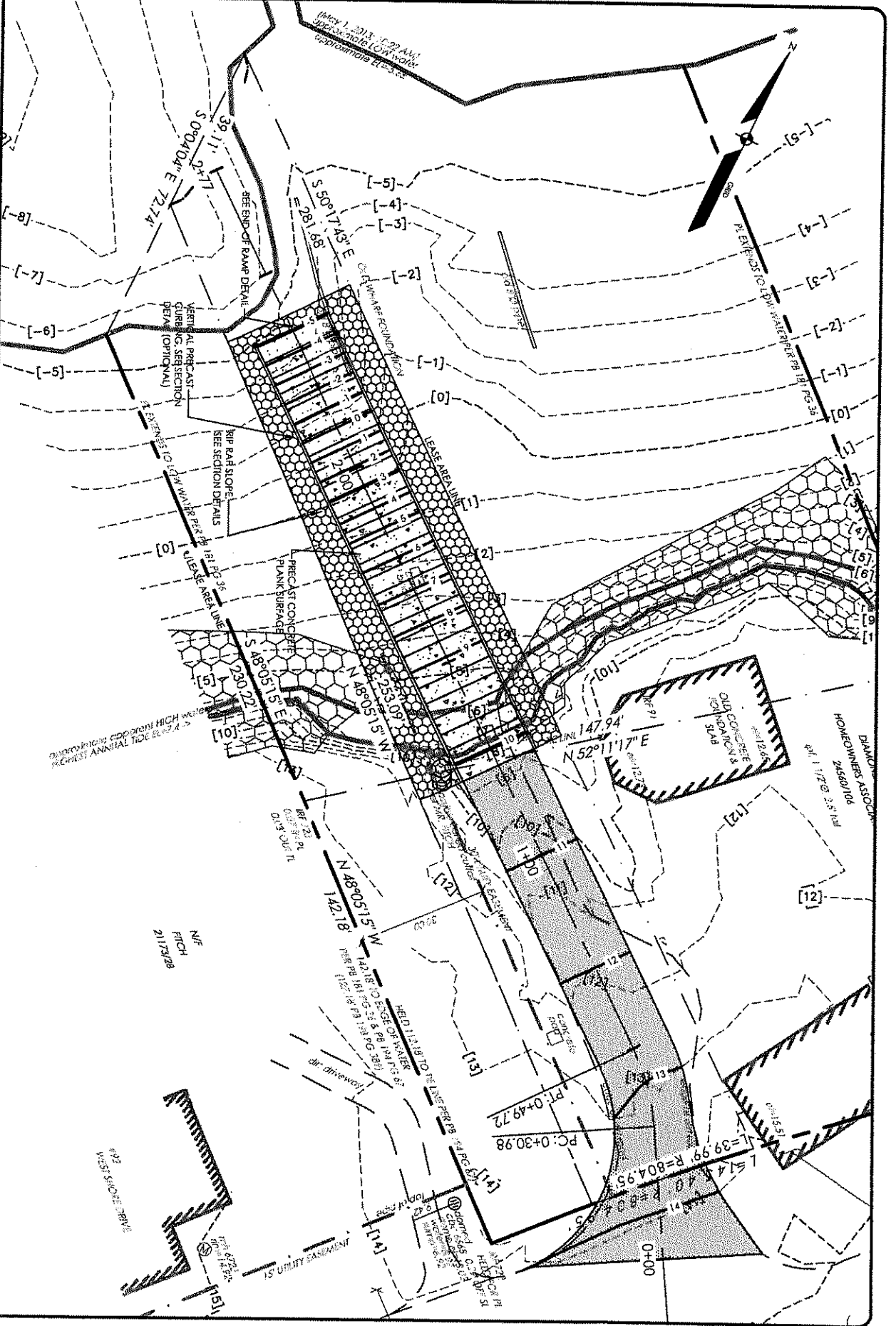
SITE PLAN
OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION: WEST SHORE DRIVE
PORTLAND, MAINE

FOR: CITY OF PORTLAND MAINE

SCALE: 1" = 30'
DATE: 8/14/14
SHEET: 2 OF 11

094055.dwg, TAB: SK2



SEBAGO
TECHNICALS

WWW.SEBAGOTECHNICALS.COM
75 John Roberts Rd., Suite 1A
South Portland, ME 04064
Tel: 207-283-2100

230 Goddard Rd., Suite 8
Lewiston, ME 04240
Tel: 207-953-5555

GRADING PLAN
OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION:

WEST SHORE DRIVE
PORTLAND, MAINE

FOR:

CITY OF PORTLAND MAINE

SCALE: 1" = 30'

