# DEVELOPMENT REVIEW COORDINATOR POST APPROVAL PROJECT CHECKLIST

Date: 6/5/15

Project Name: Yark Danforth	
Project Address: 177 Stevens	Ave.
Site Plan ID Number:	# 2014-202
Planning Board/Authority Approval Date:	2/10/15
Site Plan Approval Date:	2/10/15
Performance Guarantee Accepted:	9/15/15 Both SAVING INS
Inspection Fee Paid:	9/15/15 00#33289
Infrastructure Contributions Paid:	9/15/15
Amount of Disturbed Area in SF or Acres:	181,100 SF
MCGP/Chapter 500 Stormwater PBR:	City Stormwater Permit
Plans/CADD Drawings Submitted:	
Pre-Construction Meeting:	9/23/15
Conditions of Approval Met:	12/22/16
As-Builts Submitted:	818117
Public Services Sign Off:	8/3-2/17
Certificate of Occupancy Memo Processed: (Temporary or Permanent)	12/21/16
Performance Guarantee to Defect Guarantee:	W 8 123 10
Defect Guarantee Released:	

### CITY OF PORTLAND, MAINE

### PLANNING BOARD

Check w/ Greg + Rhonda

Stuart O'Brien, Chair Elizabeth Boepple, Vice Chair Sean Dundon Bill Hall Carol Morrissette Jack Soley Timothy Dean

February 11, 2015

The Park Danforth

Home for the Aged-Forest Ave. Property

Attention: Denise Vachon 777 Stevens Avenue Portland, ME 04103 Mitchell and Associates Attention: Bob Metcalf

70 Center Street Portland, ME 04101

Project Name:

The Park Danforth

Project ID:

2014-202

Address:

777 Stevens Avenue

CBL:

146 C005 001

Applicant:

The Park Danforth- Denise Vachon

Planner:

Shukria Wiar

Dear Ms. Vachon:

On February 10, 2015, the Planning Board considered a Level III Site Plan application for the Park Danforth development located at 777 Stevens Avenue. The project includes an addition to the existing Park Danforth facility, which includes building expansions and site work in the block encompassed by Stevens Avenue, Forest Avenue, Poland Street and Arbor Street. The Planning Board reviewed the proposal for conformance with the standards of the Subdivision Ordinance, Site Plan Ordinance, multiple-family housing of the Design Manual, and Housing Preservation and Replacement. The Planning Board voted unanimously 6-0 (Morrissette absent) to approve the application with the following waivers and conditions as presented below.

#### WAIVERS

On the basis of the application (2014-202) plans, reports and other information submitted by the applicant, findings, recommendations, contained in the Planning Board Report for The Park Danforth site plan and subdivision, including but not limited to Section VIII Technical Waivers, of the report and the staff reviews relevant to Portland's Technical and Design Standards and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

#### 1. Street Trees

The Planning Board *finds* that the applicant has demonstrated that due to site constraints preventing the planting of required street trees in the right of way, the requirements of Section 14-526(2)(b)(iii) of the Site Plan Ordinance cannot be met; and the Board **finds** that the applicant has satisfied the waiver criteria set out in Section 14-526(2)(b)(iii)(b) with the monetary contribution to the City's tree fund of \$200 per tree for 26 trees for a total of \$5,200. The Planning Board therefore voted 6-0 (Morrissette absent) to **waive** Section 14-526 (b)(2)(b)(iii) Street Trees of the Site Plan Ordinance.

#### 2. Driveway Location

The Planning Board *finds* that the applicant has demonstrated that extraordinary conditions unique to this property exist including that the existing driveway location on Forest Avenue cannot be relocated to meet the street separation standard of 125 feet contained in the Technical Manual and Mr. Errico has found that the separation of 70 feet is safe with the right-in and right-out change to the driveway; and the Board *finds* that the

dona glishis

1. The final plat and/or condominium plat, along with accompanying condominium documents, shall be submitted for review and approval by the Planning Authority, Department of Public Services, and Associate Corporation Counsel prior to recording.

2. The final sidewalk easements to provide public access shall be reviewed and approved by Corporation Counsel prior to the issuance of certificate of occupancy.

The recording plat shall depict the utility easement required for Central Maine Power.

4. The recording plat shall be revised noting all waivers and conditions for review and approval by the Planning Authority prior to recording. All waivers shall be recorded within 90 days of the Planning Board approval.

#### 2. Level III Site Plan

The Planning Board voted 6-0 (Morrissette absent) that the plan is in conformance with the site plan standards and all other applicable provisions of the land use code, subject to the following conditions;

1. The proposed housing development meets the criteria of the Preservation of Housing Ordinance subject to submitting the documentation required in Section 14-483 and posting a performance guarantee prior to the issuance of a demolition or building permit

(2.) The accompanying plans for the site plan shall be revised to reflect the changes contained in the overall site plan, including the plans for the fully ADA compliant crosswalk and ramps, and the plans shall be reviewed and approved by DPS, Fire, Traffic, and Planning prior to the issuance of a Shullding permit. - 76

The Erosion and Sediment Control Plan (L3.2) shall be revised to identify an inlet sediment control device on existing CB# 4.

4. The note on the Snout detail shown on Sheet L6.2 which states "The Snout shall be provided on Proposed Catch Basins #6100, #6101 and #6102"; shall be deleted from the revised plans.

5. The applicant shall obtain a license agreement with the City Council, which articulates the maintenance requirements of the applicant for the raised island in the curb cut on Forest Avenue prior to the issuance of certificate of occupancy.

The applicant shall submit an executed contract for snow removal prior to the issuance of a Certificate of Occupancy,

done done

- 7. The Landscape Plan shall be revised for review and approval by the City Arborist, which address Jeff Tarling, City Arborist's Feb. 6th review as follows:
  - Tree types & sizes The minimum tree size shall be 2" caliper. Substitutions of tree types are recommended including shade trees for the parking lots, upright crab apples along Forest Avenue, and substitutions for the proposed Lindens.
  - Shrub Planting sizes Every effort should be made to upsize the shrub planting sizes due to the scale of the project. The majority of the #3 gallon plants are just too small for this type of project. In most cases #5 gallon plants should be considered the minimum sizes. The proposed plants are more 'residential scale' vs a large complex as proposed.

- 7. <u>Subdivision Plan Expiration</u> The subdivision approval is valid for up to three years from the date of Planning Board approval.
- 8. Performance Guarantee and Inspection Fees A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Department prior to the release of a subdivision plat for recording at the Cumberland County of Deeds, and prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.
- 9. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
- 10. Preconstruction Meeting Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
- 11. <u>Department of Public Services Permits</u> If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
- 12. <u>As-Built Final Plans</u> Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*,dwg), release AutoCAD 2005 or greater.
- 13. <u>Mylar Copies</u> Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. <u>Please</u> schedule any property closing with these requirements in mind.

If there are any questions, please contact Shukria Wiar at 756-8083 or via shukriaw@portlandmaine.gov

Sincerely,

Stuart O'Brien, Chair Portland Planning Board

### CITY OF PORTLAND, MAINE

#### PLANNING BOARD

Stuart O'Brien, Chair Elizabeth Boepple, Vice Chair Sean Dundon Bill Hall Carol Morrissette Jack Soley David Eaton

May 1, 2015

The Park Danforth

Home for the Aged-Forest Ave. Property

Attention: Denise Vachon 777 Stevens Avenue Portland, ME 04103 Mitchell and Associates Attention: Bob Metcalf 70 Center Street

Portland, ME 04101

Project Name:

The Park Danforth Amendment

Project ID:

2015-061

Address:

777 Stevens Avenue

CBL:

146 C005 001

Applicant:

The Park Danforth- Denise Vachon

Planner:

Shukria Wiar

Dear Ms. Vachon:

On April 28, 2015, the Planning Board considered a Level III Amended Subdivision and Site Plan Application for the Park Danforth development located at 777 Stevens Avenue. The proposal includes creating three additional one bedroom residential units, as well as changes to the site plan in the block encompassed by Stevens Avenue, Forest Avenue, Poland Street and Arbor Street. The Planning Board reviewed the proposal for conformance with the standards of the Subdivision Ordinance, Site Plan Ordinance, and multiple-family housing of the Design Manual. The Planning Board voted unanimously 4-0 (Morrissette and Dundon absent, Eaton abstained) to approve the application with the following conditions as presented below.

#### DEVELOPMENT REVIEW

On the basis of the application (2015-061), plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for the application relevant to the Subdivision Ordinance, and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds the following:

#### 1. Subdivision Plat

The Planning Board voted 4-0 (Morrissette and Dundon absent, Eaton abstained), when taken together with the original plan and the conditions, that the plan is in conformance with the subdivision standards of the land use code.

#### 2. Level III Site Plan

The Planning Board voted 4-0 (Morrissette and Dundon absent, Eaton abstained), when taken together with the original plan and the conditions, that the plan is in conformance with the site plan standards and all other applicable provisions of the land use code.

#### STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Shukria Wiar at 756-8083 or via shukriaw@portlandmaine.gov

Sincerely,

Stuart O'Brien, Chair Portland Planning Board

#### Attachments:

- 1. Planning Board Report
- 2. Approval Letter from Original Project 2014-202

#### **Electronic Distribution:**

cc:

Jeff Levine, AICP, Director of Planning and Urban Development

Alexander Jaegerman, FAICP, Planning Division Director

Barbara Barhydt, Development Review Services Manager

Shukria Wiar, Planner

Philip DiPierro, Development Review Coordinator, Planning

Marge Schmuckal, Zoning Administrator, Inspections Division

Tammy Munson, Inspections Division Director

Jonathan Rioux, Inspections Division Deputy Director

Jeanie Bourke, Plan Reviewer/CEO, Inspections Division

Lannie Dobson, Administration, Inspections Division

Brad Saucier, Administration, Inspections Division

Michael Bobinsky, Public Services Director

Katherine Earley, Engineering Services Manager, Public Services

Bill Clark, Project Engineer, Public Services

David Margolis-Pineo, Deputy City Engineer, Public Services

Doug Roncarati, Stormwater Coordinator, Public Services

Greg Vining, Associate Engineer, Public Services

Michelle Sweeney, Associate Engineer

John Low, Associate Engineer, Public Services

Rhonda Zazzara, Field Inspection Coordinator, Public Services

Mike Farmer, Project Engineer, Public Services

Jane Ward, Administration, Public Services

Jeff Tarling, City Arborist, Public Services

Jeremiah Bartlett, Public Services

David Petruccelli, Fire Department

Craig Messinger, Fire Department

Jennifer Thompson, Corporation Counsel

Thomas Errico, P.E., TY Lin Associates

David Senus, P.E., Woodard and Curran

Rick Blackburn, Assessor's Department



AT PC WE GO ABOVE AND BEYOND ON EVERY JOB, PERIOD.

09/23/15

# The Park Danforth Renovations and Additions Preconstruction Meeting Agenda

- 1. Introductions
- 2. Conditions of Site Plan Approval
- 3. Erosion Control
- 4. Project Schedules and Logistics
- 5. Inspections
- 6. Technical Standards and Requirements
- 7. Additional Comments/Concerns

From:

Seth Parker <SParker@avestahousing.org>

To:

Philip DiPierro <PD@portlandmaine.gov>, Todd Rothstein <TRothstein@avestahousing.org>

Date:

10/24/2013 10:06 AM

Subject:

RE: Housing Replacement Performance Guarantee

Thanks Phil. If you could send us the template for the letter of credit when you have it available we'll get that in motion. Thanks, Seth

From: Philip DiPierro [mailto:PD@portlandmaine.gov]

Sent: Thursday, October 24, 2013 9:58 AM

To: Seth Parker; Todd Rothstein

Subject: Housing Replacement Performance Guarantee

Hi guys, attached is Caitlin's calculation for the housing replacement fee. You may want to contact her directly if you have any questions.

Thanks.

