

**WOODARD & CURRAN**  
Engineering • Science • Operations

We appreciate your continued assistance on this project. Please do not hesitate to contact either David Senus or Barry Sheff at Woodard & Curran if you have any questions or comments, (207) 774-2112.

Sincerely,

WOODARD & CURRAN INC.

David Senus, PE  
Project Engineer

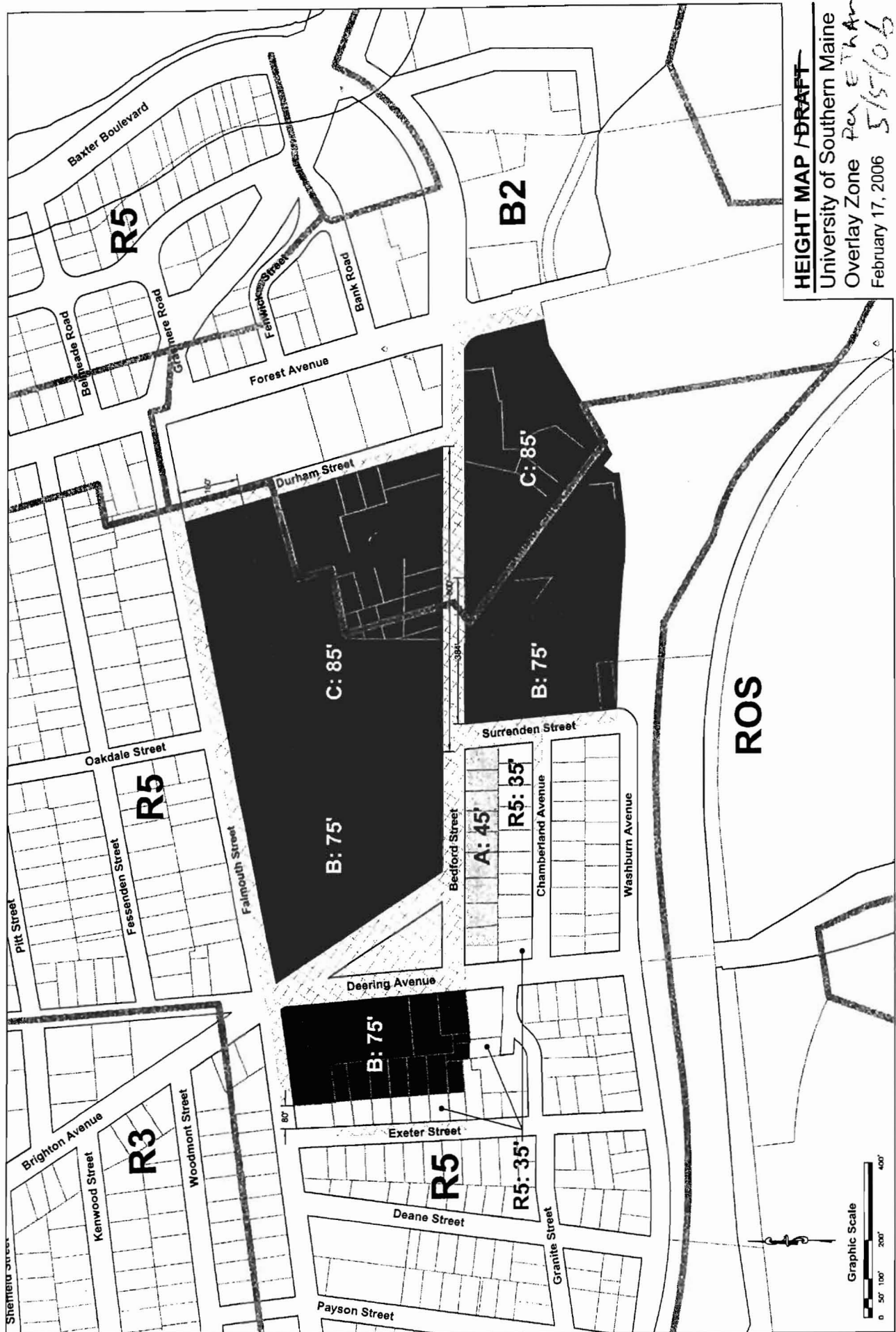
Barry Sheff, PE  
Project Manager

DAS/BSS

Enclosure – Sheet C201A Proposed Site Plan

203840.01

cc: David Early, University of Southern Maine  
Carol Potter, University of Southern Maine  
Bill Fitzpatrick, Koetter Kim Associates





**WOODARD & CURRAN**  
Engineering • Science • Operations

CORPORATE OFFICES: Maine, Massachusetts,  
New Hampshire, New York, Connecticut, Florida, Georgia  
*Operational offices throughout the U.S.*

August 11, 2006

Jean Fraser  
City of Portland Planning Authority  
389 Congress Street  
Portland, ME 04101

Re: University of Southern Maine University Commons, Major Site Plan Application

Dear Jean:

On behalf of the University of Maine System, we submit nine (9) copies of the Major Site Plan Application for the Southern Maine Portland Campus (USM) University Commons project, with supporting documentation, to be used in Planning Board review. In addition, we submit check no. 187579 in the amount of \$200.00 payable to the City of Portland for the Application fee.

These documents were prepared in accordance with Chapter 14, Land Use, of the Code of Ordinances of the City of Portland, Maine, and meet the applicable sections of the City of Portland, Maine, Technical and Design Standards and Guidelines adopted September 1987, last amended March 2000.

The proposed project involves the construction of a four story resource and learning center, known as the Osher Lifelong Learning Institute and the Wishcamper Center for the Muskie School of Public Service, which will consist of classrooms, activity spaces, administrative functions and research staff offices. The project also involves the construction of a two story expansion to the Osher Map Library, located in the Glickman Family Library, which will help accommodate the growing storage needs of the Library. Site improvements associated with the University Commons will include sidewalks, driveways, landscaping and utilities. Construction of the project is anticipated to begin in the fall of 2006 and be completed in time for the 2008 fall semester.

We look forward to working with your office and the Planning Board on this project. Please do not hesitate to contact Woodard & Curran if you have any questions or comments.

Sincerely,

WOODARD & CURRAN INC.

David Senus, PE  
Project Engineer

Barry Sheff, PE  
Project Manager

DAS/BSS

Enclosure

203840.00

cc: David Early, University of Southern Maine  
Carol Potter, University of Southern Maine  
Bill Fitzpatrick, Koetter Kim Associates



October 31, 2006

Shukria Wiar, Planner  
City of Portland Planning Office  
389 Congress Street  
Portland, ME 04101

FF 2006-0150

114 A004

Winslow/Bedford

11/1/06

Re: University Commons, University of Southern Maine  
Major Site Plan Review - Additional Information and Response to Comments

Dear Shukria:

On behalf of the University of Southern Maine, we are submitting 15 copies of additional information in support of the Major Site Plan Application for University Commons, originally submitted August 11, 2006, to be used in Planning Board review. These documents were prepared in accordance with Chapter 14, Land Use, of the Code of Ordinances of the City of Portland, Maine, and meet the applicable sections of the City of Portland, Maine Technical and Design Standards and Guidelines adopted September 1987, last amended March 2000 and the University of Southern Maine Campus Design Principles and Standards, adopted May 23, 2006.

**Additional Material – Listed in Accordance with Application Sections**

**Section 1 – Development Description**

*Section 1.5 – Attachments:*

University Commons Civil Plans, including C200 Demolition, C201 Site Plan, and C202 Utility Plan have been revised to address several comments received from the City and to incorporate several site layout revisions made by the Applicant and the Design Team. Copies of these revised plans are included in this letter and should be inserted in Section 1 of the Application.

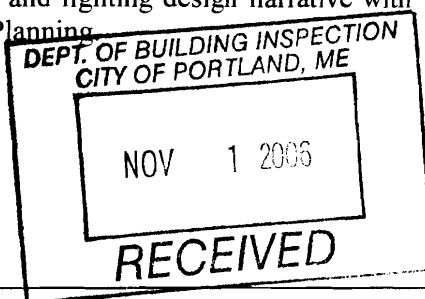
Electrical Plans have been developed by Harriman Associates. These plans, E15.1- Electrical Site Plan Existing Conditions and E25.1-Electrical Utility Site Plan, should be inserted in Section 1 of the Application.

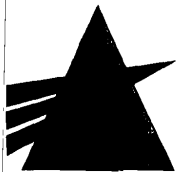
Due to several site layout changes, revised landscaping plans for the project have been developed by Carol R. Johnson Associates, Landscape Architects. Please insert these revised Material and Planting Plans into Section 1 of the Application.