DATE: 8/14/14

SHEET: 3 OF 12

09405GU.dwg, TAB: SK5

MATCH EXISTING PAVEMENT
 GRADE BREAK STA = -0+00.00
 ELEV = 14.34

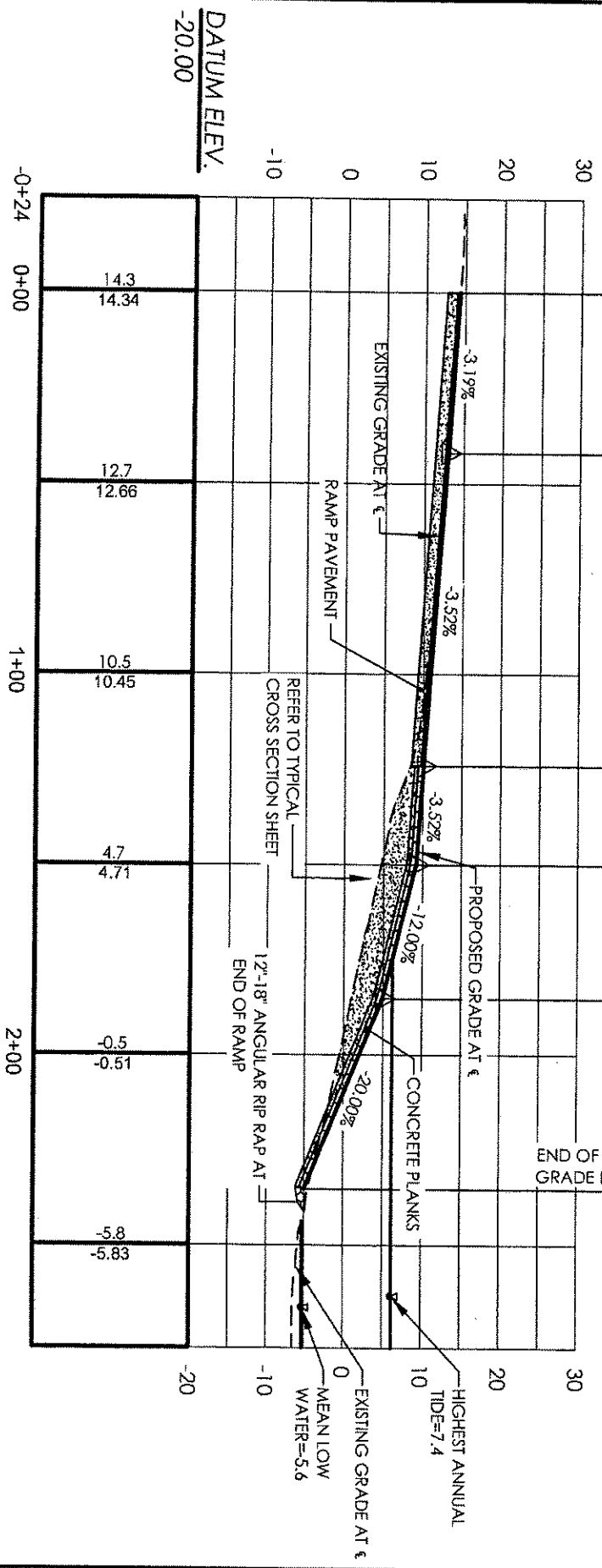
GRADE BREAK STA = 0+42.00
 ELEV = 13.00

PAVEMENT TO CONCRETE TRANSITION
 GRADE BREAK STA = 1+24.07
 ELEV = 10.11

GRADE BREAK STA = 1+50.00
 ELEV = 9.20

GRADE BREAK STA = 1+85.31
 ELEV = 4.96

END OF CONCRETE BOAT RAMP
 GRADE BREAK STA = 2+35.31
 ELEV = -5.04



PROFILE: MARINE RAMP
 SCALE: 1" = 40' HORIZ.
 1" = 20' VERT.

PROFILE
 OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION:

WEST SHORE DRIVE
 PORTLAND, MAINE

FOR:

CITY OF PORTLAND MAINE

SCALE: AS SHOWN

DATE: 8/14/14

SHEET: 4 OF 12



WWW.SEBAGOTECHNICALS.COM

75 John Roberts Rd., Suite 1A
 South Portland, ME 04260
 Tel: 207-260-9100

230 Goodwood Rd., Suite 8
 Lewiston, ME 04240
 Tel: 207-753-3559

09405P.dwg, TAB: SK6

EROSION CONTROL MEASURES

PRE-CONSTRUCTION PHASE

PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, SEDIMENT BARRIERS (SILT FENCE) WILL BE STAKED/INSTALLED ACROSS THE SLOPE(S), ON THE CONTOUR AT OR JUST BELOW THE LIMITS OF CLEARING OR GRUBBING, AND/OR JUST ABOVE ANY ADJACENT PROPERTY LINE OR WATERCOURSE TO PROTECT AGAINST CONSTRUCTION RELATED EROSION. THE PLACEMENT OF SEDIMENT BARRIERS SHALL BE COMPLETED IN ACCORDANCE WITH GUIDELINES ESTABLISHED IN BEST MANAGEMENT PRACTICES AND IN ACCORDANCE WITH THIS EROSION CONTROL PLAN AND DETAILS IN THIS PLAN SET. THIS NETWORK IS TO BE MAINTAINED BY THE CONTRACTOR UNTIL ALL EXPOSED SLOPES HAVE AT LEAST 85%-90% VIGOROUS PERENNIAL VEGETATIVE COVER TO PREVENT EROSION. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED.

PRIOR TO ANY CLEARING OR GRUBBING, A CONSTRUCTION ENTRANCE/EXIT SHALL BE CONSTRUCTED AT THE INTERSECTION OF THE PROPOSED ENTRANCES AND EXISTING ROADWAY TO AVOID TRACKING OF MUD, DUST AND DEBRIS FROM THE SITE.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE AND MARKED UP PLAN INDICATING AREAS AND COMPONENTS OF THE WORK AND KEY DATES SHOWING DATE OF DISTURBANCE AND COMPLETION OF THE WORK. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE MUNICIPAL STAFF. THREE COPIES OF THE SCHEDULE AND MARKED UP PLAN SHALL BE PROVIDED TO THE MUNICIPALITY THREE DAYS PRIOR TO THE SCHEDULED PRE-CONSTRUCTION MEETING. SPECIAL ATTENTION SHALL BE GIVEN TO THE 14 DAY LIMIT OF DISTURBANCE IN THE SCHEDULE ADDRESSING TEMPORARY AND PERMANENT VEGETATION MEASURES.

CONSTRUCTION AND POST-CONSTRUCTION PHASE

AREAS UNDERGOING ACTUAL CONSTRUCTION SHALL ONLY EXPOSE THAT AMOUNT OF MINERAL SOIL NECESSARY FOR PROGRESSIVE AND EFFICIENT CONSTRUCTION. AN AREA CONSIDERED OPEN IS ANY AREA NOT STABILIZED WITH PAVEMENT, VEGETATION, MULCHING, EROSION CONTROL MATS, RIPRAP OR GRAVEL BASE ON A ROAD. OPEN AREAS SHALL BE ANCHORED WITH TEMPORARY EROSION CONTROL AS SHOWN ON THE DESIGN PLANS AND AS DESCRIBED WITHIN THIS EROSION CONTROL PLAN WITHIN 14-DAYS OF DISTURBANCE. AREAS LOCATED WITHIN 100' OF STREAMS SHALL BE ANCHORED WITH TEMPORARY EROSION CONTROL WITHIN SEVEN (7) DAYS. REFER TO WINTER EROSION CONTROL NOTES FOR THE TREATMENT OF OPEN AREAS AFTER OCTOBER 1ST OF THE CONSTRUCTION YEAR.

THE CONTRACTOR MUST INSTALL ANY ADDED MEASURES WHICH MAY BE NECESSARY TO CONTROL EROSION/SEDIMENTATION FROM THE SITE DEPENDENT UPON THE ACTUAL SITE AND WEATHER CONDITIONS. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, IN ORDER TO MINIMIZE AREAS WITHOUT EROSION CONTROL PROTECTION.

EROSION CONTROL APPLICATIONS & MEASURES

THE PLACEMENT OF EROSION CONTROL MEASURES SHALL BE COMPLETED IN ACCORDANCE WITH GUIDELINES ESTABLISHED IN BEST MANAGEMENT PRACTICES AND IN ACCORDANCE WITH THE EROSION CONTROL PLAN AND DETAILS IN THE PLAN SET.