Phil

Philip DiPierro Development Review Coordinator City of Portland Planning Division 389 Congress Street Portland, Maine 04101

Phone 207 874-8632 Fax 207 756-8258

>>> Caitlin Cameron 10/16/2013 2:32 PM >>> The number I get is \$63,736.63 per unit x 16 units = \$1,019,786

\$50,000 per unit multiplied by 226.520/177.700 http://www.ssa.gov/OACT/STATS/cpiw.html

- (i) Contribution to the Housing Trust Fund. (Sec 14-483)
- 1. The applicant may meet the requirements of this section by depositing \$50,000 for each dwelling unit into the City's Housing Trust Fund in section 14-489.
- 2. Beginning on January 1, 2004 and annually thereafter, the amount of the contribution shall be adjusted by multiplying this amount originally deposited for each unit by a fraction, the denominator of which shall be the "Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W")," U.S. City Average, "All Items Index," as published by the United States Bureau of Labor Statistics ("the Index") for January 1, 2003 Year, and the numerator of which shall be the Index for the same morth in each subsequent year. In the event that . . . dwelling unit.
- (j) Performance Guaranty/Letter of Credit. Owners or affiliates must post a performance guaranty in the form of a letter of credit, or other security acceptable to the city attorney in amount equivalent to the amount the applicant would have been required to contribute to the City's Housing Trust Fund if the applicant had chosen that option pursuant to sub-section g.

Caitlin Cameron, LEED AP, Associate AIA

Urban Designer | Planning & Urban Development Department

City of Portland, Maine

389 Congress Street, 4th Floor Portland, ME 04101

(207) 874-8901 | ccameron@portlandmaine.gov<mailto:ccameron@portlandmaine.gov>

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested. --



#### Shukria Wiar <shukriaw@portlandmaine.gov>

### 777 Stevens Ave., Park Danforth - CO Requirements

#### Philip DiPierro <pd@portlandmaine.gov>

Mon, Nov 28, 2016 at 1:19 PM

To: Kemp Carey <kcarey@pcconstruction.com>

Cc: "Wiar, Shukria" <shukriaw@portlandmaine.gov>, Bob Metcalf <rmetcalf@mitchellassociates.biz>, "Clark, William" <wbc@portlandmaine.gov>, "Zazzara, Rhonda" <rjz@portlandmaine.gov>, "Vining, Gregory" <gvining@portlandmaine.gov>

Hi Kemp, following up on our earlier telephone conversation, the following conditions of the site plan approval still need to be met in order to be in compliance with the site plan and subdivision approval, and for the issuance of the certificate of occupancy. I've scheduled a final inspection for Friday December 9'th at 11:00 am.

Subdivision

3. The recording plat shall depict the utility easement required for Central Maine Power." I believe the recording plat needs to be amended to show where the CMP utilities ended up being installed.

Site Plan

-"8. The applicant shall submit an executed contract for for snow removal prior to the issuance of a Certificate of Occupancy." Please submit the execute contract.

"8. The final signage and wayfinding plan shall be reviewed and approved by the Planning Authority prior to the issuance of a Certificate of Occupancy.

Standard Condition of Approval

3. Please submit the executed and recorded stormwater maintenance agreement and maintenance plan that accompanies the agreement.

I'll also need confirmation from the design engineer that the stormawater system was constructed and installed in compliance with the approved plans.

Will the as-built plans be ready for submission at the time of the CO inspection? Please find attached the As-Built Submission Standards that must be met in order for out Public Works Department to accept them. I've also attached an example of what the plans should look like.

Let me know if you have any questions. Thanks.

Phil

Philip DiPierro
Development Review Coordinator
City of Portland Planning Division
389 Congress Street
Portland, Maine 04101

Phone 207 874-8632 Fax 207 756-8258

#### 2 attachments

Engineering Plan Submission Requirements 10 27 2008 WBC.pdf

Marriott As Built Site Plan No 321 Commercial St 09 15 2014.pdf 2443K

# SUBDIVISION/SITE DEVELOPMENT Cost Estimate of Improvements to be covered by Performance Guarantee

The Pa	• • • • • • • • • • • • • • • • • • • •	orth - Re	novations a	and Addition	ns	
777 St	*					
	evens v	enue				
	<del></del>			William Indiana	<del> </del>	
· .				The state of the s	Morropolantes secondarion	
uarantee:	With the section of the section party of the sectio					·
Subdivision	ı	Site I	Plan (Level L II o	r III)		
BY THE A	PPLICANT	'z				
		PUBLIC			PRIVATE	
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
LK 5 575 V V V V	590 lf 322 sy 118 sy 4 ca N/A 279 sy	\$35/1f \$64/sy \$19/sy \$600/ea \$37/sy	\$20.650 \$20,608 \$2,242 \$2,400 \$10,323	1,843 lf	\$14/12	\$201,539 \$25,802 \$96,640
	N/A N/A		****			
ER ce Piping Trap	1 ea 20 lf 1 ea N/A N/A N/A	\$110/1f	\$2,200	N/A 110 1f 1 ea N/A N/A N/A 1 ea		\$12,100 \$1,290 \$5,510 NOT 17
	√66 lf	\$147/15	\$9,702	/110 1f	\$147/1 <u>t</u>	\$16,170
		\$33/lf	\$660	√16 sa √970 lf √N/A √3 sa	\$3.930/ea \$33/1f \$4.038/ea	\$11,786 \$62,880 \$32,010 \$12,114 \$47,466
	Subdivision BY THE A  LK S SISS VALUE CONTRACT VALU	Quantity  LK S S S S S S S S S S S S S S S S S S	Subdivision	PUBLIC  Quantity Unit Cost Subtotal  LK  S	Subdivision	Subdivision

O. PLANofficeprocedure: Form: Performance Guar, Packet 2011/Cost Estimate Form 2011/Order

6.	SITE LIGHTING Tollard Sease / s sold highes - su told highes - the	ngle y	VA VA VA	22 es 27 xk 2 44	\$2,185/es \$2,482/es \$3,113/es	\$25,920 \$66.47+ \$6,626
7.	EROSION CONTROL Silt Fence Check Dams Pipe Inlet/Outlet Protection Level Lip Spreader Slope Stabilization (Retaining Wall) Geotextile Hay Bale Barriers Catch Basin Inlet Protection	N/A N/A N/A N/A N/A N/A S ea \$18	1/ea \$1,086	806 1f N/A N/A N/A 2,480 sf N/A N/A 15 ea	\$1,64/1f \$39.75/sf \$181/ea	\$1,322 \$98,580 \$2,715
8.	RECREATION AND OPEN SPACE AMENITIES	N/A				Name
9.	LANDSCAPING (Attach breakdown of plant materials quantities, and unit costs)	N/A		See At	tached	\$84,340
10.	MISCELLANEOUS Housing	uarantes		4 Units	\$64,235.79	\$256,943
	TOTAL:	\$93,835	9	\$1,1	94,795	
	GRAND TOTAL:	\$93,839	)	\$1,	194,795	
INSPECTION FEE (to be filled out by the City)  (40 to 1 31, 288, 634)  (de 7 6 (23) 15						3/15
	PUBI		PRIVATE	OD CO	AL	
A: 2.0% of totals: \$1,876.78 \$18,757.04 \$20,633.82						
	or 5142 IASpecti	in fee do	is not incl	ude Housing To	schoone	et Guerantus
l	3: Alternative Assessment:				<b>3</b> 4	
	Assessed by: (name	u ei	(name)		1/23/1	
	-			M. M. Company	<u> </u>	

11/8/16 Total PG Redución Fernaining \$ 1,258,634 - \$ 270,108 = \$ 1,018,526



The Staples School 70 Center Street Portland, Maine 04101 P: 207.774.4427 F: 207.874.2460 www.mitchellassociates.biz

December 22, 2016

Ms. Shukria Wiar, Planner Planning and Urban Development City of Portland 389 Congress Street Portland, ME 04101

RE: Compliance with Conditions of Approval The Park Danforth 777 Stevens Avenue

Dear Shukria,

The following is in regards to the conditions of approval for certificate of Occupancy. The following attached documentation addresses conditions of approval:

- Recorded Amended Subdivision Plan-CMP Easement
- Recorded Stormwater Drainage Management and Maintenance Agreement
- Engineers Inspection Documentation Confirming Installation of Stormwater System
- Stormwater Inspection and Maintenance Contract, Clean Harbors
- Snow Removal Documentation and Contract

Regarding snow removal, the Park Danforth does their own plowing of the property and retains the service of a private contractor to clear the public sidewalks not done by the city. The same contractor is on call for snow removal on an as needed basis.

Should you or staff have any questions, please do not hesitate to contact me.

Sincerely, Mitchell & Associates

Robert B. Metcalf, Principal

ZBAtome

Maine Licensed Landscape Architect

cc: Denis

Denise Vachon CEO

Phil DiPierro

## STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT

#### For SUBDIVISIONS

IN CONSIDERATION OF the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed project known as Addition to Park-Danforth Condominium, Project ID 2015-061 shown on the Subdivision Plat (Exhibit A) recorded in Cumberland Registry of Deeds in Plan Book 215, Page 375 submitted by Mitchell & Associates Grading and Drainage Plan Sheet L3.0 (Exhibit B) revision dated April 10, 2015, Grading Plan Garage revision dated January 5, 2015 (Exhibit C) and Erosion and Sediment Control Plan dated April 10, 2015 (Exhibit D) prepared by Robert B. Metcalf, PLA (agent) Mitchell & Associates, 70 Center Street Portland, ME 04101 and Les Berry, PE BH2M Engineers (engineer) 28 State Street Gorham ME 04038 and pursuant to a condition thereof, Home for the Aged, d/b/a The Park Danforth, a Maine non-profit corporation and HFA HUD Properties, LLC, a Maine limited liability company of which Home for the Aged is the sole member, both with a principal place of business in Portland, Maine, and having a mailing address of 777 Stevens Avenue, Portland, Maine 04103, the current owners of the subject premises, do hereby agree, for themselves, their successors and assigns (collectively, the "Owner"), as follows:

#### Maintenance Agreement

That Owner, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the leaching galley's, dry wells, catch basin's, manhole's, oil and water separator and associated piping *BMP system* (hereinafter collectively referred to as the "stormwater system"), as shown on the Grading and Drainage Plan Sheet L3.0 revision dated April 10, 2015 (Exhibit B) Grading Plan Garage revision dated January 5, 2015 (Exhibit C) and Erosion and Sediment Control Plan dated April 10, 2015 (Exhibit D) and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement prepared for the Owner by Les Berry PE BH2M Engineers (engineer) 28 State Street Gorham ME 04038 (copy attached in Exhibit E) and Chapter 32 of the Portland City Code.

Owner of the subject premises further agrees, at its own cost, to keep a Stormwater Maintenance Log. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform,

{P1266080.2}

the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the subdivision and/or site plan most recently and formally approved by the Planning Board of the City of Portland.

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

The Owner agrees to record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this agreement and release "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. The real estate shown by chart, block and lot number in the records on file in the City Assessor's office shall constitute "the property" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax roles on file in the City Assessor's Office.

If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or liening it or create a cause of action against the City.

2

Dated at Portland, Maine this 20 12 day of December, 2016.

HOME FOR THE AGED d/b/a THE PARK DANFORTH on its own behalf and as sole member of HFA HUD PROPERTIES, LLC

Denise M. Vachon

Its Chief Executive Officer

STATE OF MAINE CUMBERLAND, ss.