A Site Lighting Plan has been developed by Sladen-Feinstein Integrated Lighting Inc. Please insert this Site Lighting Plan into Section 1 of the Application. A photometric and lighting design narrative with further description of light fixtures will be prepared and forwarded to Planning.

**Section 5 – Off-Site Facilities**

*Section 5.1.3 – Sewer / Wastewater Disposal Attachments:*





Memo to Shukria Wiar dated October 31, 2006, Response to Public and Planning Board Comments, Planning Board Workshop 1, October 10, 2006.

As per request received at the October 10, 2006 Planning Board Workshop, enclosed is USM Portland Campus Vision 2020 Master Plan, University of Southern Maine Campus Overlay Height Map, and University of Southern Maine Overlay Zone Map.

As per City of Portland Land Use Ordinance, Section 14-152.8 of the University of Southern Maine Overlay Zone - "*For any development requiring Major Site Plan Review, the University shall submit to the Planning Board a Campus Housing Analysis.*" Enclosed is a Campus Housing Analysis for Development of "University Commons", dated October 25, 2006; a listing of University of Southern Maine Commuting Students by Community; a listing of University of Southern Maine Resident Students by Community; and a listing of University of Southern Maine Employees by Community.

### **Comments and Responses:**

#### **Memo from Sebago Technics Reviewing Site and Stormwater**

The following responses address comments received in the September 28, 2006 memo from Jim Seymour, Sebago Technics to the City of Portland outlining review of site and stormwater components of the University Commons project.

#### ***Stormwater Management***

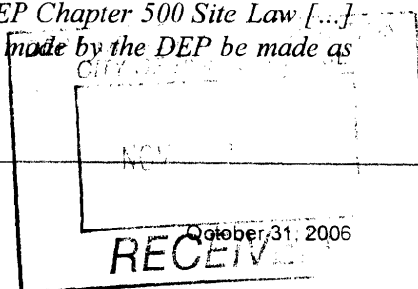
**Comment:** *The existing site envelope is fully developed comprised of primarily commercial/industrial buildings and associated paved access with minimal scattered vegetation. [...] The applicant needs to investigate installing a new storm sewer in Bedford Street, as part of the City COS separation needs. With the additional travel lane this is the ideal time to complete this work. The applicant is already proposing to move catch basin and complete major lane improvements.*

**Response:** The Applicant is working with the City of Portland Department of Public Works in planning construction of the project, including the work on Bedford Street. The Applicant will await word from the Department of Public Works to determine their interest in proceeding with separation work at this time.

**Comment:** *In addition to the project currently proposed, this Stormwater Management Plan also considers an additional building that the University intends to construct in the future. The University is seeking approval for the DEP stormwater permit in anticipation of the future build-out with the understanding that a future planning board approval will be required for the any additional building or site improvements not included on the current plans.*

**Response:** The Applicant understands that Planning Board approval will be necessary for future construction not included in the current plans.

**Comment:** *This project will be required to meet the latest version of MeDEP Chapter 500 Site Law [...] Therefore we recommend that the provisions and findings of stormwater as made by the DEP be made as a condition of approval for the City Site Plan application.*





**Response:** The design engineer will be under contract to oversee portions of the construction process including the installation of the specified and designed BMPs. A note has been added to sheet C202 to ensure the Contractor contacts the design engineer to oversee this work.

**Comment:** *The porous paving and other infiltration BMP should be done when the majority of the site work has been completed and stabilized to prevent contamination of the materials.*

**Response:** The sequence of construction will be developed such that porous pavement and other infiltration BMPs will be installed near the end of the project to prevent clogging of the filter media. A note has been added to sheet C202.

**Comment:** *The roof detention modeling should be explained in more detail. Our concern is that the time of concentration is nearly instantaneous, and once the roof is inundated with runoff is a pond, so there will be no continuous flow, thereby the rates of runoff could be higher than modeled.*

**Response:** A standard time of concentration of 0.1 hours (6 minutes) was used in modeling roof runoff to account for travel through the system and any potential detention in the roof drain system. Subsequent to the submission of the original application, a decision was made to incorporate a stormwater collection tank for the reuse of runoff in the OLLI Wishcamper Building. As a result, the runoff rates generated by the model likely represent an overestimation of the true runoff rate.

#### **Road Access/Circulation**

**Comment:** *The City's Consulting Traffic Engineer is reviewing the traffic design and road improvements planned for Bedford Street as part of the application. We feel the Traffic Engineer and Public Works Engineer should review the street orientation and lane improvements to Forest Avenue. Until such time as the layout is approved it will be difficult to comment on specific grading and drainage details.*

**Response:** No response required.

**Comment:** *Internally to the site we also believe the traffic engineer for the City should review access movements [...] Our only concern has to do with standard widths of the access roads/loops. However we are not certain to the actual use, (whether maintenance, two way, or general traffic use) or patterns. In either case the applicant must discuss the request to reduce the width and request a waiver of the 24-foot standard width. We would also appreciate if the planner could have the fire and emergency responders discuss access and lane widths as well.*

**Response:** The narrower lanes specified for access roads/loops on the project site will serve as traffic calming measures, following the guidelines expressed in Standard B-4: Traffic-calming, of the University of Southern Maine Campus Design Principles and Standards. In light of our compliance with the Design Principles and Standards we request a waiver from the 24-foot wide driveway.

#### **Grading/Erosion Control**

**Comment:** *Dust created from tracking dirt onto Bedford will be a concern with number of pedestrian and students in the area. We recommend that the contractor be required to have vacuum commercial street sweeper be available as needed.*



**Comment:** *For the size of services needed to serve the building, we request that the individual utility companies review the proposed layout of services and sizing prior to final approvals. Does the utility sizing and locations incorporate connections for future development on the parcel?*

**Response:** We have been in contact with utility companies with regards to capacity, and all utilities have been sized accordingly. Enclosed is a letter from the Portland Water District identifying their ability to serve the project's stormwater and wastewater needs. We are waiting for a response from the Portland Water district regarding their ability to serve for water needs, as well as responses from the City of Portland on sewer and stormwater and will forward them upon receipt. Services will be installed and capped for the future building such that current proposed work will not be affected.

**Comment:** *We did not see any provisions for electrical services. Will transformers be needed or will the transformers be located within a designated portion of the building(s)?*

**Response:** Electrical Site Plans, E15.1 and E25.1, have been attached to this submittal.

### **General**

**Comment:** *Has any type of security fencing been considered to deter unauthorized people from entering the site, especially children after hours during and after project construction?*

**Response:** The contractor will install security fencing as necessary to address concerns of both public safety and the potential for vandalism. Site safety has been outlined as the responsibility of the contractor within the contract documents.

**Comment:** *No site lighting, lighting plan or related details were observed with submittal.*

**Response:** A site lighting plan has been developed and included in this submittal. In addition, the Applicant's lighting engineer is working on a photometric plan and site lighting narrative, which will be forwarded to the City, upon completion, for review.

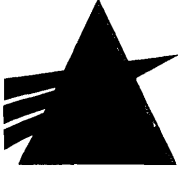
**Comment:** *Will the site require on site dumpsters for trash or waste collection? If not how will it be handled and where are the service areas for pickup?*

**Response:** The site plan indicates that trash receptacles will be located inside buildings and trash collection will be at load-out areas at each building. No exterior dumpsters are specified as part of this project.

**Comment:** *Due to the sensitivity of the stormwater quality measures, where or how will snow be removed and stored during winter periods? Please label all snow removal methods or storage on the plan sets.*

**Response:** Snow storage areas are indicated in the plans and can be seen on sheet C201. Winter maintenance has been addressed in Addendum Number 1 to Section 6, Stormwater Management, see attached.

