

214A-A-3

09-79900024

68 Johnson Rd.

PK. lot development

Transport Leasing

on Spreadsheet

City of Portland  
Development Review Application  
Planning Division Transmittal form

**Application Number:** 09-79900024      **Application Date:** 1-21-10

**Project Name:** PARKING LOT DEVELOPMENT

**Address:** 68 Johnson Rd      **CBL:** 214A- A-003-001

**Project Description:** Johnson Road - 68; Parking Lot Development; Transport Leasing, Applicant.

**Zoning:** B4

**Other Reviews Required:**

**Review Type:** MINOR SITE PLAN

68 Johnson Road LLC.  
c/o Transport Leasing

Westbrook Me 04092  
Deluca Hoffman Assoc.  
778 Main Street, Suite 8

South Portland Me 04106

**Distribution List:**

<input checked="" type="checkbox"/> Planner	Barbara Barhydt	<input type="checkbox"/> City Arborist	Jeff Tarling
<input type="checkbox"/> Zoning Administrator	Marge Schmuckal	<input type="checkbox"/> Design Review	Alex Jaegerman
<input type="checkbox"/> Traffic	Tom Errico	<input type="checkbox"/> Corporation Counsel	Danielle West-Chuhta
<input type="checkbox"/> Inspections	Tammy Munson	<input type="checkbox"/> Sanitary Sewer	John Emerson
<input type="checkbox"/> Fire Department	Keith Gautreau	<input type="checkbox"/> Stormwater	Dan Goyette
<input type="checkbox"/> Parking	John Peverada	<input type="checkbox"/> Historic Preservation	Deb Andrews
<input type="checkbox"/> Engineering	David Margolis-Pineo	<input type="checkbox"/> Outside Agency	
<input type="checkbox"/> DRC Coordinator	Phil DiPierro		

**Preliminary Comments needed by:** ~~Wednesday, January 27<sup>th</sup>, 2010~~

**Final Comments needed by:**



DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION
- LANDSCAPE ARCHITECTURE

June 14, 2010

Erick Giles, AICP, LEED AP  
Planner  
City of Portland  
389 Congress Street  
Portland, Maine 04101-3509

**Subject: 68 Johnson Road Parking Lot Development  
Response to Final Site Plan – Administrative Review: Staff Review Comments**

Dear Mr. Giles:

We have reviewed the latest Comments emailed to us for the above listed project and offer the following responses to those items that warrant additional information:

**Final Site Plan – Administrative Review: Staff Review Comments**

**Comment 1:**

**1. Zoning Administrator Marge Schmuckal – May 18, 2010**

*This project was redistributed for review on May 12, 2010. On about March 17, 2010, permit #10-0161 was issued for a demolition of a single family dwelling. It has been completely demolished as of this date. The Planning Authority shall determine the applicability of the Replacement Housing Ordinance.*

- a. *The Property is located in a B-4 Zone. This project is proposing at this time a new parking lot for 48 parking spaces as an accessory use to the abutting property of Time Warner. It is important that the applicant show a lease from Time Warner. Parking lots are not an allowed principal use in the B-4 zone. It is important that the accessory component be verified.*
- b. *There also appears to be a future proposal for additional parking spaces. Unless the entire project is intended to be approved at this time under a phasing plan, the future parking spaces should be removed from the site plan.*
- c. *If the full project with the future spaces are intended to be reviewed at this time, then the site plan shall show the full adjoining lot since the cars are shown to spill over onto that lot. I would need to do a further review at that time.*
- d. *Based upon the impervious surface information that is given in the application the project is showing a 81.57% impervious surface ratio where 80% is the maximum allowed within the B-4 Zone. The applicant shall bring the project into compliance with the B-4 Zone requirements.*

Mr. Eric Giles  
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Response: We have included a copy of the DRAFT lease agreement with Time Warner Cable related to their use of the proposed parking lot. At this time TWC has not executed the lease agreement but the intent is to have them sign once the City has approved the site plan. The applicant would accept, as a condition of approval, the need to submit an executed lease agreement to the Portland Planning Authority prior to the release of a building permit for the parking lot. We note that Time Warner Cable is the applicant's primary lease tenant of the building at 90 Johnson Road and it is their objective to maintain adequate facilities for this valuable tenant.

It is the applicant's intent to have the future parking spaces approved at this time. The construction of these spaces will be dependant on the surrounding parking needs associated with the applicant's lease areas at 90 Johnson Road and 52 City Line Drive. We have included an overall site plan that depicts the applicant's adjacent properties with this response letter. The plan identifies the limits of existing and proposed parking in the area. We have reviewed the site plan and determined the area of impervious surface on the site to be approximately 29,480 SF. The lot size is 43,274 SF therefore the impervious surface area is approximately 68% coverage for the lot. The higher value referred to by Ms. Schmuckal included some offsite impervious area.

Comment 2:

2. Deputy City Engineer David Margolis-Pineo – May 19, 2010

*The Department of Public Services has the following comments.*

- a. *If it should be determined that the home to be demolished on this property is connected to a publicly owned sewer system, the applicant shall obtain a "Seal Drain Permit" from Carol Merritt, Department of Public Services. A Demolition Permit is also required from the Code Enforcement Department.*
- b. *It is recommended that the "Bee Hive" style casting be used on the catch basin to be replaced.*
- c. *The applicant is proposing to discharge drainage onto the property of Brooklawn Memorial Park. A drainage easement to do so should be shown on the plans. If a drainage easement does not exist, one should be obtained.*
- d. *The applicant is request to place property pin at all four property corners.*
- e. *With the construction of a stormwater Bio-Retention Cell, the applicant must submit a Stormwater Management Plan: This project meets the threshold for a minor site plan and therefore is subject to the requirements of Section V of the Technical and Design Standards. The applicant shall submit a post-construction stormwater management plan for the bio-retention cell and drainage system per Chapter 32, Article III of the City of Portland Code of Ordinances. Further, the owner/operator of these stormwater "Best Management Practices" shall comply with the annual inspections and reporting requirements under Chapter 32, Article III.*



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*Also the applicant asked to consider contacting Jeff Dennis of the Maine DEP [jeff.dennis@maine.gov](mailto:jeff.dennis@maine.gov) to further refine the specification for the proposed Bio-Retention Cell design to a Rain Garden and by planting additional plants to further aid in contaminant removal from the stormwater.*

**Response:** The applicant has already worked with the City's Fire Department for the demolition of the house and it has been demolished as part of the Fire Department's training. The house was served by a sewer connection to the City of South Portland Municipal system under an Intermunicipal Agreement. As part of the construction activities the applicant's contractor will obtain and complete a Seal Drain Permit from the City and perform the necessary procedures in accordance with the City's requirements. We have revised the site plan to include the use of a "Beehive" style grate that will help avoid clogging due to leaves etc. The applicant will contact the Brooklawn Cemetery regarding the drainage easement and we will provide evidence of any applicable easement/agreements if available. The existing system has been in place for a very long period and we are proposing no major impact to the functions of the existing collection and conveyance measures. As a result of the proposed stormwater treatment measures, we have found that the peak flow to the existing pipe will be decreased by 1.21 cfs for the 25 year storm event.

The applicant will retain Owen Haskell Inc. to place the necessary property pins as requested. This work will be performed after construction is completed.

A Stormwater Management Plan has been prepared and accompanies this letter submission. The proposed underdrained soil filter field will have a vegetated surface consisting of creeping red fescue, tall fescue and Birdsfoot trefoil as we understand this is the currently accepted DEP cover material for these types of filters. The filter must function as an underdrained filter since it may periodically have more than 6" and up to 18" of water in it during rainfall events.

Comment 3:

3. Traffic Engineer Tom Errico – May 21, 2010

*I have reviewed the January 19, 2010 submittal prepared by DeLuca-Hoffman Associates, Inc. and offer the following comments:*

- a. *The applicant should provide information on the need for the parking spaces, specifically where will the vehicles be relocated from.*
- b. *In my professional opinion, a vehicle connection between the parking lot and the adjacent Time Warner site would allow for on-site circulation and also would allow vehicles from the proposed parking lot to access City Line Drive and thus gain access to the traffic signal at Johnson Road and Jetport Drive. The applicant should consider this connection.*
- c. *Sight distance measurements should be provided.*

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- d. *The applicant should provide an explanation on the provision of two one-way drives versus one two-way drive for access and egress movements. I would prefer to have one 24-foot driveway accessing the lot.*
- e. *Adjacent to the proposed entry driveway there is an existing curb cut that is not operational. What is the intent of this existing curb cut, and how would it be complicated, from an access management perspective, if the proposed parking lot is constructed.*

Response: The proposed parking lot is intended to serve the applicant's tenant, Time Warner Cable, who leases space at 90 Johnson Road. Time Warner is continuing to increase their operations at this location and they are seeking to have additional parking capacity as they move forward. The proposed parking area does not necessarily result in the relocation of any parking from the nearby business campus. In their agreement with Time Warner Cable, the applicant has agreed to provide only pedestrian sidewalk access between the new parking lot and the facility at 90 Johnson Road. The future parking lot plan does include a future vehicular connection between the 68 Johnson Road property and the 52 City Line Drive property, such that if/when the parking lot is expanded, then parking lot users will have the opportunity to access City Line Drive and ultimately the traffic signal at the Jetport Access Road and Johnson Road.

We have completed site distance measurements at the proposed exit lane onto Johnson Road and find that the site distance in each direction exceeds 500 feet. Exiting vehicles basically have clear sight lines to the signalized intersections on Johnson Road to either side of the site.

The applicant's intention on providing one way circulation is simply based on maintaining the two existing curb openings on Johnson Road. The one way patterns avoid the need to rework the existing curb openings and sidewalk in front of the site.

We are uncertain of the origin of the existing Curb cut on Johnson Road for the 90 Johnson Road property. This curb opening is not currently functioning and there is no intention to use it for access to the site given the availability of access into the site from City Line Drive. We believe that the site plan approval for the 90 Johnson Road site may have precluded use of this curb opening that was likely constructed when Johnson Road was rebuilt by the City of Portland/MDOT. There are currently no intentions to use this curb opening since the 90 Johnson Road site has ample access from City Line Drive and ultimately the signal at the Jetport Access Road and Johnson Road.

Comment 4:

1. *The Planning Authority may request additional information during the continued review of the proposal according to applicable laws, ordinances and regulations.*

Response: We look forward to the City's continued review of this application and an approval.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

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DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, PE  
Senior Engineer

SRB/plw/JN2885.02/Giles-6-14-10

Enclosures – Lease Agreement  
Overall property Plan  
Stormwater Management Plan

**STORMWATER MANAGEMENT SYSTEM  
INSPECTION AND MAINTENANCE MANUAL FOR  
STORMWATER MANAGEMENT AND RELATED STORMWATER  
FACILITIES**

**68 JOHNSON ROAD  
PORTLAND, MAINE**

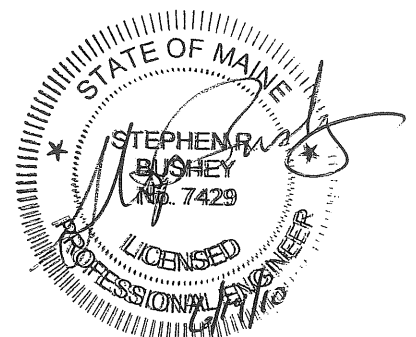
**Prepared for**

**68 JOHNSON ROAD LLC  
WESTBROOK, Maine 04092**

**Prepared by**

**DeLuca-Hoffman Associates, Inc.  
778 Main Street, Suite 8  
South Portland, Maine 04106  
(207) 775-1121**

**JUNE 2010**



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## APPENDICES

- Appendix A Stormwater Management Systems Inspection & Maintenance Program
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I. **Introduction**

Stormwater management facilities are commonly installed in development projects such as the proposed parking lot at 68 Johnson Road in Portland, Maine. The complexity and goals of these systems vary with the nature of the receiving water, as well as the type of development. Runoff from developed areas including paved or lawn areas contains a number of contaminants. This runoff can contain a significant amount of non-point contaminants, which can have an adverse impact on the receiving waters. Source control and the installation of conveyance systems and filtration measures and mechanical measures, many times combined with pretreatment measures including vegetated buffer strips and other measures, can significantly reduce the non-point pollutant discharge from the developed area. These measures are particularly important to projects in sensitive water bodies.

The effectiveness of water quality management provisions and other components of the stormwater management system is dependent on their design, upkeep, and maintenance to assure they meet their intended function over an extended period of years. It is critical that the stormwater management facilities are inspected regularly, and that maintenance is performed on an as-needed basis. It must also be recognized that the effectiveness of these facilities, and their maintenance requirements, are related to the stormwater drainage facilities that collect and transport the flow to the treatment measures. Thus, maintenance should be directed to the total system. The City of Portland Stormwater regulations now require an annual inspection report.

The purpose of this document is to define in detail the inspection and maintenance requirements deemed necessary to assure that the stormwater management facilities function as intended on a long-term basis. Subsequent sections identify individual maintenance items, give a brief commentary on the function of and need for the item, a description of the work required, and a suggested frequency of accomplishment. While the suggested programs and schedules must be adapted to specific projects, the material presented should provide guidance for a successful long-term program.

**Guidelines Layout**

A summary of the individual components of the proposed stormwater management facilities has been prepared. The format used in the summary is as follows:

**Preface:** A general description of what function/benefit the element is intended to provide. This is a short summary and not intended to provide the design basis, which can be found in other sources.

**Inspection:** This section provides the inspection requirements for the individual component.

**Maintenance:** The section provides general information on the routine maintenance requirements of this element.

**Frequency:** This section outlines the best judgment of the designer of the system as to the frequency of maintenance.



Outcomes: Stormwater facilities maintenance is performed to meet desired outcomes. Desired maintenance outcomes are specified for each drainage feature or activity. They include maintaining performance and appearance of the facility, and the need to prevent maintenance work itself from becoming a pollutant source or damaging habitat.

The Water Quality Outcomes are:

- O1 Avoid or minimize sediment and pollutant discharges from the work area
- O2 Prevent parking areas, roads, drainage systems, facilities and property from becoming pollutant sources
- O3 Avoid or minimize vegetation removal
- O4 Preserve native plants

The Infrastructure Maintenance Outcomes are:

- O5 Protect public safety and health
- O6 Prevent catastrophic infrastructure failures
- O7 Maintain or restore the intended infrastructure function
- O8 Prevent or reduce flooding
- O9 Protect infrastructure
- O10 Meet public expectations for aesthetics

Comments: This section provides any particular comment on the site-specific features of this element. This is a summary only. The owner/operator should review the design drawings and documents carefully to understand the particular elements of the project. The end of this section should allow for the owner/operator to make notes on the specific program. This may include the selected maintenance procedure, cross-references to applicable design drawings, etc.

A list of the individual inspection/maintenance elements applicable to the 68 Johnson Road site is provided in the table of contents.

#### Special Facilities Maintenance Requirements

This manual provides a set of minimum standards and practices for maintaining stormwater facilities. Manufactured stormwater facilities such as proprietary water quality treatment/detention units often have maintenance requirements and manuals specified or written by the manufacturer.

#### Manufacturer or Designer's Maintenance Manuals

Where the manufacturer's manuals or plans provide an equal or greater level of maintenance and water quality protection, they shall be followed by the owner. These individual maintenance plans, specifications, or manuals must be approved by the reviewing agencies.

## II. Project Overview

Key permits or approvals issued (or applied for) on the project include:

- City of Portland Site Plan Review and Approval

The Site Plan Approval permit application pending for the project contain the design information for the stormwater systems.

A copy of this permit should be appended to this manual as Appendix C. The owner/operator of the stormwater management systems should review this permit for a general description and background of the project, as well as any specific permit conditions or requirements of the project.

DeLuca-Hoffman Associates, Inc. been retained as a subconsultant by 68 Johnson Road LLC to prepare the design for the stormwater management facilities and may be contacted at:

DeLuca-Hoffman Associates, Inc.  
778 Main Street, Suite 8  
South Portland, Maine 04106  
(207) 775-1121

It is recommended that the preparer of the plan be contacted with any particular questions on the design intent or similar issues.

The applicable plans/design documents which apply to the project are:

1. Civil/Site Development Plans: Permit Set prepared by DeLuca-Hoffman Associates, Inc.
2. The Erosion & Sedimentation Control plan for the project.
3. The Stormwater Management plan for the project.

A copy of this document should be retained with the manual.

The manual is intended for general guidance. However, any substituted deviations from the manual should be reviewed with respect to provisions of Appendix A.

Generally, runoff flows across the site are conveyed by mostly an open conveyance system consisting of grassed surface draining to an existing catch basin. After construction, the site will contain an underdrained soil filter and bio-retention cell that will collect runoff from the site and discharge flow to a new catch basin that will replace the existing structure. The site is ultimately tributary to an unnamed stream that flows to the Stroudwater River. Best Management Practices (BMPs) are warranted for the project. We note that the Stroudwater River is not on the MeDEP Non-Attainment List for Rivers and Streams.

### III. Standard Inspection/Maintenance Descriptions

#### A. Tributary Drainage System

Preface: Stormwater from portions of the site will be directed to conveyance systems which transport the flow to the filtration basins and then to the nearby drainage system. These conveyance systems consist of open grassed surfaces and a piped drain system, or a combination of the two. Maintenance of this system can play a major role in the long-term maintenance costs and the effectiveness of the stormwater system.