December 2/1, 2016

Personally appeared the above-named Denise M. Vachon, Chief Executive Officer of Home for the Aged, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me,

Notary Public/Attorney at Law

Print name:

ANNETTE JOY CROSBY Notary Public, Maine My Commission Expires July 20, 2020 SEAL

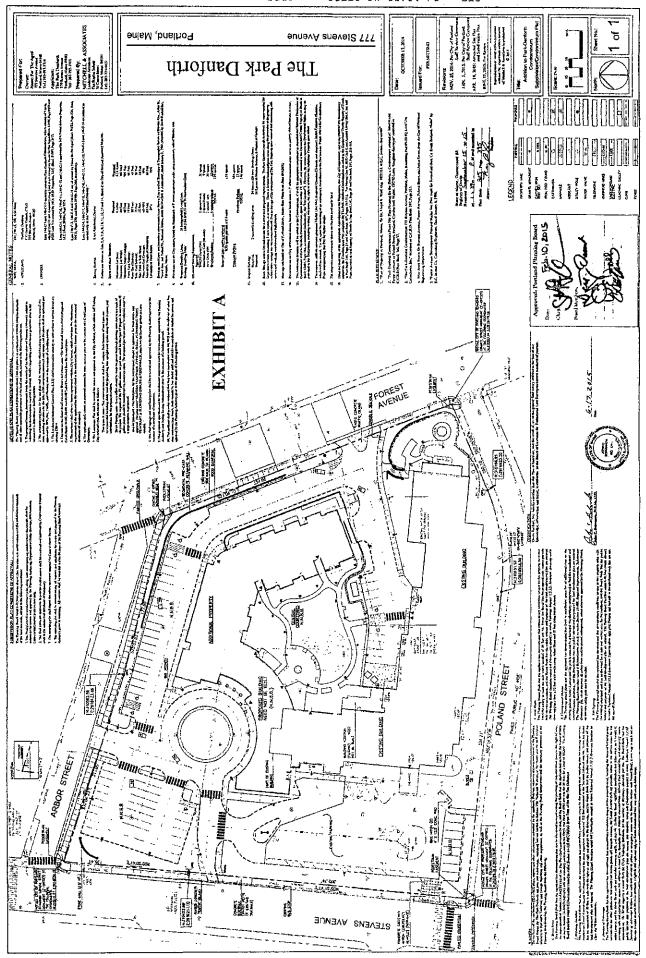
Exhibit A: Subdivision Plat as recorded

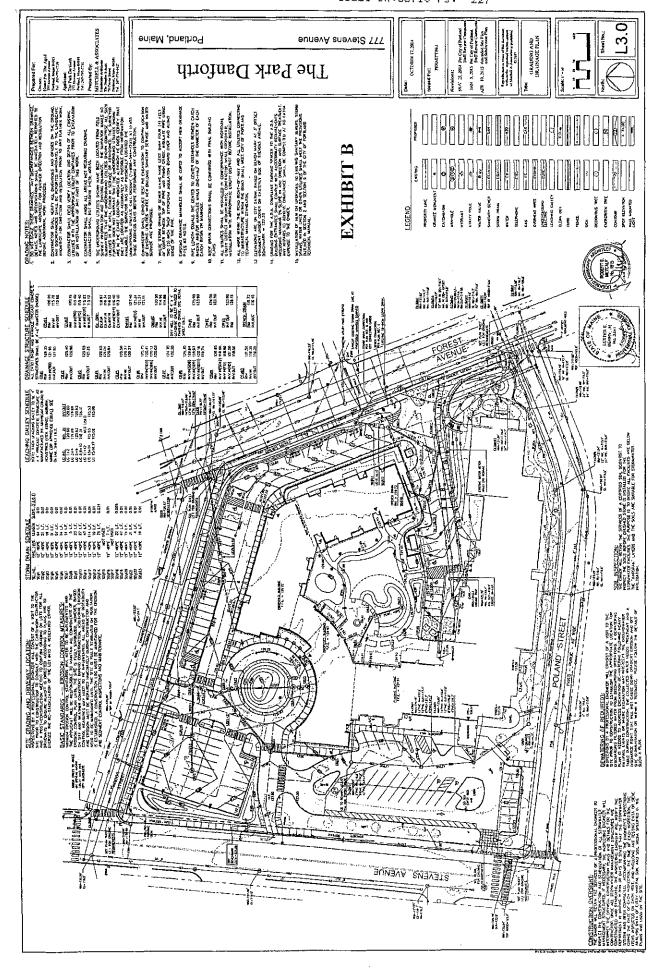
Exhibit B: Approved Grading and Drainage Plan Sheet L3.0

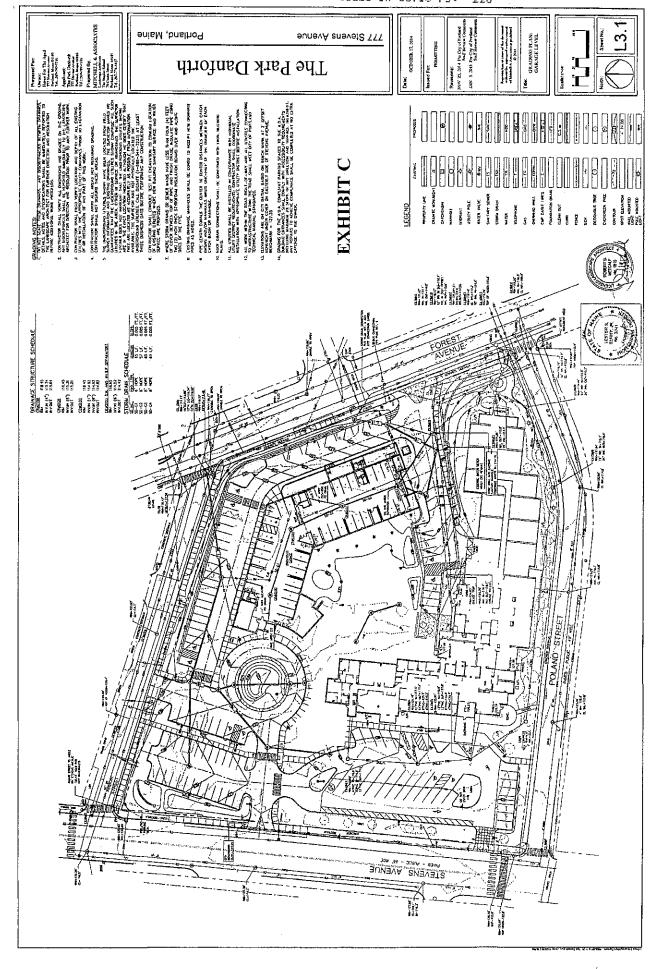
Exhibit C: Approved Grading Garage Plan Sheet L3.1

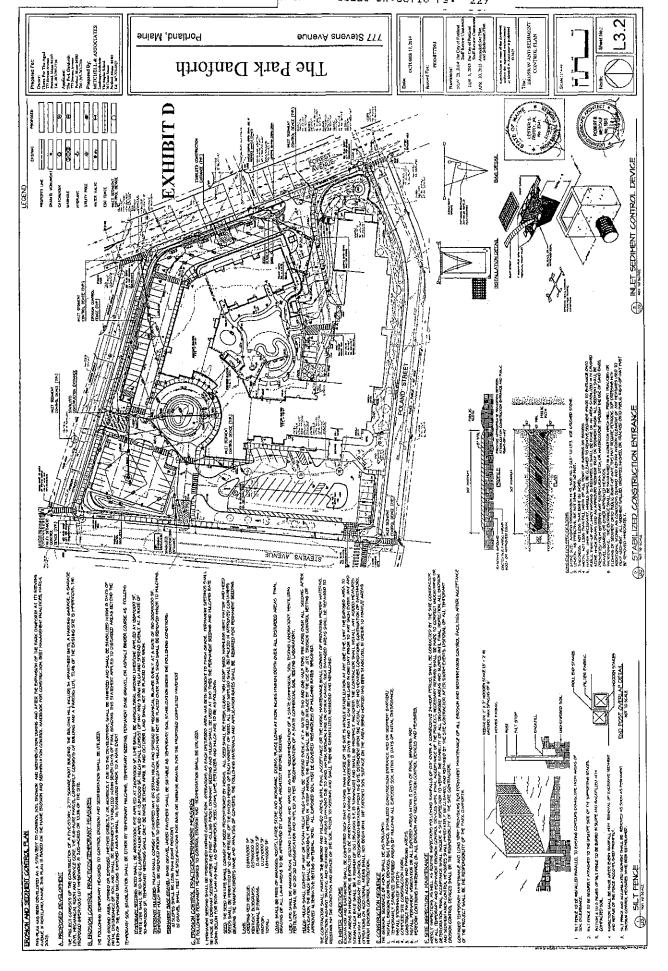
Exhibit D: Approved Erosion and Sediment Control Plan L3.2

Exhibit E: Approved Stormwater Maintenance and Inspection Agreement









# OPERATIONS & MAINTENANCE PLAN FOR STORMWATER FACILITIES October 2014

For: The Park Danforth 777 Stevens Avenue Portland, Maine

**EXHIBIT E** 

The applicant, The Park Danforth, will be responsible for all operation and maintenance of the entire site.

#### Site Description

The Park Danforth is an existing elderly housing project that will be expanded.

#### Stormwater Overview and Objectives

The Stormwater Plan has two separate systems:

- 1. The existing on-site stormwater system that discharges to the City stormdrain in Forest Avenue.
- 2. The new stormwater system that incorporates infiltration for the "First Flush" therefore providing treatment before discharging to the city stormdrain in Forest Avenue.

#### Contacts:

Design Engineer:	28 State Street Gorham, Me. 04038 (207) 839-2771
Developer:	The Park Danforth 777 Stevens Avenue Portland, Me. 04103
Inspector:	

Contractors:	
Contractor I	
Contractor 2	

#### Purpose

The following O&M Plan provides guidance and schedules for the O&M of the stormwater facility.

#### Leaching Galleries

- 1. Inlet Inspections: The inlet of the basin shall be checked periodically to ensure that flows are not blocked by debris. Inspections shall be conducted monthly during wet weather conditions from March to November.
- 2. Erosion & Instability: The drywell should be inspected annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure, and loss of storage volume due to sediment accumulation. Corrective action should be taken immediately upon identification of problems.
- 3. Sediment Removal: Sediment shall be removed from the structure at least annually and from the basin when necessary.
- 4. Measurement of Sediment Accumulation: Inspect for sediment accumulation. If sediment reaches 1' in depth, the sediment shall be removed.

#### Storm Drain System Includes Catch Basins & Manholes

- 1. Inspect catch basin inlets on a monthly basis for debris or conditions which could inhibit flow entry. Remove debris and properly dispose.
- 2. Inspect the catch basin structures on an annual basis.
  - a) Check that rims are securely attached and properly set to optimize flow entry.

- b) Measure and record silt accumulation, if any. Sumps shall be cleaned at least on a yearly basis in the spring.
- 3. Check pipelines on an annual basis to determine silt accumulation, if any. Remove excess silt if found.

### City of Portland

The owner is required to comply with the annual reporting requirements contained in Chapter 32 of the City of Portland Code of Ordinances.

#### Housekeeping

- 1. Use "Inspection & Maintenance Log" and keep records in three-ring binder.
- 2. See attached Appendix B "Inspection and Maintenance" from Maine DEP Stormwater Regulations.
- 3. See attached "Appendix C" from Maine DEP Stormwater Regulations for Performance Standards.

# INSPECTION SUMMARY The Park Danforth

Inspection of Schedule \*

• Leaching Galleries

Inspect Monthly Remove Sediment Yearly

• Storm Drains and Catchbasins

Inspect Monthly
Measure Silt & Remove Yearly

<sup>\*</sup> After significant rainstorm in addition to regular inspections. Inspections shall be within 3 days of significant rainfall.