**Comment:** *We will need more details for the bio-retention areas and Rain gardens along with more data as suggested by the design engineer on the filtration/porous pavement specifications prior to final approvals.*



- Governor's Deed, Release of Land to University of Maine, Land at End of Winslow Street, Abutting I295 Right of Way, 15 copies
- Purchase and Sale Agreement, Eastern Electric to University of Maine, 15 copies
- Memo to Shukria Wiar, University Commons, Response to Public and Planning Board Comments
- USM Portland Campus Vision 2020 Master Plan, 15 copies
- University of Southern Maine Campus Overlay Height Map, 15 copies
- University of Southern Maine Overlay Zone Map, 15 copies
- Campus Housing Analysis for Development of "University Commons", dated October 25, 2006, 15 copies
- University of Southern Maine Commuting Students by Community, 15 copies
- University of Southern Maine Resident Students by Community, 15 copies
- University of Southern Maine Employees by Community, 15 copies

203840.01

cc: David Early, University of Southern Maine  
Carol Potter, University of Southern Maine  
Bill Fitzpatrick, Koetter Kim Associates



WELLS	7
WEST BAL	1
WEST BOO	1
WEST GAR	4
WEST NEW	1
WEST PAR	3
WESTBROO	13
WESTPORT	1
WHITEFIE	4
WHITING	1
WILTON	1
WINDHAM	9
WINDSOR	1
WINSLOW	18
WINTERPO	1
WINTHROP	14
WISCASSE	9
WOODLAND	1
WOOLWICH	3
YARMOUTH	5
YORK	13
1AK	2
1CA	2
1CO	4
1CT	29
1DE	2
1FL	7
1GA	1
1IA	1
1IL	1
1KY	1
1MA	136
1MD	2
1MI	1
1NC	1
1NH	81
1NJ	8
1NY	15
1OH	1
1OR	1
1PA	4
1RI	8
1TX	3
1VA	5
1VT	43
3FOREIGN	5
-----	
Total	1481

NEW SHAR	5
NEWCASTL	5
NEWPORT	1
NEWRY	1
NOBLEBOR	1
NORRIDGE	1
NORTH AN	2
NORTH BE	8
NORTH HA	1
NORTH VA	1
NORTH WA	4
NORTH YA	3
NORTHPOR	2
NORWAY	6
OAKLAND	13
OLD ORCH	7
OLD TOWN	3
ORLAND	1
ORONO	4
ORRINGTO	2
OTISFIEL	4
OWLS HEA	2
OXFORD	6
PALMYRA	2
PARSONSF	3
PATTEN	1
PENOBSCO	1
PERHAM	2
PERRY	1
PERU	5
PHIPPSBU	2
PITTSFIE	4
PLEASANT	1
POLAND	5
POLAND S	1
PORTER	2
<b>PORTLAND</b>	<b>53 *</b>
POWNAL	2
PRESQUE	6
PRINCETO	1
PROSPECT	1
RANDOLPH	4
RANGELEY	2
RAYMOND	5
READFIEL	3
RICHMOND	4
RIPLEY	2
ROCKLAND	9
ROCKPORT	3
ROCKWOOD	1
ROME	2
RUMFORD	5
SABATTUS	5

CORNVILL	1
CRYSTAL	1
CUMBERLA	6
CUSHING	1
DAMARISC	4
DAYTON	1
DEER ISL	1
DENMARK	3
DEXTER	2
DIXFIELD	2
DOVER FO	1
DOVER-FO	2
DURHAM	3
EAGLE LA	3
EAST BAL	2
EAST BOO	1
EAST DIX	1
EAST HOL	1
EAST MAC	2
EAST MIL	1
EAST NEW	1
EAST WAT	2
EASTBROO	1
EASTON	1
EASTPORT	3
EDDINGTO	1
ELIOT	11
ELLSWORT	8
EXETER	2
FAIRFIEL	8
FALMOUTH	6
FARMINGD	2
FARMINGT	1
FORT FAI	5
FORT KEN	4
FREEDOM	1
FREEPORT	4
FRENCHVI	1
FRYEBURG	5
GARDINER	9
GLENBURN	1
GORHAM	19
GRAND IS	1
GRAY	7
GREENE	7
GREENVIL	2
GUILFORD	2
HALLOWEL	5
HAMPDEN	3
HANCOCK	2
HARMONY	1
HARPSWEL	1
HARRINGT	1

## **Student Housing**

It is difficult, if not impossible, to identify where “Portland campus” students reside, as students who reside off campus are not necessarily tied to a particular campus. Attached, however, are spreadsheets showing the residence of **USM resident and commuting students**.

The following represents the number of students indicating a residence in the City of Portland:

<b><u>Student Residents</u></b>	<b><u>% of Total Full Time Students</u></b>
2,018	20.1

## **Employee Housing**

Again, attached is a spreadsheet showing the residence of **USM employees**. The following represents the number of those employees indicating a City of Portland address.

<b><u>Employee Residents</u></b>	<b><u>% of Total Employees</u></b>
569	27.4

The Development of University Commons is to create a new home for the Muskie School of Public Service, the Osher Lifelong Learning Institute, and to provide expanded vault space for the Osher Map Library. The development of University Commons will not impact current housing demand, as these programs are all existing programs, presently operating on the Portland Campus



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

August 10, 2006

Kenneth Volock, P.E.  
Woodard & Curran  
41 Hutchins Drive  
Portland, Maine 04102

**Re: University Commons at USM – Wastewater Treatment**

Dear Mr. Volock,

In response to your letter dated August 8, 2006, please accept this letter as confirmation that there is adequate capacity at the Portland Water District's East End Wastewater Treatment Facility to accommodate the estimated 6,375 gallons per day of sewage that will be generated once the Osher Lifelong Learning Institute and the Wishcamper Center for the Muskie School of Public Service facility is developed. It is understood that the expansion of the Osher Map Library will not result in any increase of wastewater from the project.

Your letter went on to explain that stormwater collected from the project site will result in a net reduction of stormwater feeding the interceptor system operated by the Portland Water District, thus reducing stormwater flow to our pump stations and ultimately the treatment facility.

Average daily design flow at the facility is 19.8 million gallons per day (mgd). Daily flow to the facility since 2001 has averaged 18.33 million gallons a day.

If you should have any further questions, please contact me at 207-523-5262.

Regards,

Portland Water District  
Michael Greene  
Plant/Systems Manager, Wastewater

C: S. Rose, Maine DEP  
Eric Labelle, City of Portland



# Pike Industries Inc. HMA DESIGN

## SUBMITTAL DATA

Reference # Date: **8/4/2006**Contractor: **Pike Ind., Inc.**Item #: \_\_\_\_\_ Grading: **O.G.F.C.**

Item #: \_\_\_\_\_ Grading: \_\_\_\_\_

Mix code: \_\_\_\_\_ Gyration: **50**

## PLANT DATA

Plant #1 Make: **Stansteel**Size: **3 ton**Type: **BATCH**Location: **Poland-709**

Plant #2 Make: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Location: \_\_\_\_\_

## BITUMEN DATA

Source #1 Grade: **PG 70-28**Refiner: **Bitumar**Supplier: **H.O.Buchard**

Source #2 Grade: \_\_\_\_\_

Refiner: \_\_\_\_\_

Supplier: \_\_\_\_\_

## HMA DESIGN DATA

Design ESAL'S: **.3 to <3** Depth Fr. Surf.: **<100mm**Nominal Sieve Size: **12.5**Design % Binder: **5.5** VMA %: \_\_\_\_\_Compaction Temp.: **146 C** Mixture Temp.: **155 C**

Sp. Gr. of Agg. (Gsb): \_\_\_\_\_ Dust/Asphalt Ratio: \_\_\_\_\_ VFB %: \_\_\_\_\_

(Contractors Value) Max. Sp.Gr., (Gmm): \_\_\_\_\_

(Contractors Value) Avrg.Bulk Sp.Gr., (Gmb): \_\_\_\_\_

Puck Wt. Grams **4700**

## AGGREGATE DATA

	Size	Pit	Quarry	Original Source & Owner	Current Location	Current Owner
1	1/2" Cr. Stn.		X	Pike Ind.Inc.-Poland	Poland	Pike Industries Inc.
2	W-Stn.Dust		X	Pike Ind.Inc.-Poland	Poland	Pike Industries Inc.
3	3/8" Cr.Stn.		X	Pike Ind.Inc.-Poland	Poland	Pike Industries Inc.
4	Fiber				Poland	Pike Industries Inc.
5						
6						
7						

## Stockpile Gradations....Percentages Passing Sieve Size

	50mm	37.5mm	25mm	19mm	12.5mm	9.5mm	4.75mm	2.36mm	1.18mm	.60mm	.30mm	.150mm	.075mm
% Used	2"	1-1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#16	#30	#50	#100	#200
1	87.0			100	91	27	3	2	2	2	1	1	0.7
2	2.7				100	100	85	57	39	24	12	4	1.6
3	10.0				100	97	26	6	5	4	3	2	1.6
4	0.3												
5													
6													
7													
	100.0	TOTAL											