Inspection: The tributary drainage system should be periodically inspected to assure that it is operating as intended, and that its carrying capacity has not been diminished by accumulations of debris and sediment or other hydraulic impediments. On piped systems the inlets must be inspected to ensure the rims are set at the proper elevation to optimize flow entry and are not clogged with leaves or other debris. The inlet basins are normally equipped with sumps which will remove large sediment particles from the flow stream.

The level of sediment in the sumps should be checked to assure their effectiveness. Pipelines connecting the inlets should be checked to determine if siltation is occurring. This will be most critical on drain lines laid at minimal slopes. This can usually be accomplished by a light and mirror procedure.

In some projects most of the stormwater is carried in open swales, channels or ditches. These conveyance channels may be rip rapped or vegetated, depending on the gradient and expected flow velocities. These facilities must be inspected to ensure debris or sedimentation does not reduce their carrying capacity. Excess vegetative growth must also be noted. The surface protection for the channels, either stone or vegetation, must be inspected to ensure its integrity. Any areas subject to erosion should be noted.

Maintenance: Maintenance of the storm drainage system must assure that it continues to serve its design function on a long-term basis, and that its operation does not transport excessive sedimentation to any downstream detention pond, or the receiving waters. Elevations on the rim of catch basins should be adjusted as needed to assure optimal water entry. Depending on the frost susceptibility of the soil, the rims may become elevated over time, causing flow to circumvent the inlet. When the sump in an inlet reaches two thirds of its volume, the sediment should be removed. This will typically be every 1 to 3 years, depending on the tributary drainage area and the amount of sand utilized for winter ice control. Catch basin cleaning would normally be accomplished with vacuum trucks under contract. The removed material must be disposed of at an approved site for such materials.

If sediment in the pipeline exceeds 20% of the diameter of the pipe, it should be removed. This may be accomplished by hydraulic flushing, or by mechanical means. If hydraulic flushing is used, the downstream conditions should be analyzed. In general, a sump or sediment trap should be used where it can be

flushed into the detention pond, since it will reduce pond volume and hasten the time when it must be cleaned.

Vegetated ditches or swales should be mowed at least monthly during the growing season. Larger brush or trees must not be allowed to become established in the channel. Any vegetation cut in the ditch area should be removed from the site. Any areas where the vegetation fails will be subject to erosion and should be repaired and revegetated. Any riprap that becomes displaced should be replaced and chinked to assure its stability.

Frequency: The piped drainage system should be inspected on an annual basis. Adjustment of inlet rim elevations should be on an as-needed basis. Cleaning catch basin sumps and pipelines will depend on the rate of accumulation. Typically, catch basin sumps should be cleaned on a 1-to-3 year cycle. Pipeline cleaning schedules will be more variable. Open, vegetated swales should be mowed at least monthly during the growing season. Debris should be removed as required to maintain hydraulic capacity.

Maintenance/Inspection Responsibility:

Maintenance Personnel: 68 JOHNSON ROAD LLC personnel or hired subcontractors will perform the scheduled maintenance/inspection.

Special Services: The owner may elect to contract with an independent agent for cleaning of catch basins, sumps and pipelines. Remedial source control measures may be performed by the owner or an outside service, depending upon the nature of the particular situation.

Comments: Maintenance of inlets is critical on this project.

## **B. Vegetated Swales**

Preface: Vegetated swales are often used to convey stormwater. Swales can be intended to be:

1. Mowed and maintained
2. Reverted to wetlands
3. Naturalized

Inspection: Swales should be inspected for erosion and sedimentation.

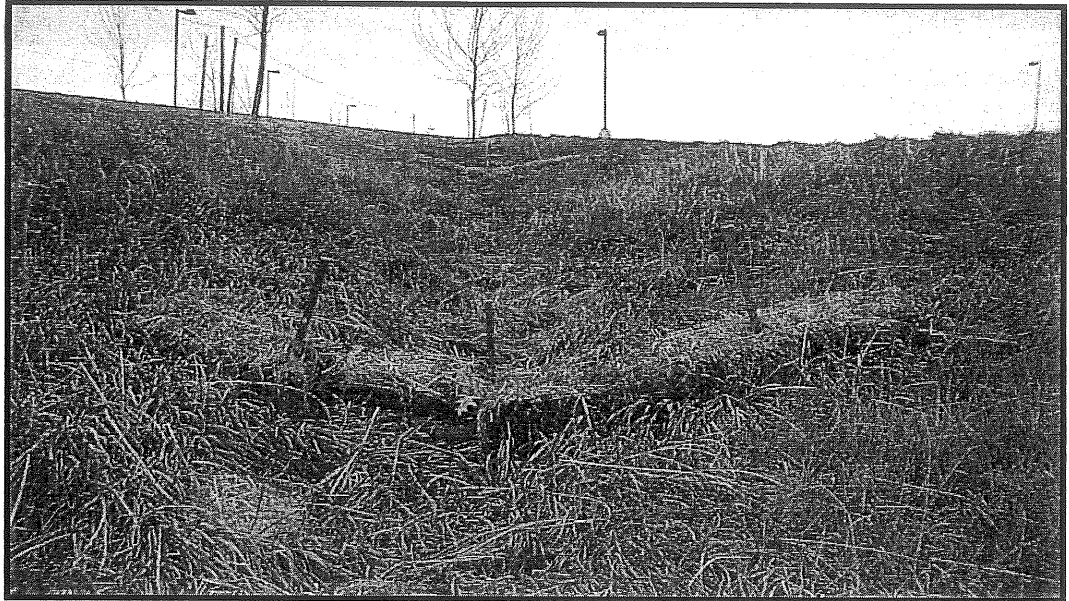
Maintenance: Eroded or silted channels need to be repaired when discovered. If erosion is a problem, the swale design should be examined. Likewise, if siltation is a continued problem, the upgradient conditions should be assessed.

Frequency: It is recommended vegetated swales be inspected quarterly until vegetation is established and a year after installation. Thereafter, if no problems have been noticed, the frequency can be increased to one year.

Design Guidelines: The vegetated swale should consider channel cover at the time of concentration as well as several years after construction.

Design computations should state the assumed channel of vegetation and provide the basis for the Manning's or other roughness coefficient and for design.

Applicability: The project site has a vegetated swale, as well as open channel systems. Drainage/maintenance rights should be secured over major watercourses.



**VEGETATED SWALE WITH HAY BALE CHECK DAM TO REDUCE VELOCITIES UNDER CONSTRUCTION**



**A WELL STABILIZED VEGETATED SWALE SHOWS LITTLE SIGN OF EROSION VELOCITIES OR FLOWS. THIS SWALE ALSO FUNCTIONS AS A POND SPILLWAY**

### C. Low Impact Development (LID) (Underdrained Soil Filter Fields)

Preface: Low Impact Development (LID) constructed BMPs will be constructed to provide treatment of runoff flows from smaller storm events generated from portions of impervious surfaces as well as grassed surfaces within the proposed development site.

The purpose of the LID areas will be to capture and provide treatment through filtration for runoff flows from smaller storm events. Historic rainfall events will flood the filter and flow through the overflow. After a hard rain, the filtration basin will be surcharged and take 24 to 36 hours to drain. The LID areas mimic natural conditions for treatment of stormwater runoff. The LID area will consist of an underdrained filter media bed with underdrain system.

For storm events creating peak runoff rates exceeding the storage capacity of the filtration basin, the excess runoff simply overflows into stabilized vegetated swales that will convey runoff away from the site. The filtration basins have been oversized and will also provide stormwater quantity control such that postdevelopment peak discharge will be below existing conditions.

Inspection/Monitoring: The general growth and well being of the vegetation associated with the filtration basins should be monitored. A photographic record of growth may be useful. The evidence of failure or restricted performance would be stressed vegetation and extended drawdown periods for the filter. The filtration basins should be inspected formally twice a year. Formal inspection should include checking the underdrain outfall, inspecting the ground surface near the pipe or inlets to the filter to check for evidence of sediment, and inspection of the bottom areas for matting and unwanted vegetative litter.

Maintenance: Maintenance will include annual sediment and debris removal, mulch replacement and trimming and weeding as necessary. **The vegetation on the surface of the filter bed should be maintained as a high stand of non-woody vegetation (similar to meadow or hayfield). To achieve and maintain this condition, the vegetation in the bed should be mowed no more than twice per year to a vegetation height no less than six inches. Mowing of the filter field should be done using push mowers/cutters or hand-held trimmers that will not compact the surface of the filter bed.** Judgment must be used to determine a proper balance between desirable growth levels and excessive growth. This will be gained by experience. If excessive growth is observed it should be cut back and removed on an annual basis. The mulch and surface of the filter is slow, the filter media and plants may need to be replaced. Aeration is recommended as a first step but if this is unsuccessful the filter may need to be reconstructed.

Removal of excessive growth should be accomplished in the late fall or early winter. The material can sometimes be composted, particularly if the municipality operates such a facility.



Frequency: Inspect and document vegetation growth and sediment accumulation annually in late summer or early fall at the end of the growing season.

Removal of Cutting: Cuttings of undesirable excessive vegetation should be removed and composted or otherwise disposed of.

Comments: The Owner desires to encourage filtration of runoff flows. Removal and/or cutting of vegetation shall be limited to the circumstances above and shall be done solely to maintain proper function of the overall stormwater management system. Long-term maintenance of the systems may involve the removal and replacement of the filter media. This determination will be based on the filter media's ability to hold and treat runoff for a 24-to-48-hour period.

#### **D. Pavement Sweeping**

Preface: Pavement sweeping is performed to remove sand and litter from access drives, parking lots, and curb gutters. Pavement sweeping also reduces dust during dry weather. Pavement sweeping is also a storm sewer maintenance practice because it limits sediment washed into stormwater facilities. Water quality practices for pavement sweeping focus on sediment disposal. Reducing the amount of sediment washed into nearby soils filters and other facilities can save money because sweeping is generally cheaper than removing sediment from facilities. Pavement sweeping also helps protect facilities from clogging with sediment. These activities shall also include the clean up and removal of trash and sediments within any snow storage areas. Snow piles typically will become a depository of debris and parking lot sanding sediments. These areas must be cleaned and seasonally maintained.

Maintenance: Sweep the site if it will help keep sediment from storm sewers or water bodies. Sweeping is especially useful for cleaning up work areas. Snow storage areas shall be maintained for landscaping coverage and repaired as necessary.

Disposal of waste from maintenance of drainage facilities shall be conducted in accordance with federal, state, and local regulations.

Sweepings should be disposed of as solid waste or under a program permitted by the City of Portland.

Frequency: Sweeping and snow storage area cleaning and maintenance should occur every spring and when necessary as dust or sediments build up on the site due to construction activity or seasonal sanding activity. Multiple spring sweeping activities may be required to avoid loss of sediments to the soils filters.

Maintenance/Inspection Responsibility: Inspection personnel retained by the Owner.

Comments: N/A

Outcomes:

O1	Avoid and/or minimize sediment and pollutant discharges from the work area during construction activities
O2	Prevent parking areas, roads, drainage systems, permanent stabilization measures, facilities and property from becoming pollutant sources both during construction activities and over an extended period of time
O5	Protect public safety and health
O10	Meet public expectations for aesthetics

**E. Summary Checklist**

The above described inspection and maintenance items have been summarized on a checklist attached hereto as Appendix A.

**IV. Program Administration**

**A. General**

A reliable administrative structure must be established by 68 JOHNSON ROAD LLC to assure implementation of the maintenance programs described in the foregoing section. Key factors that must be considered in establishing a responsive administrative structure include:

1. 68 JOHNSON ROAD LLC must be responsible for long-term operation and maintenance of the facilities.
2. 68 JOHNSON ROAD LLC must have the financial resources to accomplish the inspection and maintenance program over the life of the facility.
3. 68 JOHNSON ROAD LLC must have a responsible administrator to manage the inspection and maintenance programs.
4. 68 JOHNSON ROAD LLC must have the staff to accomplish the inspection and maintenance programs, or must have authority to contract for the required services.
5. 68 JOHNSON ROAD LLC must have a management information system sufficient to file, retain, and retrieve all inspection and maintenance records associated with the inspection and maintenance programs.

If any of the above criteria cannot be met by the entity assigned inspection and maintenance responsibilities, it is likely that the system will fail to meet its water quality objectives at some point during its life. While each of the above criteria may be met by a variety of formats, it is critical to clearly establish the assigned administrative body in a responsible and sustainable manner.

**B. Record Keeping**

Records of all inspections and maintenance work accomplished must be kept and maintained to document facility operations. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by appropriate regulatory bodies. 68 Johnson Road LLC shall, on or by June 30 of each year, provide a completed and signed certification to DPS in a form provided by DPS, certifying that they have inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, including the record of the deficiency and corrective action(s) taken. Typical inspection and maintenance record forms are attached hereto as Appendix B.

**C. Contract Services**

68 Johnson Road LLC personnel or hired subcontractors will perform the scheduled maintenance/inspection programs as outlined in this document. Hired subcontractors should perform work to be accomplished on a contractual basis and be a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be a formal, well written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

Undoubtedly, each administrative body will prepare the actual service contract and procurement procedures to fit the needs for the project.

## **APPENDIX A**

### **Stormwater Management Systems Inspection & Maintenance Program**

**Stormwater Management System  
Maintenance Program  
Summary Checklist**

Item	Commentary	Frequency			
		Monthly	Semi-Annual	Annual	Long-Term
Tributary Drainage System	Open swales/ditches, piped drain system or combined. Check for accumulation of debris/sediment or excess vegetation. Remove sediment when it exceeds 20% of pipe diameter.	X Mow swales in summer		X Drainage system	X 1 to 3 years catch basin sumps
Vegetated Swales	Eroded or silted channels need to be repaired when discovered. If erosion is a problem, the swale design should be examined. Likewise, if siltation is a continuing problem, the upgradient conditions should be assessed.	Quarterly until established		At 1 year; annually	
Low Impact Development (LID)	Maintenance to include annual sediment and debris removal, mulch replacement and trimming and weeding as necessary. Judgment must be used to determine a proper balance between desirable growth levels and excessive growth.			X	
Pavement Sweeping	Sweep the site if it will help keep sediment from storm sewers or water bodies. Sweeping is especially useful for cleaning up work areas. Snow storage areas shall be maintained for landscaping coverage and repaired as necessary.			X Spring	

## **APPENDIX B**

### **Sample Inspection Logs**



68 Johnson Road – Portland, Maine

STORMWATER MANAGEMENT SYSTEM  
ANNUAL INSPECTION & MAINTENANCE LOG

FACILITY:		YEAR:	
LOCATION:		CONTRACTOR:	
FUNCTION:		INSPECTOR:	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	DESCRIPTION OF CONDITIONS	MAINTENANCE ACCOMPLISHED	DATE OF MAINTENANCE
VEGETATION			
BERMS			
EMERGENCY OVERFLOW			
SUBSURFACE STORMWATER MANAGEMENT SYSTEM			
GENERAL COMMENTS:			

68 Johnson Road – Portland, Maine

STORMWATER MANAGEMENT  
 RETENTION/DETENTION POND  
 & SUBSURFACE STORMWATER MANAGEMENT SYSTEM  
 MONTHLY INSPECTION & MAINTENANCE LOG

FACILITY:		YEAR:					
LOCATION:		CONTRACTOR:					
FUNCTION:							
MONTH	DAY	INSPECTOR	WATER DEPTH	OVERFLOW WEIR		WEIR CONDITION	
				CLEAR	DEBRIS		
JANUARY							
FEBRUARY							
MARCH							
APRIL							
MAY							
JUNE							
JULY							
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
LIST SPECIAL MAINTENANCE UNDERTAKEN:							

68 Johnson Road – Portland, Maine

STORMWATER MANAGEMENT  
RETENTION/DETENTION POND  
& SUBSURFACE STORMWATER MANAGEMENT SYSTEM  
SEMI-ANNUAL INSPECTION & MAINTENANCE LOG

<b>SEMI-ANNUAL INSPECT 1.2</b>		FACILITY:	
DATE:		LOCATION:	
INSPECTOR:		FUNCTION:	
WEIR CONDITION:			
OUTLET CONDITION			

FORE BAY SUMP/Isolator Row	EST. DEPTH SED.	REMOVED? Y/N	EST. VOL. CY	WHERE DISPOSED OF	STRUCTURAL CONDITION

CONTROL STRUCTURE:
DESCRIBE CONDITIONS FOUND & MAINTENANCE ACCOMPLISHED:

## **APPENDIX C**

### **Permits for Project**

**To be added at a subsequent time**

## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated and effective as of the     day of     , 2010, by and between **68 JOHNSON ROAD, LLC**, a Maine limited liability company (hereinafter referred to as "Landlord"), whose mailing address is 35 Bradley Drive, Stop 2, Westbrook, Maine, 04092 and **TIME WARNER ENTERTAINMENT COMPANY, L.P.**, a Delaware limited partnership (hereinafter referred to as "Tenant"), whose mailing address is P.O. Box 8180, Portland, Maine.