# INSPECTION LOG The Park Danforth

# Stormwater Management Inspection & Maintenance Log

Inspection by:  Purpose of Inspection: Monthly, Yearly, Significant Rainfall (circle one)  • Leaching Galleries  Description of Conditions:  Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Purpose of Inspection: Monthly, Yearly, Significant Rainfall (circle one)  • Leaching Galleries  Description of Conditions:  Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Leaching Galleries  Description of Conditions:  Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Leaching Galleries  Description of Conditions:  Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Description of Conditions:  Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Description of Conditions:  Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Maintenance & Date of Repairs:  Sediment Inspection & Removal:
Sediment Inspection & Removal:
Sediment Inspection & Removal:
Sediment Inspection & Removal:
Sediment Inspection & Removal:
Sediment Inspection & Removal:
• Catchbasins
Description of Conditions:

Maintenance & Date of Repairs:							
Sediment Inspection & Removal:						<u></u>	
						31.31.22	
	<u></u>	<del>an is an i l'Animais de l</del>	<u> </u>	Sm _ 16	Inspe	ctor Sign	nature
				· · · · · · · · · · · · · · · · · · ·	Inspe	ctor Sigi	nature

Received Recorded Resister of Deeds Dec 21,2016 12:31:51F Cumberland Counts Nancy A. Lane

#### OPERATIONS & MAINTENANCE PLAN FOR STORMWATER FACILITIES October 2014

For: The Park Danforth

777 Stevens Avenue Portland, Maine

**EXHIBIT E** 

The applicant, The Park Danforth, will be responsible for all operation and maintenance of the entire site.

#### Site Description

The Park Danforth is an existing elderly housing project that will be expanded.

#### Stormwater Overview and Objectives

The Stormwater Plan has two separate systems:

- 1. The existing on-site stormwater system that discharges to the City stormdrain in Forest Avenue.
- 2. The new stormwater system that incorporates infiltration for the "First Flush" therefore providing treatment before discharging to the city stormdrain in Forest Avenue.

#### Contacts:

Design Engineer:	BH2M 28 State Street Gorham, Me. 04038 (207) 839-2771
Developer:	The Park Danforth 777 Stevens Avenue Portland, Me. 04103
Inspector:	

16	iciors.	
	Contractor 1	
	Contractor 2	
v Z		

#### Purpose

The following O&M Plan provides guidance and schedules for the O&M of the stormwater facility.

#### Leaching Galleries

- 1. Inlet Inspections: The inlet of the basin shall be checked periodically to ensure that flows are not blocked by debris. Inspections shall be conducted monthly during wet weather conditions from March to November.
- 2. Erosion & Instability: The drywell should be inspected annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure, and loss of storage volume due to sediment accumulation. Corrective action should be taken immediately upon identification of problems.
- 3. Sediment Removal: Sediment shall be removed from the structure at least annually and from the basin when necessary.
- 4. Measurement of Sediment Accumulation: Inspect for sediment accumulation. If sediment reaches 1' in depth, the sediment shall be removed.

#### Storm Drain System Includes Catch Basins & Manholes

- 1. Inspect catch basin inlets on a monthly basis for debris or conditions which could inhibit flow entry. Remove debris and properly dispose.
- 2. Inspect the catch basin structures on an annual basis.
  - a) Check that rims are securely attached and properly set to optimize flow entry.

- b) Measure and record silt accumulation, if any. Sumps shall be cleaned at least on a yearly basis in the spring.
- 3. Check pipelines on an annual basis to determine silt accumulation, if any. Remove excess silt if found.

### City of Portland

The owner is required to comply with the annual reporting requirements contained in Chapter 32 of the City of Portland Code of Ordinances.

#### Housekeeping

- 1. Use "Inspection & Maintenance Log" and keep records in three-ring binder.
- 2. See attached Appendix B "Inspection and Maintenance" from Maine DEP Stormwater Regulations.
- 3. See attached "Appendix C" from Maine DEP Stormwater Regulations for Performance Standards.

# INSPECTION SUMMARY The Park Danforth

Inspection of

Schedule \*

• Leaching Galleries

Inspect Remove Sediment Monthly Yearly

Storm Drains and Catchbasins

Inspect

Monthly

Measure Silt & Remove

Yearly

<sup>\*</sup> After significant rainstorm in addition to regular inspections. Inspections shall be within 3 days of significant rainfall.

#### INSPECTION LOG

# The Park Danforth Stormwater Management Inspection & Maintenance Log

Date o	of Inspection:		
Inspec	tion by:		
Transfer Valer			
Purpo	se of Inspection: Monthly, Yearly, Signif	ficant Rainfall (circle on	<b>(e)</b>
•	Leaching Galleries		
	Description of Conditions:		
	Maintenance & Date of Repairs:		
			College Control Contro
	Sediment Inspection & Removal:		
		<del>Disposition and the second se</del>	and the state of t
		<u> </u>	
•	Catchbasins		
	Description of Conditions:		
	Description of Conditions.		
		pppleade have and the specific of the position of the Matterbane Harriston and the state of the specific of th	AND
		and the second s	

SALL MATERIAL STATES		
	Maintenance & Date of Repairs:	
		55W
		<u></u>
	Sediment Inspection & Removal:	
		_
	보다는 하는 사람들이 나는 사람들이 생각하는 생활을 보는 물론 회원들이 되었다. 그렇지만 살고 있다.	
	문제 것 같은 통점 그 일이 된 원꽃 범인 그 그의 그릇들은 스킨트로 하는데	
	스는 사람들은 아내는 어린 사람들은 하면 하는데 다양하다면 모양을 모양하는 경기를 받았다.	
	는 이용 그림 그들이 있는데 그는 것이 되었어 않아 하지만 말이 그를 그 것으로 이었으면 살아 들었다. 것으로 그 것으로 됩니다. 그는 네트 이번 그들이 그림을 받는데 등 이 나를 살아 들었다. 그 시트 에 그 사용을 되었는데 그리고 하는데 그를 가고 있다.	
	에 있다. 이 사용 경기는 이 사용 사용 보다는 이 경기를 가면 함께 하는 것이 하는데 그 전략을 위해 하는데 함께 하는데 되었다. 1980년 - 1981년 - 1980년 대한 전략을 하는데 함께 하는데 함께 하는데 하는데 하는데 하는데 함께 하는데	
	보이면 보는 이 많이 가지 못하지만 함께 있는데 되는데 뭐이 뭐하셨다. 이 바로 없는	
	Inspector Signature	_
	그는 그 그 그 그 그는 그는 것이 그 날이 한 경기를 하고 있는 것이 없는 것이 없었다.	
	그런 사내가 하시는 하는 사람은 사람들에 가는 이 살이 살아 있다는 것은	
	The control of the co	
	Inspector Signature	<b>.</b>
		-1,

#### BERRY HUFF MCDONALD MILLIGAN, INC. 28 STATE STREET GORHAM, MAINE 04038 207-839-2771 207-839-8250 FAX

### MAINE DEP/CITY OF PORTLAND CONSTRUCTION INSPECTION

PROJECT: Park Danforth
DEVELOPER: Home for the Aged
CONTRACTOR: Shaw Brothers Construction
INSPECTION DATE: 12/9/15
TO: City of Portland, Contractor and Maine DEP
ON-SITE ATTENDEES: Andrew S. Morrell, P.E.

#### The following was noted:

- Overcast and cool, 39°
- Equipment onsite: excavator (1)
- Activity on site: Contractor installing Leaching Galleys (LG) 13 and 14.
- Leaching Galleys 15, 16 and 17 were completed the day before. The galleys have been backfilled and connected to the existing stormdrain system at DMH #2.
- Contractor has excavated for installation of LG 13 and 14. Stone below the structure has
  been installed. Please note the contractor has elected to use %-inch stone surrounding the
  leaching galleys. The filter fabric appears to have been installed per the design plans and the
  leaching galleys have been placed at grade.
- Soils appear similar to those found for leaching galleys 15, 16 and 17, well draining sands.
   Site appears stable.
- We understand the contractor plans to take a break from the stormdrain installation for a
  bit. The contractor will call BH2M when they are ready for an inspection of further
  stormdrain infrastructure prior to the backfilling.
- Contractor still needs to install Erosion and Sediment Control fence per the plans (Sheet L3.2).

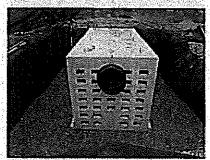
### The following pictures were taken during the site inspection:



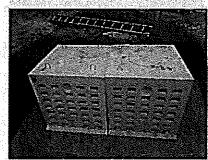
Installation complete for DMH #2



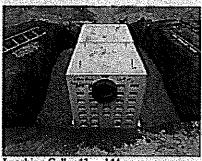
Installation of CB#2 and SD #21



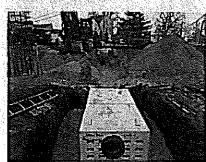
Leaching Galley 13 and 14.



Leaching Galley 13 and 14.



Leaching Galley 13 and 14.



Project area excavation and site preparation.

Berry Huff McDonald Milligar, In Andrew S. Morrell, P.E.

Site Inspection Report-12-9-2015



### Albert Frick Associates, Inc

**Environmental Consultants** 

95A County Road (207) 839-5563 Gorham, Maine 04038 FAX (207) 839-5564 www.albertfrick.com Albert Frick, CSS, SE Chris Coppi, CWS, SE Brady Frick, SE Bryan Jordan, SE Matthew Logan, SE Jamie Latorre, Office Manager

May 13, 2016

Robert Metcalf Mitchell Associates 70 Center Street Portland, ME 04101

RE: The Park Danforth, 777 Stevens Avenue, Portland

Dear Bob:

We were requested, as part of the conditions of approval to do Soil Inspections which stated:

The Owner will retain the services of a Certified Soil Scientist to inspect the soils before crushed stone is installed for the stormwater facilities. The purpose is to insure all facilities are below the "hardpan" layers and the soils are suitable for stormwater infiltration. Written documentation shall be provided with the Engineer's report for inspection of system installation:

Accordingly we did the following inspections of the prepared sites for the proposed Leaching Galleries:

DATE	LEACHING
Inspected	GALLERIES
12/8/2015	#15, 16, 17
12/9/2015	# 13, 14
1/5/2016	#3,4
1/6/2016	# 5, 6
1//19/16	#1,2
4/26/2016	# 8,9,10

NOTE: There were no #7, 11, and 12 Galleries Utilized (dropped out of design)

Each and every proposed Leaching Gallery were excavated below the cemented iron layer (orstein layer) (i.e. hardpan) and the prepared side wall areas proposed for the leaching Galleries were open and friable with no observation of cementation evident. Sites were dry with no observed ground water within the open profile on the dates of the inspections.

leaching Galleries were open and friable with no observation of cementation evident. Sites were dry with no observed ground water within the open profile on the dates of the inspections.

It is my professional opinion that the sites complied with the required conditions of the Planning Board Approval.

Please contact me if you have any questions or matters for additional discussion.