1. TEMPORARY MULCHING:

ALL DISTURBED AREAS SHALL BE MULCHED WITH MATERIALS SPECIFIED BELOW PRIOR TO ANY STORM EVENT. ALL DISTURBED AREAS NOT FINAL GRADED WITHIN 14 DAYS SHALL BE MULCHED. ALSO, AREAS, WHICH HAVE BEEN TEMPORARILY OR PERMANENTLY SEEDED, SHALL BE MULCHED IMMEDIATELY FOLLOWING SEEDING. EROSION CONTROL BLANKETS ARE RECOMMENDED TO BE USED AT THE BASE OF GRASSED WATERWAYS AND ON SLOPES GREATER THAN 15%. MULCH ANCHORING SHOULD BE USED ON SLOPES GREATER THAN 5% AFTER SEPTEMBER 15TH OF THE CONSTRUCTION YEAR (SEE WINTER EROSION CONTROL NOTES).

TYPES OF MULCH:

HAY OR STRAW: SHALL BE APPLIED AT A RATE OF 75 LBS/1,000 S.F. (1.5 TONS PER ACRE).

EROSION CONTROL MIX: SHALL BE PLACED EVENLY AND MUST PROVIDE 100% SOIL COVERAGE. EROSION CONTROL MIX SHALL BE APPLIED SUCH THAT THE THICKNESS ON SLOPES 3:1 OR LESS IS 2 INCHES PLUS 1/2 INCH PER 20 FEET OF SLOPE UP TO 100 FEET. THE THICKNESS ON SLOPES BETWEEN 3:1 AND 2:1 SHALL BE 4 INCHES PLUS 1/2 INCH PER 20 FEET OF SLOPE UP TO 100 FEET. THIS SHALL NOT BE USED ON SLOPES GREATER THAN 2:1.

EROSION CONTROL BLANKET: SHALL BE INSTALLED SUCH THAT CONTINUOUS CONTACT BETWEEN THE MAT AND THE SOIL IS OBTAINED. INSTALL BLANKETS AND STAPLE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

2. SOIL STOCKPILES:

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED WITH HAY OR STRAW AT A RATE OF 75 LBS/1,000 S.F. (1.5 TONS PER ACRE) OR WITH A FOUR-INCH LAYER OF WOOD WASTE EROSION CONTROL MIX. THIS WILL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL. ANY SOIL STOCKPILE WILL NOT BE PLACED (EVEN COVERED WITH HAY OR STRAW) WITHIN 100 FEET FROM ANY NATURAL RESOURCES.

3. NATURAL RESOURCES PROTECTION:

ANY AREAS WITHIN 100 FEET FROM ANY NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 75% MATURE VEGETATION CATCH, SHALL BE MULCHED USING TEMPORARY MULCHING (AS DESCRIBED IN PART 1. OF THIS SECTION) WITHIN 7 DAYS OF EXPOSURE OR PRIOR TO ANY STORM EVENT. SEDIMENT BARRIERS (AS DESCRIBED IN PART 4. OF THIS SECTION) SHALL BE PLACED BETWEEN ANY NATURAL RESOURCE AND THE DISTURBED AREA.

PROJECTS CROSSING THE NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 100 FEET ON EITHER SIDE FROM THE RESOURCE.

4. SEDIMENT BARRIERS:

PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, SEDIMENT BARRIERS SHALL BE STAKED ACROSS THE SLOPE(S), ON THE CONTOUR AT OR JUST BELOW THE LIMITS OF CLEARING OR GRUBBING, AND/OR JUST ABOVE ANY ADJACENT PROPERTY LINE OR WATERCOURSE TO PROTECT AGAINST CONSTRUCTION RELATED EROSION. SEDIMENT BARRIERS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL EXPOSED SLOPES HAVE AT LEAST 85%-90% VIGOROUS PERENNIAL VEGETATIVE COVER TO PREVENT EROSION.

SILT FENCE: SHALL BE INSTALLED PER THE DETAIL ON THE PLANS. THE EFFECTIVE HEIGHT OF THE FENCE SHALL NOT EXCEED 36 INCHES. IT IS RECOMMENDED THAT SILT FENCE BE REMOVED BY CUTTING THE FENCE MATERIALS AT GROUND LEVEL SO AS TO AVOID ADDITIONAL SOIL DISTURBANCE.

HAY BALES: SHALL BE INSTALLED PER THE DETAIL ON THE PLANS. BALES SHALL BE WIRE-BOUND OR STRING-TIED AND THESE BINDINGS MUST REMAIN PARALLEL WITH THE GROUND SURFACE DURING INSTALLATION TO PREVENT DETERIORATION OF THE BINDINGS. BALES SHALL BE INSTALLED WITHIN A MINIMUM 4 INCH DEEP TRENCH LINE WITH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER.



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Tel. 207-783-5656

NOTES

OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION:

WEST SHORE DRIVE
PORTLAND, MAINE

FOR:

CITY OF PORTLAND MAINE

SCALE: AS SHOWN

DATE: 8/14/14

SHEET:

5 OF 12

EROSION CONTROL MEASURES

EROSION CONTROL MIX: SHALL BE INSTALLED PER THE DETAIL ON THE PLANS. THE MIX SHALL CONSIST PRIMARILY OF ORGANIC MATERIAL AND CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4 INCHES IN DIAMETER. THE MIX COMPOSITION SHALL MEET THE STANDARDS DESCRIBED WITHIN THE MDEP BEST MANAGEMENT PRACTICES. NO TRENCHING IS REQUIRED FOR INSTALLATION OF THIS BARRIER.

CONTINUOUS CONTAINED BERM: SHALL BE INSTALLED PER THE DETAIL ON THE PLANS. THIS SEDIMENT BARRIER IS EROSION CONTROL MIX PLACED WITHIN A SYNTHETIC TUBULAR NETTING AND PERFORMS AS A STURDY SEDIMENT BARRIER THAT WORKS WELL ON HARD GROUND SUCH AS FROZEN CONDITIONS, TRAVELED AREAS OR PAVEMENT. NO TRENCHING IS REQUIRED FOR INSTALLATION OF THIS BARRIER.