## JOB-MIX SPECIFICATIONS

Aim				<b>100</b>	<b>95</b>	<b>38</b>	<b>15</b>	<b>7</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1.0</b>
					100	31	8	3	1	1	1	0	-1
Range					100	45	22	11	9	7	5	4	3
Spec.					95	35		3					0
Limits				100	100	40		7					1

Submitted by: **Peter Moulton**

(Signature)

Title: **QC Tech III**

## \*MAINE DOT USE ONLY\*

### JOB MIX SPECIFICATIONS

### DOT Aggregate Test Results (Blend)

CA Angularity ( ASTM D5821 )  
 Uncomp.Vd Cont F.A.( AASHTO T304 )  
 Flat & Elongated ( ASTM D4791 )  
 Sand Equivalent ( AASHTO T 176 )  
 Washington Degradation (Maine DOT)  
 Micro-Deval ( AASHTO TP58-99 )  
 Combined AGG. Gsb

Design Status: \_\_\_\_\_

Job Mix No.: \_\_\_\_\_

	Temp.@ pb % Plant,C	Temp.@ Street,C
Aim	5.8	
Lower Range		
Upper Range		

### Fines to Effective Binder Ratio

% Passing

Pb % 75 ym sieve

Lower Range		
Aim		
Upper Range		

Comments:

Fiber is cellulose fiber to prevent draindown

Note: PGAB is 70-28

Date Authorized:

Authorized by:

**ADDENDUM NO. 1 TO:**  
**6. STORMWATER MANAGEMENT**

The following information should be added to Section 6 Stormwater Management, as submitted to the City of Portland and to the Maine Department of Environmental Protection, on August 11, 2006.

**6.4 MAINTENANCE OF STORMWATER SYSTEMS**

The following maintenance procedures will be followed for vegetated swales and the subsurface detention structure:

**6.4.5 Porous Pavement**

For the first six months after completion of construction, the porous pavement areas will be inspected after each major storm to check for surface ponding. After the first six months, the porous pavement areas will be inspected semi-annually in the spring and in the fall. Visual inspections will enable walkways to be kept clean and clear through contracting periodic sweeping and winter plowing as required. Porous pavement areas will be plowed as often as necessary to maintain public safety, but sanding will not be allowed. If cracks or potholes develop in small sections of the porous pavement, patching mixes can be used for repair. If the porous pavement becomes clogged, half-inch holes can be drilled every few feet in the pavement to improve drainage.

The University will have the porous pavement vacuumed within the project site two times per year, in conjunction with the visual inspections, to prevent clogging of pavement pores. Cleaning the pavement with high pressure water or compressed air will not be allowed. All material removed from the pavement and nearby inlet structures should be disposed of properly.

References:

2006 Pennsylvania Stormwater Best Management Practices Manual

1999 EPA Stormwater Technology Fact Sheet: Porous Pavement

**6.6 ATTACHMENTS**

The following additional attachments have been included with this addendum:

Catch Basin Semi-Annual Visual Inspection Record

Parking Lot/Driveway Annual Visual Inspection Record

Manufactured Stormwater Treatment Unit - Vortechs 2000 Semi-Annual Visual Inspection Record

Rain Gardens and Tree Box Filters Visual Inspection Record

Porous Pavement Visual Inspection Record

[illegible]



**(UNIT IS CURRENTLY IN PLACE AND INSPECTED SEMI-ANNUALLY)**

[illegible]

2. For optimum performance, the System should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of a spill, the System should be cleaned immediately.

**POROUS PAVEMENT  
VISUAL INSPECTION RECORDS**

       **INITIAL STORM INSPECTION:** For the first six months perform inspections after each major storm to check for surface ponding.

       **ANNUAL INSPECTION:** Following the first six months, Porous Pavement should be inspected twice a year in the spring and in the fall.

**NOTE:** Sweeping and winter plowing can be carried out as necessary, but sanding is not allowed.

Pavement Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Inspector (s): \_\_\_\_\_

1. Problems observed (i.e. ponding):

Cracking or broken pavement: \_\_\_\_\_

Ponding or signs of ponding: \_\_\_\_\_

Sediment/Clogged pores: \_\_\_\_\_

Trash: \_\_\_\_\_

Oil: \_\_\_\_\_

Faded striping: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Follow-up actions required following inspection (i.e. sweeping, vacuuming, patching, or other drainage improving measures):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name and title of person(s) notified of inspection results:

\_\_\_\_\_  
Name Title date

\_\_\_\_\_  
Name Title date

4. Signature of inspector: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
date



UNIVERSITY OF  
**SOUTHERN MAINE**

Division of Finance  
and Administration

Thursday, October 26, 2006

City of Portland  
Planning Board  
389 Congress Street, room 308  
Portland, ME 04101

Dear Sirs:

At their November, 2004 meeting; the University of Maine System Board of Trustees approved the attached agenda item authorizing the University of Southern Maine to undertake a \$25 million capital campaign. The resolution approved by the Trustees indicates that \$14 million of the capital campaign funds will be utilized to carry out the "University Commons" project which includes the proposed expansion of the Osher Map Library and the Smith Center for Cartographic Education as well as a new entrance for the Glickman Family Library.

As indicated in the attached letter for Ms. Elizabeth O. Shorr, USM Vice President of University Advancement and President of the University of Southern Maine Foundation, the capital campaign has been extremely successful and will continue through the December 31, 2006 completion date. Although a number of gifts to the capital campaign have resulted in the University immediately receiving the funds, other gifts are pledged to be paid over several years. The University of Maine System allows the individual campuses to borrow against these gift pledges on an internal basis and thus the pledged funds become available for the project with an internal loan by the System being repaid as the pledges are actually received.

Through the success of the capital campaign and the ability to internally borrow against pledged gifts, the University of Southern Maine has the financial capacity to develop and operate the Osher Map Library / Smith Center for Cartographic Education / Glickman Library Entrance expansion.

Sincerely,

Samuel G. Andrews  
Chief Financial Officer  
University of Southern Maine

P.O. Box 9300, Portland, ME 04104-9300  
(207) 780-4484, TTY (207) 780-5646, FAX (207) 780-4549  
[www.usm.maine.edu](http://www.usm.maine.edu)

A member of the University of Maine System

## AGENDA ITEM SUMMARY

1. **NAME OF ITEM:** University of Southern Maine Intent to Undertake a Major Fundraising Campaign
2. **INITIATED BY:** Chancellor Joseph W. Westphal
3. **BOARD INFORMATION:** **BOARD ACTION:** XXX
4. **BACKGROUND:**

The University of Southern Maine is requesting permission to initiate a capital campaign for \$25,000,000. The Campaign includes goals for capital projects, additional endowment, special projects and the annual fund. At the heart of this effort will be the University Commons, an attractive, vital transformation of the Portland campus that will bring students and the greater Portland community together in state of the art facilities framing an open landscaped quadrangle in the center of the campus. The creation of the University Commons will result in a unique center for civic and public engagement on the USM Portland campus.

Anchored by the Albert Brenner Glickman Family Library, and the Abromson Community Education Center, the Commons will also include the new home for the Osher Lifelong Learning Institute, the soon to be constructed Muskie School of Public Service, and an expanded Osher Map Library and reorient the Glickman Library to face the campus. The Commons will include an enclosed pedestrian walkway, linking the University Commons buildings with the entire campus.

The Planning and Assessment Study, conducted earlier this year, indicates strong community support for this work. 99% of the community interviewed during the assessment phase of the campaign indicated the Commons as a highest priority for volunteer and leadership support.

Campaign Start Date:	Immediately
Completion Date:	December 31, 2006
Fundraising Goal:	\$25,000,000

5. **TEXT OF PROPOSED RESOLUTION:**

THAT the Board of Trustees authorize a \$25,000,000 major fundraising campaign for USM for capital projects, additional endowment, and to create the University Commons.