**1. LEASED PREMISES.** Landlord leases and lets to Tenant and Tenant hereby takes and hires from Landlord, for the term stated and subject to the terms and conditions set forth in this Lease, a portion of the property located at 68 Johnson Road, Portland, Maine (the "Property") being approximately \_\_\_\_\_ square feet, together with the improvements thereon, as further shown on **Exhibit A** attached hereto and incorporated herein (the "Leased Premises" or the "Premises"), reserving to Landlord, its tenants and their agents, licensees and customers, the right to cross over the travelled ways located on the Premises from time to time on foot and with vehicles to access other land of Landlord and other land of Transport Leasing Corp., a Maine corporation, and to access public roads.

### 2. TERM AND COMMENCEMENT DATE

(a.) The term hereby granted shall be for a period of approximately fifteen (15) years, commencing on the "Rent Commencement Date" (defined below) and ending on December 31, 2025 the last day of the fifth Lease Year (the "Term").

(b.) For purposes hereof, the term "Lease Year" shall mean a period of twelve (12) consecutive calendar months, commencing on the first day of the first full calendar month of the term and ending on the last day of the twelfth consecutive calendar month; provided that the first Lease Year shall include the Partial Month. The term "Partial Month" as used herein shall mean the period from the Lease Commencement Date to the beginning of the first full calendar month of the term if such Lease Commencement Date is on a day other than the first day of a calendar month.

### 3. RENT

(a) Tenant covenants and agrees to pay to Landlord without offset or deduction, and without notice, "Base Rent" starting on the "Rent Commencement Date" (defined below) as follows:

Period	Annual Rent	Monthly Rent
2010 - December 31, 2012	\$     ██████████	\$     ██████████
January 1, 2013 - December 31, 2015	\$     ██████████	\$     ██████████
January 1, 2016 - December 31, 2018	\$     ██████████	\$     ██████████

January 1, 2019 - December 31, 2021	\$ [REDACTED]	\$ [REDACTED]
January 1, 2022 - December 31, 2024	\$ [REDACTED]	\$ [REDACTED]
January 1, 2025 - December 31 2025	\$ [REDACTED]	\$ [REDACTED]

Base Rent shall be payable in advance on the first day of each month during the term of this Lease. Rent shall be payable at the office of the Landlord at 35 Bradley Drive, Stop 2, Westbrook, ME 04092 or at such other place of which Landlord shall have given Tenant written notice at least ten (10) days in advance. Base Rent to be NET to Landlord.

(b) The "Rent Commencement Date" shall be the date that the parking lot to be constructed on the Premises is complete and made available for Tenant for use in parking cars. If the Rent Commencement Date is other than the first day of a month, Tenant shall pay to Landlord a prorated portion of Base Rent for that initial partial month and then begin paying full monthly Base Rent on the first day of the first full month following the Rent Commencement Date. Because the Rent Commencement Date will be during, but not at the beginning, of 2010, the full annual rent of [REDACTED] will not be due for 2010.

(c) Tenant covenants and agrees to pay to Landlord as "Additional Rent", without offset or deduction, all real estate taxes with respect to the Premises, including the land and all improvements thereon. Within 10 days of receipt of a copy of the tax bill for the Premises (including improvements) from Landlord, Tenant shall make such payment to Landlord at the address set forth in paragraph (a) above, reserving the right of Landlord to change the same. The Premises is not a distinct tax parcel, such that the bill from Landlord shall include an appropriate allocation of the taxes between the Premises and the remaining land of Landlord, including an appropriate allocation of the taxes attributable to improvements.

**4. ADDITIONAL PARKING** If Landlord constructs additional parking spaces on the Property but outside of the Premises, Landlord reserves the right, upon written notice to Tenant, to take over responsibility for maintenance, plowing and landscaping on the Premises. If Landlord takes over maintenance of the Premises, Tenant shall be responsible for its pro-rata share of the cost of such maintenance, to be determined by the relative number of parking spaces on the Premises and the number of parking spaces on the remainder of the Property outside of the Premises.

**5. CONFIDENTIALITY** Landlord agrees that the terms and conditions of this Lease shall remain confidential and shall not be disclosed, directly or indirectly, to any individual or entity without the express written consent of Tenant, with the exception of (i) affiliates, consultants, employees, agents, lawyers, accountants, lenders and other professionals employed or otherwise retained by Landlord with respect to this Lease or the Premises who have a legitimate business need to know about such Lease terms, and (ii) such disclosures as may be required to comply with applicable legal requirements, including, without limitation, applications for permits for any improvements or modifications to the Premises or as otherwise required by a court of law. Landlord shall not issue any press releases or other public announcements regarding this Lease or using the name of Tenant, Time Warner Cable, or any affiliate thereof as part of public materials or announcements without the express written consent of Tenant.



## 6. PERMITTED USE

(a) The Premises shall be used only for the parking of cars and trucks weighing less than 10,000 pounds. The storage of materials or equipment on the Premises is prohibited.

(b) Tenant covenants and agrees that it shall promptly comply and cause the Leased Premises and Tenant's operations on the Leased Premises to comply with all laws, ordinances, rules and regulations of governmental authorities (including but not limited to zoning ordinances, building codes, environmental and land use regulations, and laws relating to accessibility for persons with disabilities) now in force or which may hereafter be in force affecting the condition, use or occupancy of the Leased Premises by reasons of Tenant's business or for any other reason (or Tenant's use of the premises), and shall take any and all actions, including but not limited to the making of any repairs, alterations or improvements to the Leased Premises, in accordance with Section 7 hereof, (whether structural or non-structural) whether foreseen or unforeseen, that are necessitated by any such laws, ordinances, rules and regulations as applicable to Tenant or Tenant's occupancy or use of the Leased Premises.

(c) In addition to and not in limitation of the other provisions of this Lease, Tenant covenants that it will not introduce or permit to be introduced or located on the Property any Hazardous Materials, as hereafter described and that Tenant covenants that will not violate any Environmental Laws as hereafter described in connection with Tenant's use, maintenance or operation of the Leased Premises and Tenant shall, and hereby does totally and completely defend, save, and hold harmless Landlord, its employees, agents, officers, trustees, and directors, shareholders, partners, successors and assigns (the "Indemnified Landlord Parties") from and against, and shall promptly pay to or reimburse the Indemnified Landlord Parties for, all claims, demands, actions, losses, penalties, costs, expenses and damages, including all attorneys fees and court costs, investigation and laboratory fees, clean-up and removal costs incurred by or asserted against the Indemnified Landlord Parties by reason of the inaccuracy or breach of the covenant contained in this subparagraph. Upon termination of this Lease, Tenant covenants and agrees to remove from the Property any and all Hazardous Materials introduced by it in violation of this Lease at its sole expense. Tenant acknowledges and agrees that the expiration or sooner termination of this Lease shall not relieve or release Tenant of any legal liability and responsibility whether by way of damages, penalties, remedial actions or otherwise for unlawful discharges of Hazardous Materials. As used herein, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, petroleum or petroleum products, hazardous matter, hazardous or toxic substances, or toxic pollutants, oil or waste oil as any of those terms are used or defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 2802, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§6901, et seq.), applicable Maine statutes or any similar federal, state or local law, or in the regulations adopted and publications promulgated pursuant thereto, including all amendments to such laws and regulations and all supplements or successors thereto (such Acts, statutes, laws and regulations together with the Acts, statutes, laws and regulations referred to hereinafter in this subparagraph being sometimes referred to herein as "Environmental Laws"), or any other pollutants, contaminants, substances or materials that may constitute a hazard, peril or threat to the health of persons, animals, plant life or the environment; excepting, however, "Hazardous Materials" shall not for the purposes hereof

include any materials or substances in amounts or concentrations insufficient to require any remedial action under any applicable law, order, rule or regulation of the federal, state or local governments. Tenant's obligations under this Section 6 shall survive the expiration or earlier termination of this Lease.

(d) Landlord agrees to indemnify and hold Tenant harmless for any hazardous Materials located on the Premises in violation of Environmental Laws (i) to the extent that it is determined that such Hazardous Materials existed on the Premises as of the date of this Lease or (ii) to the extent that such Hazardous Materials were introduced on placed on the Premises by Landlord. The indemnification obligation shall survive the expiration or earlier termination of the Lease Agreement.

## 7. MAINTENANCE AND REPAIRS

(a) Subject to the provisions of Section 4, Tenant shall, at Tenant's sole cost and expense, keep, repair and maintain the Premises, (including any improvements thereon) in good order, repair and condition, and reasonable wear and tear only excepted. Tenant's maintenance obligation shall include removing ice and snow from the paved areas of the Premises to allow Landlord and others cross over such paved areas in accordance with the reservation set forth in Article I of this Lease. Tenant may not make alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall be responsible for periodic re-striping of the parking lot and for maintaining any landscaping within the Premises.

(b) If Tenant fails to maintain the Leased Premises as herein provided, Landlord may, at its option, enter the Premises without notice during normal business hours (excepting emergencies) and perform such obligations on Tenant's behalf and the cost thereof shall be due and payable as additional rent with Tenant's next installation of fixed rent.

(c) Landlord shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas, and Tenant agrees to abide by and conform to such rules and regulations provided the same do not materially and adversely restrict or interfere with the stated use of the Leased Premises or the carrying on of its business in the normal course.

## 8. INSURANCE

(a) During the term hereof and any extension thereof, Tenant shall provide and maintain commercial liability insurance insuring Landlord and Tenant against all bodily injury or property damage occurring on the Leased Premises with limits of [REDACTED] in respect to any one occurrence and [REDACTED] aggregate with such deductibles as Tenant may customarily carry in the conduct of its business and approved by Landlord. Such policies (i) shall name as the insureds thereunder, as their interests may appear, Landlord and Tenant and, at Landlord's request, any mortgagee of Landlord's interest in the Premises (and supply such mortgagee with a Maine Standard Mortgagee Endorsement, if so requested); and (ii) shall, by its terms, be considered primary and non-contributory with respect to any other insurance carried by Landlord or its successors and assigns; and (iii) shall by its terms be cancelable or altered only on at least 30 days prior written notice to Landlord (and at Landlord's request any mortgagee of Landlord); and (iv) shall be

issued by an insurer reasonably acceptable to Landlord. Tenant will provide to Landlord, no later than the Lease Commencement Date, with a Certificate of Insurance showing Landlord as additional insured in accordance with the terms hereof. The Certificate shall provide for a thirty (30) day written notice to Landlord in the event of cancellation or material change of coverage.

(b) At all times during the term of this Lease, Tenant shall maintain workmen's compensation insurance at the statutorily mandated limits.

(c) Throughout the Term Landlord shall maintain (i) general liability insurance in amounts not less than [REDACTED], and (ii) workers compensation insurance with coverage sufficient to meet the requirements of the laws of the State of Maine. In each case, the insurance shall be issued by an insurer qualified to do business in Maine and Landlord shall, upon written request of Tenant, provide Tenant with certificates evidencing such insurance.

**9. LEED IMPROVEMENTS** During the Term, Tenant shall have the right, at Tenant's option and at Tenant's cost and expense, provided the Landlord grants approval to such action under the terms and conditions otherwise provided in this Lease, (a) to pursue certification of the Premises, or any portion of the Premises and/or of any aspect of Tenant's use and occupancy of the Premises, including, without limitation, any improvements or alterations in or on the Premises, under the Leadership in Energy and Environmental Design (LEED) program of the United States Green Building Council, or under any other reporting, evaluation and/or certification program relating to the environmental quality and condition of the Premises and/or of Tenant's use and occupancy thereof, and (b) to take other actions intended by Tenant to enhance the environmental quality and condition of the Premises or of Tenant's use and occupancy thereof. Upon request, Landlord shall provide reasonable cooperation, accommodation and assistance to Tenant in connection with Tenant's exercise of its rights and options hereunder, provided that Landlord approved of such action and shall not be required to incur any out-of-pocket cost or expense hereunder. Tenant shall be entitled to receive the benefit of any and all tax and/or utility credits and/or other incentives resulting from the exercise by Tenant of its right and options hereunder; if Landlord receives any such credits and/or incentives, Landlord shall pass the benefit of the same through to Tenant as and when received by Landlord and Landlord shall provide to Tenant at Tenant's request reasonable cooperation and assistance in order to maximize the benefit for Tenant of all such credits and/or incentives.

## **10. INDEMNIFICATION AND RELEASE.**

(a) Tenant shall neither hold nor attempt to hold Landlord or Landlord's employees or agents liable for, and Tenant shall defend and indemnify Landlord and Landlord's employees or agents from and against, any and all demands, claims, causes of action, liabilities, loss or judgments, and any and all expenses and costs (including, without limitation, attorneys' fees) incurred by Landlord in connection with, or as a result of, or arising from any of the following:

(i) Any acts, omissions or negligence of Tenant, its agents, employees, contractors, subtenants, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind, specifically including all matters related to compliance with all applicable federal, state and local environmental statutes, regulations and ordinances or from any breach or default in the performance of any

provisions of this Lease by any of such persons, or any activity, work or other thing done, permitted or suffered by any of such persons; or

(ii) Any injury or damage to the person, property or business of Tenant, its agents, employees, contractors, invitees, visitors or any other person entering upon the Premises where the injury or damage is caused by any reason.

(b) Neither Landlord, nor its agents, servants, or employees, shall be liable for, and Tenant hereby releases such parties from, all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming by or through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises, excepting Landlord's willful misconduct. Tenant agrees to use and occupy the Leased Premises at its own risk. Landlord shall have no responsibility or liability for any such loss or injury or for any loss of or damage to fixtures or personal property of Tenant or within Tenant's control.

(c) The provisions of this Section shall survive the termination or expiration of this Lease.

**11. IMPROVEMENTS** Landlord agrees to diligently prosecute to completion of the parking lot with 48 parking spaces on the Premises ("Landlord's Work") in accordance with the improvements shown on Exhibit A in a good and workman like manner. Weather permitting, Landlord shall commence Landlord's Work in \_\_\_\_\_. Landlord anticipates that Landlord's Work shall be completed on or before \_\_\_\_\_. Landlord shall be required to obtain all necessary permits for Landlord's Work, and Tenant agrees to cooperate, as necessary, to obtain such permits.

## **12. UTILITIES**

(a) Landlord shall, at Landlord's sole cost, provide separate metering for utilities that serve the Leased Premises. Tenant shall pay charges for electricity and other utility services consumed on the Leased Premises before the same become delinquent.

(b) Except as may otherwise be expressly required under this Lease, Landlord shall not make or allow to be made after the commencement date of this Lease any changes in any utility service to, through, under or above the Premises, including but not limited to fiber optics, telephone, electricity, water, storm and sanitary sewer, gas heat, ventilation and air conditioning, without the prior written consent of Lessee which consent shall not be unreasonably withheld. Any interruption in utility services that (i) continues for longer than five (5) days after notice to Landlord, (ii) is not caused by fire or other casualty or by the negligence or willful misconduct of Tenant, its employees, agents or business invitees, and (iii) is capable of being cured by the Landlord shall give Tenant the following rights in addition to any other rights provided in this Lease: (x) the right to a full abatement of rent and other charges until full service has been restored or (y) the right to complete such restoration and to offset the reasonable costs and expenses incurred against rentals thereafter coming due under this Lease.

## **13. DAMAGE AND DESTRUCTION**

(a) Except as otherwise provided in Section 13(b) below, if the Leased Premises are damaged by fire or other casualty during the Term:

(i) Landlord shall restore the Leased Premises with reasonable promptness (taking into account the time required by Landlord to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty, but in any event within one hundred fifty (150) days after the date of receipt of any insurance proceeds) to substantially the same condition of the Leased Premises immediately before such casualty, and may temporarily enter and possess any or all of the Leased Premises for such purpose (provided, however, that Landlord shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Tenant; provided further, that the times for commencement and completion of any such restoration shall be extended for the period (not longer than sixty (60) days) of any delay occasioned by any of the causes enumerated in subsection (b)); and

(ii) There shall be no abatement of Base Rent or Common Area Expenses or any additional rent.

If Landlord undertakes to restore the Leased Premises and such restoration is not accomplished within the said period of one hundred fifty (150) days plus the period of any extension thereof, as aforesaid, Tenant, as its sole remedy, may terminate this Lease by giving written notice thereof to Landlord within thirty (30) days after the expiration of such period, as so extended. Said notice shall specify a termination date of not less than fifteen days, but not more than forty-five days after the date of the giving of said notice. Such notice shall be ineffective if the restoration is substantively completed prior to the termination date specified in said notice.

(b) Anything contained in the foregoing provisions of this Section to the contrary notwithstanding,

(i) if during the Term the Building is so damaged by fire or other casualty that (x) either the Leased Premises or (whether or not the Leased Premises are damaged) the Building is rendered substantially unfit for occupancy, as reasonably determined by Landlord; or (y) the Building is damaged to the extent that Landlord reasonably elects to demolish the Building, then in any such case Landlord may elect to terminate this Lease as of the date of such casualty, by giving written notice thereof to Tenant within thirty (30) days after such date; and

(ii) in such event, (x) Tenant shall pay to Landlord the Base Rent and any Common Area Expenses and additional rent payable by Tenant hereunder and accrued through the date of such termination; (y) Landlord shall repay to Tenant any and all prepaid Rent for periods beyond such termination; and (z) this Lease shall terminate and Landlord may enter upon and repossess the Leased Premises without further notice.