Respectfully,

Albert Frick

Certified Soil Scientist Licensed Site Evaluator

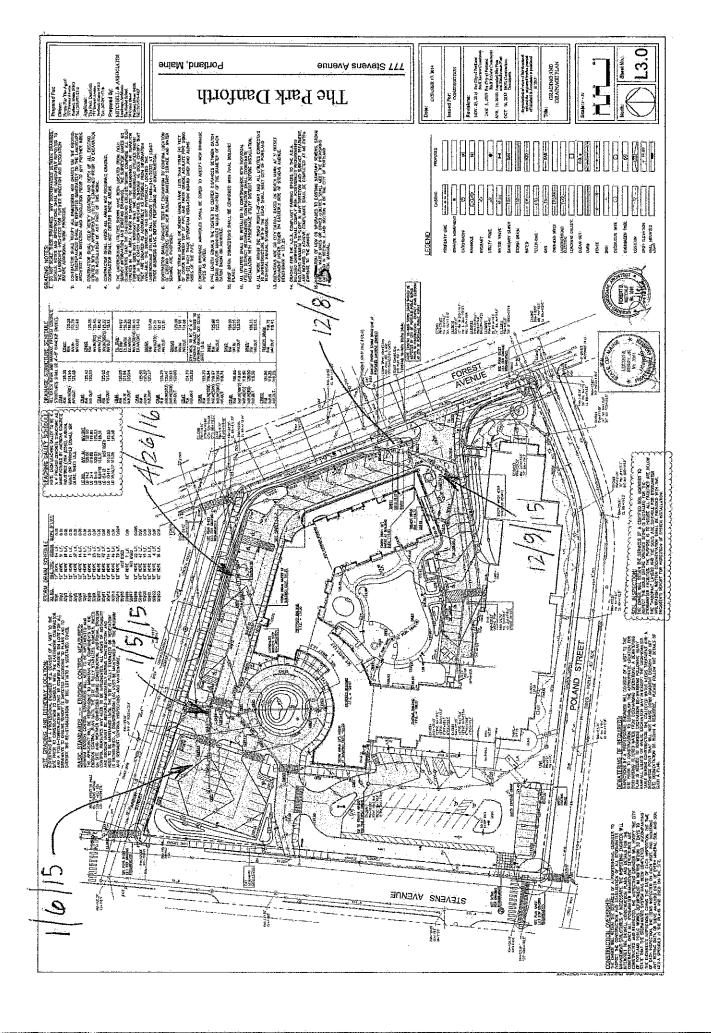
Albert Joseph

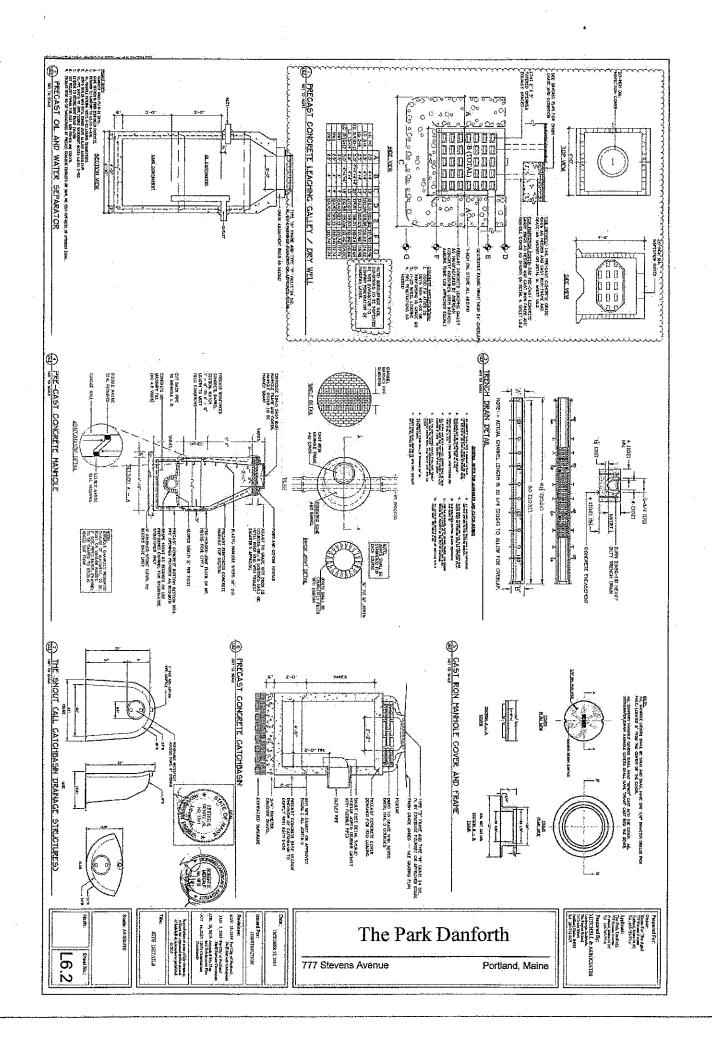
Çç

Kemp Carey PC Construction

Enc.

Site Plan Photographs Letter of September 27, 2014 Photographs

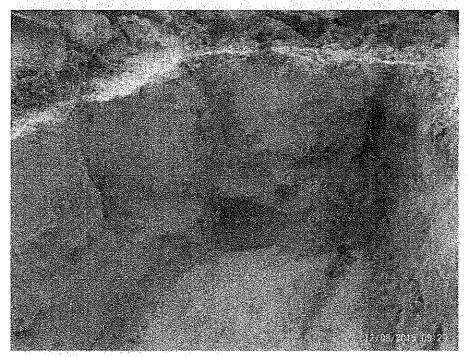




Portland Mitchell & Associates The Park Danforth December 8, 2015

LG 15,16,17





Portland Mitchell & Associates The Park Danforth December 8, 2015

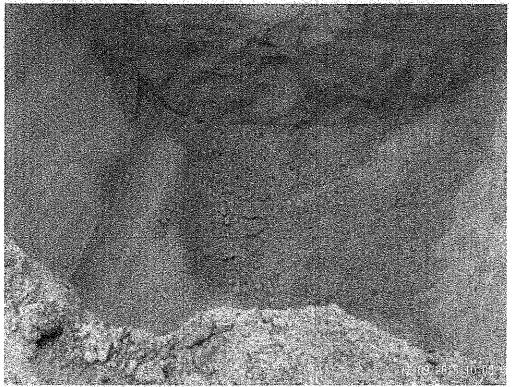
NG 15,16,17



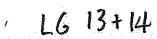
Portland Mitchell & Associates The Park Danforth December 9, 2015

L613+14

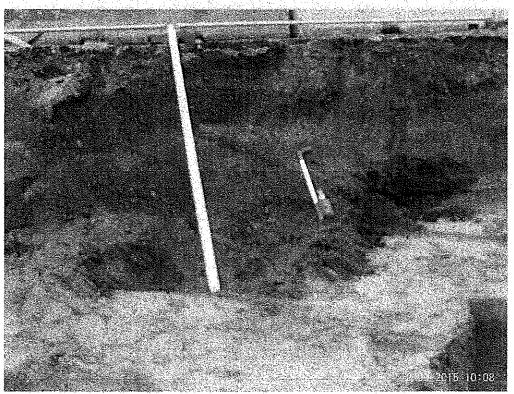




Portland Mitchell & Associates The Park Danforth December 9, 2015

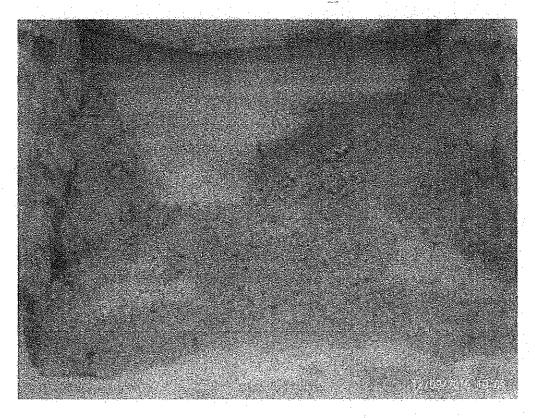




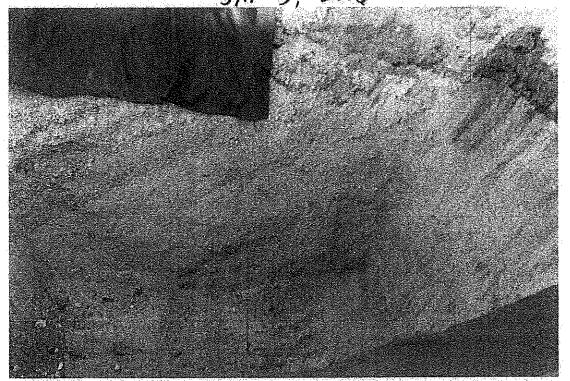


Portland Mitchell & Associates The Park Danforth December 9, 2015

LG 13+14



LG # 3+4 JAN 5, 2016





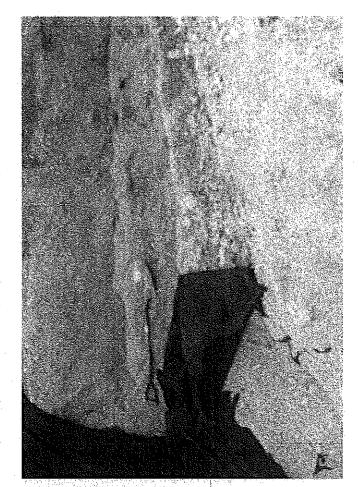
16#5+6 JAN. 6, 2016



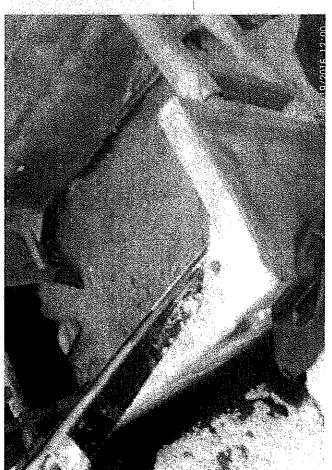


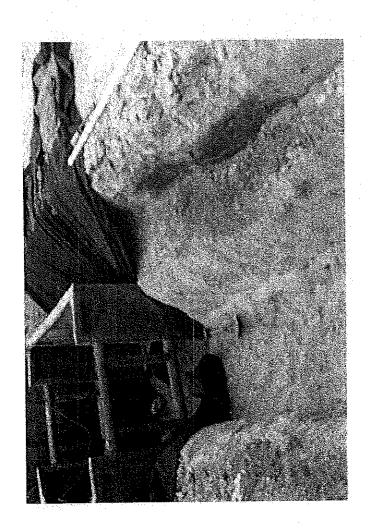
1/14/

#5

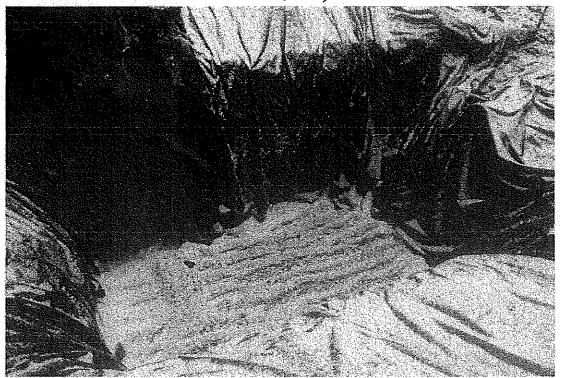








LG #8,9,10 4/26/2016





Albert Frick, SS, SE James Logan, SS, SE Matthew Logan, SF, Brady Frick, SE Bryan Jordan, SE William O'Connor, SE Noel Dunn, Office Manager

September 27, 2014

Mr. Mike King Mitchell Associates 70 Center Street Portland, ME 04101

Re: The Park at Danforth, Stevens Avenue, Portland

Dear Mr. King:

We have revisited the above-referenced site to re-excavate soil test pits for stormwater design. Previously our test pits were dug by hand shovel and soil auger, and were not sufficiently deep to fully evaluate soil characteristics. Enclosed for your review and use are revised soil profile descriptions for TP1-6, based on excavations with backhoe, at the on-site locations previously identified by others.

Soil profiles observed in backhoe test pits exhibited similar conditions to those described with hand shovel test pits. These consist of fill soils of variable sandy textures, over original soils that are Croghan (Variant) soils, in that they are glacial outwash soils on nearly level to gently sloping landforms. The area has been developed for many years, with more than one project at this site.

A subsurface layer of somewhat firm to firm, very gravelly loamy sand was observed in all test pits, which had evidence of slower internal drainage than those soil layers above and below this slightly cemented zone. Original soil data provided suggested the soils are "Skerry-like", but over -excavation/removal of the somewhat firm to firm subsurface layer would create soil conditions on-site that more closely resemble Croghan (Decerfield) soil as mapped originally in the USDA Natural Resource Conservation Service Soil Survey of Cumberland County.

While Croghan soils are generally moderately well drained (i.e. seasonal high water tables generally within 4' of the original soil surface), long term development of city streets/infrastructure has likely lowered the traditional water tables in the area. (It is my understanding that soil borings verified static water table levels approaching 20' in depth). A revised generic soil description for fill over Croghan soils is also now enclosed.

I trust you will find this enhanced investigation of soils on the project site will be helpful in redefining parameters and site limiting factors for sound stormwater design.

Otherwise, should you have further questions or matters for discussion regarding the site, please do not hesitate to call.