GOVERNOR'S DEED  
(with Reverter)

KNOW ALL PERSONS BY THESE PRESENTS, that the STATE OF MAINE, acting by and through its Governor, on recommendation of the Commissioner of its DEPARTMENT OF TRANSPORTATION, under and pursuant to the provisions of 23 M.R.S.A., Section 61, for consideration, the sufficiency of which is hereby acknowledged, RELEASES to THE UNIVERSITY OF MAINE SYSTEM, organized as a non-profit corporation of the State of Maine, with offices at 16 Central Street in Bangor, Maine, its successors and assigns forever, all its right, title and interest in and to a certain lot or parcel of land situated on the southerly side of Winslow Street, so-called, at its intersection with the westerly sideline of the right-of-way of State Highway "295", also known as Interstate 295, in Portland, County of Cumberland and State of Maine, and being as shown on a Right-of-way Map for State Highway "295" Portland, Cumberland County, Federal Aid Project Number I-295-3(28), dated January 1967, File Number 3-185, sheet 57 of 73, on file at the offices of the Maine Department of Transportation in Augusta, bounded and described as follows:

BEGINNING at a point on the southerly sideline of Winslow Street at its intersection with the westerly sideline of the right-of-way of Route 295;

THENCE S 26° 51' 18" W along said westerly sideline of Route 295, a distance of 34.00 feet;

THENCE S 51° 22' 05" W continuing along said westerly sideline of Route 295, a distance of 23.93 feet to land now or formerly of the University Of Southern Maine Foundation;

public purposes only; and if said property or any interest in it, or any portion of it, is transferred, or if it is used for any commercial or other non-public purposes, said property shall at once REVERT to, and re-vest in, the Grantor, its successors or assigns; and that such reversion, should it occur, shall be automatic and require no further act of conveyance or documentation in order to be effective.

BEING a portion of premises acquired by the State of Maine from Charles T. Hayes, Jr. and Beatrice Hayes by warranty deed dated July 19, 1968 and recorded at the Cumberland County Registry of Deeds on July 23, 1968 in Volume 3049 at Page 553; and a portion of premises acquired from Reuben Katz by warranty deed dated January 10, 1969 and recorded at said Registry Of Deeds on January 15, 1969 in Volume 3072 at Page 435.

THE STATE OF MAINE makes no representations or warranties with respect to the premises hereby conveyed. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the premises or any portion thereof for any particular purposes; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; status of title to or rights within that area lying between the high and low water marks; or the existence, status, or condition of access to, or public utilities serving the premises. Any subsequent use of, improvement to, or construction on the parcel shall be subject to all applicable laws, regulations, ordinances, and permitting requirements.

## PURCHASE AND SALE AGREEMENT

This Agreement made this 27th day of July, 2006, by and between Eastern Electrical Corp., a Maine corporation ("Seller"), and The University of Southern Maine Foundation, a Maine non-profit corporation or assigns ("Buyer").

1. PREMISES: Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land, with the improvements thereon, located at 20 Bedford Street in Portland, Maine and more particularly described in the attached Exhibit A (the "Premises").

2. PURCHASE PRICE: Buyer agrees to pay to Seller for the Premises and the Personal Property the sum of Two Million Dollars (\$2,000,000.00) (the "Purchase Price"), payable as follows:

One Million Dollars (\$1,000,000.00) at closing in the form of a promissory note to Seller payable in equal annual installments of principal over five (5) years with interest at 5.5% per annum in the form of the attached Exhibit B, to be secured by a mortgage upon the Premises in the form of the attached Exhibit C; and

One Million Dollars (\$1,000,000.00) at closing in cash or check drawn on a local Maine bank.

3. CLOSING: Unless otherwise agreed in writing, the closing shall occur on the last business day on or before July 27, 2006 at 10:00 a.m. in the offices of Preti Flaherty, One City Center, Portland, Maine.

4. DEED, TITLE: Seller agrees to convey to Buyer good and marketable title to the Premises, by warranty deed delivered at closing, free and clear of encumbrances except (i) as set forth in Exhibits A, (ii) easements for utilities that do not interfere with the beneficial use or enjoyment of the Premises, (iii) zoning and building laws or ordinances, and (iv) real estate and personal property taxes assessed but not due and payable. Should title to the Premises prove to be defective at closing, for any reason other than one specified as aforesaid, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) in which to correct and cure such defects and the closing shall be extended for such reasonable period. Seller shall use reasonable efforts to timely cure such defects, which efforts shall not require the commencement of litigation by Seller. If such defects cannot be cured within such a reasonable period, then Buyer shall either (i) elect to close and accept title "as is", without reduction in the Purchase Price, (ii) if such defect is susceptible of cure by the payment of money, elect to close, to pay for such cure and deduct such amount from the Purchase Price at closing, or (iii) terminate this Agreement whereupon neither party shall have any further obligations hereunder.

5. COLLATERAL DOCUMENTS: The parties further agree to execute and deliver to each other at the closing such title insurance affidavits, residency affidavits, evidences of authority and further documents as are reasonably necessary to effect the conveyance of Premises or to comply with applicable laws. Buyer agrees to deliver an opinion of counsel addressed to Seller stating that the execution and delivery of the Note and Mortgage are within

set forth as Exhibit D shall be delivered to Buyer at the closing, with the improvements on the Premises to be in the same condition as they are now, reasonable use and wear excepted. Upon the relocation of Seller's business and the vacating of the Premises when required pursuant to the terms of the Lease, Buyer shall reimburse Seller for its actual documented expenses of relocation up to a maximum amount of \$50,000. Seller's expenses shall include the labor of its employees used for relocation purposes, billed at their standard rates.

11. DEFAULT: Upon Buyer's default under this Agreement, \$50,000 shall be paid to Seller as liquidated damages in lieu of any other legal or equitable remedy. Upon Seller's default under this Agreement, Buyer shall have all remedies available at law and equity, including the right of specific performance.

12. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to Buyer that the following are true as of the date of this Agreement:

(a) To the Seller's knowledge, (i) Seller is the owner of the Premises free and clear of all leases and other encumbrances that will be binding on Buyer following the closing hereunder, (ii) there are no material violations of laws, regulations or zoning ordinances affecting the Premises, and (iii) there are no claims, actions, condemnations, or other proceedings pending or threatened that materially affect the Premises, or this transaction.

(b) Seller has not released, disposed of or knowingly permitted the release or disposal of any hazardous substance or other environmental contaminant on Premises and Seller except in accordance with applicable laws and regulations, and Seller has no knowledge of any prior or threatened release or disposal of hazardous substances or other environmental contaminant on or near the Premises.

(c) Seller is a corporation legally existing and in good standing under the laws of the State of Maine with the power and authority to enter into and perform its obligations hereunder and this Agreement is, and all documents to be executed and delivered by Seller at the closing will be, duly authorized and not in violation of any agreement or judicial order to which Seller is subject.

13. REAL ESTATE BROKER: Each party represents and warrants that no real estate broker has been involved in this transaction. Each party shall indemnify and hold harmless the other for breach of the representation and warranty in this paragraph, with the indemnifying party being the party whose actions give rise to the claim asserted.

14. NOTICES: Any notices elections or exercise of contingencies under this Agreement shall be in writing, delivered in hand or sent by certified mail, return receipt requested, addressed as follows:

To Buyer: University of Southern Maine Foundation  
P.O. Box 9300  
Portland, ME 04104  
Attn: Elizabeth O. Shorr, President



### Exhibit A

A certain lot or parcel of land with the buildings thereon situated on the southeasterly side of Bedford Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning on the southeasterly side line of Bedford Street at a point one hundred one and sixty-six hundredths (101.66) feet southwesterly thereon from the southwesterly side line of Forest Avenue according to a survey of April 1921, thence southwesterly by the southeasterly side line of Bedford Street two hundred twenty-one (221) feet, more or less, to an iron pin at the northerly corner of land conveyed by Forest City Chevrolet to Frankton Realty Corporation by deed dated July 1, 1970 and recorded in Cumberland County Registry of Deeds in Book 3133, Page 446, thence southeasterly by said land of Frankton Realty Corporation one hundred forty-eight (148) feet, more or less, to an iron pin; thence easterly by land conveyed by Jacob Agger to Walter T. Miles by deed dated November 11, 1971 and recorded in said Registry of Deeds in Book 3202, Page 470; and by land conveyed by Timothy J. O'Donovan, Jr. et al to Saco Brick Company, by deed dated March 3, 1972 and recorded in said Registry of Deeds in Book 3215, Page 56 fifty-nine and thirty-nine hundredths (59.39) feet, more or less, to land conveyed by National Biscuit Company to Deering Village Corporation by deed dated November 10, 1954 and recorded in said Registry of Deeds in Book 2206, Page 112, thence northwesterly by said land of Deering Village Corporation fifty-four and twenty-eight hundredths (54.28) feet, more or less to an angle; thence northeasterly by said land of Deering Village Corporation one hundred twenty-two (122) feet, more or less to an angle; thence northwesterly by said land of Deering Village Corporation ten (10) feet to an angle; thence northeasterly by said land of Deering Village Corporation ninety (90) feet, more or less, to an angle; thence northwesterly by said land of Deering Village Corporation seventy (70) feet, more or less, to the point of beginning.