5. **TEMPORARY CHECK DAMS:**

SHALL BE INSTALLED PER THE DETAIL ON THE PLANS. CHECK DAMS ARE TO BE PLACED WITHIN DITCHES/ SWALES AS SPECIFIED ON THE DESIGN PLANS IMMEDIATELY AFTER FINAL GRADING. CHECK DAMS SHALL BE 2 FEET HIGH. TEMPORARY CHECK DAMS MAY BE REMOVED ONLY AFTER THE ROADWAYS ARE PAVED AND THE VEGETATED SWALE ARE ESTABLISHED WITH AT LEAST 85%-90% OF VIGOROUS PERENNIAL GROWTH. THE AREA BENEATH THE CHECK DAM MUST BE SEEDED AND MULCHED IMMEDIATELY AFTER REMOVAL OF THE CHECK DAM.

STONE CHECK DAMS: SHOULD BE CONSTRUCTED OF 2 TO 3 INCH STONE AND PLACED SUCH THAT COMPLETE COVERAGE OF THE SWALE IS OBTAINED AND THAT THE CENTER OF THE DAM IS 6 INCHES LOWER THAT THE OUTER EDGES.

HAY BALE CHECK DAMS: WE DO NOT RECOMMEND THE USE OF HAY BALES AS CHECK DAMS.

MANUFACTURED CHECK DAMS: MANUFACTURED CHECK DAMS, AS SPECIFIED IN THE DETAIL ON THE PLANS, MAY BE USED IF AUTHORIZED BY THE PROPER LOCAL, STATE OR FEDERAL REGULATING AGENCIES. THESE UNITS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURE'S RECOMMENDATIONS.

6. **STORMDRAIN INLET PROTECTION:**

INLET PROTECTION SHALL BE PLACED AROUND A STORMDRAIN DROP INLET OR CURB INLET PRIOR TO PERMANENT STABILIZATION OF THE IMMEDIATE AND UPSTREAM DISTURBED AREAS. THEY SHALL BE CONSTRUCTED IN A MANNER THAT WILL FACILITATE CLEAN-OUT AND DISPOSAL OF TRAPPED SEDIMENTS AND MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES. ANY RESULTANT PONDING OF WATER FROM THE PROTECTION METHOD MUST NOT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT AREAS OR STRUCTURES.

HAY BALE DROP INLET PROTECTION: WE DO NOT RECOMMEND THE USE OF HAY BALES AS INLET PROTECTION.

CONCRETE BLOCK AND STONE INLET SEDIMENT FILTER (DROP OR CURB INLET): SHALL BE INSTALLED PER THE DETAIL ON THE PLANS. THE HEIGHT OF THE CONCRETE BLOCK BARRIER CAN VARY BUT MUST BE BETWEEN 12 AND 24 INCHES TALL. A MINIMUM OF 1 INCH CRUSHED STONE SHALL BE USED.

MANUFACTURED SEDIMENT BARRIERS AND FILTER (DROP OR CURB INLET): MANUFACTURED FILTERS, AS SPECIFIED IN THE DETAIL ON THE PLANS, MAY BE USED IF INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

7. **STABILIZED CONSTRUCTION ENTRANCE/EXIT:**

PRIOR TO CLEARING AND/OR GRUBBING THE SITE A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE CONSTRUCTED WHEREVER TRAFFIC WILL EXIT THE CONSTRUCTION SITE ONTO A PAVED ROADWAY IN ORDER TO MINIMIZE THE TRACKING OF SEDIMENT AND DEBRIS FROM THE CONSTRUCTION SITE ONTO PUBLIC ROADWAYS. THE ENTRANCES AND ADJACENT ROADWAY AREAS SHALL BE PERIODICALLY SWEEPED OR WASHED TO FURTHER MINIMIZE THE TRACKING OF MUD, DUST OR DEBRIS FROM THE CONSTRUCTION AREA. STABILIZED CONSTRUCTION EXITS SHALL BE CONSTRUCTED IN AREAS SPECIFIED ON THE PLANS AND AS DETAILED ON THE PLANS.

8. **DUST CONTROL:**

DUST CONTROL DURING CONSTRUCTION SHALL BE ACHIEVED BY THE USE OF A WATERING TRUCK TO PERIODICALLY SPRINKLE THE EXPOSED ROADWAY AREAS AS NECESSARY TO REDUCE DUST DURING THE DRY MONTHS. APPLYING OTHER DUST CONTROL PRODUCTS SUCH AS CALCIUM CHLORIDE OR OTHER MANUFACTURED PRODUCTS ARE ALLOWED IF AUTHORIZED BY THE PROPER LOCAL, STATE AND/OR FEDERAL REGULATING AGENCIES. HOWEVER, IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO MITIGATE DUST AND SOIL LOSS FROM THE SITE.

9. **TEMPORARY VEGETATION:**

TEMPORARY VEGETATION SHALL BE APPLIED TO DISTURBED AREAS THAT WILL NOT RECEIVE FINAL GRADING FOR PERIODS UP TO 12 MONTHS. THIS PROCEDURE SHOULD BE USED EXTENSIVELY IN AREAS ADJACENT TO NATURAL RESOURCES. SEEDBED PREPARATION AND APPLICATION OF SEED SHALL BE CONDUCTED AS INDICATED IN THE PERMANENT VEGETATION SECTION OF THIS NARRATIVE. SPECIFIC SEEDS (FAST GROWING AND SHORT LIVING) SHALL BE SELECTED FROM THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL DATED 3/2003 OR LATER. ALTERNATIVE EROSION CONTROL MEASURES SHOULD BE USED IF SEEDING CAN NOT BE DONE BEFORE SEPTEMBER 15TH OF THE CONSTRUCTION YEAR.

10. **PERMANENT VEGETATION:**

REVEGETATION MEASURES SHALL COMMENCE IMMEDIATELY UPON COMPLETION OF FINAL GRADING OF AREAS TO BE LOAMED AND SEEDED. THE APPLICATION OF SEED SHALL BE CONDUCTED BETWEEN APRIL 1ST AND OCTOBER 1ST OF THE CONSTRUCTION YEAR. PLEASE REFER TO THE WINTER EROSION CONTROL NOTES FOR MORE DETAIL. REVEGETATION MEASURES SHALL CONSIST OF THE FOLLOWING:



75 John Rollwicks Rd. - Suite 1A South Portland, ME 04106 Tel: 207-203-2100
 250 Goddard Rd. - Suite B Lewiston, ME 04240 Tel: 207-783-5678

NOTES
OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION: WEST SHORE DRIVE
PORTLAND, MAINE
FOR: CITY OF PORTLAND MAINE

SCALE: AS SHOWN

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SHEET:
6 OF 12

EROSION CONTROL MEASURES

SEEDBED PREPARATION:

- A. FOUR (4) INCHES OF LOAM SHALL BE SPREAD OVER DISTURBED AREAS AND SMOOTHED TO A UNIFORM SURFACE. LOAM SHALL BE FREE OF SUBSOIL, CLAY LUMPS, STONES AND OTHER OBJECTS OVER 2 INCHES OR LARGER IN ANY DIMENSION, AND WITHOUT WEEDS, ROOTS OR OTHER OBJECTIONABLE MATERIAL.
- B. SOILS TESTS SHALL BE TAKEN AT THE TIME OF SOIL STRIPPING TO DETERMINE FERTILIZATION REQUIREMENTS. SOILS TESTS SHALL BE TAKEN PROMPTLY AS TO NOT INTERFERE WITH THE 14-DAY LIMIT ON SOIL EXPOSURE. BASED UPON TEST RESULTS, SOIL AMENDMENTS SHALL BE INCORPORATED INTO THE SOIL PRIOR TO FINAL SEEDING. IN LIEU OF SOIL TESTS, SOIL AMENDMENTS MAY BE APPLIED AS FOLLOWS:

ITEM	APPLICATION RATE
10-20-20 FERTILIZER (N-P205-K20 OR EQUAL)	18.4 LBS./1,000 S.F.
GROUND LIMESTONE (50% CALCIUM & MAGNESIUM OXIDE)	138 LBS./1,000 S.F.

- C. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH PROPER EQUIPMENT. ROLL THE AREA TO FIRM THE SEEDBED EXCEPT ON CLAY OR SILTY SOILS OR COARSE SAND.

APPLICATION OF SEED:

- A. **SEEDING:** SHALL BE CONDUCTED BETWEEN APRIL 1ST AND OCTOBER 1ST OF THE CONSTRUCTION YEAR. GENERALLY A SEED MIXTURE MAY BE APPLIED AS FOLLOWS: (MDEP SEED MIX 2 IS DISPLAYED)

SEED TYPE	APPLICATION RATE
CREEPING RED FESCUE	0.46 LBS/1,000 S.F. (20 LBS/ACRE)
REDTOP	0.05 LBS/1,000 S.F. (2 LBS/ACRE)
TALL FESCUE	0.46 LBS/1,000 S.F. (20 LBS/ACRE)
TOTAL:	0.97 LBS/1,000 S.F. (42 LBS/ACRE)

NOTE: A SPECIFIC SEED MIXTURE SHOULD BE CHOSEN TO MATCH THE SOILS CONDITION OF THE SITE. VARIOUS AGENCIES CAN RECOMMEND SEED MIXTURES. MDEP RECOMMENDED SEED MIXTURES ARE IN THE EROSION AND SEDIMENT CONTROL BMP MANUAL DATED 3/2003 OR LATER.

- B. **HYDROSEEDING:** SHALL BE CONDUCTED ON PREPARED AREAS WITH SLOPES LESS THAN 2:1. LIME AND FERTILIZER MAY BE APPLIED SIMULTANEOUSLY WITH THE SEED. RECOMMENDED SEEDING RATES MUST BE INCREASED BY 10% WHEN HYDROSEEDING.
- C. **MULCHING:** SHALL COMMENCE IMMEDIATELY AFTER SEED IS APPLIED. REFER TO THE TEMPORARY MULCHING SECTION OF THIS NARRATIVE FOR DETAILS.

SODDING:

FOLLOWING SEEDBED PREPARATION, SOD CAN BE APPLIED IN LIEU OF SEEDING IN AREAS WHERE IMMEDIATE VEGETATION IS MOST BENEFICIAL SUCH AS DITCHES, AROUND STORMWATER DROP INLETS AND AREAS OF AESTHETIC VALUE. SOD SHOULD BE LAID AT RIGHT ANGLES TO THE DIRECTION OF FLOW, STARTING AT THE LOWEST ELEVATION. SOD SHOULD BE ROLLED OR TAMPED DOWN TO EVEN OUT THE JOINTS ONCE LAID DOWN. WHERE FLOW IS PREVALENT THE SOD MUST BE PROPERLY ANCHORED DOWN. IRRIGATE THE SOD IMMEDIATELY AFTER INSTALLATION. IN MOST CASES, SOD CAN BE ESTABLISHED BETWEEN APRIL 1ST AND NOVEMBER 15TH OF THE CONSTRUCTION YEAR, HOWEVER, REFER TO THE WINTER EROSION CONTROL NOTES FOR ANY ACTIVITIES AFTER OCTOBER 1ST.

TRENCH DEWATERING AND TEMPORARY STREAM DIVERSION:

WATER FROM CONSTRUCTION TRENCH DEWATERING OR TEMPORARY STREAM DIVERSION WILL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAINMENT STRUCTURE (E.G. HAY BALE LINED POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE.

STANDARDS FOR TIMELY STABILIZATION:

STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SLOPES -- THE CONTRACTOR WILL CONSTRUCT AND STABILIZE STONE-COVERED SLOPES BY NOVEMBER 15. THE CONTRACTOR WILL SEED AND MULCH ALL SLOPES TO BE VEGETATED BY SEPTEMBER 15. THE MDEP WILL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 15% (6.67H:1V) TO BE A SLOPE. IF THE CONTRACTOR FAILS TO STABILIZE ANY SLOPE TO BE VEGETATED BY SEPTEMBER 15, THEN THE CONTRACTOR WILL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER.

- A. **STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS** -- BY OCTOBER 1 THE CONTRACTOR WILL SEED THE DISTURBED SLOPE WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1,000 SQUARE FEET AND APPLY EROSION CONTROL MATS OVER THE MULCHED SLOPE. THE CONTRACTOR WILL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SLOPE BY NOVEMBER 1, THEN THE APPLICANT WILL COVER THE SLOPE WITH A LAYER OF WOOD WASTE COMPOST AS DESCRIBED IN ITEM 2(C.) OF THIS STANDARD OR WITH STONE RIPRAP AS DESCRIBED IN ITEM 2(D.) OF THIS STANDARD.
- B. **STABILIZE THE SLOPE WITH SOD** -- THE CONTRACTOR WILL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY NOVEMBER 15. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT WILL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% (3H:1V).
- C. **STABILIZE THE SLOPE WITH WOOD WASTE COMPOST** -- THE CONTRACTOR WILL PLACE A SIX-INCH LAYER OF WOOD WASTE COMPOST ON THE SLOPE BY NOVEMBER 15. PRIOR TO PLACING THE WOOD WASTE COMPOST, THE APPLICANT WILL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED SLOPE. THE APPLICANT WILL NOT USE WOOD WASTE COMPOST TO STABILIZE SLOPES HAVING GRADES GREATER THAN 50% (2H:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- D. **STABILIZE THE SLOPE WITH STONE RIPRAP** -- THE CONTRACTOR WILL PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15. THE APPLICANT WILL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.