(c) Anything contained in any provision of this Lease to the contrary notwithstanding, if any damage to the Leased Premises, the Building or both are caused by or result from the negligence or intentionally tortious act or omission of Tenant, those claiming under Tenant or any of their respective officers, employees, agents or invitees, Tenant shall pay to Landlord upon demand, as additional rent, the cost of (x) any repairs and restoration made or to be made as a result of such damage, or (y) (if Landlord elects not to restore the Building) any damage or loss which Landlord incurred as a result of such damage; and, in such event, Tenant shall not have the right to terminate this Lease.

#### 14. EMINENT DOMAIN

(a) If, after the execution and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under the power of eminent domain or any portion taken so as to permanently deprive the Leased Premises of access to the adjacent highways or public ways by any public or private authority, then this Lease and the term thereof shall cease and terminate as of the date of taking of possession by the taking authority, and any unearned rent or other charges, if any, paid in advance shall be refunded to Tenant.

(b) In the event that at any time during the term of this Lease, a portion of the Premises shall be so taken under the power of eminent domain so as to render the premises untenable, then Landlord may, at its own cost and expense, repair and restore the Premises so as to make it tenantable, or it may terminate this Lease. During such time as the Premises as a result of such taking cannot be occupied by Tenant, the rent shall be equitably adjusted. Upon termination as aforesaid by Landlord, this Lease and the term thereof shall cease and come to an end, and any unearned rent or other charges paid in advance shall be refunded to Tenant.

(c) All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) shall be the property of Landlord, and Tenant hereby assigns all of its interest in any such award to Landlord, provided, however, that Landlord shall have no interest in any award made for the loss of Tenant's business, the taking of Tenant's fixtures or other property, Tenant's relocation expenses, or the value of Tenant's leasehold estate.

#### 15. ALTERATIONS; IMPROVEMENTS

(a) Tenant shall not be permitted to make alterations and/or additions to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such improvements or additions shall be at Tenant's sole cost and expense, and such alterations or improvements comply with all applicable zoning ordinances, building regulations, relevant statutes, ordinances and requirements of all federal, state and municipal departments and local Board of Fire Underwriters and any other body or bodies exercising a similar function. Such alteration shall not injure the safety or the structure of the Leased Premises nor diminish its value and shall be done in a good workmanlike manner. Landlord shall cooperate with Tenant in obtaining any necessary governmental permits or approvals or otherwise in making said alterations and improvements; provided, however, such cooperation shall be without cost or expense to Landlord. All such improvements shall become part of the Demised Premises upon installation and shall become the property of Landlord upon the expiration or earlier termination of this Lease unless Landlord wishes to have such improvements removed. The cost of any such removal and the expense of any repair necessitated by such removal shall be borne by Tenant.

(b) Tenant shall have the right at any time to remove any and all of the trade fixtures, equipment and personal property placed or installed by Tenant on the Property, regardless of the manner of attachment, provided that Tenant shall repair any damage caused by such removal. Landlord shall not record and hereby waives and releases any lien, statutory, constitutional or otherwise, on any trade fixtures, equipment and personal property of Tenant.

## 16. DEFAULT BY TENANT

Each of the following shall be deemed an event of default by Tenant and a breach of this Lease:

- (a) Failure to pay any installment of rental payments or any additional rent payable under the terms of the Lease within ten (10) days of the date when due.
- (b) Default in the payment of other amounts due hereunder and not paid within five (5) business days after written notice is delivered to Tenant.
- (c) Default in the performance of any other covenant or condition of this Lease on the part of the Tenant to be performed for a period of ten (10) days after written notice from Landlord of such default; provided, however, if the nature of the default is such that it can not be cured with the exercise of due diligence within ten (10) days, Tenant shall not be deemed to be in default hereunder so long as it commences to cure such default within such ten-day period, and continues diligently and in good faith to complete such cure, provided that in no event shall such default remain uncured for more than thirty (30) days after the initial written notice from Landlord.
- (d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any federal or state Bankruptcy law (unless in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days after filing); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within forty-five (45) days thereafter; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within ninety (90) days thereafter.

## 17. LANDLORD'S REMEDIES

Upon the occurrence of any event of default by Tenant hereunder, Landlord may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

- (a) Landlord shall have the right at any time thereafter to give notice of termination to Tenant, and on the date specified in such notice this Lease shall terminate and come to an end as fully and completely as if such date were the day herein fixed for the expiration of this Lease and Tenant shall remain liable as hereinafter set forth. In the event of any such termination of this Lease, Landlord may then or at any time thereafter re-enter the Leased Premises by summary proceedings or otherwise and remove therefrom all persons and property and again repossess and enjoy the Leased Premises, without prejudice to any other remedies that Landlord may have by reason of Tenant's default or of such termination.
- (b) Landlord shall have the right, without terminating this Lease, to re-enter the Leased Premises by summary proceedings or otherwise and remove all persons and property, and Tenant shall remain liable as hereinafter set forth. It is agreed that the commencement and



prosecution of any action by Landlord in unlawful detainer, ejection or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Leased Premises shall not be construed as an election to terminate this Lease unless Landlord shall give written notice to Tenant of such intention.

(c) In the event of any re-entry or termination pursuant to this election, Tenant covenants and agrees, notwithstanding any such entry or termination, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved, under the terms of this Lease, would become due if this Lease had not been terminated, or if Landlord had not re-entered, minus the net amount of any income received by Landlord from the Leased Premises during such period. In the alternative, at any time after this Lease is terminated or Landlord had so re-entered, Landlord shall have the right to require the Tenant to pay, which Tenant covenants and agrees to pay upon such demand, an amount equal to the difference between (i) the sum of all rent reserved herein and all other sums required to be paid by Tenant hereunder and the value of all other obligations to be performed by Tenant hereunder for the balance of the Term, and (ii) the net amount of fair rental value of the Leased Premises for the balance of the Term. In computing such net rental amount for the balance of the Term, Landlord may deduct all costs and expenses incurred or reasonably anticipated to be incurred in connection with reletting, such as court costs, attorney's fees and disbursements, brokerage commissions and the cost of putting and keeping the Leased Premises in good order. Any amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

(d) In the event of any re-entry or termination of this Lease pursuant to this section, Landlord agrees to use commercially good faith efforts to relet the Leased Premises at a commercially reasonable rent; provided that Landlord shall not be obligated to favor the renting of the Leased Premises over other space Landlord may have available for rent.

(e) If Tenant fails to pay any rent and other charges hereunder when due and such failure continues for five (5) days after notice thereof from Landlord to Tenant, then such unpaid amounts shall bear interest from the date due until payment thereof at an interest of eighteen percent (18%) per annum.

(f) If Tenant shall default in the performance of observance of any of its agreements set forth in this Lease, and shall not cure such default within any applicable cure period, Landlord may, at its option, without waiving any claims for default, at any time thereafter cure such default for the account of Tenant and Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred. Any such amount so paid or expense so incurred shall be deemed to be additional rent hereunder, payable upon demand.

## **18. SURRENDER OF PREMISES AND REMOVAL OF PROPERTY**

On the last day of the Term, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, except for reasonable wear and tear, repairs that are Landlord's obligation hereunder and damages by casualty or the elements. On or before said day, Tenant shall remove all of its personal property, signs and fixtures from the Leased Premises, and repair all damages incurred in the removal of the same. If Landlord in writing permits Tenant to leave



any such goods and chattels at the leased premises, and Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against Landlord or those claiming by, through or under the Landlord.

**19. HOLDING OVER** If Tenant, or any party claiming through or under Tenant, shall continue in occupancy of the Premises after the expiration of this Lease, Landlord shall have the right to treat such holdover as a month-to-month tenancy at one hundred fifty percent (125%) of the rent payable to Landlord during the last month of the current term. Such tenancy may be terminated by either Landlord or Tenant by notice given the other at least thirty (30) days prior to the periodic rental date. This provision shall not be construed as giving Tenant any right to holdover after the expiration or termination of the Term or to limit Landlord's rights to obtain possession of the Leased Premises upon termination by any lawful means available to Landlord if Landlord does not elect to treat the continued possession as a month-to-month tenancy.

**20. ASSIGNMENT AND SUBLETTING** Any such attempted assignments, subletting or occupancy without Landlord's prior written consent shall be void and shall confer no rights whatsoever on any party and shall, at Landlord's option, constitute a default hereunder. The consent by Landlord to an assignment, subletting, occupancy or use arrangement shall not relieve Tenant from primary liability hereunder or from the obligation to obtain the express consent in writing of Landlord to any further assignment, subletting, occupancy or use arrangement. If Tenant shall request Landlord's consent to a sublease, assignment or use agreement hereunder, Tenant shall pay Landlord's reasonable expenses, including reasonable legal fees, incurred in connection with the processing and reviewing of documents necessary to evaluate such request.

**21. QUIET ENJOYMENT** Upon Tenant paying the rent for the Leased Premises and observing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire term hereof or any extension thereof without hindrance, ejection or molestation by Landlord or any other person, subject to the terms of this Lease but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any of its directors, officers, employees or agents shall ever be personally liable for any such judgment.

## **22. LANDLORD'S WARRANTIES**

(a) Landlord warrants and represents to Tenant that as of the date of execution of this Lease, Landlord is the owner of a fee simple estate in the Leased Premises and has the right and power to enter into this Lease and to perform same.

(b) In the event Landlord breaches any of the foregoing warranties and representations, Landlord shall indemnify and hold harmless Tenant from and against any loss and expense, including attorney's fees, but excluding any consequential damages, incurred by Tenant as a result thereof.

## **23. LIMITATION OF RECOURSE**

(a) Tenant shall neither assert nor seek to enforce any claim (except injunctive relief where appropriate) for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Building and in the rents, issues and profits thereof, and in any insurance proceeds actually received by Landlord that are allocable to the Leased Premises, and Tenant agrees to look solely to such interests and proceeds for the satisfaction of any liability of Landlord under this Lease.

(b) In addition to the remedies set forth in the Lease, Landlord and Tenant shall have the right to pursue any and all other remedies available at law or in equity, provided that in no event shall either party be liable for consequential, punitive or exemplary damages in connection with this Lease. All rights and remedies of Landlord and Tenant under this Lease or existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

**24. ESTOPPEL CERTIFICATES** Each party shall execute and deliver to the other party, from time to time, within fifteen (15) days after its receipt of a written request from the other party, an estoppel certificate. The party requesting an estoppel certificate agrees to reimburse the other party for the commercially reasonable out-of-pocket costs, including, without limitation, attorneys' fees, incurred in reviewing, revising and executing the estoppel certificate within fifteen (15) days after request for reimbursement.

## **25. SUBORDINATION AGREEMENT**

(a) Subject to Tenant's receipt of a non-disturbance agreement, this Lease and all rights of Tenant hereunder are, and shall be, subject to a subordinate to any existing or future mortgage or deed of trust creating a lien on the Leased Premises. This provision shall be self-operative, although Tenant agrees to promptly execute any instrument requested by the holder of any such mortgage evidencing such subordination. Landlord agrees to obtain from the holder of any future mortgage a written agreement with Tenant to the effect that, so long as Tenant is not in default of the terms of this Lease beyond any applicable cure period, in the event of a foreclosure, (i) the lender will not disaffirm this Lease, (ii) the lender will not disturb Tenant's possession or use of the Leased Premises in accordance with this Lease; (iii) the Tenant will not be named a party to the proceedings unless required by technical state law provisions.

(b) Tenant agrees that if any holder of a mortgage obtains title to the Leased Premises as a result of any enforcement or foreclosure of a mortgage, Tenant will, upon request of such holder, attorn to such holder and recognize such holder as its landlord hereunder except that such holder shall not be (i) be liable for any act or omission of any prior landlord, or (ii) subject to any off sets or defenses that Tenant might have against any prior landlord, or (iii) bound by any rent or other sum payable hereunder that Tenant might have paid for more than one month in advance to any prior landlord, except to the extent required by this Lease, or (iv) bound by any amendment or modification of this Lease made without the consent of such holder that affects the rent term or the liability of the parties hereunder. The benefits of this subsection shall run to any such holder or to any purchaser at a foreclosure sale by any such holder. Any attornment to a holder pursuant to this section shall occur automatically upon request of such holder, but Tenant shall upon request by Landlord or any such holder, without cost, execute and deliver any instruments evidencing such attornment.

26. **NOTICES** Any notice required or permitted to be given under this Lease shall be in writing and shall be delivered by (a) national overnight courier service, or (b) registered or certified United States mail, postage prepaid, return receipt requested, and addressed as set forth below, with documentation of the other party's receipt or refusal of the notice. Any such notice shall be deemed effective upon the other party's receipt or refusal of the notice. The notice address below may not provide an address with a P.O. Box. Each party shall have the right to modify its notice address under this Lease by notifying the other party of such revised address in the manner set forth in this Section.

**TO LANDLORD:**

Transport Leasing Corp  
35 Bradley Drive, Stop #2  
Westbrook, Maine 04092

And a copy to: Pierce Atwood LLP  
Attn: Eben Adams, Esq.  
One Monument Square  
Portland, Maine 04101

**TO TENANT:**

Time Warner Cable  
P.O. Box 8180  
Portland, ME 04104-5041  
Attn: Pete McHugh

and a copy to: Time Warner Cable Inc.  
60 Columbus Circle  
New York, NY 10023  
Attn: General Counsel

and a copy to: The Stone Group  
8303 N. MoPac Expressway  
Suite B120  
Austin, TX 78759

27. **UNAVOIDABLE DELAYS** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of extraordinary events, such as acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a similar nature not the fault of such party, then performance of any such act shall be extended for a period equivalent to the period of such delay, as long as written notice of the occurrence of such is promptly given to the other party. The foregoing shall not operate to excuse the prompt payments of money hereunder from one party to the other, nor shall it apply to Landlord's covenant of quiet enjoyment or Landlord's obligation to pay for the construction of any improvements to the Premises nor Landlord's obligation to join in the execution of permits

and licenses necessary for the conduct of Tenant's business in the Premises. Lack of money will not be deemed to be a cause beyond either party's control.

## **28. SIGNS**

(a) Any Tenant sign shall be subject to Landlord's approval as to type, size, color and location, which approval shall not be unreasonably withheld. Provided however, in no event shall Tenant be restricted in using any trade name, trademark, logo or lettering. Tenant shall remove the sign upon the expiration of the Term. Tenant's installations and removal of such sign shall be in such manner as to avoid injury or defacement of the Leased Premises or the Building.

(b) Landlord shall have the right, at its sole expense, to temporarily remove Tenant's sign to enable the Landlord to perform its obligations under this Lease.

**29. MECHANIC'S LIENS.** Tenant shall not permit any mechanic's lien, materialmen's lien, or other lien to be placed or to remain against the Leased Premises and/or Tenant's interest therein, or any portion of the Property, which lien may arise out of any payment due for or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon or about the Leased Premises at the direction or request of Tenant or with its consent or approval. If any such lien does arise, Tenant agrees to discharge such lien promptly, either by payment or by filing of the necessary bond, or otherwise. Tenant shall indemnify and hold Landlord harmless against any liability, loss, damage, cost or expense, including attorney's fees, as a result of Tenant's failure to promptly discharge any such lien.

**30. LANDLORD'S ACCESS TO THE PREMISES.** Landlord shall have the right to enter the Premises, after reasonable notice to Lessee at least twenty-four hours in advance of such entry, for the purposes of (i) performing any repairs required or permitted to be performed by Landlord under this Lease and (ii) during the last nine (9) months of the Lease term, showing the Premises to prospective tenants. In the event of an emergency, Landlord shall not be required to give advance notice to Tenant, but shall give notice to Tenant as promptly as is practicable under the circumstances. Landlord shall not unreasonably interfere with Tenant's business or use or enjoyment of the Premises in its exercise of any access rights set forth in this Section.

**31. PREVAILING PARTY** In any legal action brought by Landlord or Tenant against the other party in connection with this Lease, the prevailing party shall be entitled to reimbursement from the other party for any reasonable attorneys' fees and expenses of the legal action incurred by the prevailing party.

**32. WAIVER** No waiver of any default hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated. One or more waivers of any breach of any covenant, term and condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant or condition.

**33. SUCCESSORS AND ASSIGNS** All rights and obligations under this Lease shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns subject to the provisions of Section 20.

**34. GOVERNING LAW** The validity, performance and enforcement of this Lease shall be governed by the laws of the State of Maine.

**35. SEVERABILITY** If any term or provision of this Lease shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**36. CAPTIONS** The captions of this Lease are for the convenience and reference only and shall not be deemed or construed to define, limit or describe the scope of the intent of this Lease or affect its interpretation or construction. The term "Tenant" herein, or any pronoun used in place thereof, shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

**37. TIME IS OF THE ESSENCE** Time is of the essence of all conditions of this Lease in which time is an element.

**38. ENTIRE AGREEMENT** Except as otherwise provided in this Lease, no variations, modifications, changes or amendments to this Lease shall be binding upon any party hereto unless in writing, executed by a duly authorized officer or agent of the particular party. It is acknowledged that all exhibits have been made a part of this Lease prior to the execution hereto.

