



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

Address/Location of Construction: 36 Hillcrest, Great Diamond Island, ME 02/24/2025		
Total Square Footage of Proposed Structure:		2628 sf
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 13 L 3	Applicant Name: James Neal Address 54 Cumberland Ave City, State & Zip Portland, ME 04101	Telephone: 774-217-3995 Email: jneal188@gmail.com
Lessee/Owner Name : (if different than applicant) Address: City, State & Zip: Telephone E-mail:	Contractor Name: tbd (if different from Applicant) Address: City, State & Zip: 1 Telephone E-mail:	Cost Of Work: \$600,000 C of O Fee: \$ _____ Historic Rev \$ _____ Total Fees : \$ _____
Current use (i.e. single family) <u>rental apartment</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>rental apartment</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: Addition to existing duplex building		
Who should we contact when the permit is ready: James Neal		
Address: 54 Cumberland Ave		
City, State & Zip: Portland, ME 04101		
E-mail Address: jneal188@gmail.com		
Telephone: 774-217-3995		

Please submit all of the information outlined on the applicable checklist. Failure to do so causes an automatic permit denial.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at <http://www.portlandmaine.gov/754/Applications-Fees> or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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 Code Official'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.

Signature: *patrick carroll* Date: **09/28/15**

This is not a permit; you may not commence ANY work until the permit is issued.



Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Michael A. Russell, MS, Director

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New Commercial Structure and Addition Checklist

(Including accessory structure, ramp, stair)

02/24/2025

All applications shall include the following:

- New Commercial Structures and Additions Checklist** (this form)
- General Building Permit Application**
- Plot plan/site plan** showing lot lines, shape and location of existing and proposed structures
- Stamped boundary survey and copy of final approved site plan** (for new commercial structures that were subject to Site Plan approval only)
- Proof of Ownership** (e.g. deed, purchase and sale agreement) if purchased within the last six months
- Administrative Authorization Application** from the Planning Department (required for new structures 500 square feet or less): <http://me-portland.civicplus.com/DocumentCenter/View/2809>

Please note: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions. Construction documents prepared and stamped by a licensed architect or engineer shall be required for certain projects in accordance with the stated [Policy on Requirements for Stamped or Sealed Drawings](#).

Applications for detached accessory structures 120 square feet or less (for storage only) shall also include: One of the following which includes the length, width and height of the structure:

- A copy of the brochure from the manufacturer; or
- A picture or sketch/plan of the proposed shed/structure

Applications for new structures and additions shall also include the following (As each project has varying degrees of complexity and scope of work, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.)

- Complete Code Reviews** per 2009 IBC and 2009 NFPA 101 with project applicable details
- Geotechnical report**
- Structural load design criteria** per 2009 IBC
- Statement of Special Inspections**
- Certificate of Accessible Building Compliance**
- ComCheck** <https://www.energycodes.gov/comcheck/> or **ResCheck** <https://www.energycodes.gov/rescheck/> with certificates of compliance for thermal envelope and MEP systems
- One complete set of construction drawings with the following:**
 - Life safety plan showing egress capacity, any egress windows, occupancy load, travel distances, common path distance, dead end corridor length, separation of exits, illumination and marking of exits, portables fire extinguishers, fire separations and any fire alarm or fire sprinklers systems.
 - Foundation, floor and wall structural framing plans for each story and roof
 - Stair details with dimensions, direction of travel, handrails and guardrails
 - Wall/floor/ceiling partition types including listed fire rated assemblies and continuity
 - Sections and details showing all construction materials, floor to ceiling heights and stair headroom
 - Building Elevations, existing and proposed for each side of the building
 - Door and window schedules
 - Insulation R-factors of foundation/slab, walls, ceilings, floors, roof and window U-factors
 - Accessibility features and design details
 - Complete electrical, plumbing and mechanical plans
 - Project specifications manual
 - A copy of the State Fire Marshal construction and barrier free permits. For these requirements visit: http://www.maine.gov/dps/fmo/plans/about_permits.html

Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems, appliances and commercial kitchen hoods.



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02/24/2025 1. Project Description

James Neal is proposing to construct 2 apartments and a three-car garage as an addition to his existing duplex building at 54 Cumberland Avenue in Portland. The project envisions new construction of (2) two-bedroom units in a three-story structure with associated sitework.

The ground floor contains building access and mail for the existing second floor apartment as well as the new units, and an enclosed garage for parking of three vehicles. The second and third floors are accessed by a common entrance stairwell located between the existing ground floor unit and the garage area. This stair accesses two stories of living units and a private roof deck useable as a common outdoor space for tenants and their guests.

The building is scaled and sited to be compatible with its context and design guidelines of the neighborhood. Its massing is sculpted to be compatible with the existing duplex building as well as the adjacent 3-story building at 56 Cumberland Avenue.

Public Safety and Fire Prevention: Access to the site will be from a shared driveway between 54 and 56 Cumberland Avenue that was previously approved. This driveway provides direct access to the existing ground floor unit, the common entry stair, and garage on the ground floor of the new addition.

The entire building, including the existing duplex apartments will be fully sprinklered.

Massing, Ventilation and Wind: The proposed building conforms to zoning setbacks and step backs with a building height of 35' with a stair tower rising at the center of the building to an additional 9' to allow access to an open roof deck for the tenants. This height is compatible with the adjacent structures which will continue to allow a healthy amount of air movement and access to natural light for the neighboring buildings.

Shadows: There are no public spaces that would be affected by the proposed development.

Snow and Ice Loading: We are including a flat roof with a parapet for the entire building perimeter. This roof style contains snow and ice, preventing it from letting loose onto the public way.

Noise and Vibrations: The building will be all electric with ground mounted condensers for heat pumps to heat and cool each unit. The units will be in the rear of the building adjacent to existing heat pumps serving the existing duplex building.



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NARRATIVE OF R6 DESIGN STANDARDS: 54 Cumberland Street Addition (new Zone RN5)

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Permitting and PRINCIPLE A: Overall Context

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02/24/2025

The new addition will be similar in scale and form to what will be constructed at 56 Cumberland as well as other buildings in the 2-block vicinity. This building will share a driveway with the proposed #56. The entrance to the new building faces the street and is easily noticed from the street. There are many new flat roof buildings in the surrounding areas. The existing building shall remain with some very minor changes.

PRINCIPLE B: Massing

At 3 stories high, the addition's massing will closely match the height of adjacent buildings on all sides. There are many flat roof structures within a two-block radius. The facades that are easily visible from the street (north and west) have stoops, a covered entry and an existing deck that will provide articulation. Located at the back of the existing buildings, the garage is very much subsidiary to the building's street presence. The **22-foot** door was chosen to give cars enough turning radius and allow for **2 cars** to have off-street parking. This is not a street-facing garage door.

PRINCIPLE C: Orientation to the Street

The existing building creates visual privacy and a large transition space from the street to the new addition. The entrance to the new building faces the street and has a path that leads from the sidewalk to the entry. It is easily identified as the entrance.

PRINCIPLE D: Proportion and Scale

There are 2 window types for the new building. Along with the doors the windows on the addition north façade that can be seen from the street makes up 12% of the facades.

PRINCIPLE E: Balance

The windows and doors align along a common horizontal datum. Windows align vertically on the 2nd and 3rd floors. All doors and windows are trimmed in a similar manner. The 3rd floor is delineated with a window head trim while the garage is delineated with a change of material from concrete to horizontal siding as well as a **31" overhang**.

PRINCIPLE F: Articulation

The main entry is emphasized by a covered stoop. There are only 2 types of windows on the new structure. Window and door trim are prominent at 5 ½" and are differentiated from the existing structure. Eaves extend 8" from the building.

PRINCIPLE G: Materials

All exterior materials are harmonious with buildings in the vicinity. They are appropriate for their nature. There are only 2 types of windows in the new building.



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Return to:
James A. Neal
02/24/2025

MAINE REAL ESTATE TAX-Paid

DLN: 1002040100108

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **54 Cumberland Avenue, LLC**, with a mailing address of P.O.Box 8316, Portland, ME 04104, for consideration paid, grants to **James A. Neal**, of 15 Dudley Road , Holliston, MA 01746, with WARRANTY COVENANTS:

SEE ATTACHED EXHIBIT A

MEANING and INTENDING to describe and convey a portion of the premises conveyed to the grantors herein by deed of Craig A. Schneider dated 7/19/2012 recorded at Book 29766, Page 25 in the Cumberland County Registry of Deeds.

Executed this 25 day of June, 2020.

54 CUMBERLAND AVENUE, LLC

By: Craig Schneider
Its: Member
Duly Authorized

State of Maine
County of Cumberland

6/25/2020

Then personally appeared, Craig Schneider, Member
(title), duly authorized on behalf of 54 Cumberland Avenue, LLC, and acknowledged that he/she executed the same for the purposes contained therein.

Notary Public/Attorney at Law
Commission expiration:

Jane L. Barriault
Attorney at Law



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EXHIBIT A

02/24/2025

A certain lot or parcel of land situate on the southeasterly sideline of Cumberland Ave, so called, in the **City of Portland, County of Cumberland, and State of Maine**, being a portion of land conveyed to 54 Cumberland Avenue, LLC by way of deed recorded in Book 29766, Page 25, and being depicted on a plan titled "Boundary Survey & Division Plan of 54 Cumberland Avenue, LLC" prepared by Northern Survey Engineering, LLC, dated April 30, 2020, Project Number 19053, and being more particularly described as follows:

Beginning at a nail set in pavement on the southeasterly sideline of said Cumberland Ave at the northerly corner of the premises herein described and at land now or formerly of Lisa A. Dombek as recorded in Book 21637, Page 1, said nail bearing South 41° 12' 08" West 266.00 feet from the back corner of a granite monument found at the intersection of Cumberland Ave and North Street;

Thence by said Dombek land, South 48° 47' 52" East 69.00 feet to a capped #5 rebar set marked "PLS 2517" and remaining land of said 54 Cumberland Avenue, LLC, said capped iron bearing North 48° 47' 52" West 22.69 feet from a capped iron rod set at the easterly corner of said 54 Cumberland Avenue, LLC land;

Thence crossing through land of said 54 Cumberland Avenue, LLC and by the westerly line of an appurtenant easement to be recorded herewith, South 41° 12' 26" West 43.79 feet to a capped #5 rebar set marked "PLS 2517";

Thence North 48° 47' 52" West 57.70 feet to a point;

Thence South 41° 12' 08" West 2.00 feet to a point;

Thence North 48° 47' 52" West 11.30 feet to a capped #5 rebar marked "PLS 2517" set on the southeasterly sideline of said Cumberland Ave;

Thence by said Cumberland Ave, North 41° 12' 08" East 45.79 feet to the Point of Beginning.

Bearings are in reference to the Maine State Plane Coordinate System, West Zone, NAD83.