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NOTES

OF GREAT DIAMOND ISLAND MARINE RAMP

LOCATION:

WEST SHORE DRIVE
PORTLAND, MAINE

FOR:

CITY OF PORTLAND MAINE

SCALE: AS SHOWN

DATE: 8/14/14

SHEET:

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EROSION CONTROL MEASURES

STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SOILS -- BY SEPTEMBER 15 THE CONTRACTOR WILL SEED AND MULCH ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15%. IF THE CONTRACTOR FAILS TO STABILIZE THESE SOILS BY THIS DATE, THEN THE CONTRACTOR WILL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

- A. **STABILIZE THE SOIL WITH TEMPORARY VEGETATION** -- BY OCTOBER 1 THE CONTRACTOR WILL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET, LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT WILL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 15, THEN THE APPLICANT WILL MULCH THE AREA FOR OVER-WINTER PROTECTION AS DESCRIBED IN ITEM 3(C.) OF THIS STANDARD.
- B. **STABILIZE THE SOIL WITH SOD** -- THE APPLICANT WILL STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.
- C. **STABILIZE THE SOIL WITH MULCH** -- BY NOVEMBER 15 THE APPLICANT WILL MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 POUNDS PER 1000 SQUARE FEET ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. PRIOR TO APPLYING THE MULCH, THE APPLICANT WILL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED AREA. IMMEDIATELY AFTER APPLYING THE MULCH, THE APPLICANT WILL ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

CONSTRUCTION SCHEDULE

SITE IMPROVEMENTS WILL MOST LIKELY BEGIN IN ----- DEPENDING UPON FINAL PROJECT APPROVAL. THE FOLLOWING SCHEDULE IS ANTICIPATED FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS.

SCHEDULE

- | | | |
|-------|---|-------------------------------|
| 1. | ESTIMATED CONSTRUCTION TIME: | -- MONTHS |
| *2. | EROSION CONTROL MEASURES PLACED. | WEEK 1 - WEEK 2 |
| 3. | SITE CLEARING AND GRUBBING. | WEEK 2 - WEEK 5 |
| 4. | CONSTRUCTION OF ROAD SUBBASE FOR ACCESS. | WEEK 5 - WEEK 13 |
| 5. | STORMWATER MANAGEMENT AREA CONSTRUCTION. | WEEK 7 - WEEK 9 |
| 6. | UTILITY IMPROVEMENTS AND ROADWAY CONSTRUCTION. | WEEK 7 - WEEK 24 |
| 7. | MULCH SPREAD FOR ----- EROSION CONTROL. | ----- OF CONSTRUCTION YEAR |
| 8. | START FINAL SEEDING ON PREPARED AREAS. (DURING GROWING SEASON.) | WEEK 8 |
| *9. | BIWEEKLY MONITORING OF VEGETATIVE GROWTH. | WEEK 10 |
| **10. | RE-SEEDING OF AREAS, IF NEEDED. | WEEK 10 |
| **11. | REMOVAL OF EROSION CONTROL DEVICES. | UPON FINAL PROJECT COMPLETION |

* HOME CONSTRUCTION ON INDIVIDUAL LOTS MAY BEGIN ONCE THE ROADWAY BASE HAS BEEN SUFFICIENTLY CONSTRUCTED TO ALLOW VEHICLE ACCESS TO THE LOT(S). HOME CONSTRUCTION MAY CONTINUE BEYOND ESTIMATED COMPLETION DATE FOR ROADWAY CONSTRUCTION. DISTURBED AREAS ON INDIVIDUAL LOTS SHALL ALSO BE SUBJECT TO THE EROSION AND SEDIMENTATION CONTROL PROVISIONS CONTAINED HEREIN.

** DATES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE ENGINEER, DEPENDING ON CONSTRUCTION PROGRESS.

INSPECTIONS/MONITORING:

1. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, SNOW STORM OR PERIOD OF THAWING AND RUNOFF, OR AT LEAST EVERY SEVEN (7) DAYS, THE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES. THE CONTRACTOR SHALL PERFORM REPAIRS AS NEEDED TO ALLOW CONTINUED PROPER FUNCTIONING OF THE EROSION CONTROL MEASURE. THE CONTRACTOR SHALL PROVIDE THE NECESSARY REGULATING AGENCIES WITH WRITTEN DOCUMENTATION DESCRIBING DATES OF INSPECTIONS AND NECESSARY FOLLOW-UP WORK TO MAINTAIN EROSION CONTROL MEASURES MEETING THE REQUIREMENTS OF THIS PLAN.
2. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDINGS, THE CONTRACTOR SHALL INSPECT THE WORK AREA SEMIMONTHLY UNTIL THE SEEDINGS HAVE BEEN ESTABLISHED. ESTABLISHED MEANS A MINIMUM OF 85%-90% OF AREAS VEGETATED WITH VIGOROUS GROWTH. RESEEDING SHALL BE CARRIED OUT BY THE CONTRACTOR WITH FOLLOW-UP INSPECTIONS IN THE EVENT OF ANY FAILURES UNTIL VEGETATION IS ADEQUATELY ESTABLISHED.



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NOTES OF GREAT DIAMOND ISLAND MARINE RAMP