**39. SUBMISSION OF LEASE** The submission by Tenant to Landlord of this Lease shall have no binding force and effect, shall not constitute an option for leasing of the Leased Premises, nor confer any rights or impose any obligations upon either party until the execution thereof by both parties and the delivery of an executed original copy thereof to both parties. This Lease may be executed in one or more counter parts, each of which shall be deemed to be an original.

**40. WAIVER OF JURY TRIAL** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, INCLUDING WITHOUT LIMITATION ANY EVICTION PROCEEDINGS.

**41. MEMORANDUM OF LEASE** Landlord and Tenant agree that this Lease shall not be recorded. However, Landlord agrees to execute and deliver to Tenant a memorandum of this Lease in recordable form. Tenant shall have the right to record said memorandum in the local public registry at Tenant's expense.

**42. COMMERCIALY REASONABLE APPROVALS/ACTIONS.** Whenever either party's consent, approval or other action is required under this Lease, such consent, approval or other action shall not be unreasonably withheld, conditioned or delayed. Further, whenever either party takes an action or makes a determination in respect to this Lease, such action or determination shall be taken in a commercially reasonable manner.

43. **DISCLOSURE OF OWNERSHIP INTEREST.** Landlord represents and warrants that neither Tenant nor any affiliate, employee or agent of Tenant has any ownership interest in the Property.

44. **ABANDONMENT** No abandonment or vacation of, or failure to occupy or use, the Premises by Landlord shall constitute a default under this Lease, provided that Tenant is not otherwise in default under the Lease beyond any applicable cure period.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be subscribed hereto as of the day and year first above written.

WITNESS

\_\_\_\_\_

68 Johnson Road, LLC

By: Transport Leasing Corp., its sole member

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

WITNESS

\_\_\_\_\_

Time Warner Entertainment Company, L.P.  
d/b/a Time Warner Cable through its New England Division

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_





400

148-418  
JETPORT BLVD  
147-417

118

96-120  
JOHNSON RD  
95-119

2-94  
JOHNSON RD  
21-93

90

68

2-70  
CITYLINE DR  
1-69

52

54

58

70

78

72-100  
CITYLINE DR  
71-99



## Barbara Barhydt - Re: FW: Resubmission of Permit for 68 Johnson Road Parking Lot

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**From:** Penny Littell  
**To:** Mark Sanborn  
**Date:** Tuesday, May 11, 2010 6:41 AM  
**Subject:** Re: FW: Resubmission of Permit for 68 Johnson Road Parking Lot  
**CC:** ALEX JAEGERMAN; Barbara Barhydt

---

Mark: I will consider your application resubmitted. Let me gets some dates for you to go on.

>>> Mark Sanborn <[msanborn34@hotmail.com](mailto:msanborn34@hotmail.com)> 5/5/2010 10:09 AM >>>  
for some reason it did not go through the first time.

see below

---

From: [msanborn34@hotmail.com](mailto:msanborn34@hotmail.com)  
To: [pl@portlandmaine.gov](mailto:pl@portlandmaine.gov)  
Subject: Resubmission of Permit for 68 Johnson Road Parking Lot  
Date: Wed, 5 May 2010 08:22:54 -0400

Penny,

thanks for the guidance yesterday. my question is how can Transport Leasing Corp./MH Sanborn, Inc. resubmit the permit application for the proposed parking lot at 68 Johnson Road without incurring the \$58,000 HRO fee?

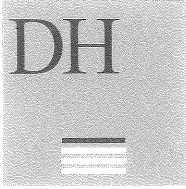
My problem is I am running out of time because Time Warner needs the parking lot in June. Of course even under the best case scenario, I would not have an approved permit until June 9th. This is as long as the planners have already review the application in full and the city has approved the new ordinance. Two months of construction would put me at best August 9th. You can see how far behind the 8 ball I am.

Any assistance would be greatly appreciated.

Thank you,

Mark Sanborn  
Transport Leasing Corp. (owner)  
M.H. Sanborn, Inc. (contractor)





DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION

January 19, 2010

Ms. Barbara Barhydt  
Portland Planning Authority  
City of Portland Planning Authority  
389 Congress Street  
Portland, ME 04101

**Subject: Minor Site Plan Application  
68 Johnson Road, LLC  
Proposed Parking Lot**

Dear Barbara:

On behalf of 68 Johnson Road, LLC, DeLuca Hoffman Associates, Inc. is pleased to submit the accompanying submission package associated with their proposal to construct a 48-space parking lot on their property at 68 Johnson Road. The Applicant purchased the existing single-family residence in 2009, and they intend to demolish the existing structures to allow for the construction of additional parking facilities to serve their adjacent properties off Johnson Road and City Line Drive. The proposed parking is intended to be used by Time Warner Cable, which is a tenant of the building at 9 Johnson Road. 68 Johnson Road, LLC is a subsidiary of Transport Leasing, Inc., which owns the office buildings and warehouse off Johnson Road and City Line Drive.

The development site is identified as Lot 003 on City of Portland Assessors Map 214A. The site is 0.994 acres in size according to the property boundary survey prepared by Owen Haskell Inc. that is part of the development plans. The site is located in the B4 Commercial corridor according to the City's Zoning Map. Based on the zoning requirements in the B4 District, it appears that the proposed lot is in conformance with all zoning dimensional requirements.

Ultimately the Applicant may construct an additional 34 parking spaces, of which 22 spaces would be located on Lot 3 and another 12 spaces would be located on the adjacent Lot 2, which is also owned by Transport Leasing Company. It is the Applicant's intention that if in the future the additional parking spaces are constructed, they will extend an access drive between Lots 2 and 3 such that users of the parking lot could then also have access to City Line Drive through Lot 2. The accompanying site plans depict the initial construction for 48 parking spaces, and they also outline the future additional 34 spaces.

The existing site contains an unoccupied single-family residence and several small buildings. It is in the Applicant's intent to demolish all the structures in advance of the parking lot construction. The Applicant has been allowing the Portland Fire Department to use the property for training purposes. All demolition materials will be removed from the site and properly

Ms. Barbara Barhydt  
January 19, 2010  
Page 2 of 4

disposed of in accordance with the City's solid waste disposal regulations. The existing foundation will be demolished in place and backfilled with clean granular fill.

The proposed parking lot will continue to use the existing two curb units off Johnson Road. The southerly entrance will be used as a one-way entrance into the new parking area, and the existing northerly curb opening will be used as a one-way exit out of the site.

The proposed parking lot has been designed to meet the City of Portland Technical Standards for parking lot geometry. This will include 9'x19' parking stalls and 24' wide drive aisles between the parking modules. The one-way entrance and exit drives will be 20' wide. Directional signage will be provided in the lot to direct users to the entrance and exiting circulation routes.

The proposed development activity will result in less than 1 acre of disturbed area and less than 1 acre of new impervious surface on the site; therefore, the site development is not subject to a Maine Department of Environmental Protection Stormwater Permit, nor does the activity qualify for coverage under the Maine Construction General Permit (MCGP). In keeping with the City's requirements of providing water quality treatment for parking lots containing more than 25 spaces, the design will include Low Impact Development (LID) Best Management Practices. The parking lot drainage will consist primarily of an open drainage system where runoff will be directed by sheet flow to two LID measures. The parking lot will include one bio-retention cell to be placed in a 10' wide divider island. Approximately 5,624 square feet of impervious pavement will drain to the bio-retention cell. The bio-cell will contain numerous plantings over an 18" thick soil filter media and 6" underdrain system. The primary treatment system will consist of a vegetated underdrained soil filter that will be constructed along the down gradient edge of the parking lot. The soil filter will also consist of an 18" thick soil filter media and 6" underdrain system that will serve to provide both water quality treatment and quantity control of stormwater runoff produced by the site. A brief narrative and supporting computations for the stormwater management analysis for the site accompany this submission.

The proposed parking lot will contain three light poles containing a total of five fixtures. The parking lot poles are proposed to be 25' tall and the fixtures will be 250 watt Metal Halide cut-off style in accordance with the City's lighting standards. A photometric plan and catalog cuts for the lights will be provided under separate cover as they are currently being prepared by the Applicant.

The Applicant proposes to install additional landscaping on the lot including multiple deciduous and evergreen plantings. Several existing mature deciduous trees will be protected to the extent possible. A planting bed will be installed along the site frontage and several evergreens will be planted between the parking lot and the adjacent office complex at 9 Johnson Road to supplement existing plantings. A Landscape Plan is included in the plan set.

The Applicant is seeking a Minor Site Plan approval from the Planning Authority for the purpose of developing a 48-space parking lot at 68 Johnson Road.

Ms. Barbara Barhydt  
January 19, 2010  
Page 3 of 4

The project will generate fewer than 50 peak hour trip ends; therefore, no additional traffic permitting is necessary.

The following statements are provided in accordance with Section 14-525 (c):

- (1) The proposed use will be for a 48-space parking lot with the potential for an additional 34 spaces in the future. No other uses are proposed on the property.
- (2) The project parcel is 43,274 SF in size (0.99 acre). The proposed parking lot will occupy approximately 72% of the site area.
- (3) No easements or burdens exist or are proposed on the project site. The site plan depicts a 30' wide Right-of-Way for the entrance and exit drives since it is the Applicant's intention to allow cross access to Lot 2 in the future if necessary.
- (4) The project will generate a small amount of construction demolition debris that will be disposed of at the Riverside Street disposal facility. The estimated demolition debris volume is less than 1,000 CY for the removal of the single-family house and smaller buildings.
- (5) The proposed parking lot will not require public water and sewer services. A new underground power service will be brought into the site off Johnson Road to serve the proposed lights. A meter pedestal meeting CMP requirements will be installed in the landscaped divider island.
- (6) The project will maintain the existing drainage patterns that currently exist on site. An existing catch basin on the boundary with the Brooklawn Cemetery will be replaced and continue to provide an outlet for stormwater runoff from the site. The collection system will consist of surface capture and treatment of runoff through two Low Impact Development measures. The site's impervious area will be less than 1 acre; however, greater than 25 parking spaces are proposed. A stormwater management letter report accompanies this submission.
- (7) The project includes demolition of existing structures, earthwork to construct the stormwater measures, and parking lot and final surface stabilization including paving, landscaping and grass establishment. The work is scheduled to occur beginning in April, 2010 and be completed by mid summer.
- (8) The project is subject to a Minor Site Plan review by the Portland Planning Authority. No other permits are required.
- (9) A letter from the applicant's financial institution will be provided under separate cover.
- (10) A copy of the property deed is contained in the application package supporting the applicant's ownership of the property.

Ms. Barbara Barhydt  
January 19, 2010  
Page 4 of 4

- (11) The site contains no unusual natural areas, wildlife or fisheries habitats or archaeological sites.
- (12) DeLuca-Hoffman Associates, Inc. can provide CADD.DXF files to the City upon final approval of the plan.
- (13) The proposed project will generate only a modest amount of recyclable materials. Topsoil will be stripped, screened and reused and much as possible. The existing pavement will be stripped, crushed and recycled for aggregate.

We trust these statements and the supporting application plans and materials satisfy the City's requirements and we look forward to Planning Authority review and approval of the project. Please contact this office with any staff questions and concerns.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E., C.P.E.S.C.  
Senior Engineer

SRB/sq/JN2885.02/Barhydt-1-15-10

Enclosures: Minor Site Plans (Full size and 11" x 17")  
Required Fees (\$400 Minor Site Plan)  
Parcel Deed (Book 27253, Page 038)  
U.S.G.S. Map (see Site Plan cover sheet)  
Stormwater Management narrative  
Medium Intensity Soils Map  
Tax Map 214A  
Minor Site Plan Application  
Minor Site Plan Checklist

City of Portland  
Development Review Application  
Planning Division Transmittal form

**Application Number:** 09-79900024      **Application Date:** 1-21-10

**Project Name:** PARKING LOT DEVELOPMENT

**Address:** 68 Johnson Rd      **CBL:** 214A- A-003-001

**Project Description:** Johnson Road - 68; Parking Lot Development; Transport Leasing, Applicant.

**Zoning:** B4

**Other Reviews Required:**

**Review Type:** MINOR SITE PLAN

68 Johnson Road LLC.  
c/o Transport Leasing

Westbrook Me 04092  
Deluca Hoffman Assoc.  
778 Main Street, Suite 8

South Portland Me 04106

**Distribution List:**

<input checked="" type="checkbox"/> Planner	Barbara Barhydt	<input type="checkbox"/> City Arborist	Jeff Tarling
<input type="checkbox"/> Zoning Administrator	Marge Schmuckal	<input type="checkbox"/> Design Review	Alex Jaegerman
<input type="checkbox"/> Traffic	Tom Errico	<input type="checkbox"/> Corporation Counsel	Danielle West-Chuhta
<input type="checkbox"/> Inspections	Tammy Munson	<input type="checkbox"/> Sanitary Sewer	John Emerson
<input type="checkbox"/> Fire Department	Keith Gautreau	<input type="checkbox"/> Stormwater	Dan Goyette
<input type="checkbox"/> Parking	John Peverada	<input type="checkbox"/> Historic Preservation	Deb Andrews
<input type="checkbox"/> Engineering	David Margolis-Pineo	<input type="checkbox"/> Outside Agency	
<input type="checkbox"/> DRC Coordinator	Phil DiPierro		

**Preliminary Comments needed by: Wednesday, February 3, 2010**

**Final Comments needed by:**



**Development Review Application  
PORTLAND, MAINE**

Department of Planning and Urban Development,  
Planning Division and Planning Board

**PROJECT NAME:** Parking Lot Development

**PROPOSED DEVELOPMENT ADDRESS:**  
68 Johnson Road, Portland/South Portland, ME

**PROJECT DESCRIPTION:**  
The applicant proposes to demolish the existing single family house and construct 48 parking  
spaces with an additional 34 spaces to be constructed in the future depending on demand.

**CHART/BLOCK/LOT:** 214A / A / 005 and Lot 002

**CONTACT INFORMATION:**

**APPLICANT**

**Name:** 68 Johnson Road LLC  
**Address:** c/o Transport Leasing  
35 Bradley Drive, Stop 2  
**Zip Code:** Westbrook, ME 04092  
**Work #:** 207-856-6045  
**Cell #:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**Home:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**PROPERTY OWNER**

**Name:** Lot 003 - Same as Applicant/Lot 002 Transport Leasing Inc.  
**Address:** Same address  
**Zip Code:** \_\_\_\_\_  
**Work #:** \_\_\_\_\_  
**Cell #:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**Home:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**BILLING ADDRESS**

**Name:** Same as applicant  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Zip:** \_\_\_\_\_  
**Work #:** \_\_\_\_\_  
**Cell #:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**Home:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

~As applicable, please include additional contact information on the next page~

**AGENT/REPRESENTATIVE**

Name: DeLuca-Hoffman Associates, Inc.  
Address: 778 Main Street, Suite 8  
South Portland, Maine  
Zip Code: 04106  
Work #: 207-775-1121  
Cell #:  
Fax #: 207-879-0896  
Home:  
E-mail: sbushey@delucahoffman.com

**ENGINEER**

Name: DeLuca-Hoffman Associates, Inc.  
Address: 778 Main Street, Suite 8  
South Portland, Maine  
Zip Code: 04106  
Work #: 207-775-1121  
Cell #:  
Fax #: 207-879-0896  
Home:  
E-mail:

**ARCHITECT**

Name: N/A  
Address:  
Zip Code:  
Work #:  
Cell #:  
Fax #:  
Home:  
E-mail:

**CONSULTANT**

Name: N/A  
Address:  
Zip Code:  
Work #:  
Cell #:  
Fax #:  
Home:  
E-mail:

**SURVEYOR**

Name: Owen Haskell, Inc.  
Address: 390 U.S. Route 1, Unit 10  
Falmouth, Maine 04105  
Zip Code:  
Work #: 207-774-0424  
Cell #:  
Fax #: 207-774-0511  
Home:  
E-mail:

**ATTORNEY**

Name: N/A  
Address:  
Zip Code:  
Work #:  
Cell #:  
Fax #:  
Home:  
E-mail:





**APPLICATION FEE:**

Check all reviews that apply. Payment may be made in cash or check to the City of Portland.

<p><b>Major Development (more than 10,000 sq. ft.)</b></p> <p><input type="checkbox"/> Under 50,000 sq. ft. (\$500.00)</p> <p><input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000.00)</p> <p><input type="checkbox"/> Parking Lots over 100 spaces (\$1,000.00)</p> <p><input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000.00)</p> <p><input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000.00)</p> <p><input type="checkbox"/> Over 300,000 sq. ft. (\$5,000.00)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p>	<p><b>Plan Amendments</b></p> <p><input type="checkbox"/> Planning Staff Review (\$250.00)</p> <p><input type="checkbox"/> Planning Board Review (\$500.00)</p> <p><b>Subdivision</b></p> <p><input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ + (applicable Major site plan fee)</p>
<p><b>Minor Site Plan Review</b></p> <p><input checked="" type="checkbox"/> Less than 10,000 sq. ft. (\$400.00)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p>	<p><b>Other Reviews</b></p> <p><input type="checkbox"/> Site Location of Development (\$3,000.00 (except for residential projects which shall be \$200.00 per lot _____))</p> <p><input type="checkbox"/> Traffic Movement (\$1,000.00)</p> <p><input type="checkbox"/> Storm water Quality (\$250.00)</p> <p><input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot)</p> <p><input type="checkbox"/> Other _____</p>

**DEVELOPMENT REVIEW APPLICATION SUBMISSION**

Submissions shall include seven (7) packets with folded plans containing the following materials:

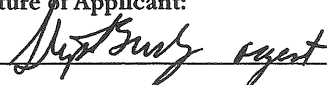
1. Seven (7) full size site plans that must be folded.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
5. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 100 feet.
6. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
7. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
8. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist (page 9) for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: [www.portlandmaine.gov](http://www.portlandmaine.gov) Copies of the ordinances may be purchased through the Planning Division.