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PURCHASE AND SALE AGREEMENT

02/24/2025

THIS AGREEMENT is made and entered into on this 28th day of May, 2024, by and between **FAFNIR CUMBERLAND, LLC**, a Maine limited liability company with a mailing address of 56 Cumberland Avenue, Portland, Maine 04101 (hereinafter the "Seller"), and **JAMES A. NEAL**, an individual with a mailing address of 15 Dudley Road, Holliston, Massachusetts 01746, (hereinafter the "Buyer") (Buyer and Seller are hereinafter referred to individually as a "Party" or collectively as the "Parties") (the "Agreement").

WITNESSETH AS FOLLOWS:

1. **PURCHASE AND SALE.** Seller agrees to sell, and Buyer agrees to buy, on the terms and conditions hereinafter set forth, a certain portion of real estate located at 56 Cumberland Avenue, Portland, Maine, said portion being the area shown as "Existing Easement Area" on the Plan of DM Roma dated November 15, 2023, attached as Exhibit A hereto. (the "Premises").

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of Forty Thousand Dollars and Zero Cents (\$40,000.00), to be paid by Buyer in the following manner:

(a) Within three (3) days of the execution of this Agreement and pending closing hereof or default by either party of their obligations under this Agreement, Buyer shall make an earnest money deposit in the amount of \$1,000.00 (the "Deposit") to be held by Lanman Rayne, PLLC, and which shall be applied against the purchase price at closing.

(b) After applying the earnest money deposit and any additional deposits as set forth in this agreement, the balance of the purchase price shall be paid at the Closing by a certified check, treasurer's check, cashier's check, or by wire transfer.

3. **TITLE.** Seller shall convey the Premises at the closing in fee simple with good and marketable title, free and clear of all liens, defects, and encumbrances. At the closing, Seller shall execute and deliver to Buyer, a Quitclaim Deed with Covenants in accordance with the Maine Short Form Deeds Act (the "Deed").

4. **CLOSING.** The closing shall take place within 250 calendar days from the date hereof, subject to the contingencies as set forth in this Agreement, at Adams & Bullock, P.A. 217 Commercial Street, Ste. 202, Portland, ME 04101, or, if Buyer and Seller shall mutually agree, at another time and place (the "Closing").

Seller further agrees to execute and deliver to Buyer at the Closing such Affidavits and Certificates as are reasonably necessary for Buyer's acquisition of the Premises including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations) and a title insurance "Owner's Affidavit" regarding mechanics liens and persons in possession.



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5. RISK OF LOSS, DAMAGE AND INSURANCE. All risk of loss to the Premises prior to delivery of possession shall be borne by Seller.

6. POSSESSION OF THE PREMISES. Possession of the Premises shall be delivered to the Buyer at the Closing.

7. DEFAULT AND REMEDIES. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall have all remedies available at law and equity, including the right of specific performance. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall have all remedies available at law and equity, including the right of specific performance.

8. BROKERAGE. Each party represents and warrants to the other that such first party has dealt with no real estate brokers in connection with this transaction.

9. PRORATIONS, ALLOCATIONS, AND CLOSING COSTS.

(a) Real estate taxes and assessments shall be prorated as of the closing.

(b) The Maine real estate transfer tax shall be paid equally by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.

(c) The recording fee for the Deed will be paid by Buyer.

(d) Each Party shall be responsible for their own closing costs.

10. DUE DILIGENCE: This Agreement shall be contingent upon Buyer obtaining all necessary permits from the City of Portland to construct at least one additional residential unit on Buyer's existing abutting lot located at 54 Cumberland Avenue, Portland, Maine, on or before fifteen (15) days prior to the Closing. Seller shall grant to Buyer a ninety (90) day extension of this deadline upon payment by Buyer to Lanman Rayne, PLLC, in the amount of Two Thousand Dollars (\$2,000.00) on or before fifteen (15) days prior to the Closing, which deposit shall be applied to the purchase price. Seller shall grant to Buyer one additional ninety (90) day extension of this deadline upon payment by Buyer to Lanman Rayne, PLLC, in the amount of Two Thousand Dollars (\$2,000.00) on or before fifteen (15) days prior to the previous ninety-day extension period, which deposit shall be applied to the purchase price. Buyer reserves the right to terminate this Agreement on or before fifteen (15) days prior to the Closing upon written notice to Seller.

11. REPRESENTATIONS: Seller represents, covenants and warrants to and agrees with Buyer as follows, which representations, covenants and warranties shall survive Closing and delivery of the Deed:

(a) Seller is the current owner of the Premises, and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction



or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which it is bound.

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- (b) There are no tenancies, occupancies or licenses affecting the Premises.
- (c) There are no agreements or contracts affecting the Premises or any use of the Premises that would not be terminable at will by Buyer without penalty from and after the Closing.
- (d) No work has been done on the Property which could give rise to any liens on the Property, and no contracts are outstanding or in effect with respect to the doing of any such work.
- (e) There is no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the Property (or any portion thereof) in, of or by any court or governmental authority having jurisdiction.
- (f) There is no condemnation proceeding pending or threatened against any portion of the Property.
- (g) The Property has not been used during Seller's ownership, or to Seller's knowledge during any prior period of ownership, for the storage, collection or depositing, whether intentional or unintentional, of any hazardous waste, toxic substance, pesticide or petroleum product or derivative. There are no underground storage tanks located at the Property and Seller is not aware of any underground storage tanks at the Property placed there by Seller or anyone else. If any existing tanks are discovered, they shall be removed at Seller's sole expense.

12. **GENERAL PROVISIONS.** The terms of this Agreement shall be construed and determined in accordance with the laws of the State of Maine. The terms "Buyer" and "Seller" wherever used herein shall include, and it is expressly understood that all of the provisions hereof shall bind and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties.

Seller and Buyer acknowledge that Maine law requires that if the purchase price exceeds \$100,000 it is Buyer's responsibility to withhold and transmit to the State Tax Assessor a percentage of the purchase price unless Seller furnishes either the required affidavit that Seller is a Maine resident as of the date of closing, or a State Tax Assessor's Exemption form, if Seller is a non-resident. The parties understand that the residency affidavit will be presented for Seller's signature by Buyer's closing agency at closing.

This Agreement may be cancelled, modified, or amended only by a writing executed by the Parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of first-class mailing, postage prepaid.

All representations and warranties made by Seller herein shall survive the closing of this



transaction. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

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IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above

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WITNESS:

[Handwritten signature]

WITNESS:

BUYER:

[Handwritten signature]

James A. Neal

SELLER:

FAFNIR CUMBERLAND, LLC

[Handwritten signature]


By: Thomas F. Worth, II
Its: Duly Authorized Member



WITNESS:


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SELLER:

FAFNIR CUMBERLAND, LLC
By its Managing Member,
Fafnir Design & Development, LLC



By: Thomas F. Worth II
Its: Manager



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02/24/2025

DLN: 1002440276476

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WARRANTY DEED

KNOW ALL BY THESE PRESENTS, that **JAMES A. NEAL**, an individual with mailing address at 15 Dudley Road, Holliston, MA 01746, for consideration paid, grants to **FAFNIR CUMBERLAND, LLC**, a Maine limited liability company with mailing address of 56 Cumberland Avenue, Portland, Maine 04101, with **WARRANTY COVENANTS**, certain real property located in the City of Portland, County of Cumberland, and State of Maine, and more particularly described in **Exhibit A** attached hereto and made apart hereof.

Meaning and intending to convey a portion of the premises as described in a certain deed from 54 Cumberland, LLC to James A. Neal dated June 25, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36870, Page 199.

WITNESS our hands and seals this 9th day of May, 2024.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

WITNESS

James A. Neal

STATE OF MAINE
CUMBERLAND, ss.

May 9, 2024

Then personally appeared the above-named James A. Neal and acknowledged the foregoing instrument to be his free act and deed, before me,

Samantha J. Adams
Attorney-at-Law
M.B.N. 5200

Notary Public
My commission expires



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EXHIBIT A

~~02/24/2025~~ A certain parcel of land situated on the southeasterly side of Cumberland Avenue in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the southeasterly sideline of Cumberland Avenue at land now or formerly of 56 Cumberland Avenue, LLC as described in a deed recorded in Book 37867 Page 168 in the Cumberland County Registry of Deeds;

Thence N 41° 12' 08" E, by and along the southeasterly sideline of Cumberland Avenue, a distance of 4.00 feet;

Thence S 48° 47' 52" E a distance of 69.00 feet;

Thence S 41° 12' 26" W a distance of 2.00 feet;

Thence N 48° 47' 52" W a distance of 57.70 feet;

Thence S 41° 12' 08" W a distance of 2.00 feet;

Thence N 48° 47' 52" W a distance of 11.30 feet to the Point of Beginning.

The parcel contains approximately 160 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Site & Subdivision Plan Residential Condominium Development 56 Cumberland Avenue, Portland, Maine for: Fafnir Cumberland, LLC" dated 1-3-2024 by DM Roma Consulting Engineers.



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COMMON EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **JAMES A. NEAL**, an individual with a mailing address 15 Dudley Road, Holliston, MA 01746, his heirs, successors and assigns (hereinafter, "**Neal**"), for no consideration paid, grants to **FAFNIR CUMBERLAND, LLC**, a Maine limited liability company with mailing address of 56 Cumberland Avenue, Portland, Maine 04101, its successors and assigns (hereinafter, "**Fafnir**"), and Fafnir hereby grants to James A. Neal, his heirs, successors and assigns, a common easement over and across the land in Portland, County of Cumberland and State of Maine, more particularly bounded and described on the Exhibit A attached hereto (hereinafter the "**Easement Area**").

Neal hereby grants to Fafnir, and Fafnir hereby grants to Neal, an easement and right-of-way over the Easement Area for all purposes of ingress and egress by pedestrian and vehicular traffic, including the right within the limit of such Easement Area to erect, construct, maintain, protect through cutting and trimming of growth, and operate overhead and underground wires, cables, poles, conduits and apparatus for the transmission of electrical energy and for telephone lines, and for the furnishing of water, gas, sewer service or for other public utility service. Neal agrees to execute any instruments necessary to grant easements in fee to any public utility company required for Fafnir's exercise of any rights relative to the aforementioned utility services. The parties hereto may also install underground water retention tanks underneath the right-of way within the bounds of the Easement Area.

Fafnir also hereby grants to Neal an easement for ingress and egress access of vehicular traffic to the Easement Area over the abutting paved portions of Fafnir's property abutting thereto.

Tenants or residents of the land of either party shall not park on the Easement Area except during parking bans, and all residents must remove their vehicles from the Easement Area within three hours of the termination of any parking ban, after which time either party may have any resident's vehicle towed at the expense of the owner thereof. Guests of any residents of either party's land shall not be permitted to use the Easement Area or any other easement granted herein. Professional service providers, except for regular trash and recycling removal, shall not be permitted to use the Easement Area or any other easement granted herein.