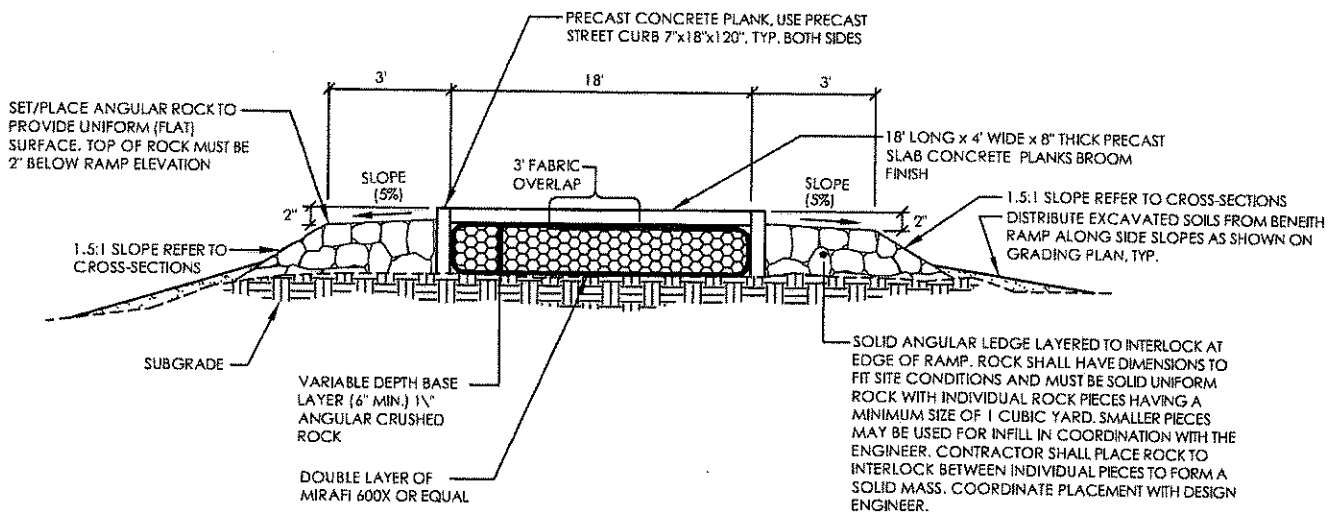
LOCATION: WEST SHORE DRIVE
PORTLAND, MAINE

FOR: CITY OF PORTLAND MAINE

SCALE: AS SHOWN

DATE: 8/14/14

SHEET:
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NOTE:
 PRECAST CONCRETE PLANKS SHALL INCLUDE EMBEDDED STAINLESS STEEL HARDWARE ON ENDS FOR CONNECTION TO ADJACENT PLANK, AND SHALL BE BROOM FINISHED WITHOUT GROOVES.

TYPICAL CROSS-SECTION @ RAMP
 NOT TO SCALE

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CROSS SECTIONS
 OF GREAT DIAMOND ISLAND MARINE RAMP

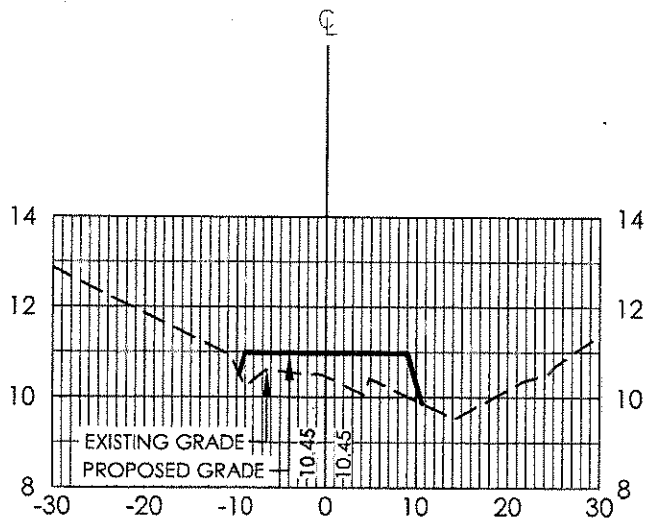
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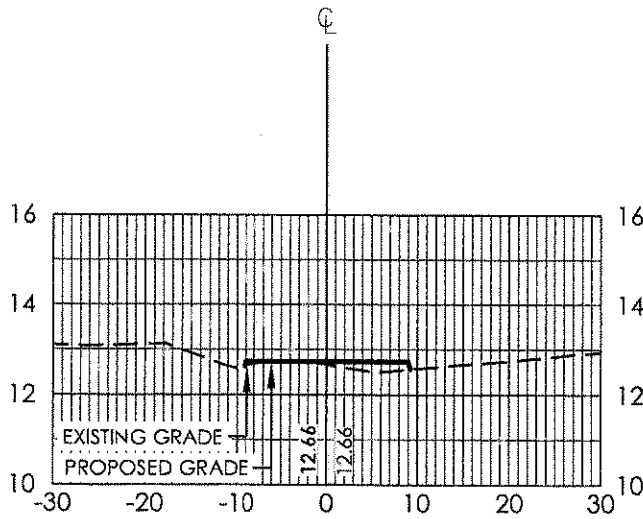
LOCATION:
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 CITY OF PORTLAND MAINE

SHEET:
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1+00.00



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RAMP CROSS-SECTIONS @ CL
SCALE: HORIZ: 1" = 20'
VERT: 1" = 5'

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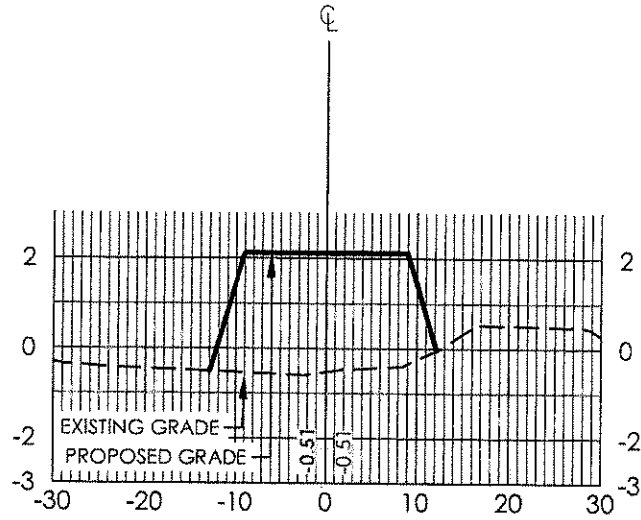
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PORTLAND, MAINE

FOR:
CITY OF PORTLAND MAINE

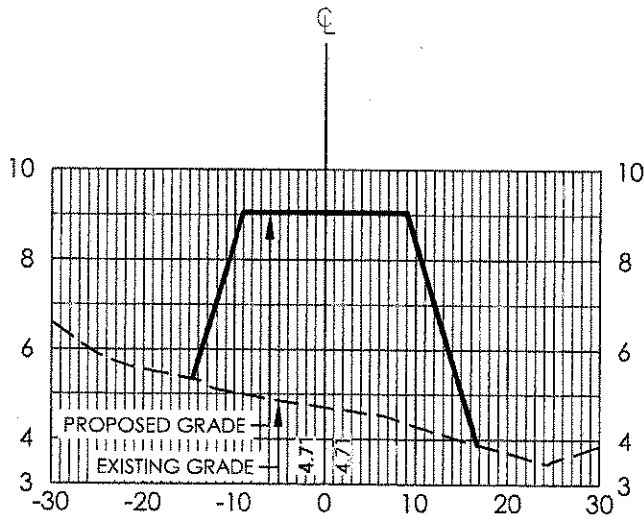
SCALE: AS SHOWN

DATE: 8/14/14

SHEET:
10 OF 12



2+00.00



1+50.00

RAMP CROSS-SECTIONS @ ϵ
 SCALE: HORIZ: 1" = 20'
 VERT: 1" = 5'