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

**This application is for site review only; a Performance Guarantee, Inspection Fee, Building Permit Application and associated fees will be required prior to construction.**

<p>Signature of Applicant:</p> 	<p>Date:</p> <p>1/19/2010</p>
--	-------------------------------

# Site Plan Checklist

## Portland, Maine

Department of Planning and Urban Development, Planning Division and Planning Board

Parking Lot Development, 68 Johnson Road, Portland/South Portland, Maine

**Project Name, Address of Project**

**Application Number**

(The form is to be completed by the Applicant or Designated Representative)

Check Submitted	Required Information	Section 14-525 (b,c)
Applicant	Staff	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including: 1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Name and address of applicant and name of proposed development a
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Scale and north points b
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Boundaries of the site c
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Total land area of site d
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Topography - existing and proposed (2 feet intervals or less) e
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans based on the boundary survey including: 2
<input type="checkbox"/>	<input type="checkbox"/>	* Existing soil conditions a
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Location of water courses, wetlands, marshes, rock outcroppings and wooded areas b
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used c
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Approx location of buildings or other structures on parcels abutting the site and a zoning summary of applicable dimensional standards ( <u>example page 11 of packet</u> ) d
<input type="checkbox"/>	<input type="checkbox"/>	* Location of on-site waste receptacles e
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Public utilities e
<input type="checkbox"/>	<input type="checkbox"/>	* Water and sewer mains e
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Culverts, drains, existing and proposed, showing size and directions of flows e
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed f
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Location and dimensions of on-site pedestrian and vehicular access ways g
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Parking areas g
<input type="checkbox"/>	<input type="checkbox"/>	* Loading facilities g
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Design of ingress and egress of vehicles to and from the site onto public streets g
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Curb and sidewalks g
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape plan showing: h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Location of existing vegetation and proposed vegetation h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Type of vegetation h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Quantity of plantings h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Size of proposed landscaping h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Existing areas to be preserved h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Preservation measures to be employed h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Details of planting and preservation specifications h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Location and dimensions of all fencing and screening i
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location and intensity of outdoor lighting system j
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location of fire hydrants, existing and proposed ( <u>refer to Fire Department checklist – page 11</u> ) k
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written statements to include: c
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Description of proposed uses to be located on site cl
<input type="checkbox"/>	<input type="checkbox"/>	* Quantity and type of residential, if any cl
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Total land area of the site c2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Total floor area, total disturbed area and ground coverage of each proposed Building and structure c2
<input type="checkbox"/>	<input type="checkbox"/>	* General summary of existing and proposed easements or other burdens c3
<input type="checkbox"/>	<input type="checkbox"/>	* Type, quantity and method of handling solid waste disposal c4
<input type="checkbox"/>	<input type="checkbox"/>	* Applicant's evaluation or evidence of availability of off-site public facilities, including sewer, water and streets ( <u>refer to the wastewater capacity application – page 12</u> ) c5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	* Description of existing surface drainage and a proposed stormwater management plan or description of measures to control surface runoff. c6

_____	<u>X</u>	* An estimate of the time period required for completion of the development	7
_____	<u>X</u>	* A list of all state and federal regulatory approvals to which the development may be subject to. the status of any pending applications, anticipated timeframe for obtaining such permits, or letters of non-jurisdiction.	8
_____	To be provided by Applicant	* Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved.	
_____	<u>X</u>	* Evidence of applicant's right title or interest, including deeds, leases, purchase options or other documentation.	
_____	<u>N/A</u>	* A description of any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the site.	
_____	<u>X</u>	A jpeg or pdf of the proposed site plan, if available.	
_____	<u>X</u>	Final sets of the approved plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.	

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- drainage patterns and facilities
- erosion and sedimentation controls to be used during construction
- a parking and/or traffic study
- emissions
- a wind impact analysis
- an environmental impact study
- a sun shadow study
- a study of particulates and any other noxious
- a noise study

## Stormwater Management

68 Johnson Road

Proposed Parking Lot

Portland, Maine

Prepared by DeLuca-Hoffman Associates, Inc.

### **Project Description:**

68 Johnson Road LLC proposes to construct an overflow parking lot that will serve their existing facilities off City Line Drive in Portland, Maine. The development site is located at 68 Johnson Road on Portland Assessor's map 214A, Lot 3. The existing lot size is 0.99 acres per a boundary plan prepared by Owen Haskell Inc. The applicant proposes to demolish the existing single-family residence and accessory structures to construct the proposed parking lot. The proposed activity will be phased such that only 48 parking spaces are initially to be constructed with the potential to construct an additional 34 parking spaces in the future for a total of 82 parking spaces. The disturbed area for the construction of the initial 48 spaces will involve less than 1 acre. The construction of the initial 48 parking spaces and ultimately up to 82 spaces will also result in less than 1 acre of new impervious surface on the property. Based on Section V of the City's Stormwater Management Standards, the project is eligible for a Permit by Rule authorization that requires at a minimum compliance with the City's erosion and sediment control standards. Because of the number of parking spaces proposed, and to effectively control flows to an existing pipe that crosses the Brook Lawn Cemetery, we have designed measures to provide water quantity control and water quality treatment.

The Applicant proposes to construct two Low Impact Development (LID) Best Management Practices to provide water quality treatment in keeping with the City's practice of requiring storm water treatment for parking areas with greater than 25 parking spaces. A vegetated under drained soil filter field will provide the primary water quality treatment measure, while a bio-retention cell is proposed within a landscaped divider island in the parking lot. These measures will also provide effective quantity control for the developed site conditions.

The development site is currently developed as a single-family residence with two curb openings and a paved driveway off Johnson Road. The site doesn't have formal storm water systems except for an existing catch basin at the site's lowest point on the shared border with the Brooklawn Cemetery.

### **Surface Water:**

The site does not abut any lakes or streams. The site currently drains to an onsite catch basin that contains an 8" pipe that connects to a closed drainage system with the neighboring Brooklawn Cemetery property. The site is ultimately tributary to an unnamed tributary of the Stroudwater River. The Stroudwater River is not identified as an urban impaired stream.

**General Topography:**

The development area contains approximately 5 feet of topographic relief. The site slopes from south to north or from the applicant's property off City Line Drive towards the Brooklawn Cemetery property. Overall, the site is primarily tributary to a single downstream point of analysis at the existing onsite catch basin. A very small portion along the Johnson Road frontage drainage out to the street and these conditions will generally remain unchanged in the post development condition.

**Flooding:**

The development site is not within a mapped FEMA flood zone.

**Alteration to Natural Drainage Ways:**

Generally speaking, the site's drainage paths will continue to match existing conditions. The current project has been designed in a manner that will continue to shed runoff towards the existing catch basin and the existing pipe discharge that serve the existing site. This will include drainage generally flowing from the site from south to north. The proposed flow regime will be primarily sheet flow off the proposed pavement and landscaped areas towards the LID measures.

**Alteration to Land Cover:**

The development site is mostly lawn area with a paved driveway and multiple roof areas for the house and several accessory structures. The existing buildings will be demolished and the existing pavement removed and/or recycled as aggregate. New landscaping and lawn coverage is proposed along with the new paved surfaces.

**Model Assumptions:**

The stormwater analysis was performed using the HydroCAD computer modeling software. Changes to the cover type areas were input into the model to determine if any significant impacts result. Copies of the pre and post development runoff models are appended to this report.

**Soils:**

DeLuca-Hoffman Associates, Inc. has referred to the USDA Medium Intensity Soils maps for Cumberland County to determine the applicable soils types for the computations. The soils maps indicate the onsite soils are mapped as Woodbridge fine sandy loam which is an HSG C soil.

**Storm Water Quantity:**

The accompanying computational analysis shows that the proposed vegetated under drained soil filter will effectively collect and control runoff quantities such that post development peak runoff rates will not exceed predevelopment rates at the existing catch basin point of analysis on the border with the Cemetery for the 10- and 25-year storm events. The 2-year storm event does

exceed the predevelopment peak discharge; however, based on the overall low value of these discharges and the small contributing watershed areas, we foresee no significant downstream impact as a result of the proposed activity. The Applicant is requesting a waiver of the requirement to meet or be below the 2-year storm pre development discharge value.

**Storm Water Quality:**

The accompanying computations in Attachment A to this report outline the water quality computations performed to confirm the sizing and treatment values for the two LID measures. The vegetated under drained soil filter and bio-cell have been sized to provide treatment of 1” of runoff from the site’s proposed pavement area plus 0.4” of runoff from the landscaped areas. These values are based on the full build out of 82 parking spaces on the property.

**The following Modeling results are summarized:**

<b>Table 1 Peak Flows in cfs at the Point of Analysis</b>			
<b>Storm Event</b>	<b>2-Year</b>	<b>10-Year</b>	<b>25-Year</b>
Rainfall Amount (in)	3.0”	4.7”	5.5”
Pre development	1.27	2.78	3.53
Post development	2.11	2.25	2.32

**Conclusions:**

The proposed development activity includes the construction of approximately 35,300 SF of impervious surface within a watershed area of approximately 1.2 acres. The applicant proposes to construct LID drainage infrastructure including a vegetated under drained soil filter and a bio retention cell that will collect and control stormwater runoff such that post development peak discharge rates are controlled at the selected downstream point of analysis. We have found that there will be an insignificant increase in peak discharge rates compared to the pre development computations for the 2-year storm. It is our opinion that this condition is insignificant. The resultant 10- and 25-year storm peak discharges are considerably lower than the pre development rates. The LID measures have been sized to accommodate the proposed pavement area for both the initial construction of 48 parking spaces and the future additional construction of another 34 parking spaces and will provide water quality treatment in accordance with the general guidelines contained in the Maine Department of Environmental Protection BMPs.

**End of Report**

DeLUCA-HOFFMAN ASSOCIATES, INC.

Consulting Engineers  
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SOUTH PORTLAND, MAINE 04106  
(207) 775-1121  
FAX (207) 879-0896

JOB 2885-02 68 Johnson Road  
SHEET NO. 1 OF \_\_\_\_\_  
CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

Task: Review and compute water quality values for proposed vegetated underdrained soil filter field and a bio-retention cell for the proposed parking lot @ 68 Johnson Road

Reference: M&EP Best Management Practices for stormwater - Section 7.1  
Grading & Drainage plans by DHAJ  
Pre & Post Development Watershed plans by DHAJ

Assumptions 1) Site soils consist of Woodbridge fine sandy loam per USDA Medium Intensity Soils Map 81 for Cumberland County  
WOODBRIDGE = HSG C

COMPUTATIONS

Per Section 7.1 review the following:

Section 7.1.2

Drainage Area = 52,331 SF or 1.2 acres

Depth to groundwater → Have assumed groundwater is below elevation of proposed bottom of filters which is at elevation 63.67' ± since the outlet pipe of the existing CB is at Elev. 61.0' ±

No Test pits have been performed.

Bedrock

→ Assumed to be greater than 5' per med. Intensity Soil survey.

Permeable Soils

→ Woodbridge soils are HSG C

Section 7.1.3

Treatment Volume

Criteria → Stone 1" x impervious area plus  
 0.4" fines Landscaped area

for VUSSE #1

impervious Area = 29,676 SF x 1" = 2,473 CF  
 L/S Area = 15,567 SF x 0.4" = 519 CF

Required Total = 2992 CF

Total Available volume = 2,999 CF

for Bio cell #1

impervious Area = 5,624 SF x 1" = 469 CF  
 L/S Area = 1,464 SF x 0.4" = 49 CF

Required Total = 518 CF

Total Available Volume = 540 CF

Filter Area

Criteria - Area of Filter must be no less than  
 5% of impervious area + 20% of L/S Area

for VUSSE #1

impervious Area = 29,676 SF x 0.05 = 1484 SF  
 L/S Area = 15,567 SF x 0.02 = 311 SF

Required Total = 1795 SF

Proposed Area = 3102 SF

3102 SF > 1795 SF ∴ OK



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 FAX (207) 879-0896

JOB 2885.02  
 SHEET NO. 3 OF 4  
 CALCULATED BY SJS DATE JUN/2000  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 SCALE \_\_\_\_\_

for Bio-Cell #1

$$\begin{aligned} \text{infiltration Area} &= 5,624 \text{ SF} \times 0.05 = 281 \text{ SF} \\ \text{L/S Area} &= 1,464 \text{ SF} \times 0.02 = 29 \text{ SF} \\ \text{Required Total} &= 310 \text{ SF} \end{aligned}$$

$$\text{Provided Area} = 1,080 \text{ SF}$$

$$1,080 \text{ SF} > 310 \text{ SF} \therefore \text{OK}$$

Basin Size

Criteria - size of filter bed should not exceed 3000 SF in bottom Area or have more than 2.5 acres of subwatershed

$$\text{VUSSF\#1 Elev. 66 area} = 912 \text{ SF} < 3,000 \text{ SF} \therefore \text{OK}$$

$$\begin{aligned} \text{Contributing Area} &= 45,243 \text{ SF} \\ &= 1.038 \text{ Acres} < 2.5 \text{ AC} \\ &\therefore \text{OK} \end{aligned}$$

$$\text{Bio-Cell\#1 Area} = 10' \times 108' = 1,080 \text{ SF} < 3,000 \text{ SF} \therefore \text{OK}$$

$$\begin{aligned} \text{Contributing Area} &= 7,085 \text{ SF} \\ &= 0.16 \text{ Acres} < 2.5 \text{ AC} \\ &\therefore \text{OK} \end{aligned}$$

Construction Comments

See Typical Cross Sections in Plans

DeLUCA-HOFFMAN ASSOCIATES, INC.

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JOB 2885102  
SHEET NO. 4 OF 4  
CALCULATED BY SB DATE Jan/2010  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

Imperviousness Depth

Criteria - Storage depth cannot exceed 18"

Each filter has been designed to meet either 18" depth for VUSFF#1 or 6" depth for Bio-cell#1

Outlet

6" UO proposed in each filter field

Underdrain Outlet

VUSFF#1 - will discharge to new catch basin w/ 8" pipe to replace existing

Bio-cell#1 - will drain by 6" UO pipe discharging to ground surface of VUSFF#1

Sediment Pretreatment

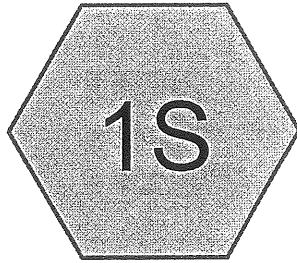
A sediment forebay is proposed for the VUSFF#1

Access

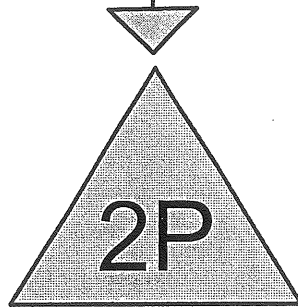
off proposed parking lot surface

## Attachment B

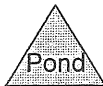
### **Pre and Post HydroCAD Computations and Watershed Maps**



Site



(new Pond)



**predevelopment 12-22-09**

Prepared by {enter your company name here}

Printed 1/17/2010

HydroCAD® 8.50 s/n 000734 © 2007 HydroCAD Software Solutions LLC

Page 2

**Area Listing (all nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
0.970	74	lawn (1S)
0.230	98	impervious area (1S)
<b>1.200</b>		<b>TOTAL AREA</b>

**predevelopment 12-22-09**

Prepared by {enter your company name here}

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predevelopment

Type III 24-hr 2 yr storm Rainfall=3.00"

Printed 1/17/2010

Page 3

**Summary for Subcatchment 1S: Site**

Runoff = 1.27 cfs @ 12.20 hrs, Volume= 0.109 af, Depth> 1.09"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 yr storm Rainfall=3.00"

Area (ac)	CN	Description
* 0.230	98	impervious area
* 0.970	74	lawn
1.200	79	Weighted Average
0.970		Pervious Area
0.230		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	120	0.0250	0.19		<b>Sheet Flow, sheet flow</b> Grass: Short n= 0.150 P2= 3.00"
2.7	80	0.0050	0.49		<b>Shallow Concentrated Flow, shallow conc. flow</b> Short Grass Pasture Kv= 7.0 fps
0.4	125	0.0100	5.12	20.49	<b>Channel Flow, conc. flow</b> Area= 4.0 sf Perim= 5.0' r= 0.80' n= 0.025 Short grass
13.8	325	Total			

**Summary for Pond 2P: (new Pond)**

Inflow Area = 1.200 ac, 19.17% Impervious, Inflow Depth > 1.09" for 2 yr storm event  
 Inflow = 1.27 cfs @ 12.20 hrs, Volume= 0.109 af  
 Outflow = 1.27 cfs @ 12.20 hrs, Volume= 0.109 af, Atten= 0%, Lag= 0.0 min  
 Primary = 1.27 cfs @ 12.20 hrs, Volume= 0.109 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 66.00' @ 12.20 hrs Surf.Area= 773 sf Storage= 3 cf