Fafnir, and their respective successors and assigns, shall pay all costs of maintenance, repair and snow and ice removal of said easement for the purposes of maintaining the Easement Area, unless and until Neal begins construction of additional dwelling units on Neal's property, or any other permanent structure thereupon except for a garage or deck, at which time all costs of maintenance, repair and snow and ice removal shall be allocated sixty percent (60%) to Fafnir and forty percent (40%) to Neal. Neal may reconfigure the existing decks and stairs, and/or construct any non-permanent structure on Neal's land without triggering an obligation to share in the costs of the maintenance of the Easement Area. Any damage to the Easement Area caused by construction or



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other activities by either party shall be repaired by the offending party so as to restore the Easement Area to its pre-damaged condition.

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The land of Neal which is burdened and benefitted by the easement granted herein is known as 54 Cumberland Avenue, Portland, Maine and is described in a deed dated June 25, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36870, Page 199. The land of Fafnir which is burdened and benefitted by the easement granted herein is known as 56 Cumberland Avenue, Portland, Maine and is described in a deed dated and recorded on near or even date herewith.

It is a condition of this easement that Fafnir, its successors and assigns, shall promptly indemnify Neal, its successors and assigns, and hold it harmless from and against any and all loss, costs, claims, injuries, or damages, including attorney's fees, which arise from or are in any way related to the aforesaid rights granted by this easement.

It is a condition of this easement that Neal, his heirs, successors and assigns, shall promptly indemnify Fafnir, its successors and assigns, and hold it harmless from and against any and all loss, costs, claims, injuries, or damages, including attorney's fees, which arise from or are in any way related to the aforesaid rights granted by this easement.

{Signature pages follow}



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Samantha Adams
Witness

James A. Neal
James A. Neal

STATE OF MAINE
CUMBERLAND, ss.

May 9, 2024

Personally appeared the above-named James A. Neal and acknowledged that the foregoing instrument to be his free act and deed.

Samantha J. Adams
Attorney-at-Law
M.B.N. 5260

Before me,
Samantha Adams
Notary Public/Attorney-at-Law
Printed Name:
My commission expires:





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WITNESS the hand of Thomas F. Worth II, duly authorized member of Fafnir Cumberland, LLC, this 28th day of May, 2024.

FAFNIR CUMBERLAND, LLC
By its Managing Member,
Fafnir Design & Development, LLC


Witness 


By: Thomas F. Worth II
Its: Manager

STATE OF MAINE
CUMBERLAND, ss.

May 28, 2024

Personally appeared the above-named Thomas F. Worth II, in his capacity as duly manager of Fafnir Design & Development, LLC, said company being the managing member of Fafnir Cumberland, LLC, and acknowledged that the foregoing instrument to be his free act and deed and the free act of Fafnir Cumberland, LLC, in said capacity.

Before me,

Notary Public/Attorney-at-Law
Printed Name:
My commission expires:

James G. Spaulding, Esq.
Attorney at Law
Maine Bar No. 5442



DOC :19220 BK:40803 PG:29

RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS

06/13/2024, 08:23:31A

Register of Deeds Jessica M. Spaulding E-RECORDED

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

EXHIBIT A

02/24/2025

A certain easement situated on the southeasterly side of Cumberland Avenue in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the southeasterly sideline of Cumberland Avenue at land now or formerly of 56 Cumberland Avenue, LLC as described in a deed recorded in Book 37867 Page 168 in the Cumberland County Registry of Deeds;

Thence N 41° 12' 08" E, by and along the southeasterly sideline of Cumberland Avenue, a distance of 9.00 feet;

Thence S 48° 47' 52" E a distance of 91.67 feet to land now or formerly of Carol S. Pike and James F. Pike as described in a deed recorded in Book 12921 Page 14 in the Cumberland County Registry of Deeds;

Thence S 41° 14' 41" W, by and along land of Carol S. Pike and James F. Pike, a distance of 10.00 feet;

Thence N 48° 47' 52" W a distance of 91.66 feet to the southeasterly sideline of Cumberland Avenue;

Thence N 41° 12' 08" E, by and along the southeasterly sideline of Cumberland Avenue, a distance of 1.00 foot to the Point of Beginning.

The easement encumbers approximately 917 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Site & Subdivision Plan Residential Condominium Development 56 Cumberland Avenue, Portland, Maine for: Fafnir Cumberland, LLC" dated 1-3-2024 by DM Roma Consulting Engineers.



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EASEMENT DEED

KNOW ALL BY THESE PRESENTS, that **FAFNIR CUMBERLAND, LLC**, a Maine limited liability company with a mailing address of 56 Cumberland Avenue, Portland, Maine 04101 ("Grantor"), for consideration paid, hereby grants to **JAMES A. NEAL**, with mailing address at 15 Dudley Road, Holliston, MA 01746, his successors and assigns ("Grantee"), a perpetual easement and right of way over property located at 56 Cumberland Avenue, Portland, County of Cumberland, State of Maine, upon the terms set forth below.

Said perpetual easement and right of way is further bounded and described as follows ("the Easement Area"):

See Exhibit A attached hereto.

This grant shall be subject to the rights of Grantor to undertake any necessary site work within the Easement Area for the purpose of constructing a residential building and driveway as permitted by the City of Portland, installation of retaining wall, and storage of construction materials and vehicles. Grantor may not convey title to the underlying fee of this easement without the written consent of Grantee. The rights reserved by Grantor in this paragraph shall run with the land until expiration or termination thereof. The rights reserved in this paragraph shall expire on upon the completion of construction. Upon expiration of the rights of Grantor reserved in this paragraph, Grantee shall have the exclusive right and sole obligation to maintain the Easement Area, and shall be for all purposes thereafter, except as otherwise stated herein.

This is an appurtenant easement to the Grantee, his heirs and assigns, that benefits the premises conveyed to Grantee by deed dated June 25, 2020, recorded at the Cumberland County Registry of Deeds in Book 36870, Page 199, and shall run with the land.

Except as otherwise expressly stated herein, the Easement Area shall only be used by Grantee, residents of Grantee's land, and anyone given express permission from the Grantee.

Grantee shall not erect any permanent building, structure or other improvement within the Easement Area. Moveable structures, such as sheds and garden beds, are permitted to be installed by Grantees within the Easement Area. Existing features of the Easement Area, including the grading and any retaining wall constructed thereupon, may only be altered by Grantee with the written consent of Grantor.

Grantee shall not store any waste within the Easement Area unless it is contained within a proper receptacle and subject to regular removal.

All improvements within the Easement Area shall be constructed of materials with a permeable surface and shall not increase the amount of impermeable surface located within the Easement Area, as determined by the City of Portland.



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As a condition to the exercise by Grantee of its rights hereunder, the Grantee shall obtain and keep in full force liability insurance with respect to the Easement Area and activities related thereto in such amounts as \$500,000 of coverage. The Grantee shall deliver evidence of such insurance to Grantor upon request within 30 days. If there is ever a lapse in coverage the Grantee has 180 days to secure and provide proof of coverage.

Grantee shall keep the fee interest of Easement Area free of any mechanics liens arising out of or relating to any work done in connection with or relating to Grantee's use of the easement. If any mechanics lien is filed as a result of any work done by or for the benefit of Grantee and with expressed consent and permission from Grantee, and such lien is not released within 90 days after written demand by Grantor, the Grantor shall have the right, but not the obligation, to pay the claim giving rise to such lien, and any other amounts necessary to cause such lien to be released, whereupon the Grantee shall reimburse the Grantor upon demand, including attorney's fees, costs and interest at the State judgment rate. The Grantee shall be solely given full opportunity to release the lien prior to Grantor expressed right to pay the claim.

This easement terminates, supplants, and replaces an Easement Deed between 54 Cumberland Avenue, LLC and James A. Neal dated July 8, 2020 and recorded in the Cumberland County Registry of Deeds in Book 36949, Page 190. This agreement cannot be terminated without the consent of both parties.

{Signature pages follow}




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02/24/2025

WITNESS the hand of Thomas F. Worth II, duly authorized member of Fafnir Cumberland, LLC, this 28th day of May, 2024.

FAFNIR CUMBERLAND, LLC
By its Managing Member,
Fafnir Design & Development, LLC

Witness 



By: Thomas F. Worth II
Its: Manager

STATE OF MAINE
CUMBERLAND, ss.

May 28, 2024

Personally appeared the above-named Thomas F. Worth II, in his capacity as duly manager of Fafnir Design & Development, LLC, said company being the managing member of Fafnir Cumberland, LLC, and acknowledged that the foregoing instrument to be his free act and deed and the free act of Fafnir Cumberland, LLC, in said capacity.

Before me,


~~Notary Public/Attorney-at-Law~~
Printed Name:
My commission expires:

James G. Spaulding, Esq.
Attorney at Law
Maine Bar No. 5442



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WITNESS the hand of James A. Neal this 9th day of May, 2024.

02/24/2025

Samantha Adams
Witness

James A. Neal
James A. Neal

STATE OF MAINE
CUMBERLAND, ss.

May 9, 2024

Personally appeared the above-named James A. Neal and acknowledged that the foregoing instrument to be their free act and deed.

Samantha J. Adams
Attorney-at-Law
M.B.N. 5260

Before me,
Samantha Adams
Notary Public/Attorney-at-Law
Printed Name:
My commission expires:



DOC :19221 BK:40803 PG:34

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06/13/2024, 08:23:39A

Register of Deeds Jessica M. Spaulding E-RECORDED

Reviewed for Code Compliance
Permitting and Inspections Department

Approved with Conditions

02/24/2025

EXHIBIT A

A certain easement situated southeasterly of, but not adjacent to, the southeasterly side of Cumberland Avenue in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the southeasterly sideline of Cumberland Avenue on the common line between land now or formerly of Lisa A. Dombek as described in a deed recorded in Book 21637 Page 1 and land now or formerly of James A. Neal as described in a deed recorded in Book 36870 Page 199 in the Cumberland County Registry of Deeds;

Thence S 48° 47' 52" E, by and along said common line, a distance of 69.00 feet to the Point of Beginning;

Thence continuing S 48° 47' 52" E, by and along said common line, a distance of 22.69 feet to land now or formerly of Bayard Love as described in a deed recorded in Book 34331 Page 43 in the Cumberland County Registry of Deeds;

Thence S 41° 14' 41" W, by and along land of Bayard Love and land now or formerly of Carol S. Pike and James F. Pike as described in a deed recorded in Book 12921 Page 14 in the Cumberland County Registry of Deeds, a distance of 36.79;

Thence N 48° 47' 52" W a distance of 22.67 feet to land of James A. Neal;

Thence N 41° 12' 26" E, by and along land of James A. Neal, a distance of 36.79 feet to the Point of Beginning.