Sincerely,

James Logan Certified Soil Scientist #213 Licensed Site Evaluator #237 Wetland Scientist

Cc. Lester Berry, P.E. (BH2M)



Clean Harbors Environmental Services, Inc. 17 Main Street South Portland, ME 04106 www.cleanharbors.com

December 15, 2016

Attn: Mr. Rick Mageles The Park Danforth 777 Stevens Avenue Portland, ME 04103

Quote #2564189

Dear Mr. Mageles:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services

- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Kevin S Kelly Field Services Project Manager Phone: 207.799.8111, ext 347



Page 2 of 6

### SWS INSPECTION

# TOTAL LABOR, EQUIPMENT, AND MATERIAL

\$250.00

Estimated Recovery Fee

\$23.75

Estimated total, including Fees

\$273.75

#### **GENERAL CONDITIONS**

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal
  by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be
  based upon labor and materials actually expended in performing the scope of work. Any changes
  in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: Net 15 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the
  appropriate purchase order number. Where modifications to the scope of services become
  necessary, Clean Harbors will notify the customer promptly and obtain customer authorization
  for such modifications and a revised contract price will be established in order to finish the
  project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.



Page 3 of 6

### GENERAL CONDITIONS

- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.).
   Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 9.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted, Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract
  terms and conditions, which are reflective of the work contemplated, and an equitable
  distribution of the risks involved therein. In the event that such agreement cannot be reached,
  Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or
  penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.



Page 4 of 6

# ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT	Clean Harbors Environmental Services, Inc.
Menseman	
Signature	Signature
DENISE M. VACHON!	
Print Name	Print Name
12/20/16	
Date	Date
207-797-7710	
Phone	
nor appercase	
Purchase Order Number	
Customer Incurance Carrier	

08



Page 5 of 6

#### **FIELD SERVICES AGREEMENT**

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

#### STANDARD TERMS AND CONDITIONS

- Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
- 2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.
- 3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:

Statutory

Employer's Liability:

\$2,000,000

General Commercial Liability:

\$2 million per occurrence

\$4 million aggregate

Automobile:

\$5 million combined single limit

Contractors Pollution Liability:

\$10 million each Claim

\$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is less.

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

- In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
- 6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.
- 7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclenient weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations, orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.



Page 6 of 6

### STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by:

 Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

- 9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
- Customer's représentative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agréement on Customer's behalf.
- 11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.



Clean Harbors Environmental Services, Inc. 17 Main Street South Portland, ME 04106 www.cleanharbors.com

December 15, 2016

Attn: Mr. Rick Mageles The Park Danforth 777 Stevens Avenue Portland, ME 04103

Quote #2564174

Dear Mr. Mageles:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services

- 24-Hour Environmental Emergency Response
- · Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Kevin S Kelly Field Services Project Manager Phone: 207.799.8111, ext 347



Page 2 of 8

# **QUOTE SUMMARY**

Description		Amount
TASK 1: SWS SERVICE		\$732.00
TASK 2: DISPOSAL		\$300.00
	Subtotal	\$1,032.00
	Estimated Recovery Fee	\$98.04
	Estimated Waste Fee	\$0.02
	QUOTE TOTAL	\$1,130.06



Page 3 of 8

### TASK 1: SWS SERVICE

Amount	Description	Qty/tiom	Days	Price	Total
1	Equipment Operator	4 hour'	1	\$50.00	\$200.00
Ì	Field Technician	4 hour	1	\$45.00	\$180.00
1	High Powered Vacuum Truck/Cusco	4 hour	1	\$88.00	\$352,00
				Total	\$732.00

<sup>&#</sup>x27;Includes portal-to-portal travel time

### TASK 1: TOTAL ESTIMATE

\$732.00

Estimated Recovery Fee

\$69.54

Estimated total, including Fees

\$801.54

## TASK 2: DISPOSAL

### DISPOSAL

Profile / Waste Code	Waste Description	Price/UOM
RUMERYOIL / A32	OIL/WATER FOR RECLAMATION	\$0.54 / gallon*

<sup>&#</sup>x27;The following minimum price(s) will apply:

Profile/Waste Code	UOM	 Minimum Price
RUMERYOIL / A32	container	 \$150,00
Surcharges (if appl	icable)	

Description  Waste Code A32:	Rate	UOM	Lower Limit	Upper <u>Limit</u>	Range UOM
Heel Surcharge	\$1.60	Gallons	1.00	100.00	Percent

### TRANSPORTATION

Transportation Hub	Vehicle Type	Unit Rat	le Unit of Mensure
So. Portland, ME Oil Facility	Cusco with Operator	N/A	N/A

Transportation is covered by Labor, Equipment, and Material on another Task.



Page 4 of 8

#### ACCESSORIALS

Tank Wash

\$150.00 Each

### WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A32	Specification Oil & Water
	Non-detectable concentration of PCB's (i.e. <2ppm MDL) Organic Halogen less than 1,000 ppm pH between 2-12.5 Must be petroleum-based oil (greater than 5000 BTUs/lb) No pesticides Flash point greater than 100°F Cannot be mixed with other hazardous waste Total Cadmium less than 2 ppm Total Chrome less than 10 ppm Total Arsenic less than 10 ppm Total Lead less than 10 ppm Less than one inch of solid in the drum Greater than 10 percent water PRIMARY DISPOSAL METHOD; OIL RECOVERY/WASTEWATER TREATMENT

### **GENERAL CONDITIONS**

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal
  by a Clean Harbors Field Representative, and that the amount invoiced by Clean Harbors will be
  based upon labor and materials actually expended in performing the scope of work. Any changes
  in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: Net 15 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the
  appropriate purchase order number. Where modifications to the scope of services become
  necessary, Clean Harbors will notify the customer promptly and obtain customer authorization
  for such modifications and a revised contract price will be established in order to finish the
  project.



Page 5 of 8

#### **GENERAL CONDITIONS**

- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.).
  Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another
  delivery method is required there could be an additional service fee per invoice, Any alternate
  delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and
  implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 9.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract
  terms and conditions, which are reflective of the work contemplated, and an equitable
  distribution of the risks involved therein. In the event that such agreement cannot be reached,
  Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or
  penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer
  agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the
  jurisdiction of the Commonwealth of Massachusetts.



Page 6 of 8

# ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT	Clean Harbors Environmental Services, Inc.
Dure Mackey	
Signature	Signature
DENISE M. VACHON	
Print Name	Print Name
13/30/16	·
Date /	Date
207-797-7710	
Phone	
nov appueasu	
Purchase Order Number	
Customer Incurance Carrier	

all &



Page 7 of 8

#### **FIELD SERVICES AGREEMENT**

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

#### STANDARD TERMS AND CONDITIONS

- Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
- 2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.
- 3. Clean Harbors shall produce and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:

Statutory

Employer's Liability:

\$2,000,000

General Commercial Liability:

\$2 million per occurrence

\$4 million aggregate

Automobile:

\$5 million combined single limit

Contractors Pollution Liability:

\$10 million each Claim

\$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is less.

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parities.

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

- In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
- 6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.
- 7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.



Page 8 of 8

#### STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by:

 Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

Customer agrees to indennify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

- 9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
- Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf,
- 11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.



December 19, 2016

Mr. David Crimmin Handyman Services 13 Gray Street Westbrook, ME 04092

Dear Mr. Crimmin

Thank you for meeting with Rick Mageles, the Director of Environmental Services & Systems at The Park Danforth to discuss our agreement for services for the snow removal season 2016-2017.

We understand that you agree to and contract with The Park Danforth to provide the service of snow-blowing the City Sidewalks that bound The Park Danforth's property on Poland Street, Arbor Street and Forest Avenue for an agreed upon fee, and without being called to do so. In other words, you will arrive to remove the snow from these City sidewalks following any snowfall within 24 hours without our prompting.

In addition, you have also made your services available to assist in snow removal on the contained campus owned and operated by The Park Danforth as needed and when called upon by Mr. Mageles. We are appreciative of your availability from time to time.

By your signature below, you will indicate your concurrence with the above. We appreciate this formal documentation, as required by the City for The Park Danforth's City Approval requirements and Certificate of Occupancy purposes.

If you have any questions, please feel free to contact me or Rick at 797-7710.

Thank you in advance for your service once again this year!