This conveyance includes the benefit of a right-of-way seven and one-half (7-1/2) feet in width lying southwesterly of the line of land conveyed by Forest City Chevrolet to Frankton Realty Corporation as aforesaid, and is made subject to a right-of-way seven and one-half (7-1/2) feet in width lying northeasterly of said line.

Excepting however, so much of said premises as was taken by the State of Maine, Department of Transportation, Bureau of Highways, by Notice of Layout and Taking dated February 28, 1973 and recorded in said Registry of Deeds in Book 3367, Page 58; said excepted parcel is shown as Item 954 on a certain Plan of Interstate 295, recorded in said Registry of Deeds in Plan Book 112, Page 61.

shall be issued or made against any of the property of Maker; or if there should occur any default (which is not cured within any applicable cure period) under the terms of any documents and instruments given as security herefor, or under the terms of any and all other instruments, documents, agreements, undertakings, or commitments referenced in any of the foregoing, or which may be given from time to time by Maker or any guarantor of the indebtedness evidenced hereby to Holder and relating to the indebtedness evidenced hereby; or if Maker or any guarantor of the indebtedness evidenced hereby shall die. In any and all of such events, the Holder shall have the option to declare immediately due and payable the entire unpaid balance of both principal and interest without notice at any time thereafter. Failure to exercise this option in the event of any such default shall not constitute a waiver of the right to exercise this option in the event of any subsequent default.

All installments and sums due hereunder shall be paid to Holder at P.O. Box 348, Portland, Maine 04112, or at such other addresses as the Holder may from time to time designate in writing to the Maker. This Promissory Note evidences a loan made for business purposes.

The Maker hereby waives demand, protest, presentment and notice of every kind in connection with this Promissory Note except for notices as set forth in the third preceding paragraph, and waives recourse to suretyship defenses generally, including extensions of time, releases of security, and other indulgences which may be granted from time to time by the Holder of this Promissory Note to the Maker, and also agrees to pay the reasonable costs of collection hereof, including reasonable attorneys' fees upon the occurrence of a default hereunder which continues beyond any grace period allowed with respect thereto.

If any obligation or portion of this Promissory Note is determined to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining obligations or portions thereof.

Wherever used in this Promissory Note, the singular shall include the plural, the plural shall include the singular; and the use of any gender shall be applicable to all genders.

This Promissory Note is secured by a mortgage on certain real property located at or near Bedford Street, Portland, Maine.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Maine.

## MORTGAGE DEED

**The University of Southern Maine Foundation**, a Maine nonprofit corporation having a place of business in Portland, Maine, hereinafter called the *Borrower*, grants to **Eastern Electrical Corp.**, hereinafter referred to as the *Lender*, in order to secure the obligations stated below, with mortgage covenants, the real estate, together with any improvements thereon, in **Portland, Cumberland County, Maine**, bounded and described in Exhibit A attached hereto and made a part hereof.

The above described real estate is conveyed together with (1) any and all buildings and fixtures located thereon; (2) any and all rights, easements, privileges, and appurtenances belonging thereto; (3) the right, title, and interest, if any, of the Borrower in and to any land lying in the bed of any adjacent stream or road; (4) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the above described real estate, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the above described real estate; (5) all leases and other agreements affecting the use, enjoyment or occupancy of the above described real estate and the improvements heretofore or hereafter entered into and all rents, issues and profits (including any mineral royalties and bonuses), from the above described real estate and the improvements (the *Rents*) and all proceeds from the sale or other disposition of the leases and the right to receive and apply the Rents to the payment of the debt; (6) all contracts for the design or construction of improvements to the above described premises and all materials, supplies, equipment, machinery, furnishings, fixtures, inventory, accounts, documents, instruments and proceeds now owned or hereafter acquired, intended for use in the construction or renovation of buildings or other improvements thereon or otherwise located on or used in connection with the above described premises; (7) all proceeds of and any unearned premiums on any insurance policies covering the above described real estate, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the above described real estate; and (8) the right, in the name and on behalf of the Borrower, to appear in and defend any action or proceeding brought with respect to the above described real estate and to commence any action or proceedings to protect the interest of the Lender in the above described real estate. All of the foregoing, including the real estate described in Exhibit A, shall hereinafter collectively be called *the property*.

The *obligations* secured by this mortgage deed means all of the following:

1. The promissory note dated of near or even date herewith in the original principal amount of one million dollars (\$1,000,000.00), given by the Borrower to the Lender (the *promissory note*), and any modifications, extensions, renewals and replacements thereof, and any other documents relating to or securing the said promissory note from the Borrower to the Lender.

respecting the property, defending against or settling any claim or legal action affecting the property or the Lender's interest therein,. Any amounts paid by the Lender pursuant to this paragraph shall be added to and become a part of the indebtedness secured by this mortgage deed and shall bear interest at a rate one percent per annum in excess of the rate provided in the Borrower's said promissory note to the Lender.

**B. Additional Security.** The Lender may accept additional realty as security for the indebtedness secured by this mortgage deed, and the provisions of this mortgage deed shall apply to such additional realty as fully as though it had originally been included herein.

**C. Waiver.** The Lender may waive any of the provisions of this mortgage deed which protect the Lender or make any agreement modifying the terms hereof or subordinating the Lender's interest in the property, but any such waiver or agreement must be in writing.

### **III. EVENTS OF DEFAULT**

All or any one of the following, or any combination thereof, shall be considered an event of default:

**A. Nonpayment.** If the Borrower fails to pay when due any amount due pursuant to this mortgage deed or the Borrower's said promissory note, and such violation or failure remains uncured at the end of any grace period provided for in such documents and which, for the purposes of this Mortgage Deed, is ten (10) days;

**B. Nonperformance.** If the Borrower violates any covenant or fails to perform any obligation provided in this mortgage deed, the Borrower's said promissory notes, or any other documents, relating to or securing this indebtedness, unless it appears that the Borrower has commenced to cure such violation or failure in good faith and has diligently continued to pursue such curing, but has been unable to complete the same due to the nature of the violation or failure, which violation or failure remains uncured thirty (30) days after notice from Lender to Borrower.

**C. Judicial Proceeding.** If any judicial or administrative proceeding is commenced against the property or the Borrower which might affect the Lender's interest in the property, and such proceeding is not dismissed within sixty (60) days or the Borrower does not bond or provide other indemnification satisfactory to the Lender against an adverse result.

### **IV. REMEDIES**

In the event of default, the Lender may pursue any or all or any combination of the following remedies, concurrently or serially.

**A. Acceleration.** The Lender may accelerate the maturity of the Borrower's indebtedness pursuant to this mortgage deed and the Borrower's said promissory note and demand immediate payment thereof in full.

E. **Severability.** If any provision of this mortgage deed is found to be invalid, the remaining provisions, to the maximum extent possible, shall not be affected by such finding.

F. **Successors and Assigns.** The benefits and burdens of this mortgage deed shall inure to and be binding upon the successors, personal representatives, heirs, and assigns of the Borrower and the Lender.

G. **Loan Purpose.** This mortgage deed secures a loan primarily for business, commercial or agricultural purposes.

IN WITNESS WHEREOF, the Borrower has caused this mortgage deed to be signed and sealed by its undersigned officer, duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS:

**The University of Southern Maine  
Foundation**

By: \_\_\_\_\_  
Elizabeth O. Shorr, President

State of Maine  
Cumberland, ss.

July \_\_\_\_, 2006

Personally appeared the above named Elizabeth O. Shorr, President of **The University of Southern Maine Foundation**, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

ARTICLE V. USE OF PREMISES: The demised premises shall be used solely for substantially the same purposes that Tenant has used the demised premises for during the period prior to the date hereof and shall not be used for any other purpose without the prior written consent of Landlord.

ARTICLE VI. ALTERATIONS. ADDITIONS AND IMPROVEMENTS: Tenant shall make no alterations, additions or improvements in or to the demised premises without the Landlord's prior written consent.

ARTICLE VII. TENANT'S FIXTURES: All operating equipment and trade fixtures within the Building shall be, and remain, the property of Tenant and may be removed at any time during or at the expiration of the term of the Lease; provided, however, that Tenant shall at or before the expiration of the term of the Lease remove said operating equipment and trade fixtures and provided further that all plumbing, electrical, wiring, water, sewer, and permanent heating, ventilating and air conditioning equipment and systems, and other permanent improvements, whether or not installed by Tenant, shall be and remain the property of Landlord and may not be removed by Tenant.