The Common Easement encumbers approximately 834 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Site & Subdivision Plan Residential Condominium Development 56 Cumberland Avenue, Portland, Maine for: Fafnir Cumberland, LLC" dated 1-3-2024 by DM Roma Consulting Engineers.



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Assembly

	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U- Factor ^(a)
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Multifamily]
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Ext. Wall: Wood-Framed, 16in. o.c., [Bldg. Use 1 - Multifamily]	889	22.0	4.0	0.047	0.051
Window: Wood Frame: Operable, Perf. Specs.: Product ID	112	---	---	0.300	0.420
Anderson Windows SHGC 0.28, [Bldg. Use 1 - Multifamily] (b)					
Basement: Solid Concrete, 10in. Thickness, Light Density, Furring: None, Wall Ht 10.3, Depth B.G. 0.0, [Bldg. Use 1 - Multifamily]	311	---	15.0	0.057	0.063
Door: Insulated Metal, Garage door 14% glazing, [Bldg. Use 1 - Multifamily]	141	---	---	0.140	0.310
Basement: Solid Concrete, 8in. Thickness, Light Density, Furring: None, Wall Ht 1.5, Depth B.G. 1.0, [Bldg. Use 1 - Multifamily]	6	---	15.0	0.058	0.063

- (a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.
- (b) Fenestration product performance must be certified in accordance with NFRC and requires supporting documentation.

Project Notes

Envelope PASSES: Design 19% better than code

Envelope Compliance Statement

Compliance Statement: The proposed envelope design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed envelope systems have been designed to meet the 2021 IECC requirements in COMcheck Version 2021 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Name - Title	Signature	Date

Neal Apartment Addition: Addition of 2 units, garage and a connecting exit stair to an existing 2-family structure.



Inspection Checklist

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Energy Code: 2021 IECC

Requirements 0.00% were addressed directly in the COMcheck software

Text in the "Comments/Assumptions" column is provided by the user in the COMcheck Requirements screen. For each requirement, the user certifies that a code requirement will be met and how that is documented, or that an exception is being claimed. Where compliance is itemized in a separate table, a reference to that table is provided.

02/24/2025

Section # & Req.ID	Plan Review	Complies?	Comments/Assumptions
C103.2 [PR1] ¹	Plans and/or specifications provide all information with which compliance can be determined for the building envelope and document where exceptions to the standard are claimed.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.4.1 [PR10] ¹	The vertical fenestration area <= 30 percent of the gross above-grade wall area.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.4.1 [PR11] ¹	The skylight area <= 3 percent of the gross roof area.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.6 [PR16] ¹	Group R-2 dwelling units have separate electrical meters.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C406 [PR9] ¹	Plans, specifications, and/or calculations provide all information with which compliance can be determined for the additional energy efficiency package options.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1 High Impact (Tier 1)	2 Medium Impact (Tier 2)	3 Low Impact (Tier 3)
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Sect # & Req.	Foundation Inspection	Complies?	Comments/Assumptions
C303.2 [FO2] ²	Below-grade wall insulation installed per manufacturer's instructions.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C303.2.1 [FO6]	Exterior insulation protected against damage from sunlight, moisture, wind, landscaping and equipment maintenance activities.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.1.4 [FO1] ²	Installed below-grade wall insulation type and R-value consistent with insulation specifications reported in plans and COMcheck reports.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Envelope Assemblies table for values.

Additional Comments/Assumptions:

1 High Impact (Tier 1)	2 Medium Impact (Tier 2)	3 Low Impact (Tier 3)
------------------------	--------------------------	-----------------------



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Sect # & Req.	/ Rough-In Inspection	Complies?	Comments/Assumptions
C303.1.3 [FR12] ²	Fenestration products rated in accordance with NFRC certified and as to performance labels or certificates provided.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.4.3 [FR10] ¹	Vertical fenestration SHGC value.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Envelope Assemblies table for values.
C402.4.3, C402.4.3.4 [FR8] ¹	Installed vertical fenestration U-factor and SHGC consistent with label specifications and as reported in plans and COMcheck reports.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Envelope Assemblies table for values.
C402.4.5 [FR14] ²	U-factor of opaque swinging and nonswinging doors associated with the building thermal envelope meets requirements.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Envelope Assemblies table for values.
C402.5.1 [FR16] ¹	The building envelope contains a continuous air barrier that is sealed in an approved manner and either constructed or tested in an approved manner. Air barrier penetrations are sealed in an approved manner.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.5.4 [FR18] ³	Factory-built fenestration and doors are labeled as meeting air leakage requirements.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1 High Impact (Tier 1)	2 Medium Impact (Tier 2)	3 Low Impact (Tier 3)
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Section # & Req.	Mechanical Rough-In Inspection	Complies?	Comments/Assumptions
C403.7.7 [ME58] ³	Motor air and exhaust systems have motorized dampers that automatically close when not in use and meet maximum leakage rates. Check gravity dampers where allowed. Reference section language for operational details.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

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Additional Comments/Assumptions:

1 High Impact (Tier 1)	2 Medium Impact (Tier 2)	3 Low Impact (Tier 3)
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Sect # & Req.	In Electrical Inspection	Complies?	Comments/Assumptions
C405.7 [EL26] ²	Electric voltage dry-type distribution electric transformers meet the minimum efficiency requirements of Table C405.6	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.8 [EL27] ²	Electric motors meet the minimum efficiency requirements of Tables C405.7(1) through C405.7(4). Efficiency verified through certification under an approved certification program or the equipment efficiency ratings shall be provided by motor manufacturer (where certification programs do not exist).	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.9.1, C405.9.2 [EL28] ²	Escalators and moving walks comply with ASME A17.1/CSA B44 and have automatic controls configured to reduce speed to the minimum permitted speed in accordance with ASME A17.1/CSA B44 or applicable local code when not conveying passengers.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.10 [EL29] ²	Total voltage drop across the combination of feeders and branch circuits <= 5%.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.1.1 [EL30] ²	At least 90% of dwelling unit permanently installed lighting shall have lamp efficacy >= 65 lm/W or luminaires with efficacy >= 45 lm/W or comply with C405.2.4 or C405.3.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C405.11, C405.11.1 [EL31] ²	50% of 15/20 amp receptacles installed in enclosed offices, conference rooms, copy rooms, break rooms, classrooms and workstations and > 25% of branch circuit feeders for modular furniture will have automatic receptacle control in accordance with C405.11.1.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1	High Impact (Tier 1)	2	Medium Impact (Tier 2)	3	Low Impact (Tier 3)
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Sect # & Req.	Insulation Inspection	Complies?	Comments/Assumptions
C303.1 [IN3] ¹	Insulation installed per manufacturer's instructions and is labeled with R-value or insulation certificate providing R-value and other relevant data. Blown or poured loose-fill insulation is installed only where the R-value is ≤ 3 in 12.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.2.1 [IN20] ¹	Roof assembly meets minimal thermal resistance installed between roof framing or in a continuous fashion on the roof assembly as stipulated in Table C402.1.3. Requirements for above deck insulation, minimum thickness, suspended ceilings, staggered joints and skylight curbs will be met.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C303.2 [IN7] ¹	Above-grade wall insulation installed per manufacturer's instructions.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C105 [IN6] ¹	Installed above-grade wall insulation type and R-value consistent with insulation specifications reported in plans and COMcheck reports.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Envelope Assemblies table for values.
C402.2.6 [IN18] ³	Radiant panels and associated components, designed for heat transfer from the panel surfaces to the occupants or indoor space are insulated with a minimum of R-3.5.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C105 [IN2] ¹	Installed roof insulation type and R-value consistent with insulation specifications reported in plans and COMcheck reports. For some ceiling systems, verification may need to occur during Framing Inspection.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	See the Envelope Assemblies table for values.
C402.5.1.1 [IN1] ¹	All sources of air leakage in the building thermal envelope are sealed, caulked, gasketed, weather stripped or wrapped with moisture vapor-permeable wrapping material to minimize air leakage.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

1	High Impact (Tier 1)	2	Medium Impact (Tier 2)	3	Low Impact (Tier 3)
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02/24/2025

Sect # & Req.	Final Inspection	Complies?	Comments/Assumptions
C401.3 [FI58] ¹	Thermal envelope certificate will be supplied and completed by an approved third party.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.5.10 [FI26] ¹	Recessed luminaires in thermal envelope to limit infiltration and be IC rated and labeled. Seal between interior finish and luminaire housing.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.5.11 [FI59] ¹	Operable openings > 40 ft ² will be interlocked with heating and cooling systems to setback setpoint temperatures within 10 minutes of opening.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C402.5.8 [FI37] ¹	Weatherseals installed on all loading dock cargo door openings and provide direct contact along the top and sides of vehicles parked in the doorway.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	
C408.1.1 [FI57] ¹	Building operations and maintenance documents will be provided to the owner. Documents will cover manufacturers' information, specifications, programming procedures and means of illustrating to owner how building, equipment and systems are intended to be installed, maintained, and operated.	<input type="checkbox"/> Complies <input type="checkbox"/> Does Not <input type="checkbox"/> Not Observable <input type="checkbox"/> Not Applicable	

Additional Comments/Assumptions:

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Utility Coordination

02/24/2025

Potable Water – A 6” public water main exists in Cumberland Avenue. The proposal is to utilize the existing 1” water service for domestic use and tapping the existing main with a 4” fire suppression service. We have been coordinating with the Portland Water District on review of the design and their ability to serve the project. Included in this section is the most recent correspondence with the Portland Water District for review. Once an Ability to Serve Letter is obtained, a copy will be provided to the City.

Fire Protection Water – Public fire hydrants exist at the intersection of Cumberland Avenue and Sheridan Street, approximately 100 feet southwest of the property, and at the intersection of Cumberland Avenue and High Street, approximately 330 feet northeast of the property. No additional hydrants are proposed. Based on the increase in residential units in the building, a new sprinkler system will need to be installed in both the existing building and the new units to NFPA standards.

Wastewater Disposal – A 12” diameter sewer main exists in the center of Cumberland Avenue. This area of the City is still part of a combined sewer system connected to a combined sewer overflow. The sanitary sewer design for the two new units includes utilizing the existing sewer service to avoid further disturbance within Cumberland Avenue. The submitted City of Portland Wastewater Capacity Application has been approved by the Public Works-Water Resources Department. A copy of the approval letter has been included in this section.

Storm Drainage – The project has been designed to connect the site’s stormwater runoff into the proposed underground stormwater chambers approved as part of the neighboring property’s (56 Cumberland Avenue) subsurface stormwater chambers. The owners of both properties have an agreement in place to allow connections and shared maintenance responsibilities. The sizing of this system is further explained in the Stormwater Narrative included in the Site Plan submission.

Electrical Service – The electrical services for the new units will utilize the existing service from the pole in front of the existing building. All required electrical needs will be coordinated with Central Maine Power Company prior to construction.

Natural Gas – The existing duplex is served by natural gas provided by Unitil. The intent is to extend the gas service to the two new units.