Sincerely,

Denise M. Vachon, CEO

The Park Danforth
777 Stevens Avenue

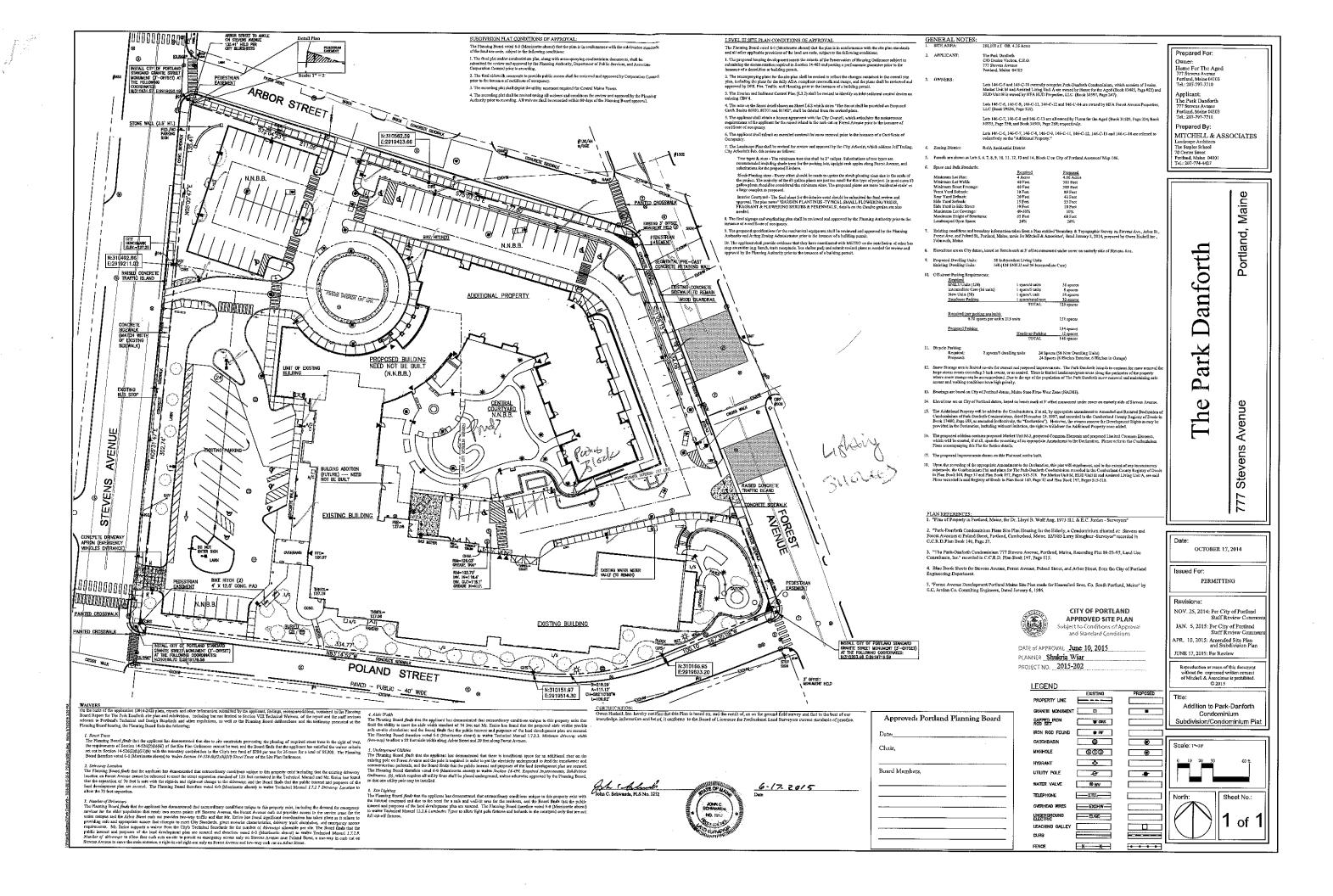
Portland ME 04103

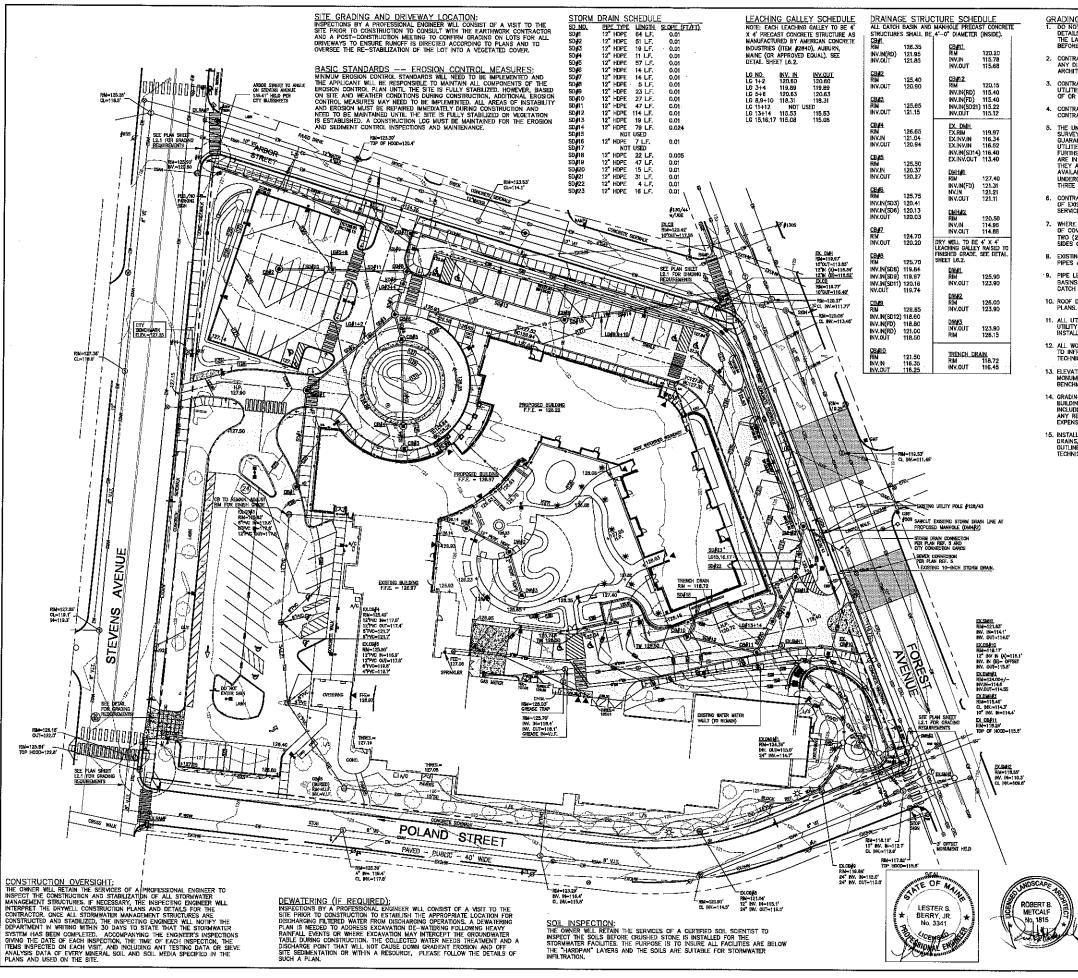
Seen and Agreed to

David Crimmin, Handyman Services

12/20/2016

CC: Rick Mageles





GRADING NOTES:

1. DO NOT SCALE THESE DRAWINGS, ANY DISCREPANGES BETWEEN DRAWINGS, DETAILS, NOTES AND SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT FOR PURTHER DIRECTION AND RESOLUTION BEFORE ADDITIONAL WORK PROCEEDS.

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES ON THE GROUND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DIRECTION AND RESOLUTION PRIOR TO ANY FURTHER WORK
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION OF OR INSTALLATION OF ANY PART OF THIS WORK.
- 4. CONTRACTOR SHALL AVOID ALL AREAS NOT REQUIRING GRADING. CONTRACTOR SHALL NOT DISTURB THESE AREAS.
- 5. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWNOS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUICH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDOND. THE SURVEYOR FURTHER DIDES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, CALL DIGSAFE (1-886 3-444-7233) AT LEAST THREE BUSINESS DAYS BEFORE PERFORNING ANY CONSTRUCTION.
- CONTRACTOR SHALL CONDUCT TEST PIT EXCAVATION TO CONFIRM LOCATION
  OF EXISTING UTILITIES WHERE NEW BUILDING SANITARY SERVICE AND WATER
  SERVICE ARE PROPOSED.
- 7. WHERE STORM DRAINS OR SEWER MAINS HAVE LESS THAN FOUR (4) FEET OF COVER BETWEEN TOP OF PIPE AND FINISH GRADE, INSULATE PIPE USING TWO (2) INCH THICK STYROFOAM INSULATION BOARD OVER AND ALONG SIDES OF THE PIPE.
- B. EXISTING DRAINAGE MANHOLES SHALL BE CORED TO ACCEPT NEW DRAINAGE PIPES AS NOTED.
- 9. PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES RETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE—HALF OF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
- 10. ROOF DRAIN CONNECTIONS SHALL BE CONFIRMED WITH FINAL BUILDING PLANS
- 11. ALL UTILITIES SHALL BE INSTALLED IN CONFORMANCE WITH INDIVIDUAL UTILITY DISTRICT REQUIRENTS, CONTRACTOR SHALL COORDINATE. INSTALLATION WITH APPROPRIATE UTILITY DISTRICT BEFORE INSTALLATION.
- ALL WORK WITHIN THE ROAD RIGHT-OF-WAY AND ALL UTILITIES CONNECTING TO INFRASTRUCTURE WITHIN THE ROAD SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
- ELEVATIONS ARE ON CITY DATUM, BASED ON BENCH MARK AT 3' OFFSET MONUMENT UNDER COVER ON EASTERLY SIDE OF STEVENS AVENUE. BENCHMARK = 127.25
- 14. GRADING FOR THE A.D.A. COMPLIANT PARKING SPACES TO THE A.D.A. BUILDING ENTRANCES SHALL COMPLY WITH ACCESSIBILITY REQUIREMENTS INCLUDING MAXIMUM 2X \$1.0PE IN ANY DIRECTION AND SURFACE TREATMENT. ANY REPAIRS TO ACHIEVE COMPLIANCE SHALL BE COMPLETED AT NO EXTRA EXPENSE TO THE OWNER.
- 15. INSTALLATION OF NEW OR UPGRADES TO EXISTING SANITARY SEWERS, STORM DRAINS, WATER LINES OR OTHER UTILITIES SHALL MEET THE PROVISIONS OUTLINED IN SECTION 2 AND SECTION 9 OF THE CITY OF PORTLAND TECHNICAL MANUAL.



CITY OF PORTLAND APPROVED SITE PLAN

DATE OF APPROVAL June 10, 2015 PLANNER Shukria Wiar PROJECT NO. 2015-202

LECEND

EXISTING	PROPOSED
IT <u>■</u>	
•	◉
900	•
a <b>Ö</b> ı	
æ	
<b>⊗</b> ₩√	H
ESAN	SAN
ESD-	
EW	— H20 —
ETEL.	
EG	GAS
EXOHW	
-EUGE	
	0.0.■
X X	• • • •
m/Dm	
	0
	$\boxtimes$
72	
	+ 74.00
	©

Home For The Aged Portland, Maine 04103 Tel.: 207-797-7710

Applicant: The Park Danforth 777 Stevens Avenue

Prepared By:

MITCHELL & ASSOCIATES andscape Architec he Staples School 70 Center Speet Portland, Maine 04101 Tel.: 207-774-4427