ARTICLE VIII. TAXES; UTILITIES: (a) Tenant shall pay all when due all real estate taxes on the Building and the demised premises and all personal property taxes on its personal property located in or upon the demised premises and Tenant shall deliver to Landlord satisfactory evidence of such payment. All such real estate taxes for the period during which this Lease expires shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of such tax period during which such term shall be in effect.

(b) Tenant shall pay for the cost of all utilities, including but not limited to all sewer fees and charges for water, gas, electricity, telephone, internet, cable television, and other service or services, furnished to the demised premises or the occupants thereof during the term of this Lease. Landlord shall not be liable for any failure of water supply or electric current or of any other utility service.

ARTICLE IX. REPAIRS AND MAINTENANCE: Tenant shall, at his own cost and expense, clean and maintain the Building and all door and window glass that is part of the demised premises and the exposed portions of the electrical and mechanical systems within the demised premises, and upon the expiration of the term of this lease, shall surrender the demised premises in good condition, reasonable wear and tear and damage by casualty excepted.

ARTICLE X. SUBLETTING AND ASSIGNMENT: Tenant shall not assign this Lease, nor sublet the demised premises in whole or in part, without the prior written consent of Landlord and shall not permit Tenant's interest in this Lease to be vested in any other party by operation of law or otherwise. Notwithstanding any assignment of this Lease or subletting of the demised premises, Tenant shall remain directly and primarily liable under this Lease.

ARTICLE XI. DAMAGE AND DESTRUCTION: In the event that all or any material part of the Building or the demised premises shall be damaged or destroyed by fire or any other cause or taken by or under threat of eminent domain, then Landlord or Tenant shall have the right to terminate this Lease by giving written notice of such termination to the other within thirty (30) days after such damage or destruction or taking, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant. During the term of this Lease Tenant shall, at its cost, maintain in effect its current fire and casualty insurance coverage on the Building naming Landlord as insured. The proceeds of all fire and casualty insurance maintained with respect to the demised premises and/or the Building and any eminent domain awards relating to any such taking shall be the absolute

performed by Landlord by the terms hereof, or for other reasonable purposes provided such entry shall not unreasonably interrupt the business of Tenant or cause damage to Tenant's property.

ARTICLE XIV. TENANT'S COVENANTS: Tenant covenants and agrees as follows: (a) to pay when due the rent and additional rent at the times and in the manner aforesaid; (b) to procure any licenses and permits required for any use made of said premises by Tenant; (c) to store all trash and garbage within the demised premises and to arrange for regular pickup thereof; (d) not to make any use of the demised premises which is improper, offensive or contrary to any law or ordinance, nor to permit any act or thing to be done on the demised premises which shall constitute a nuisance or which may make void or voidable any insurance on said premises or the Building; (e) to comply at Tenant's cost and expense with all present or future laws, codes, ordinances and regulations of any governmental body or agency having jurisdiction over the demised premises or Tenant's use thereof; (f) to promptly pay when due the entire cost of any work to the demised premises undertaken by Tenant so that said premises shall at all times be free of liens for labor and materials; to do all of such work in a good and workmanlike manner, employing material of good quality and complying with all applicable building codes and other governmental requirements; and to defend Landlord and save Landlord harmless and indemnified from injury, loss, liability, claims or damage to any person or property occasioned by or arising out of such work; (g) not to burn any trash on or near the demised premises or cause any offensive odors to be emitted from the demised premises; and (h) to pay all costs and expenses incurred by Landlord in enforcing the provisions of this Lease in the event of any breach or default by Tenant, including reasonable attorneys' fees.

ARTICLE XV. DEFAULT: This Lease is made on the condition that if Tenant shall fail to pay any installment of rent or additional rent within ten (10) days after the same shall be due and payable, or if Tenant shall neglect or fail to perform or observe any of the terms, provisions, conditions and covenants herein contained and on Tenant's part to be performed or observed for a period of thirty (30) days after Landlord shall have given Tenant notice of such neglect or failure; then in any of the said cases (notwithstanding any license or any former breach of covenant or waiver of the benefit hereof, or consent in a former instance), Landlord may in its discretion immediately or at any time thereafter terminate this Lease by giving written notice of such termination to Tenant and of the date of such termination which shall be not less than ten (10) days after the mailing of such notice; and Tenant covenants and agrees notwithstanding any such termination to pay and be liable for on the days originally fixed herein for the payment thereof amounts equal to the several installments of rent and other charges reserved as would, under the terms of this Lease, become due if this Lease had not been terminated, and whether the demised premises be relet or remain vacant in the whole or in part or for a period less than the remainder of the term, and for the whole thereof up to but not exceeding the amount of any deficiency then existing.

ARTICLE XVI. WAIVERS: The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. Failure of either party to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require the consent or approval of Landlord, the Landlord's consent to, or approval of, such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

necessary to protect the real estate or its interest therein, or to prevent injury or damage to persons or property. Without limiting the generality of Article III of this Lease, Tenant shall have no right of abatement, deduction or set off of rent by reason of any amounts owed by Landlord to Tenant pursuant to this Article XX.

ARTICLE XXI. FORCE MAJEURE: In any case where either party hereto is required to do any act (except for the payment of rent or other sums by Tenant), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, or delays caused by either party to the other, whether such time be designated by a fixed date, a fixed time or a "reasonable time".

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above mentioned.

WITNESS:

UNIVERSITY OF SOUTHERN MAINE  
FOUNDATION

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

"Landlord"

EASTERN ELECTRICAL CORP.

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

"Tenant"

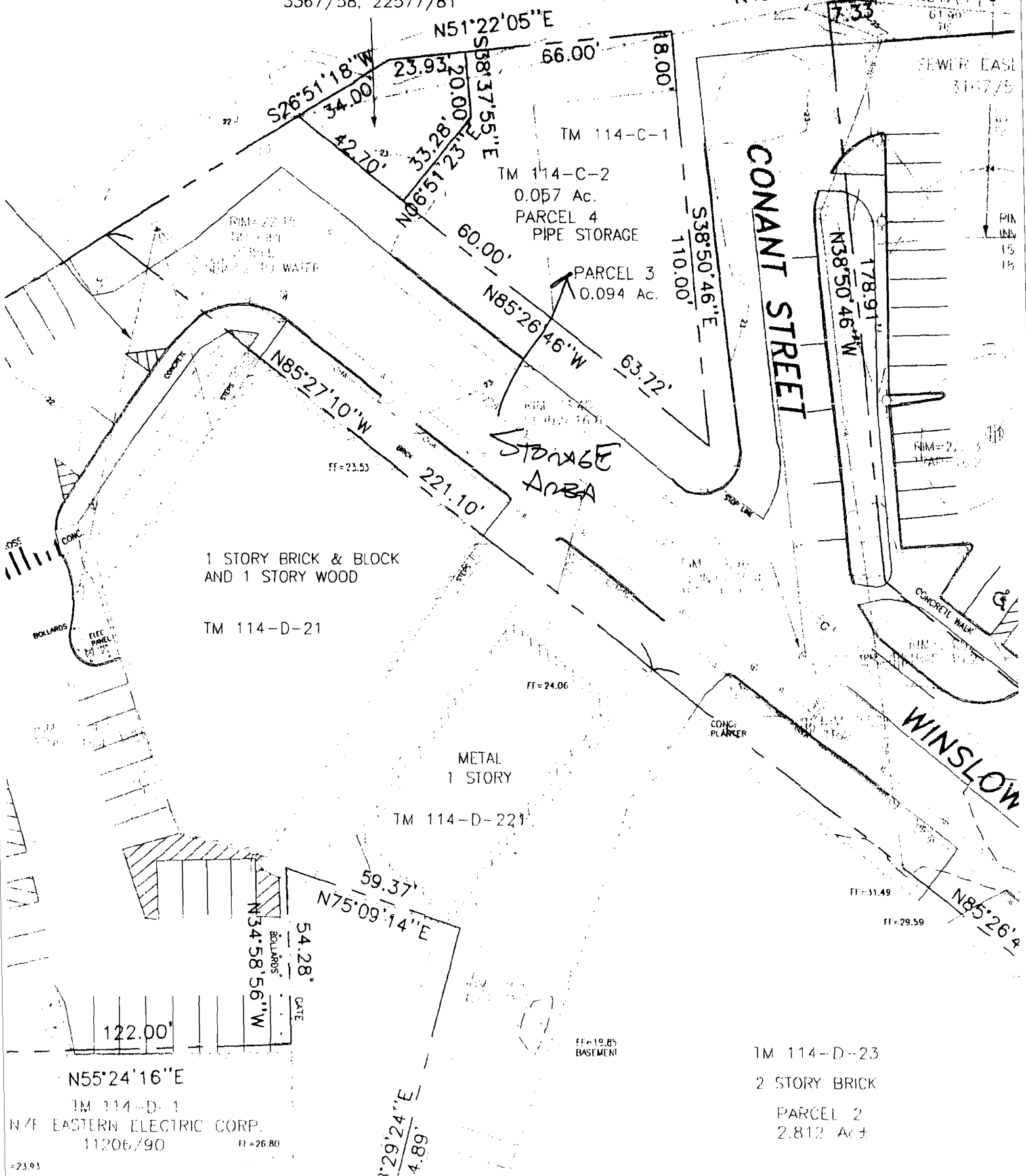


STATE OF MAINE  
1-295 RIGHT OF WAY

HIGHWAY MONUMENT  
(HELD)