Department of Public Works

City of Portland

Director

Reviewed for Code Compliance

Permitting and Inspections Department

Approved with Conditions



02/24/2025

Date: November 1, 2024

Re: Wastewater Capacity Authorization

Address: 54 Cumberland Avenue

Applicant: James Neal

Planner: Matt Grooms

Estimate of Anticipated Wastewater Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow to Remain				
Multiple Family Dwelling Units	3-Bedroom	2	270	540
Proposed flow				
Multiple Family Dwelling Units	2-Bedroom	2	180	360
Net Change				+ 360
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition				

Comments:

The Department of Public Works, which includes the Water Resource Division, have reviewed and determined that the downstream sewers from the project address have the capacity to convey the estimated dry weather wastewater flows which will be generated from this development.

You are also reminded that new connections into the combined sewer system shall be equipped with backflow prevention in accordance with Section 2.6.10 of the City's Technical Manual.

If the City can be of further assistance, please contact me at 207-874-8840 or

brad@portlandmaine.gov

Sincerely,

Bradley A. Roland, P.E.,

Senior Project Engineer



From: AMAP MEANS <means@pwd.org>
Sent: Wednesday, July 17, 2024 10:11 AM
To: Jayson Haskell
Cc: James Neal; 'Patrick Carroll'; 'margaret.studioarchitect.com'
Subject: RF: 54 Cumberland Avenue, Portland - Ability to Serve
Attachments: PO-54 Cumberland Ave-Infrastructure Map .pdf

02/24/2025

Jayson,

Thank you for the information and your request for an Ability to Serve Letter for 54 Cumberland Avenue, Portland.

Portland Water District – MEANS Group will review the information and get back to you with any question and/ or comments about the project.

Once all PWD requirements have been met an Ability to Serve Determination letter will be issued.

Attached is the infrastructure map you request. Please let us know if you need anything else.

Have a great day,

Heather Fields

MEANS Group

Main Extensions and New Services

Portland Water District

PO Box 3553

Portland, ME 04104-3553

P:(207)774-5961 Ext. 3199

MEANS@pwd.org

AMAP MEANS



means@pwd.org



<https://www.pwd.org/>



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Please consider the environment before printing this email

From: Jayson Haskell <jayson@dmroma.com>

Sent: Tuesday, July 16, 2024 1:12 PM



To: Al [redacted]@pwwd.org>

Cc: 'James Neal' <neal188@gmail.com>; 'Patrick Carroll' <pcarroll@carroll-assoc.com>; 'margaret studioarchitect.com' <margaret@studioarchitect.com>

Subject: 54 Cumberland Avenue, Portland - Ability to Serve

Reviewed for Code Compliance

Permitting and Inspections Department

ATTENTION: This email did NOT originate from Portland Water District. This email is from an external source outside of the District. Exercise EXTREME caution when opening external attachments or links from unknown senders.

02/24/2025

Good Afternoon,

We are working with James Neal, land owner, on a multi-unit residential building expansion at 54 Cumberland Avenue in Portland. The site currently contains a two story duplex building with associated decks and landscaping. The proposal is to expand the duplex with an additional residential unit and ground floor garage space. The new unit will be a 3 bedroom, 2.5 bath space on two floors above the garage on the ground floor. The project is intended to be served by public water, sewer and power.

The proposal is to utilize the existing water service and meter (if sized appropriately) and extend a water service within the existing basement, then going up to the proposed residential unit. The new expansion and the existing duplex will both need to be sprinkled as well. We are proposing a new 6"x4" tapping sleeve and 4" water service which will run directly into the existing basement and then dispersed through the building. We are currently in search of a sprinkler designer to confirm service size and flow calculations, but wanted to get you the project to start the process. Attached is the current Site Plan and the fixture count spreadsheet. Once we have a sprinkler designer, we will send along the calculations. Once you have completed your review, ultimately we will be looking for an Ability to Serve letter. If you could please send us a copy of the infrastructure map as soon as you can, it would be appreciated to determine the existing water service size. Thank you for your time and talk soon.

Jay

Jayson R. Haskell, P.E.

Southern Maine Regional Manager



CONSULTING ENGINEERS

Mailing Address:

P.O. Box 1116

Windham, ME 04062

Office Location:

850 Main Street

Westbrook, ME 04092

Office: (207) 591-5055

Cell: (207) 229-3295



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/24/2025



STORMWATER AND EROSION CONTROL

02/24/2025

The proposed stormwater management system for the building expansion at 54 Cumberland Avenue, Portland has been designed to maintain existing drainage patterns while providing stormwater quality improvement measures.

Based on the proposed construction, there will be an approximately 885 square foot increase in impervious surfaces (1,950 square feet existing and 2,805 square feet post development). To maintain existing drainage patterns of both onsite and offsite tributary areas, a storm drain system around the new building has been proposed. The closed drainage system is then directed to a subsurface stormwater detention system (SSDS) proposed as part of the Site Plan approval of the abutting 56 Cumberland Avenue project.

The purpose of the SSDS is to provide for detention of any increases in runoff generated by the redevelopment of the two properties and, since the project will require a connection into the combined sewer system within Cumberland Avenue, on-site stormwater detention is required of a volume equivalent to the greater of 1" of rainfall over the total redeveloped area of both sites being proposed or the projected 24 hour daily sanitary sewer flow being added to the combined sewer system. The total redeveloped area of the two sites is approximately 7,440 square feet. The resultant volume of runoff detention required would calculate to 620 cubic feet. In comparison, the projected sanitary sewer flow of the 54 Cumberland Avenue project is approximately 900 gallons per day (10 bedrooms at 90 gal/day/bed) and the total sanitary sewer design flow of the 56 Cumberland Avenue project is approximately 1,080 gallons per day (12 bedrooms at 90 gal/day/bed) for a total design flow of 1,980 gallons per day or 265 cubic feet in 24-hours. Since the runoff generated by the redeveloped portion of the site is larger, the minimum stormwater storage is 620 cubic feet. The SSDS has been designed to both infiltrate the tributary runoff and to slowly release it into the sewer main in Cumberland Avenue. Based on the original Stormwater Management Report for 56 Cumberland Avenue, with the incorporation of eight (8) SC-740 Stormtech Chambers, the provided storage volume is 675 cubic feet.

In addition to the runoff generation on the property, the project is also required by the City to provide permanent and temporary Erosion Control Best Management Practices. These measures have been designed assuming the development of 56 Cumberland Avenue has been completed.

During construction, the contractor will utilize temporary erosion controls including silt fence/erosion control mix berms and catch basin inlet protection. The contractor shall inspect these practices at least weekly and after significant rain storm events.

Once the site is stabilized, these temporary measures are to be removed and all captured sediment and debris properly disposed of. Permanent erosion control measures are primarily



vegetation and pavement to maintain a stable property. Proposed erosion control measures are shown in the plan set on the Grading and Utility Plan along with notes and details on the Detail Sheets

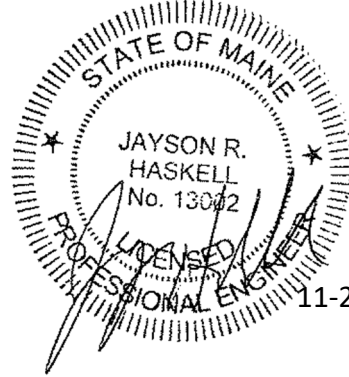
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Permitting and Inspections Department
Approved with Conditions

02/24/2025

Prepared by:

DM ROMA CONSULTING ENGINEERS

Jayson R. Haskell P.E.
Southern Maine Regional Manager



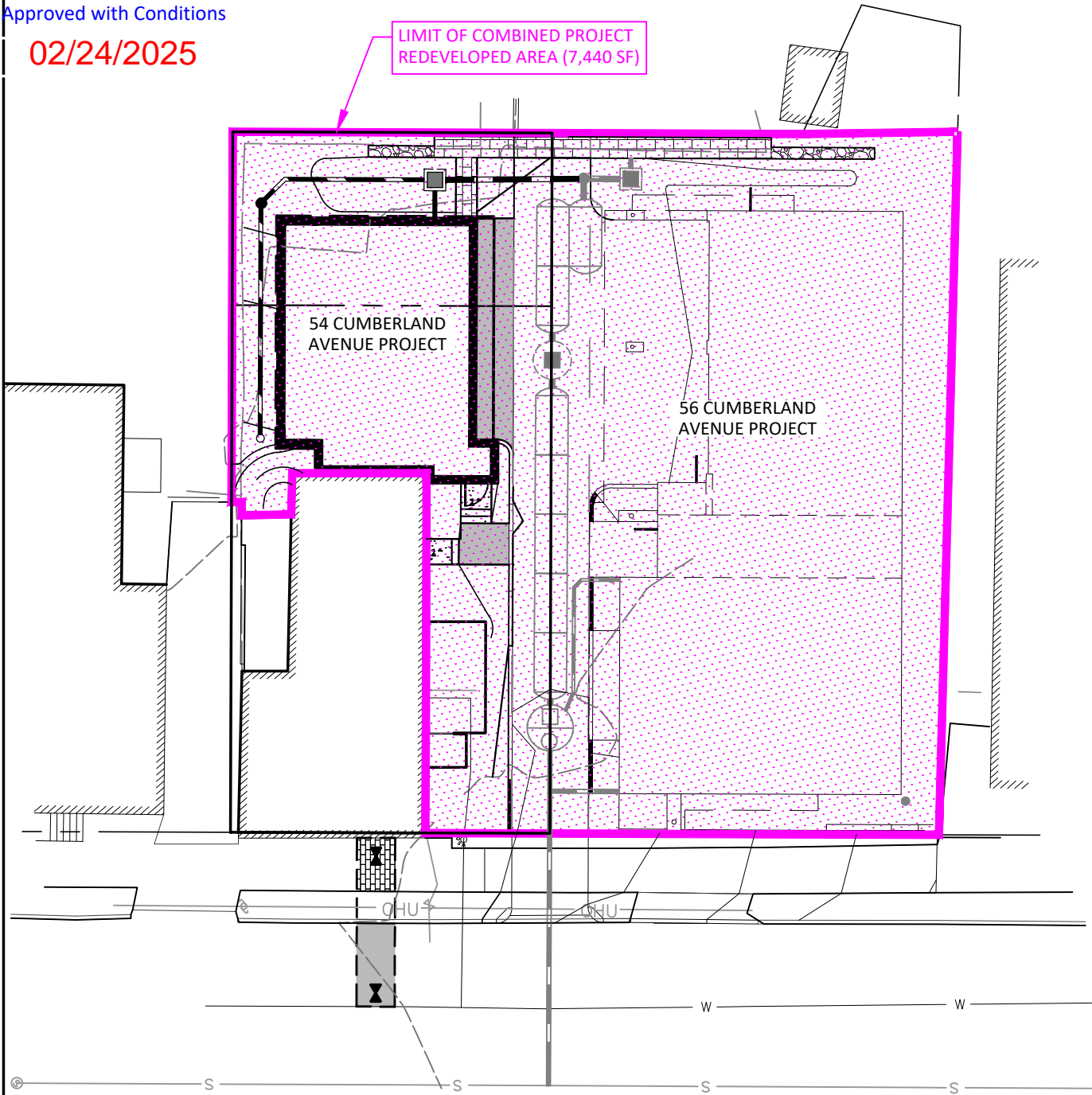
11-27-2024



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/24/2025

LIMIT OF COMBINED PROJECT
REDEVELOPED AREA (7,440 SF)



LIMIT OF REDEVELOPMENT EXHIBIT

54 AND 56 CUMBERLAND AVENUE
PORTLAND, MAINE

SCALE: 1"=20'
DATE: 10-22-2024
JOB NUMBER: 24026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/24/2025



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Permitting and Inspections Department
Approved with Conditions



02/24/2025

GELINAS HVAC SERVICES

PROPOSAL

Providing Residential HVAC Service for over 25 years!