Maine

Portland

anforth

ark

Д

0

T

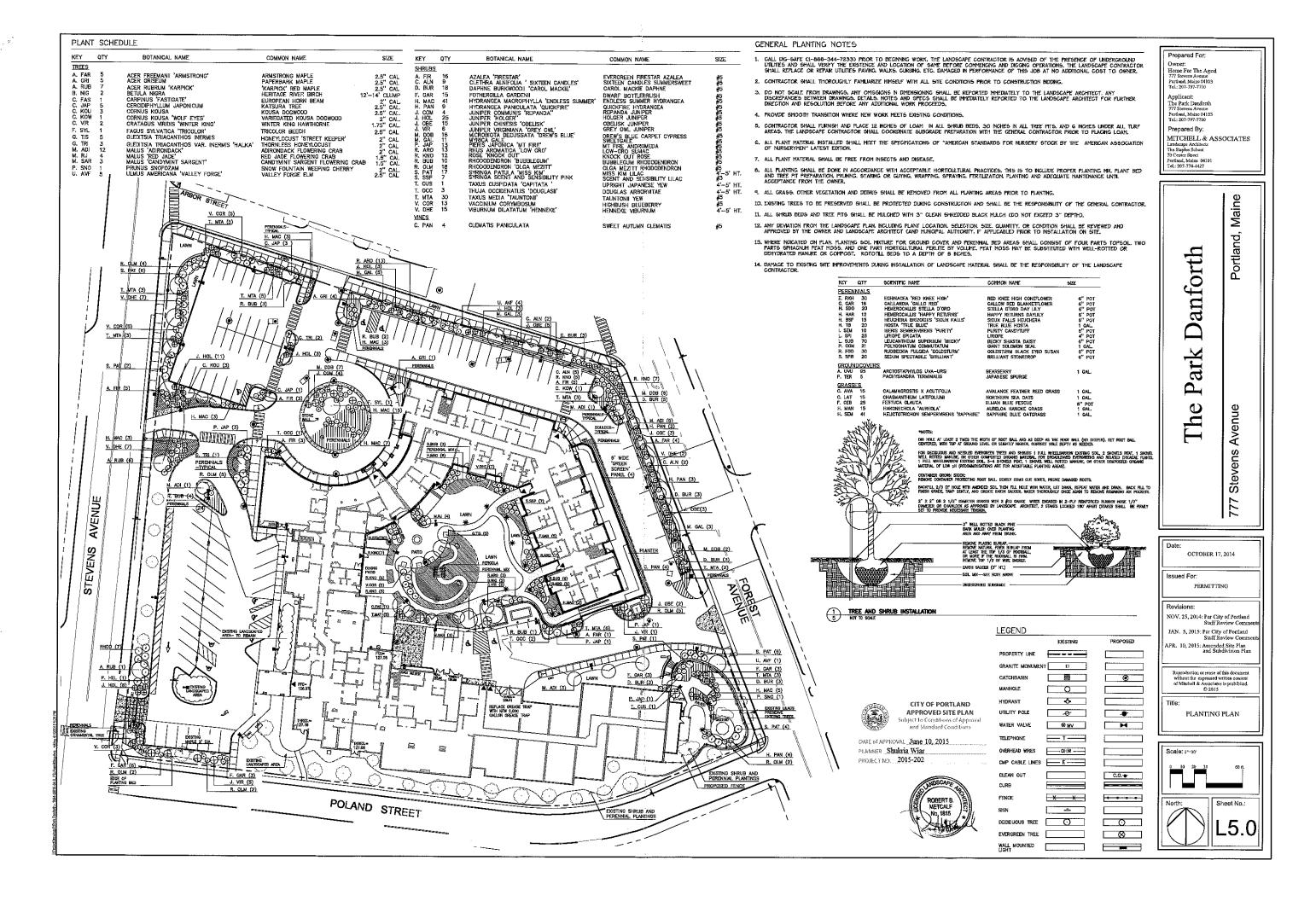
Avenue

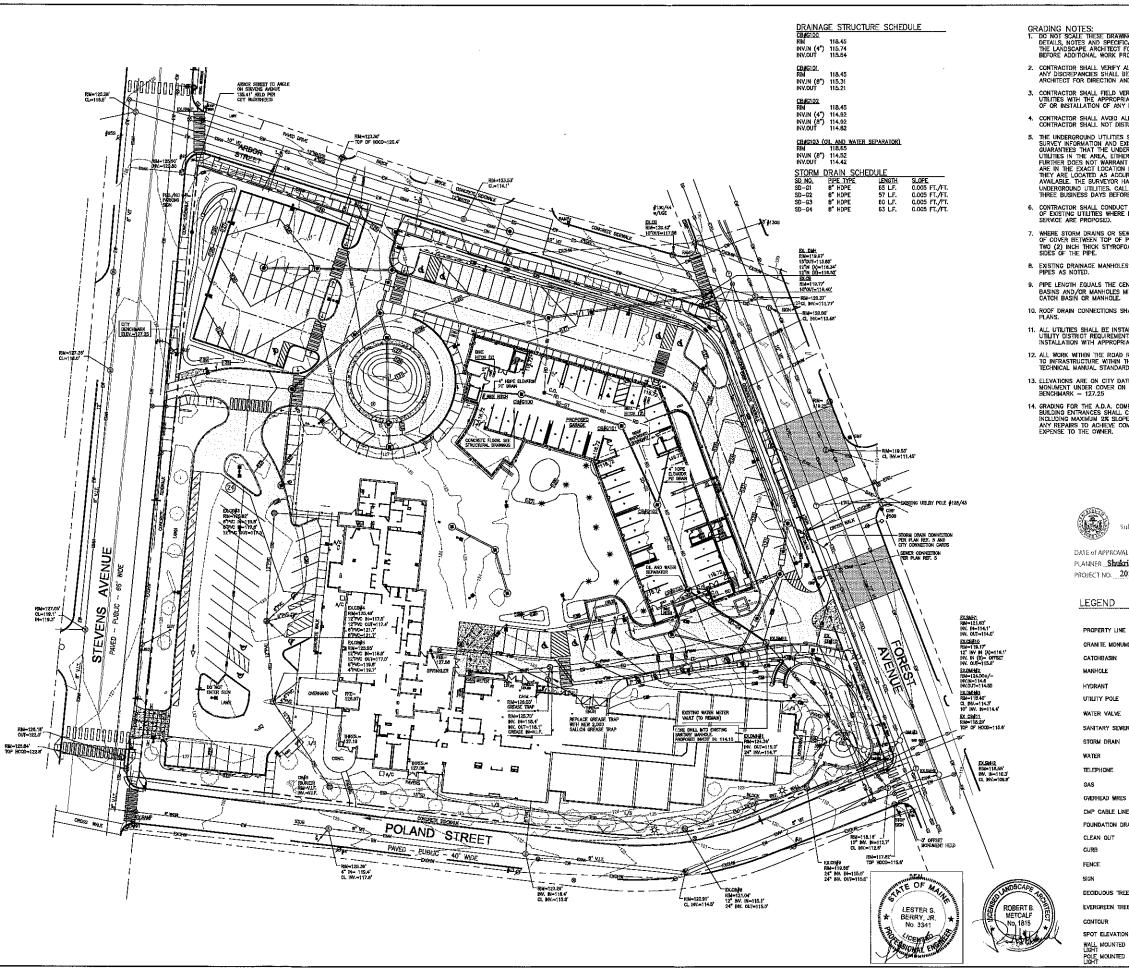
Stevens

Date:	
0	CTOBER 17, 2014
Issued Fo	or:
	PERMITTING
Revisions	s:
NOV. 25, 2	2014: Por City of Portland Staff Review Comments
JAN. 5, 2	015: Per City of Portland Staff Review Comments
APR. 10, 2	015: Amended Site Plan and Subdivision Plan
n t	tion or reuse of this document

without the expressed written consent of Mitchell & Associates is prohibited, © 2015

GRADING AND DRAINAGE PLAN





- GRADING NOTES:

  1. DO NOT SCALE THESE DRAWINGS. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, NOTES AND SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT FOR FURTHER DIRECTION AND RESOLUTION BEFORE ADDITIONAL WORK PROCEEDS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES ON THE GROUND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DIRECTION AND RESOLUTION PRIOR TO ANY FURTHER WORK
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION OF OR INSTALLATION OF ANY PART OF THIS WORK.
- CONTRACTOR SHALL AVOID ALL AREAS NOT REQUIRING GRADING. CONTRACTOR SHALL NOT DISTURB THESE AREAS.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR PURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS COLUMBATION FOR ANY AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL DIGSAFE (1–888–344–7233) AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION.
- 7. WHERE STORM DRAINS OR SEWER MAINS HAVE LESS THAN FOUR (4) FEET OF COVER BETWEEN TOP OF PIPE AND FINISH GRADE, INSULATE PIPE USING TWO (2) INCH THICK STYROFOAM INSULATION BOARD OVER AND ALONG SIDES OF THE PIPE.
- 8. EXISTING DRAINAGE MANHOLES SHALL BE CORED TO ACCEPT NEW DRAINAGE PIPES AS NOTED.
- PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE—HALF OF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
- ROOF DRAIN CONNECTIONS SHALL BE CONFIRMED WITH FINAL BUILDING PLANS.
- 11. ALL UTILITIES SHALL BE INSTALLED IN CONFORMANCE WITH INDIMIDUAL UTILITY DISTRICT REQUIREMENTS; CONTRACTOR SHALL COORDINATE INSTALLATION. WITH APPROPRIATE UTILITY DISTRICT BEFORE INSTALLATION.
- 12. ALL WORK WITHIN THE ROAD RIGHT-OF-WAY AND ALL LITLITIES CONNECTING TO INFRASTRUCTURE WITHIN THE ROAD SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
- 14. GRADING FOR THE A.D.A. COMPLIANT PARKING SPACES TO THE A.D.A. BUILDING ENTRANCES SHALL COMPLY WITH ACCESSIBILITY REQUIREMENTS INCLUDING MAXIMUM 2% SLOPE IN ANY DIRECTION AND SURFACE TREATMENT. ANY REPAIRS TO ACHIEVE COMPLIANCE SHALL BE COMPLETED AT NO EXTRA EXPENSE TO THE OWNER.



CITY OF PORTLAND APPROVED SITE PLAN

DAIE of APPROVAL June 10, 2015 PLANNER Shukria Wiar PROJECT NO. 2015-202

	ENGING	T NOT GOLD
PROPERTY LINE		
GRANITE MONUMEN	T)	
CATCHEASIN	罿	•
MANHOLE	0	
HYDRANT	- <del></del>	
UTILITY POLE	-8-	
WATER VALVE	<b>⊗</b> ₩γ	×
SANITARY SEWER	ES	SAN
STORM DRAIN	ESD —	
WATER	EW	H20 —
TELEPHONE	T	LIGE+T
GAS	EG	GAS -
OVERHEAD WIRES	EOHW-	—— OHW ——
CMP CABLE LINES	E	UGE+T
FOUNDATION DRAIL	N	FD
CLEAN OUT		C.O. 🖜
GUED		

+ 74.00

Prepared For: Iome For The Aged

Applicant: The Park Danforth 777 Stevens Avenue Portland, Maine 04103 Tel.: 207-797-7710

Prepared By: MITCHELL & ASSOCIATES

Maine

anforth

ark

The

Avenue Stevens

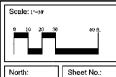
777

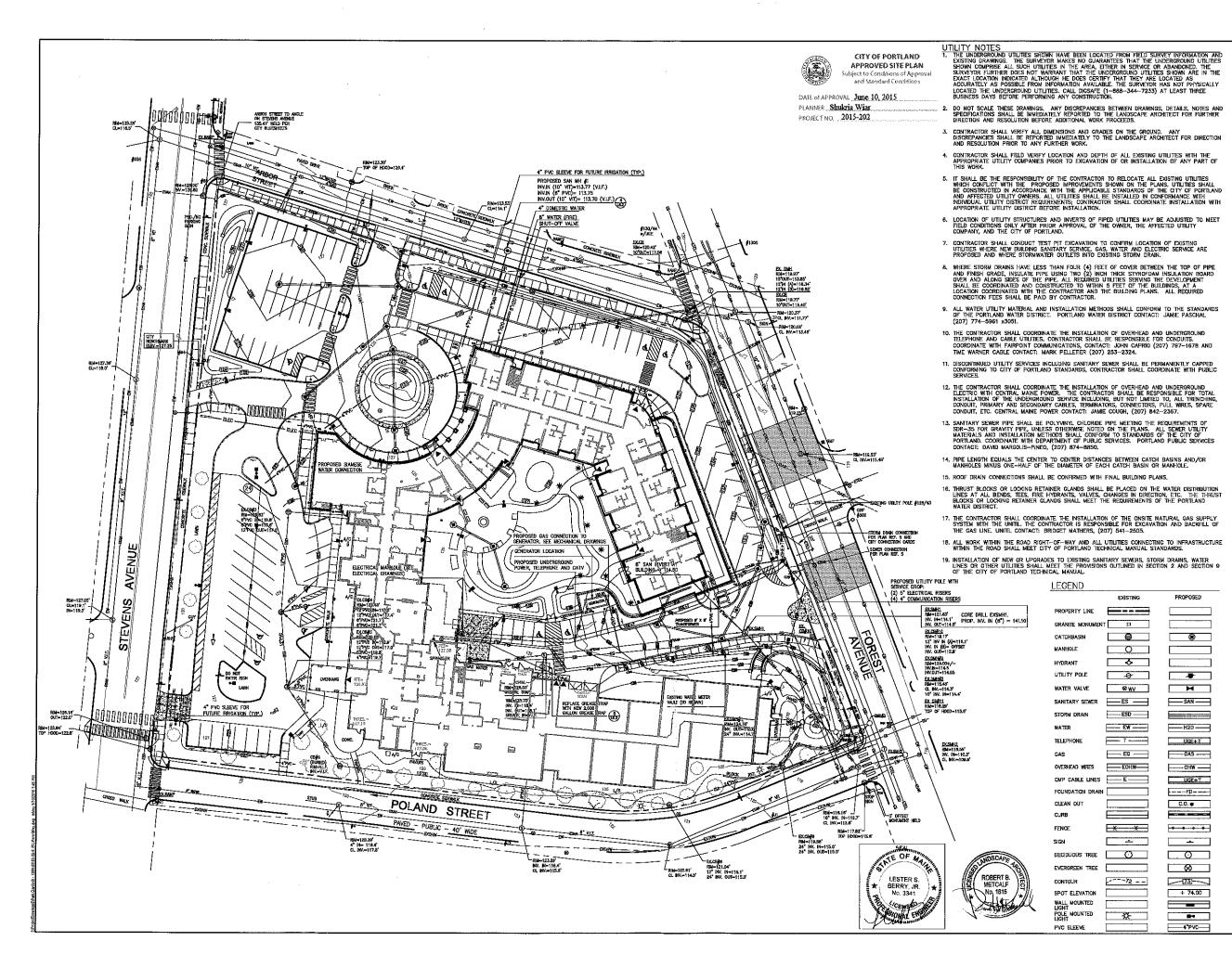
OCTOBER 17, 2014

NOV, 25, 2014; Per City of Portland Staff Review Comme JAN: 5, 2015: Per City of Portland Staff Review Comme

APR. 10, 2015: Amended Site Plan and Subdivision Plan

GRADING PLAN: GARAGE LEVEL





Prepared For

fome For The Aged Portland, Maine 04103 Tel.; 207-797-7710

The Patk Danforth 777 Stevens Avenue Portland, Maine 04103 Tel.; 207-797-7710

Prepared By: MITCHELL & ASSOCIATES

ortland, Maine 04101

anforth

ark

0 7

Maine

Avenu Stevens

777 OCTOBER 17, 2014 ssued For:

NOV. 25, 2014: Per City of Portland Staff Review Comm JAN, 5, 2015; Per City of Portland Staff Review Comm

APR. 10, 2015: Amended Site Plan and Subdivision Plan SEPT. 10, 2015: Per Staff Review Comm

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is problibited, © 2015

UTILITIES PLAN