R 425.  
L 87.8

N/F  
STATE OF MAINE  
3367/58, 22577/81



**From:** Barbara Barhydt  
**To:** Bourke, Jeanie; Cass, Gregory; Jaegerman, Alex; Nugent, Mike; Schmuckal, Marge  
**Date:** 3/9/2007 11:04:57 AM  
**Subject:** Re: USM Permit

Alex just confirmed with David Earley that USM is seeking their foundation permit on Tuesday, March 20th. They are working on the performance guarantee and cost estimate form, the Planning Board acts upon their application on the 13th and the City Council will act upon the street discontinuance on the 19th. They will also coordinate with Phil DiPierro, our new DRC, for the preconstruction meeting.

Thanks.

Barbara

>>> Mike Nugent 03/07 7:56 PM >>>  
Hi all!

I met with Carol Potter from USM and Tom Beddall, project architect on Monday. They would like to begin work on the foundation and heating systems on Wednesday the 15th of March.

I gave the permit to Greg late on Monday, and will come in on Friday to pick it up to bring home over the weekend.

What are the pre-permitting things that USM needs to do to get the foundation permit?

Thanks  
Mike

**CC:** cpotter@usm.maine.edu; tbeddall@koetterkim.com

**MEMORANDUM**

**TO:** Shukria Wiar, Planner  
**FROM:** Dave Senus, PE  
**DATE:** October 31, 2006  
**RE:** University Commons, Response to Public and Planning Board Comments

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**Comments and Responses – Planning Board and Public**

The University Commons design team received a number of comments from the Planning Board and Public during its October 10, 2006 workshop. To address each of these comments, we have listed each comment as we understand it along with a corresponding response.

**Comment** – *Vast improvement over existing conditions.*

**Response** – No response necessary.

**Comment** – *Interested in the status of Bike Lanes.*

**Response** – At Workshop 1, Tom Gorrill of Gorrill-Palmer responded that bike lanes are incorporated, and will be further expanded upon at Workshop 3. An updated site plan, Sheet C201, has been provided to Planning. Please refer to the updated site plan for bike lane layouts. Bike lanes will be part of the discussion on traffic and parking in Workshop 3.

**Comment** – *Questioning future use of green space at the back of the OLLI/Wishcamper Building?*

**Response** – At Workshop 1, Dave Early of USM answered that a future building is being permitted through DEP for Stormwater and USM will seek all additional necessary approvals through the City and DEP in the future. Stormwater, and how it relates to the greenspace/future building, will also be addressed in Workshop 3.

**Comment** – *Financial Capacity for OML expansion will need to be provided*

**Response** – Letters from Samuel G. Andrews, the Chief Financial Officer from the University of Southern Maine, and Elizabeth O. Shorr, the University of Southern Maine Vice President of University Advancement and President of the University of Southern Maine Foundation have been provided along with additional documents detailing the University's financial capacity for the OML expansion.

**Comment** – *Snow removal plan required*

**Response** – A snow removal plan has been outlined on sheet C201 and has been provided to Planning.

**Comment** – *Concern about the "other" 35% of pedestrians not using the elevated walkway, feels that pedestrian crossing issues exist on Bedford, 3rd lane on Bedford will increase the problem, and that some form of pedestrian "barrier" is needed within the design to deter random pedestrian crossing points.*

**Response** – The sidewalk along the Bedford Street corridor has been set back from the curb edge with a landscape barrier between the sidewalk and curb to discourage random pedestrian crossing. An at-grade cross walk has been designed for the major pedestrian flow route across Bedford Street aligned with the main entrance of the OLLI/Wishcamper building and the Campus Center on the north side of Bedford Street.

**Comment** – *Garage is not working and people are still parking in neighborhood; garage needs enhancements to make more user-friendly; card system not working well.*

**Response** – USM actively monitors traffic as it relates to entering and exiting the parking garage. USM has cameras in place to monitor traffic exiting the parking garage, and at times when traffic is congested at the exit of the garage, USM lifts the exit gates to alleviate the congestion. USM will continue to monitor traffic entering and exiting the garage in the future.

**Comment** – *University doesn't work well as a unit; chillers not screened on Bioscience bldg even though University was to screen this noise.*

**Response** – The installation of acoustical screens on the roof of the USM Science Wing, Falmouth St., Portland began on Thursday, October 19, 2006. The start of the installation was the culmination of a long series of discussions and meetings with neighbors.

We established a committee of neighborhood representatives in September of 2005 to address concerns about the science wing. Those concerns included the landscaping along the Falmouth Street side of the building, the appearance of the facade, and, of course, the noise from air handling units and related utilities, which were installed on the roof to accommodate the new research labs.

Both sides agreed that we should focus our work on noise abatement and landscaping. The noise issue, in particular, had been a source of concern among neighbors prior to the fall of 2005. Although tests by a sound technician had determined that the noise did not exceed acceptable levels, it was, nevertheless, an irritant to neighbors along Falmouth Street. The committee was formed to help drive us toward a solution. Meetings were held throughout the fall and early winter of 2005 to develop and finalize the landscaping plan, and to work toward a solution to the noise problem.

A chronology of events leading up to the beginning of the installation on October 19 follows:

February 24, 2006: At the neighborhood committee's request, we met with USM President Rich Pattenau to outline a range of options for acoustical roof screening. President Pattenau makes a commitment that the roof screening work will be done, and approves a \$75,000 allowance for the work to be completed. (The final cost is an estimated \$90,000 because of increases in material costs and design delays.)

March 3: A firm price for the acoustical screening design and installation is submitted and funding is approved. Several small samples of acoustical screening material are shared with neighbors.

April 11: A mock up of the roof screen material selected at the meeting of March 3 is set up on the lawn of the Falmouth Street side of the Science Wing for neighborhood inspection and feedback.

**Comment** – *Likes that bike lanes are reflected in plan*

**Response** – No response necessary.

**Comment** – *Portland Pedestrian Bike Advisory Committee should be involved in review of pedestrian and bike lanes.*

**Response** – The Applicant has reached out to the Chair of the Portland Pedestrian Bike Advisory Committee and will provide the Chair with the site plan that details pedestrian and bike lanes for distribution and discussion amongst the Committee. The Applicant is willing to meet with the Committee upon their review of the site plan.

**Comment** – *Did not see Metro Bus Service reflected on plans and must be accommodated on Bedford Street*

**Response** – The Applicant met with Peter Cavanaugh of Metro on-site on Thursday October 26, 2006. Metro and the Applicant decided on a bus stop location on Bedford Street, which has been reflected on the updated site plan C201.

**Comment** – *Vision 20/20 presented at workshop is not the approved "final" plan; worried that Design Team is working off a non-approved plan*

**Response** – The Vision 20/20 plan, often referred to as the Campus Master Plan was never presented to the Planning Board for formal approval. It is simply a planning tool. The University believes that the Vision 20/20 Master Plan may be confused by some with the Overlay Zone Plans which are similar. The Overlay Zone was formally approved by both the Planning Board and City Council. Clearly the Overlay Zone does not include property not currently owned by the University. The Vision 20/20 Master Plan and the Overlay Zone have been provided to Planning and are available for review.

**Comment** – *Lee Lowry asked whether chiller screening on Bioscience building was a condition of approval, and, if so, applicant may be out of conformance with their approvals and therefore not able to receive approval for any "new" projects*

**Response** – Our interpretation of the documents does not indicate that this screening was a condition of planning board approval.

We hope that this adequately addresses comments received at the latest workshop and provides the additional information necessary for the Board and staff to continue its review of the project.

LJS/DAS/ljs  
203840

cc: Dave Early, University of Southern Maine  
Carol Potter, University of Southern Maine  
Bill Fitzpatrick, Koetter-Kim Associates