JAMES NEAL

PREPARED FOR

JAMES NEAL

jneal188@gmail.com

774-217-3995

54 Cumberland Avenue
Portland, ME 04101

PREPARED BY

Cam Day
Sales Manager
cam@gelinashvac.com
207-650-1344

PROPOSAL ISSUED ON

January 28, 2025



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/24/2025

224 GORHAM RD.
SCARBOROUGH, ME 04074
207-885-0771

Estimate 55972270
Job 34319267
Estimate Date 1/28/2025
Customer PO

Billing Address

NEAL, JAMES
54 Cumberland Avenue
Portland, ME 04101 USA

Job Address

NEAL, JAMES
54 Cumberland Avenue
Portland, ME 04101 USA

Estimate Details

Unit #1 and Unit #2 Heat Pump Installation (MULTIZONE HEAT PUMP): Installation of multiple heat pump systems to serve Unit# 1 and #2

Unit #1 Job details:

Installation of one (1) single zone 12k wall mounted heat pump to serve the living room on first floor. Installation of two (2) 7k wall mounted units to serve two bedrooms. Two outdoor units will be mounted on a stand and composite pad on the backside of addition. Run all refrigeration and condensate lines out exterior of home into white line covering. All power and communication wired to indoor and outdoor units by our sub contracted electrician.

Unit #2 Job details:

Installation of one (1) single zone 12k wall mounted heat pump to serve the living room on second floor. Installation of two (2) 7k wall mounted units to serve two bedrooms. Two outdoor units will be mounted on a stand and composite pad on the backside of addition. Run all refrigeration and condensate lines out exterior of home into white line covering. All power and communication wired to indoor and outdoor units by our sub contracted electrician.

Equipment Models:

Unit #1

1. One (1)Fujitsu M# ASUG12LZBS 12K BTU indoor unit. Unit to serve the main living area.
3. One(1)Fujitsu M# AOUG12LZAH1 12K BTU outdoor heat pump. Low temp heating down to -15 degrees.

Unit#1 Two Zone:

1. One(1)Fujitsu M# ASUH07LPAS 7K BTU indoor unit to serve bedroom#1.
2. One(1)Fujitsu M# ASUH07LPAS 7K BTU indoor unit to serve bedroom. #2
3. One(1)Fujitsu M# AOU18RLXFZH 18K BTU outdoor heat pump. Low temp heating down to -15 degrees.

Unit #2

1. One (1)Fujitsu M# ASUG12LZBS 12K BTU indoor unit. Unit to serve the main living area.
3. One(1)Fujitsu M# AOUG12LZAH1 12K BTU outdoor heat pump. Low temp heating down to -15 degrees.

Unit#2 Two Zone:

1. One(1)Fujitsu M# ASUH07LPAS 7K BTU indoor unit to serve bedroom#1.
2. One(1)Fujitsu M# ASUH07LPAS 7K BTU indoor unit to serve bedroom. #2
3. One(1)Fujitsu M# AOU18RLXFZH 18K BTU outdoor heat pump. Low temp heating down to -15 degrees.

Materials and Task:

1. Six (6) Refrigeration copper line sets.
2. Six (6) Remote Controllers
3. 14/3 duct strip communication wire 200'
4. All line voltage from panel to outdoor unit
5. All condensate drain line needed for gravity drainage. Condensate to terminate to the outside.
7. Four (4) Composite base.
8. Four (4) 24" steel stands.
7. All white line covering and fittings.
9. All exterior penetrations to be made weather tight.
10. Start, test, and adjust newly installed system.
11. Proper clean-up of work areas.

Notes:

Payment Terms:

- 30% Deposit along with the signed agreement.
- 70% Remainder due at the completion of work.

Warranty/Service Guarantee

*1 Year labor warranty from time of installation completion.

**Our service guarantee promises that the customer will be provided with high-quality service and that the business will take steps to resolve any issues or concerns the customer may have.

Preventative Maintenance/Inspection Program

*** With the acceptance of this proposal, you will automatically be added to our customer loyalty maintenance program at no additional cost. Immediate benefits of this are: 10% discount on future service, discounted annual tune up(s), priority scheduling for any unforeseen trouble and breakdown and 12-month schedule reminder appointments. Any future services are paid for at time of service, not prior to the service date.



1. Work to be performed Monday through Friday, 8:00 A.M – 4:30 P.M.

2. Should work be stopped for any reason, Gelinas HVAC Services shall be paid in full for all labor and materials provided up to point of interruption.

3. Warranty: In addition to any warranties agreed to by parties, the contractor warrants that work will be free from faulty materials, constructed according to the standards of the building code applicable for this location, constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in Maine Uniform Commercial code apply to this contract.

Reviewed for Code Compliance
Permitting and Inspected According to
Approved for Habitation

02/24/2025

4. If a dispute arises concerning the provisions of this contract or the performance by the parties that may not be resolved through small claims court action, then the parties agree to settle this dispute by jointly paying for one of the following: (check only one)

I. Binding arbitration under the Maine Uniform Arbitration Act, in which the parties agree to accept as final arbitrator's decision

II. 2. Nonbinding arbitration, with the parties free to reject the arbitrator's decision and to seek a solution through other means, including a lawsuit. ()

III. 3. Mediation, in which the parties negotiate through a neutral mediator to resolve their differences in advance of filing a lawsuit.

5. Any alteration or deviation from the above contractual specifications that results in a revision of the contract price will be executed only upon the parties entering a written and authorized change order.

6. Attorney General's publicity accessible website, we strongly advise customers to visit the Attorney General's publicity website to gather current information on how to enforce their rights when constructing or repairing their homes. <http://www.mainelegislature.org/legis/statutes/10/title10sec1487.html>

7. Prices are only good for fifteen (15) days from said date.

8. Proposed system meets State of Maine minimum efficiency standard of 14SEER.

9. The undersigned has authority as owner or owner's agent to authorize the work described in this contract.

Sub-Total	\$36,300.00
Tax	\$0.00
Total	<u>\$36,300.00</u>

THANK YOU FOR YOUR BUSINESS

Thank you for your quote. Yes, Please move forward with the work in this quote for \$36,300.00. I agree with Terms and Conditions. Location is 54 Cumberland Avenue, Portland, ME 04101 USA



Inverter **ASUG12LZBS**

12,000 BTU Single Zone High SEER Wall Mounted

Job Name _____
 Location _____
 Reviewed for Code Compliance _____
 Permitting and Inspections Department _____
 Approved with Conditions _____
 Submitted To _____
 Submitted By _____
 Reference **02/24/2025**

Date _____
 Approval _____
 Construction _____
 Unit No _____
 Drawing No _____

PRODUCT FEATURES

- Auto Changeover
- Weekly & 24 hr. Timer
- Auto Louver: 4 Way
- Minimum Heat Mode
- Wireless Remote control
- Auto Restart
- Economy Mode
- Energy Saving Program(ESP)
- Outdoor Unit Low Noise Schedule



MODEL NUMBERS			
Indoor Unit	ASUG12LZBS		
Outdoor Unit	AOUG12LZAH1		
System	12LZBH1		
EFFICIENCIES			
SEER	29.4		
SEER 2	29.4		
EER	15.2		
EER 2	15.2		
HSPF	13.8		
HSPF 2 (IV) / HSPF 2 (V)	12.7/10.1		
COP	kW/kW	4.64	
COP	Btu/hW	15.8	
COP2	kW/kW	4.64	
COP2	Btu/hW	15.8	
OUTDOOR TEMPERATURE OPERATION RANGE			
Cooling	*F(°C)	14 to 115 (-10 to 46)	
Heating		-15 to 75 (-26 to 24)	
CAPACITIES			
Cooling	Rated	Btu/h	12000
	Min.-Max.		3,100-13,600
Heating	Rated		16000
	Min.-Max.		3,100-22,100
LINESET REQUIREMENTS			
Connection Method Flare			
Liquid	in (mm)	Ø1/4 (Ø6.35)	
Gas		Ø3/8 (Ø9.52)	
Pre-charge length	ft (m)	49 (15)	
Minimum Length		16 (5)	
Max. length		66 (20)	
Max. height difference		49 (15)	
INDOOR DIMENSIONS & WEIGHT			
Net (H x W x D)	in (mm)	11 x 38-9/16 x 9-7/16 (280 x 980 x 240)	
Gross (H x W x D)		12-11/16 x 42-7/16 x 13-5/8 (322 x 1,078 x 346)	
Net Weight	lb (kg)	29 (13)	
Gross Weight		37 (17)	
OUTDOOR DIMENSIONS & WEIGHT			
Net (H x W x D)	in (mm)	24-7/8 x 31-7/16 x 11-7/16 (632 x 799 x 290)	
Gross (H x W x D)		27-1/4 x 37 x 14-3/4 (692 x 940 x 375)	
Net Weight	lb (kg)	86 (39)	
Gross Weight		95 (43)	

Warranty Information



7 Year Compressor, 5 Year Parts out-of-the-box Warranty

10 Year Compressor, 10 Year Parts Warranty when registered within 60 days of installation in a residence

12 Year Compressor, 12 Year Parts Warranty when registered within 60 days of installation in a residence, and installed by a Fujitsu Elite contractor

ACCESSORIES

UTY-RNRUZ*	Wired Remote Controller
UTY-RSRY	Simple Remote Controller
UTY-RHRY	Simple Remote Controller
UTY-XWZX25	External Connect Kit
UTY-XCSX22	External Input and Output PCB
UTY-TWRX22	Communication Kit
UTY-TFSXF1	Wireless LAN adapter
UTY-TTRX21	24V Thermostat Interface



This system combination is Energy Star qualified



+App available in Apple® App Store and Google® Play Store.