Plug-Flow detention time= 0.0 min calculated for 0.109 af (100% of inflow)  
 Center-of-Mass det. time= 0.0 min ( 814.9 - 814.8 )

Volume	Invert	Avail.Storage	Storage Description
#1	66.00'	1,520 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
66.00	768	0	0
67.00	2,272	1,520	1,520

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	8.0" Vert. Orifice/Grate C= 0.600

**predevelopment 12-22-09**

Prepared by {enter your company name here}

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predevelopment

*Type III 24-hr 2 yr storm Rainfall=3.00"*

Printed 1/17/2010

Page 4

**Primary OutFlow** Max=3.63 cfs @ 12.20 hrs HW=66.00' (Free Discharge)

↳1=Orifice/Grate (Orifice Controls 3.63 cfs @ 10.41 fps)

**predevelopment 12-22-09**

predevelopment  
Type III 24-hr 10 yr storm Rainfall=4.70"

Prepared by {enter your company name here}

Printed 1/17/2010

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Page 5

**Summary for Subcatchment 1S: Site**

Runoff = 2.78 cfs @ 12.19 hrs, Volume= 0.236 af, Depth> 2.36"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 10 yr storm Rainfall=4.70"

Area (ac)	CN	Description
* 0.230	98	impervious area
* 0.970	74	lawn
1.200	79	Weighted Average
0.970		Pervious Area
0.230		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	120	0.0250	0.19		Sheet Flow, sheet flow Grass: Short n= 0.150 P2= 3.00"
2.7	80	0.0050	0.49		Shallow Concentrated Flow, shallow conc. flow Short Grass Pasture Kv= 7.0 fps
0.4	125	0.0100	5.12	20.49	Channel Flow, conc. flow Area= 4.0 sf Perim= 5.0' r= 0.80' n= 0.025 Short grass
13.8	325	Total			

**Summary for Pond 2P: (new Pond)**

Inflow Area = 1.200 ac, 19.17% Impervious, Inflow Depth > 2.36" for 10 yr storm event  
 Inflow = 2.78 cfs @ 12.19 hrs, Volume= 0.236 af  
 Outflow = 2.78 cfs @ 12.20 hrs, Volume= 0.236 af, Atten= 0%, Lag= 0.0 min  
 Primary = 2.78 cfs @ 12.20 hrs, Volume= 0.236 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 66.01' @ 12.20 hrs Surf.Area= 779 sf Storage= 6 cf

Plug-Flow detention time= 0.0 min calculated for 0.236 af (100% of inflow)  
 Center-of-Mass det. time= 0.0 min ( 797.6 - 797.6 )

Volume #1	Invert 66.00'	Avail.Storage 1,520 cf	Storage Description
Custom Stage Data (Prismatic) Listed below (Recalc)			
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
66.00	768	0	0
67.00	2,272	1,520	1,520

Device #1	Routing Primary	Invert 61.00'	Outlet Devices 8.0" Vert. Orifice/Grate C= 0.600
-----------	-----------------	---------------	--



**predevelopment 12-22-09**

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predevelopment

Type III 24-hr 10 yr storm Rainfall=4.70"

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Page 6

Primary OutFlow Max=3.63 cfs @ 12.20 hrs HW=66.01' (Free Discharge)

↑1=Orifice/Grate (Orifice Controls 3.63 cfs @ 10.41 fps)

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Type III 24-hr 25 yr storm Rainfall=5.50"

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Page 7

**Summary for Subcatchment 1S: Site**

Runoff = 3.53 cfs @ 12.19 hrs, Volume= 0.302 af, Depth > 3.02"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 25 yr storm Rainfall=5.50"

Area (ac)	CN	Description
* 0.230	98	impervious area
* 0.970	74	lawn
1.200	79	Weighted Average
0.970		Pervious Area
0.230		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	120	0.0250	0.19		Sheet Flow, sheet flow Grass: Short n= 0.150 P2= 3.00"
2.7	80	0.0050	0.49		Shallow Concentrated Flow, shallow conc. flow Short Grass Pasture Kv= 7.0 fps
0.4	125	0.0100	5.12	20.49	Channel Flow, conc. flow Area= 4.0 sf Perim= 5.0' r= 0.80' n= 0.025 Short grass
13.8	325	Total			

**Summary for Pond 2P: (new Pond)**

Inflow Area = 1.200 ac, 19.17% Impervious, Inflow Depth > 3.02" for 25 yr storm event  
 Inflow = 3.53 cfs @ 12.19 hrs, Volume= 0.302 af  
 Outflow = 3.53 cfs @ 12.19 hrs, Volume= 0.302 af, Atten= 0%, Lag= 0.0 min  
 Primary = 3.53 cfs @ 12.19 hrs, Volume= 0.302 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 66.01' @ 12.19 hrs Surf.Area= 783 sf Storage= 8 cf

Plug-Flow detention time= 0.0 min calculated for 0.302 af (100% of inflow)  
 Center-of-Mass det. time= 0.0 min ( 792.0 - 792.0 )

Volume	Invert	Avail.Storage	Storage Description
#1	66.00'	1,520 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
66.00	768	0	0
67.00	2,272	1,520	1,520

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	8.0" Vert. Orifice/Grate C= 0.600

**predevelopment 12-22-09**

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predevelopment

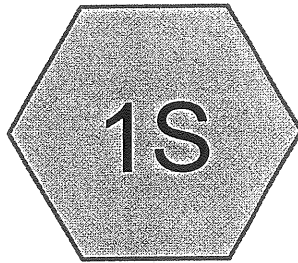
Type III 24-hr 25 yr storm Rainfall=5.50"

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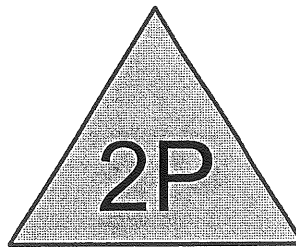
Page 8

Primary OutFlow Max=3.63 cfs @ 12.19 hrs HW=66.01' (Free Discharge)

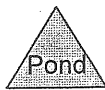
↑1=Orifice/Grate (Orifice Controls 3.63 cfs @ 10.41 fps)



Site



(new Pond)



**postdevelopment 12-22-09**

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Page 2

**Area Listing (all nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
0.390	74	lawn (1S)
0.810	98	impervious area (1S)
<b>1.200</b>		<b>TOTAL AREA</b>

**postdevelopment 12-22-09**

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postdevelopment

Type III 24-hr 2 yr storm Rainfall=3.00"

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Time span=2.00-20.00 hrs, dt=0.05 hrs, 361 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Site**

Runoff Area=1.200 ac 67.50% Impervious Runoff Depth>1.86"

Tc=5.0 min CN=90 Runoff=2.78 cfs 0.186 af

**Pond 2P: (new Pond)**

Peak Elev=66.21' Storage=224 cf Inflow=2.78 cfs 0.186 af

Outflow=2.11 cfs 0.186 af

**Total Runoff Area = 1.200 ac Runoff Volume = 0.186 af Average Runoff Depth = 1.86"**  
**32.50% Pervious = 0.390 ac 67.50% Impervious = 0.810 ac**

**Summary for Subcatchment 1S: Site**

[49] Hint: Tc<2dt may require smaller dt

Runoff = 2.78 cfs @ 12.07 hrs, Volume= 0.186 af, Depth> 1.86"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 2.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 2 yr storm Rainfall=3.00"

Area (ac)	CN	Description
* 0.810	98	impervious area
* 0.390	74	lawn
1.200	90	Weighted Average
0.390		Pervious Area
0.810		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, TOC Direct Entry

**Summary for Pond 2P: (new Pond)**

[85] Warning: Oscillations may require Finer Routing>1

Inflow Area = 1.200 ac, 67.50% Impervious, Inflow Depth > 1.86" for 2 yr storm event  
 Inflow = 2.78 cfs @ 12.07 hrs, Volume= 0.186 af  
 Outflow = 2.11 cfs @ 12.14 hrs, Volume= 0.186 af, Atten= 24%, Lag= 4.2 min  
 Primary = 2.11 cfs @ 12.14 hrs, Volume= 0.186 af

Routing by Stor-Ind method, Time Span= 2.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 66.21' @ 12.14 hrs Surf.Area= 1,216 sf Storage= 224 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 0.3 min ( 776.3 - 775.9 )

Volume #1	Invert	Avail.Storage	Storage Description
	66.00'	4,736 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
66.00	912	0	0
67.00	2,356	1,634	1,634
67.50	3,102	1,365	2,999
68.00	3,848	1,738	4,736

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	6.0" Vert. Orifice/Grate C= 0.600
#2	Primary	67.50'	10.0' long x 10.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

**postdevelopment 12-22-09**

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postdevelopment

Type III 24-hr 2 yr storm Rainfall=3.00"

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Primary OutFlow Max=2.10 cfs @ 12.14 hrs HW=66.21' (Free Discharge)

└─1=Orifice/Grate (Orifice Controls 2.10 cfs @ 10.72 fps)

└─2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)



**postdevelopment 12-22-09**

postdevelopment  
Type III 24-hr 10 yr storm Rainfall=4.70"

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Time span=2.00-20.00 hrs, dt=0.05 hrs, 361 points  
Runoff by SCS TR-20 method, UH=SCS  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Site**

Runoff Area=1.200 ac 67.50% Impervious Runoff Depth>3.39"  
Tc=5.0 min CN=90 Runoff=4.92 cfs 0.339 af

**Pond 2P: (new Pond)**

Peak Elev=66.93' Storage=1,467 cf Inflow=4.92 cfs 0.339 af  
Outflow=2.25 cfs 0.339 af

**Total Runoff Area = 1.200 ac Runoff Volume = 0.339 af Average Runoff Depth = 3.39"**  
**32.50% Pervious = 0.390 ac 67.50% Impervious = 0.810 ac**

**Summary for Subcatchment 1S: Site**

[49] Hint: Tc<2dt may require smaller dt

Runoff = 4.92 cfs @ 12.07 hrs, Volume= 0.339 af, Depth> 3.39"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 2.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 10 yr storm Rainfall=4.70"

Area (ac)	CN	Description
* 0.810	98	impervious area
* 0.390	74	lawn
1.200	90	Weighted Average
0.390		Pervious Area
0.810		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, TOC Direct Entry

**Summary for Pond 2P: (new Pond)**

[85] Warning: Oscillations may require Finer Routing>1

Inflow Area = 1.200 ac, 67.50% Impervious, Inflow Depth > 3.39" for 10 yr storm event  
 Inflow = 4.92 cfs @ 12.07 hrs, Volume= 0.339 af  
 Outflow = 2.25 cfs @ 12.24 hrs, Volume= 0.339 af, Atten= 54%, Lag= 10.2 min  
 Primary = 2.25 cfs @ 12.24 hrs, Volume= 0.339 af

Routing by Stor-Ind method, Time Span= 2.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 66.93' @ 12.24 hrs Surf.Area= 2,251 sf Storage= 1,467 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 2.7 min ( 764.3 - 761.6 )

Volume #1	Invert	Avail.Storage	Storage Description
	66.00'	4,736 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
66.00	912	0	0
67.00	2,356	1,634	1,634
67.50	3,102	1,365	2,999
68.00	3,848	1,738	4,736

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	6.0" Vert. Orifice/Grate C= 0.600
#2	Primary	67.50'	10.0' long x 10.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

**postdevelopment 12-22-09**

postdevelopment  
Type III 24-hr 10 yr storm Rainfall=4.70"

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Primary OutFlow Max=2.25 cfs @ 12.24 hrs HW=66.93' (Free Discharge)

- 1=Orifice/Grate (Orifice Controls 2.25 cfs @ 11.47 fps)
- 2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)

**postdevelopment 12-22-09**

postdevelopment  
Type III 24-hr 25 yr storm Rainfall=5.50"

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Time span=2.00-20.00 hrs, dt=0.05 hrs, 361 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Site**

Runoff Area=1.200 ac 67.50% Impervious Runoff Depth=4.13"  
Tc=5.0 min CN=90 Runoff=5.92 cfs 0.413 af

**Pond 2P: (new Pond)**

Peak Elev=67.26' Storage=2,292 cf Inflow=5.92 cfs 0.413 af  
Outflow=2.32 cfs 0.414 af

**Total Runoff Area = 1.200 ac Runoff Volume = 0.413 af Average Runoff Depth = 4.13"**  
**32.50% Pervious = 0.390 ac 67.50% Impervious = 0.810 ac**

**Summary for Subcatchment 1S: Site**

[49] Hint: Tc<2dt may require smaller dt

Runoff = 5.92 cfs @ 12.07 hrs, Volume= 0.413 af, Depth> 4.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 2.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr 25 yr storm Rainfall=5.50"

Area (ac)	CN	Description
* 0.810	98	impervious area
* 0.390	74	lawn
1.200	90	Weighted Average
0.390		Pervious Area
0.810		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, TOC Direct Entry

**Summary for Pond 2P: (new Pond)**

[85] Warning: Oscillations may require Finer Routing>1

Inflow Area = 1.200 ac, 67.50% Impervious, Inflow Depth > 4.13" for 25 yr storm event  
 Inflow = 5.92 cfs @ 12.07 hrs, Volume= 0.413 af  
 Outflow = 2.32 cfs @ 12.29 hrs, Volume= 0.414 af, Atten= 61%, Lag= 13.3 min  
 Primary = 2.32 cfs @ 12.29 hrs, Volume= 0.414 af

Routing by Stor-Ind method, Time Span= 2.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 67.26' @ 12.29 hrs Surf.Area= 2,741 sf Storage= 2,292 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 4.4 min ( 761.2 - 756.8 )

Volume #1	Invert	Avail.Storage	Storage Description
	66.00'	4,736 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
66.00	912	0	0
67.00	2,356	1,634	1,634
67.50	3,102	1,365	2,999
68.00	3,848	1,738	4,736

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	6.0" Vert. Orifice/Grate C= 0.600
#2	Primary	67.50'	10.0' long x 10.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

**postdevelopment 12-22-09**

postdevelopment  
Type III 24-hr 25 yr storm Rainfall=5.50"

Prepared by {enter your company name here}

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**Primary OutFlow Max=2.32 cfs @ 12.29 hrs HW=67.26' (Free Discharge)**

- 1=Orifice/Grate (Orifice Controls 2.32 cfs @ 11.80 fps)
- 2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)

**QUITCLAIM DEED WITH COVENANT  
KNOW ALL MEN BY THESE PRESENTS**

THAT, WARREN C. WEEKS and ANNE T. WEEKS, of Scarborough, Maine, in consideration of one dollar and other valuable consideration paid, grant to **68 JOHNSON ROAD, LLC**, a Maine limited liability company with a place of business in Westbrook, Maine, whose mailing address is 35 Bradley Drive, Stop 2, Westbrook, Maine 04092, with quitclaim covenant the land in the City of Portland, County of Cumberland and State of Maine and more specifically described as:

Beginning at the northerly corner of the within described lot on Johnson Street; thence southwesterly along Johnson Street one hundred ninety-six (196) feet to a stake; thence at right angles to Johnson Street two hundred twenty-two and two tenths (222.2) feet southeasterly to a stake; thence northeasterly at right angles to the last mentioned line and parallel to said Johnson Street one hundred ninety-six (196) feet to land now or formerly of Lewis Skillings heirs; thence along the line of land now or formerly of said Skillings heirs two hundred twenty-two and two tenths (222.2) feet to the road at the point of beginning.

The property is subject to a Notice of Layout and Taking by the State of Maine Department of Transportation recorded on October 24, 2000 in the Cumberland County Registry of Deeds in Book 15801, Page 296.

Being the same premises conveyed to the Grantors herein by deed from Lewis C. Weeks dated February 20, 1973 and recorded in the Cumberland County Registry of Deeds in Book 3362, Page 152.

Also releasing to said 68 Johnson Road, LLC, all of our right, title and interest in and to all air rights, water rights and any easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining, the above described parcel.

IN WITNESS WHEREOF, the said Warren C. Weeks and Anne T. Weeks have hereunto set their hand this 15 day of September, 2009.

[Signature]  
Witness

Warren C. Weeks  
Warren C. Weeks

to both  
Witness

Anne T. Weeks  
Anne T. Weeks

MAINE REAL ESTATE TAX PAID

STATE OF MAINE  
COUNTY OF CUMBERLAND

September 15, 2009

Then personally appeared the above-named Warren C. Weeks and Anne T. Weeks and acknowledged the foregoing instrument to be their free act and deed.

Before me,

*Thomas J. Cull*  
\_\_\_\_\_  
~~Notary Public/Attorney-at-Law~~

*Thomas J. Cull*  
\_\_\_\_\_  
Typed or printed name of person  
taking acknowledgment

Received  
Recorded Register of Deeds  
Sep 15, 2009 01:43:52P  
Cumberland County  
Pamela E. Lovley





_____	_____	* An estimate of the time period required for completion of the development	7
_____	_____	* A list of all state and federal regulatory approvals to which the development may be subject to. the status of any pending applications, anticipated timeframe for obtaining such permits, or letters of non-jurisdiction.	8
_____	<u>nee</u>	* Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved.	
_____	<u>✓</u>	* Evidence of applicant's right title or interest, including deeds, leases, purchase options or other documentation.	
_____	_____	* A description of any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the site.	
_____	_____	A jpeg or pdf of the proposed site plan, if available.	
_____	_____	Final sets of the approved plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.	