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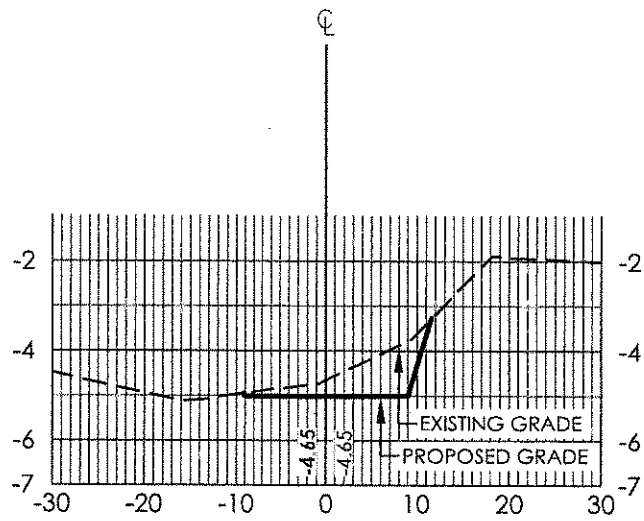
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 11 OF 12



2+36.00

RAMP CROSS-SECTIONS @ CL
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 12 OF 12

Exhibit 7

Other Submitted Applications

Portland Board of Harbor Commissioners: Application for Marine Construction Permit

On October 9th, 2014 our Application for Marine Construction Permit was approved by the Portland Board of Harbor Commissioners at a public hearing held at South Portland City Council Chambers.

Army Corp: Application for Programmatic General Permit

We have submitted our Application for Programmatic General Permit to the U.S. Army Corps of Engineers. The application has been reviewed and is in the process of being issued.

Maine Department of Environmental Protection: Permit by Rule Application

We have submitted our Permit by Rule Application to the Maine Department of Environmental Protection. The application is currently under review. Enclosed are the approved Department of Marine Resources and Inland Fisheries and Wildlife timing of activity applications.

**REQUEST FOR APPROVAL
OF TIMING OF ACTIVITY
(DMR)**

This form is for use in obtaining approval from the **Department of Marine Resources (DMR)** for the timing of certain projects in accordance with Chapter 305 Permit by Rule Standards.

To be filled out by applicant: (Instructions are on the back of this form)

1. **Applicant's name:** City of Portland
Address: 55 Portland Street
Portland, ME 04101
telephone: Sebago Technics, Attn Owens McCullough:207-200-2073

2. I plan to perform the following activity (please check the appropriate box):
- Sec. 3 Intake pipes** (tidal waters only)
 - Sec. 4 Replacement of structures** (tidal waters only)
 - Sec. 7 Outfall pipes** (tidal waters only)
 - Sec. 9 Utility crossings** (any location if performed between Oct. 2 and July 14)
 - Sec. 10 Stream crossings** (any location if performed between Oct. 2 and July 14)
 - Sec. 12 Restoration of natural areas** (tidal waters only)
 - Sec. 15 Public boat ramps** (tidal waters only)
 - Sec. 18 Maintenance dredging** (tidal waters only)

3. Brief description of project: [please include the name of the stream or waterbody, if known]
Rehabilitation of an existing gravel marine landing with new
concrete planks on Great Diamond Island in Casco Bay.

4. I plan to perform this activity between the dates of April 1, 2015 and October 30th, 2015.
(start date) (end date)


5. I have included a map showing the location of my project. *SEE ATTACHED PERMIT BY RULE APPLICATION
*[Please note that if no location map is provided, no approval will be granted by DMR]

6. Send completed form to: DMR Environmental Coordinator
21 State House Station, Augusta, ME 04333

For agency use only:

The Department has reviewed the proposed timing of the activity identified above and:

- approves of the project's timing as proposed.
- requires that the project's timing be changed to occur between _____ and _____
(start date) (end date)
- Other comments: _____


Commissioner of DMR Environmental Coordinator

27 Oct 2014
Date

Region A – Wildlife
358 Shaker Rd.
Gray, ME 04039
Phone: 207-657-2345
Fax: 207-657-2980



Fax

To: Aaron Hunter –Sebago Technics	From: Scott Lindsay
Fax:	Pages:
Phone: 200-2100	Date: 10-21-14
Re: Pcard receipts	CC: [Click here and type name]

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Comments:

Aaron,

Attached is the signed timing of activity for the boat ramp on Great Diamond. There is mapped mudflat and eelgrass in the area but no known wildlife habitat that would be unreasonably impacted by the proposed project.

Scott Lindsay - Biologist

**REQUEST FOR APPROVAL
OF TIMING OF ACTIVITY
(DIF&W)**

This form is for use in obtaining approval from the **Department of Inland Fisheries and Wildlife (DIF&W)** for the timing of certain projects in accordance with Chapter 305 Permit by Rule Standards.

To be filled out by applicant: (Instructions are on the back of this form)

1. **Applicant's name:** City of Portland
Address: 55 Portland Street
Portland, ME 04101
telephone: Sebago Technics, Attn Owens McCullough:207-200-2073

2. I plan to perform the following activity (please check the appropriate box):
 Sec. 9 Utility crossings (if performed between Oct. 2 and July 14)
 Sec. 10 Stream crossings (if performed between Oct. 2 and July 14)
 Sec. 15 Public boat ramps (any location)
 Sec. 16 Activities in coastal sand dunes (moving sand between April 1 and September 1)

3. Brief description of project: [please include the name of the stream or waterbody, if known]
Rehabilitation of an existing gravel marine landing with new concrete planks on Great Diamond Island in Casco Bay.

4. I plan to perform this activity between the dates of April 1, 2015 and October 30th, 2015.
(start date) (end date)

5. I have included a map showing the location of my project. *SEE ATTACHED PERMIT BY RULE APPLICATION
***[Please note that if no location map is provided, no approval will be granted by DIF&W]**

6. Send completed form to the appropriate regional office of the Department of Inland Fisheries and Wildlife. A map of the regions and the regional office addresses has been attached to this form.

For agency use only:

The Department has reviewed the proposed timing of the activity identified above and:
 approves of the project's timing as proposed.
 requires that the project's timing be changed to occur between _____ and _____
(end date) (start date)

Scott Lindsay MDIF&W Biologist 10-21-14
DIF&W representative Position Date