Due to continuous product improvements, specifications are subject to change without notice. Please log in to the Fujitsu Portal for the most up-to-date documentation <https://connect.fujitsugeneral.com>

Effective Date: 10/30/2022



SUBMITTAL 12LZBH1

AIRSTAGE

Inverter Amp

12,000 BTU Single Zone High SEER Wall Mounted

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/24/2025

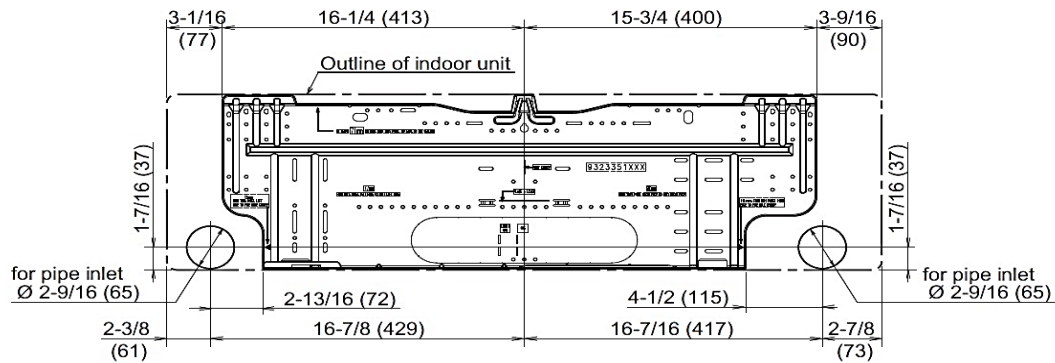
FAN DATA			
Indoor Unit Airflow rate	Cooling	HIGH	542 (920)
		MED	406 (690)
		LOW	312 (530)
		QUIET	206 (350)
Indoor Unit Airflow rate	Heating	HIGH	542 (920)
		MED	406 (690)
		LOW	312 (530)
		QUIET	206 (350)
Outdoor Unit Airflow rate	Cooling		1,171 (1,990)
	Heating		1,089 (1,850)
SOUND PRESSURE			
Indoor Unit	Cooling	HIGH	43
		MED	37
		LOW	31
		QUIET	23
	Heating	HIGH	43
		MED	36
		LOW	31
		QUIET	23
Outdoor Unit	Cooling		47
	Heating		47
REFRIGERANT			
Type			R410A
Charge	lb oz		2 lb 14 oz
	g		1300
Oil Type			RB68

ELECTRICAL SPECIFICATIONS			
Voltage/Frequency/Phase		208/230 V ~60 Hz	
Available Voltage Range		187-253 V	
Current	Cooling	Rated	3.8
	Heating	Rated	4.7
Maximum Operating Current	Cooling	A	9.4
	Heating		11.9
Starting Current			4.7
MCA			14.4
Maximum Circuit Breaker			15
Input Power	Cooling	Rated	0.79
		Min.-Max.	0.11-0.99
	Heating	Rated	1.01
Power Factor	Cooling	%	90
	Heating		93
OTHER			
Moisture Removal		pints/h (L/h)	2.7 (1.3)
Energy Star			Yes
Drain hose	Material		PP+LLDPE
	Tip diameter	in (mm)	Ø17/32 (Ø13.8) (I.D.), Ø5/8 to 21/32 (Ø15.8 to 16.7) (O.D.)
Operation Range	Cooling	°F (°C)	64 to 90 (18 to 32)
	Heating	%RH	80 or less
		°F (°C)	60 to 86 (16 to 30)

DIMENSIONS:

Units: In. (mm)

Wall Bracket Data:



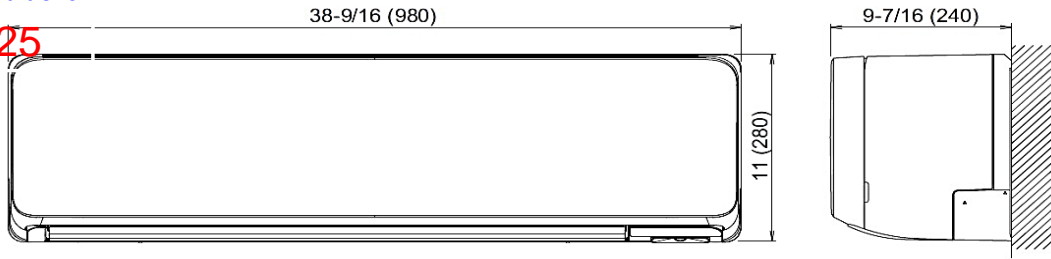


DIMENSIONS

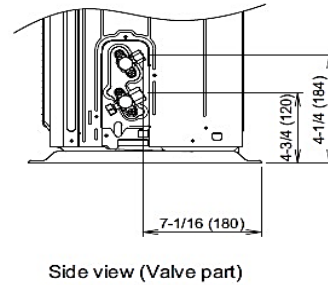
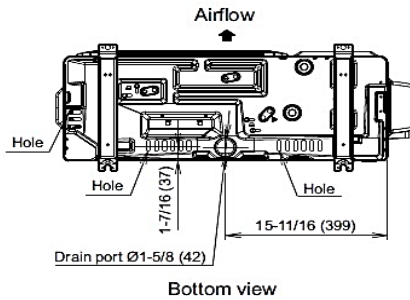
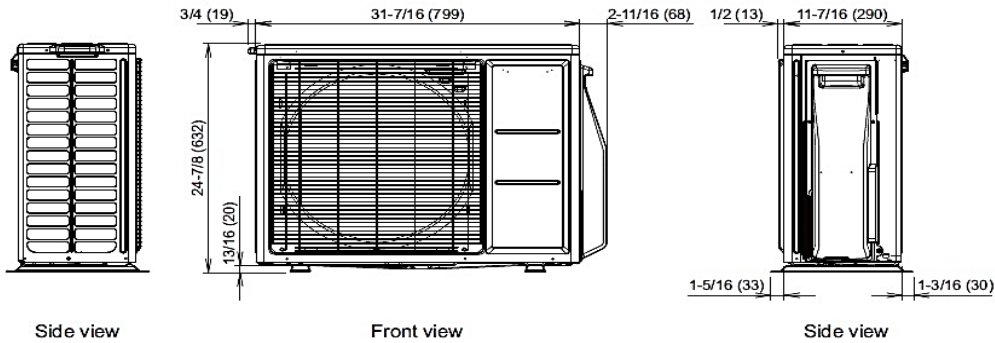
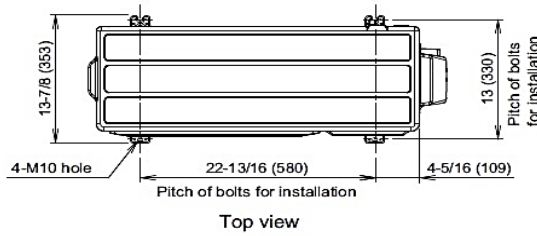
Units: In. (mm)

Reviewed for Code Compliance
 Permitting and Inspections Department
 Indoor Unit
 Approved with Conditions

02/24/2025



Outdoor Unit



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Note: Specifications are based on the following conditions:
 Cooling: Indoor temperature of 80°F (26.7°C) DB/67°F (19.4°C) WB, and outdoor temperature of 95°F (35°C) DB/75°F (23.9°C) WB. Heating: Indoor temperature of 70°F (21.1°C) DB/60°F (15.6°C) WB, and outdoor temperature of 47°F (8.3°C) DB/43°F (6.1°C) WB. Pipe length: 25ft. (7.5m), Height difference: 0ft. (0m) (Outdoor unit – indoor unit).



Reviewed for Code Compliance
 Permitting and Inspections Department
 Approved with Conditions

Date _____
 Approval _____
 Construction _____
 Unit No _____
 Drawing No _____

02/24/2025

PRODUCT FEATURES

Operate as few as one indoor unit or all indoor units
 Mix & match from 4 indoor unit styles
 Blue-fin condenser coil coating



MODEL NUMBERS			
Outdoor Unit	AOU18RLXFZH		
System	18RLXFZH		
EFFICIENCIES			
Indoor Unit Type	Non - Ducted	Ducted	Mix
SEER	21.5	19	20.3
SEER2	21.5	19	20.25
EER	13.5	12.4	13
EER2	13.5	12.4	13
HSPF	10.3	9	9.7
HSPF2	9.6	9	9.3
COP	Btu/hW	3.80	3.60
COP	kW/kW	13.0	12.3
COP2	Btu/hW	3.8	3.6
COP2	kW/kW	13.0	12.3
OUTDOOR TEMPERATURE OPERATION RANGE			
Cooling	*F(*C)	14 to 115 (-10 to 46)	
Heating		-15 to 75 (-26 to 24)	
CAPACITIES			
Total Capacity Range			14,000 to 21,000
Cooling	Rated	Btu/h	18,000
	Min.-Max.		6,100-21,000
Heating	Rated		22,000
	Min.-Max.		6,800-24,400
LINESET REQUIREMENTS			
Connection Method	Flare		
Liquid	in (mm)	Ø1/4 (Ø6.35) × 2	
Gas		Ø3/8 (Ø9.52) × 2	
Pre-charge length (Total)		ft (m)	98 (30)
Max. length (Total)			164 (50)
Max. length (Each)			82 (25)
Min. length (Total)			49 (15)
Min. length (Each)			16 (5)
Max. height difference			49 (15)
Max. height difference between indoor units		33 (10)	
OUTDOOR DIMENSIONS & WEIGHT			
Net (H x W x D)	in (mm)	32-11/16 × 35-7/16 × 13 (830 × 900 × 330)	
Gross (H x W x D)		39-3/8 × 41-5/16 × 17-1/2 (1,000 × 1,050 × 445)	
Net Weight	lb (kg)	134 (61)	
Gross Weight		152 (69)	

Warranty Information



7 Year Compressor, 5 Year Parts out-of-the-box Warranty

10 Year Compressor, 10 Year Parts Warranty when registered within 60 days of installation in a residence

12 Year Compressor, 12 Year Parts Warranty when registered within 60 days of installation in a residence, and installed by a Fujitsu Elite contractor

SOUND PRESSURE

Outdoor Unit	Cooling	Heating	dB (A)
			48
			50

FAN DATA

Outdoor Unit	Cooling	Heating	CFM (m3/h)
Airflow rate			1,648 (2,800)
			1,648 (2,800)

ELECTRICAL SPECIFICATIONS

Indoor Unit Type	Non - Ducted	Ducted	Mix
Voltage/Frequency/Phase	1Ø 208/230 V 60 Hz		
Available Voltage Range	187-264V		
Current	Cooling	5.8	6.4
	Heating	7.5	7.9
Maximum Operating Current			16.4
Starting current			7.9
MCA			19.7
Maximum Circuit Breaker			20
Rated Input Power	Cooling	1.33	1.45
	Heating	1.7	1.79
Max. Input Power	Cooling	19.95	2.01
	Heating	2.02	2.08

Due to continuous product improvements, specifications are subject to change without notice. Please log in to the Fujitsu Portal for the most up-to-date documentation <https://connect.fujitsugeneral.com>

Effective Date: 1/10/2023

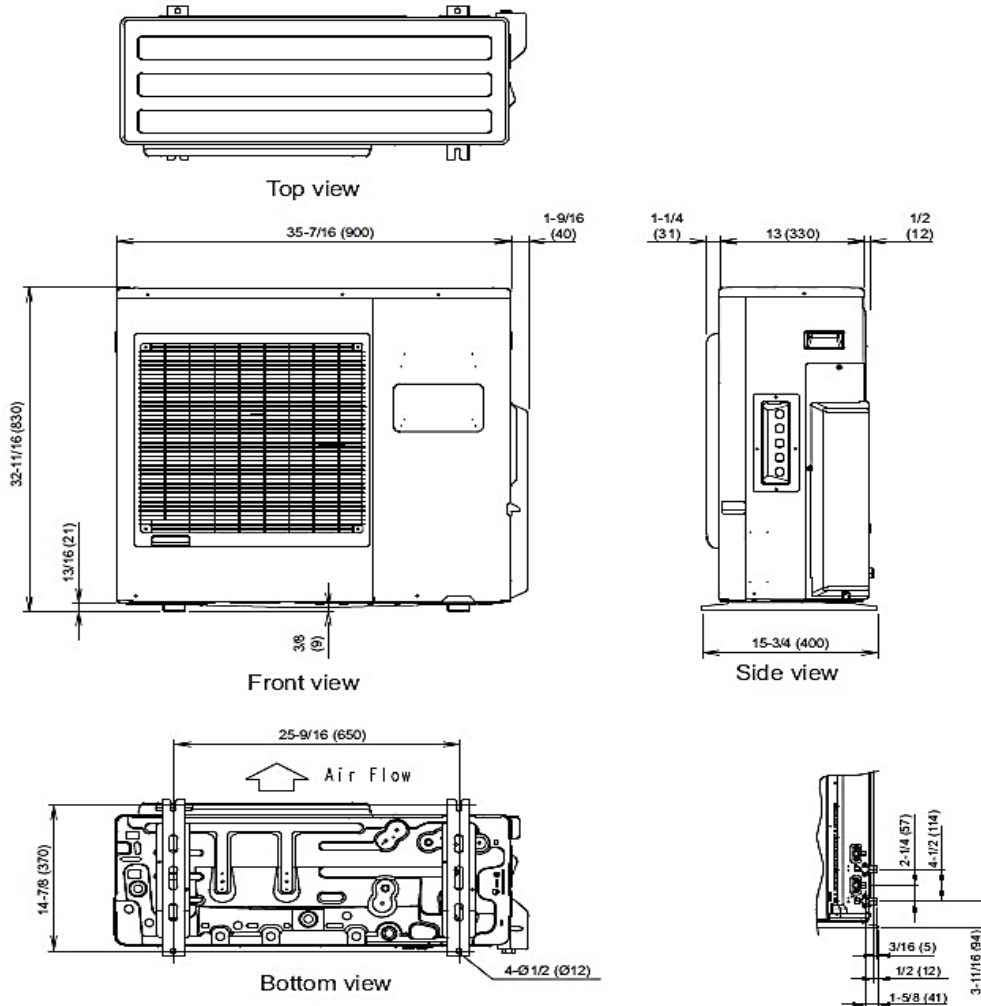


Reviewed for Code Compliance
 Permitting and Inspections Department
 Approved with Conditions

CONNECTABLE INDOOR UNITS	Slim Duct (ADUH)
TYPE	Wall Mount (ASU/ASUH)
	Compact Cassette (ACUH)
	Floor Mount (AGU)
NUMBER	2
DIMENSIONS	

02/24/2025

Units: In. (mm)



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Note: Specifications are based on the following conditions:
 Cooling: Indoor temperature of 80°F (26.7°C) DB/67°F (19.4°C) WB, and outdoor temperature of 95°F (35°C) DB/75°F (23.9°C) WB. Heating: Indoor temperature of 70°F (21.1°C) DB/60°F (15.6°C) WB, and outdoor temperature of 47°F (8.3°C) DB/43°F (6.1°C) WB. Pipe length: 25ft. (7.5m), Height difference: 0ft. (0m) (Outdoor unit - indoor unit).



SUBMITTAL ASUH07LPAS



Inverter Pump

7,000 BTU Wall Mount Type

Job Name _____
 Reviewed for Code Compliance _____
 Location _____
 Permitting and Inspections Department _____
 Engineer _____
 Submitted to _____
 Approved with Conditions _____
 Submitted by _____
 Reference **02/24/2025** _____

Date _____
 Approval _____
 Construction _____
 Unit No _____
 Drawing No _____

PRODUCT FEATURES

- Wireless Remote Controller Included
- Minimum Heat Mode
- Automatic Airflow Adjustment
- Auto/Cool/Dry/Fan/Heat/modes
- Weekly & 24 Hr Timer
- Powerful & Economy Mode
- Auto Changeover
- Cold Air Prevention



MODEL NUMBERS

Indoor Unit	ASUH07LPAS
Nominal Capacity	7,000

LINESET REQUIREMENTS

Connection Method	Flare	
Liquid	in (mm)	Ø1/4 (Ø6.35)
Gas		Ø3/8 (Ø9.52)
Drain hose	Material	PP+HDPE
	in	Ø17/32 (I.D.), Ø19/32 to 21/32 (O.D.)
	mm	Ø13.8 (I.D.), Ø15.0 to 16.8 (O.D.)

INDOOR DIMENSIONS & WEIGHT

Net (H x W x D)	in	10-5/8 x 32-13/16 x 8-3/4
	mm	270 x 834 x 222
Gross (H x W x D)	in	10-7/8 x 36 x 13-1/16
	mm	277 x 914 x 332
Net Weight	lb (kg)	21 (9.5)
Gross Weight		26 (12.0)

ELECTRICAL SPECIFICATIONS

Voltage/Frequency/Phase	208/230 V ~ 60 Hz	
Voltage Range	187-264 V	
Running Current	A	0.18
Input Power	W	18

SOUND PRESSURE

Indoor Unit	Cooling	High	dB (A)	38
		Medium		33
		Low		29
		Quiet		21
	Heating	High	dB (A)	41
		Medium		35
		Low		31
		Quiet		22

FAN DATA

Airflow Rate	Cooling	High	CFM (m3/h)	383 (650)
		Medium		318 (540)
		Low		253 (430)
		Quiet		188 (320)
	Heating	High	CFM (m3/h)	424 (720)
		Medium		341 (580)
		Low		271 (460)
		Quiet		194 (330)

Warranty Information



7 Year Compressor, 5 Year Parts out-of-the-box Warranty



10 Year Compressor, 10 Year Parts Warranty when registered within 60 days of installation in a residence



12 Year Compressor, 12 Year Parts Warranty when registered within 60 days of installation in a residence, and installed by a Fujitsu Elite contractor

ENCLOSURE

Enclosure	Material	Polystyrene
	Color	White

ACCESSORIES

UTY-RNRUZ Series	Wired Remote Controller
UTY-RSRY	Simple Remote Controller
UTY-RHRY	Simple Remote Controller
UTY-TWRXZ2*	Communication Kit
UTY-TFSXF1	Wireless LAN Interface
UTY-TTRXZ1	24V Thermostat Interface
UTY-VMSX	MODBUS Converter
FJ-AC-BAC-1L	BACnet Gateway
UTY-XWZX	External Connect Kit

* Required to connect wired remote controller to indoor unit.



Effective Date: 2/9/2022

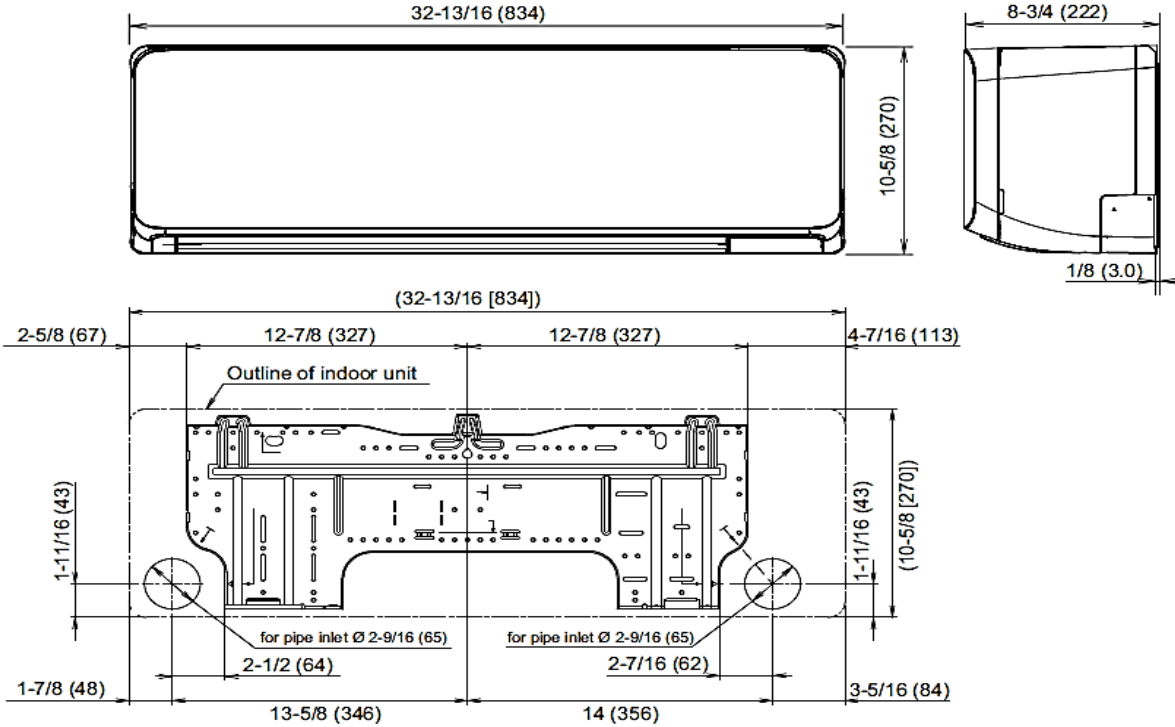
Version ASUH07LPAS -2022A

Due to continuous product improvements, specifications are subject to change without notice. Please log in to the Fujitsu Portal for the most up-to-date documentation <https://connect.fujitsugeneral.com>

DIMENSIONS

Reviewed for Code Compliance
 Permitting and Inspections Department
 Approved with Conditions

02/24/2025





CLIENTPOINT DOWNLOAD RECEIPT

DOWNLOADED: 01-28-2025

CLIENTPOINT ID: 1122213

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

02/24/2025