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- |   |   |
|---|---|
| - drainage patterns and facilities                                  | - an environmental impact study                           |
| - erosion and sedimentation controls to be used during construction | - a sun shadow study                                      |
| - a parking and/or traffic study                                    | - a study of particulates and any other noxious emissions |
| - a wind impact analysis  | - a noise study   |

Mr. Erick Giles  
July 22, 2010  
Page 3

**Traffic Engineer, Tom Errico**  
**July 8, 2010**

Comment 4:

*It continues to be unclear where current vehicles park, those that will utilize the proposed parking lot, and details on parking demand.*

Response:

The accompanying plan identifies the existing parking for 90 Johnson Road and 52-58 City Line Drive. The parking supply on 90 Johnson Road includes 43 spaces. The parking on the 52-58 City Line property will include 78 parking spaces upon completion of the recently approved improvements for the East Point Christian Church project. If the future spaces outlined in the current application are constructed, there will be an additional 11 spaces on that site for a total of 89 spaces on the 52-58 City Line property.

Based on the uses within each of the three properties, we have compiled the following parking demand and parking supply summary:

<u>Location</u>	<u>Building Size</u>	<u>Parking Demand</u>	<u>Parking Supply</u>
68 Johnson Road	none	none	Proposed 48 spaces with an additional 22 spaces
90 Johnson Road	12,866 SF - Warehouse 7,480 SF - Office	1 space per 1,000 SF warehouse or 13 spaces 1 space per 400 SF or 19 spaces  Total = 32 spaces	43 spaces
52-58 City Line Drive	20,720 SF	1 space per 125 SF of assembly or 62 spaces 1 space per 1,000 SF warehouse or 5 spaces  Total = 67 spaces	97 spaces including 73 spaces onsite and 24 spaces on the 70-78 City Line drive property owned by the applicant. 5 spaces are provided for the warehouse use at 52 City Line Drive Total onsite spaces = 78 Future spaces include 11 future spaces

Mr. Erick Giles  
July 22, 2010  
Page 4

Comment 5:

*Status: If a connection is not desired by the applicant, an explanation on how parking will be managed shall be provided.*

Response:

It is the applicant's intent to make available the parking at the 68 Johnson Road site as overflow parking for Time Warner Cable who is the primary occupant of the adjacent building at 90 Johnson Road. Based on the tight configuration of the existing parking area on the Johnson Road site, the applicant prefers to simply construct a parking area on the 68 Johnson Road site without a vehicular connection. There will be a sidewalk connection for users of the new lot to be able to walk across for access to the 90 Johnson Road building. The parking lot will be signed to designate that the lot is for occupants of the 90 Johnson Road space only.

Comment 6:

*Status: I can support the provision of a one-way driveway circulation system, if the driveway curb cut to the south on Johnson Road is eliminated.*

Response:

The applicant's intent to maintain the two existing curb openings is simply to avoid further construction at either opening within the Johnson Road ROW. The sidewalk and curb conditions at these openings are satisfactory and from the applicant's perspective, maintenance of the two openings works best with the vehicle flow entering on the southerly side and exiting on the northerly side. Due to the width of each opening however, it seems best that they be maintained as one-way; otherwise, if one were only used it would need to be widened. For this reason, the applicant respectfully requests City approval to maintain the two curb openings to operate as one way in each direction.

Mr. Erick Giles  
July 22, 2010  
Page 5

We trust that these responses adequately address staff review comments. Please contact this office should you have any additional questions.

Sincerely,

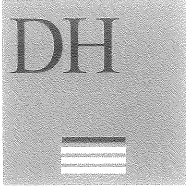
DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E.  
Senior Engineer

SRB/jpf/plwJN2885.02/JohnsonRdParking-ComResp7-23-10

c: Mark Sanborn, Transport Leasing Corp.



DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION

July 23, 2010

Erick Giles  
Planner  
City of Portland, Maine  
389 Congress Street  
Portland, ME 04101-3509

**Subject: Johnson Road Parking Lot Development  
Final Plan – Administrative Review  
Response to Staff Comments**

Dear Erick:

We have received the July 9, 2010 staff review comments pertaining to the Johnson Road Parking Lot final plan submission, and we offer the following responses for your consideration. In general, those comments that are informative in nature and do not necessitate further response have not been repeated.

**Zoning Administrator, Marge Schmuckal**

Comment 1:

*On 6/23/10 I received a new plan and responses to my previous queries. Apparently this is a phased project that affects two lots. I will need to see a zoning analysis for the adjoining lot to determine that all the zoning requirements will be met on that lot too.*

*On 214A-A-03 I did some measurement calculations for impervious surface requirements. I approximated only 8978 square feet pervious compared to the apparent 13794 square feet that the applicant is affirming. There is almost 5,000 square feet difference. I would like to see a plan that shows me what is pervious and what is impervious.*

Response:

We have prepared the Zoning Compliance tables contained on each of the attached plans for the lots. These plans include an Annotated Site Plan for 68 Johnson Road showing the impervious and landscape areas, and an Annotated Site Plan for the 52-58 City Line Drive lot depicting the proposed future parking spaces. To the best of our determination, each property will continue to comply with the zoning requirements for the B-2 Zone.

Mr. Erick Giles  
July 22, 2010  
Page 2

**Deputy City Engineer, David Margolis-Pineo**  
**July 8, 2010**

Comment 2:

*If it should be determined that the home to be demolished on this property is connected to a publicly owned sewer system, the applicant shall obtain a "Seal Drain Permit" from Carol Merritt, Department of Public Services. A Demolition Permit is also required from the Code Enforcement Office.*

Response, Erick Giles:

During the demolition of the house on the 68 Johnson Road property, performed by the Portland Fire Department as a training exercise, it was determined that the house was served by an onsite septic tank and small leach field. There is apparently no connection to public sewer on the property; therefore, a "Seal Drain Permit" will not be required.

Comment 3:

*The applicant is proposing to discharge drainage onto the property of Brooklawn Memorial Park. A drainage easement to do so should be shown on the plans. If a drainage easement does not exist, one should be obtained.*

Response, Erick Giles:

The applicant is unaware of any easement for the drainage system and their approach to the proposed project has been to insure that the proposed development activity does not result in significant impact to the downstream conditions. Currently, there is an existing catch basin which is located basically on the property line and this structure connects to a series of downstream catch basins and drainage pipes within the cemetery property. There are additional inlets/catch basins along the property line shared between the cemetery and the Transport Leasing Property, and we understand that these also connect to the system that crosses the cemetery. These systems have been in place for as long as the cemetery has existed to the best of our understanding. As a measure to insure no significant impact to the existing catch basin and the downstream conveyance system, we have proposed a stormwater management basin that will serve both water quality treatment and quantity control functions. The proposed system will result in a decrease to the 2-year, 10-year and 25-year storm peak flows. Based on the available capacity of the existing system, and the fact that there is no further development activity expected within the cemetery area, it is reasonable to conclude that the proposed parking lot will not result in any detrimental or significant impact to the existing drainage system that serves the 68 Johnson Road property. At this time the applicant is simply seeking to maintain conditions as equal to or improved from existing conditions without need for discussions with the cemetery landowner.



# PORTLAND, MAINE

*Strengthening a Remarkable City, Building a Community for Life*  
[www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning and Urban Development**  
Penny St. Louis Littell, Director

**Planning Division**  
Alexander Jaegerman, Director

**JULY 9, 2010**

Weeks Warren C & Anne T Jts  
8 Clearwater Dr  
Scarborough, ME 04074

Stephen Bushey  
Deluca Hoffman Associates  
778 Main St.  
Suite 8  
South Portland, ME 04106

**RE:** Review Comments for Final Plan – Administrative Review

**Project Name:** Johnson Road Parking Lot Development  
**Project ID:** 09-79900024  
**Project Address:** 68 Johnson Rd. **CBL:** 214A- A-003-001

**Planner:** Erick Giles, AICP, LEED AP

Dear Applicant:

Thank you for submitting an application for the Johnson Road Parking Lot Development at 68 Johnson Rd. This proposal is being reviewed as a final site plan subject to the following applicable Land Use Code provisions:

- Site Plan Ordinance, Article V
- Preservation of and Replacement of Housing Units, Division 29

Staff review of your final plan has generated the following review comments.

## **Final Site Plan- Administrative Review: Staff Review Comments**

### **1. Zoning Administrator Marge Schmuckal**

On 6/23/10 I received a new plan and responses to my previous queries. Apparently this is a phased project that affects two lots. I will need to see a zoning analysis for the adjoining lot to determine that all the zoning requirements will be met on that lot too.

On 214A-A-3 I did some measurement calculations for impervious surface requirements. I approximated only 8978 square feet pervious compared to the apparent 13794 square feet that the applicant is affirming. There is almost 5,000



square feet difference. I would like to see a plan that shows me what is pervious and what is impervious.

**2. Deputy City Engineer David Margolis-Pineo  
July 8, 2010**

The Department of Public Services has the following comments.

1. If it should be determined that the home to be demolished on this property is connected to a publicly owned sewer system, the applicant shall obtain a "Seal Drain Permit" for Carol Merritt, Department of Public Services. A Demolition Permit is also required from the Code Enforcement Department.  
**The applicant shall obtain an after the fact Demolition Permit prior to project approval.**

**The applicant has also agreed to obtain and meet the requirements of the seal drain permit. This also should be completed prior to project approval.**

2. It is recommended that a "Bee Hive" style casting be used on the catch basin to be replaced.  
**Revised as requested.**
3. The applicant is proposing to discharge drainage onto the property of Brooklawn Memorial Park. A drainage easement to do so should be shown on the plans. If a drainage easement does not exist, one should be obtained.  
**Applicant has agreed to contact Brooklawn Cemetery for required easement.**
4. The applicant is request to place property pin at all four property corners.  
**Applicant has agreed to do so after construction.**
5. With the construction of the stormwater Bio-Retention Cell, the applicant must submit a Stormwater Management Plan: This project meets the threshold for a minor site plan and therefore is subject to the requirements of Section V of the Technical and Design Standards. The applicant shall submit a post-construction stormwater management plan for the bio-retention cell and drainage system per Chapter 32, Article III of the City of Portland Code of Ordinances. Further, the owner/operator of these stormwater "Best Management Practices" shall comply with the annual inspections and reporting requirements under Chapter 32, Article III. Also the applicant asked to consider contacting Jeff Dennis of the Maine DEP [jeff.dennis@maine.gov](mailto:jeff.dennis@maine.gov) to further refine the specification for the proposed soil filtration material. The applicant is also asked to consider

modifying the proposed Bio-Retention Cell design to a Rain Garden and by planting additional plants to further  
**A Stormwater Management Plan has been submitted.**

**The City appreciates the applicant's attention to these comments.**

Public Services have no further comments at this time.

**3. Traffic Engineer Tom Errico  
July 8, 2010**

The following represents a status report regarding the June 14, 2010 letter from DeLuca-Hoffman Associates, Inc.

- The applicant should provide information on the need for the parking spaces, specifically where will the vehicles be relocated from.

**Status: It continues to be unclear where current vehicles park, those that will utilize the proposed parking lot, and details on parking demand.**

- In my professional opinion, a vehicle connection between the parking lot and the adjacent Time Warner site would allow for on-site circulation and also would allow vehicles from the proposed parking lot to access City Line Drive and thus gain access to the traffic signal at Johnson Road and Jetport Drive. The applicant should consider this connection.

**Status: If a connection is not desired by the applicant, an explanation on how parking will be managed shall be provided.**

- Sight distance measurements should be provided.

**Status: The requested information has been provided and I have no further comment.**

- The applicant should provide an explanation on the provision of two one-way drives versus one two way drive for access and egress movements. I would prefer to have one 24-foot driveway accessing the lot.

**Status: I can support the provision of a one-way driveway circulation system, if the driveway curb cut to the south on Johnson Road is eliminated.**

- Adjacent to the proposed entry driveway there is an existing curb cut that is not operational. What is the intent of this existing curb cut, and how would it be complicated, from an access management perspective, if the proposed parking lot is constructed.

**Status: See comment above.**

**Additional Submittals Required:**

1. The Planning Authority may request additional information during the continued review of the proposal according to applicable laws, ordinances and regulations.

Please submit seven (7) complete sets of revised final plans to address staff comments. Upon receipt of the revised material, the City of Portland will review the additional plans and information for conformance with applicable ordinances. If you have any questions, feel free to contact me at **207-874-8723** or by email at **egiles@portlandmaine.gov**

Sincerely,



Erick Giles, AICP, LEED AP  
Planner

**Electronic Distribution:**

Barbara Barhydt, Development Review Services Manager  
Danielle West-Chuhta, Associate Corporation Counsel  
Marge Schmuckal, Zoning Administrator  
David Margolis-Pineo, Deputy City Engineer  
Keith Gautreau, Fire  
Jeff Tarling, City Arborist  
Tom Errico, Wilbur Smith Consulting Engineers  
Dan Goyette, Woodard & Curran

**JULY 9, 2010**

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8 Clearwater Dr  
Scarborough, ME 04074

Stephen Bushey  
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778 Main St.  
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South Portland, ME 04106

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Erick Giles, AICP, LEED AP  
Planner

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DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

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SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

---

## MEMORANDUM

**DATE:** September 13, 2010

**TO:** Eric Giles, City of Portland Planning

**FROM:** Steve Bushey

**SUBJECT:** 68 Johnson Road LLC

---

Eric,

Please accept the accompanying seven sets of Final Plans for the proposed parking area at 68 Johnson Road. The plans have been revised to address Tom Errico's most recent email correspondence that outlined two options for the existing curb cut at the 90 Johnson Road location. In order to satisfy Mr. Errico's comment about the required separation between driveways, we have modified the plan to consolidate the proposed driveways at 68 Johnson Road into a single two-way driveway. The new driveway will be located toward the property's north side in the area of the originally designed exit lane. The location of the proposed driveway will place it approximately 175 feet from the existing curb opening at 90 Johnson Road, which meets the required 150' separation distance.

We trust that this plan revision along with the accompanying sets of plans will allow the Planning Department to issue an approval for the project. Within the next day or so we will also submit the performance guarantee amount form to you. The owner is currently looking to commence construction within the next week or so, so your prompt consideration and approval authorization will be appreciated.

If you have any questions please call this office.

Regards,





DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION
- LANDSCAPE ARCHITECTURE

August 13, 2010

Erick Giles, AICP, LEED AP  
Planner  
City of Portland  
389 Congress Street  
Portland, Maine 04101-3509

**Subject: 68 Johnson Road Parking Lot Development  
Response to Final Site Plan – Administrative Review: Staff Review Comments**

Dear Mr. Giles:

We have reviewed the latest Comments emailed to us on August 6<sup>th</sup> for the above listed project and offer the following responses to those items that warrant additional information:

**Final Site Plan – Administrative Review: Staff Review Comments**

1. **Traffic Engineer Tom Errico – August 2, 2010**

**8/2 Status: The applicant should be specific about who will be using the parking lot. If vehicles from 90 Johnson Road will be using the lot, it should noted and an explanation on why the current site is inadequate, where they park now, etc. The same for 52-58 City Line Drive. During the permitting of the East Point Christian Church project, this lot was not identified for parking.**

**Response:** The proposed parking lot is intended to serve the applicant's tenant, Time Warner Cable, who leases space at 90 Johnson Road as well as several other buildings on City Line Drive. They are basically the applicant's largest tenant within their properties off City Line Drive and Johnson Road, hence the importance, from the applicant's perspective that they adequately meet this tenant's needs. Time Warner is continuing to increase their operations at this location and they are seeking to have additional parking capacity as they move forward. The applicant is entering into an agreement with Time Warner for their sole use of the 48 parking spaces to be provided. The proposed parking area does not necessarily result in the relocation of any parking from the nearby business campus. A note will be added to the plan that outlines the intended parking lot use. This however is already covered in the agreement between the applicant and TWC, a copy of which has been previously provided to the City. With respect to the additional future parking spaces on the 52-58 City Line Drive site, the applicant is simply keeping their options open if the need arises for additional parking related to their lease activity on the 52-58 City Line drive lot. As we previously outlined, this small addition of parking, if it were to occur, would still keep the lot in compliance with the space and bulk provisions of the lot and it has been accounted for in the drainage design and sizing of the proposed storm water management underdrained filter bed.

Mr. Eric Giles  
August 13, 2010  
Page 2

**2. Status: I would suggest that the management of the lot be such that recirculation traffic onto and off of Johnson Road: Street> is minimized. As proposed, as an overflow parking lot, vehicles will likely travel to the parking spaces at 90 Johnson Road and if spaces are not available will have to recirculate onto Johnson Road. This routing should be discouraged.**

Response: We understand this concern and the applicant will work with Time Warner Cable to have them assign the parking use for the new lot so that employees do not travel back and forth between 90 and 68 Johnson Road. Based on the relatively close proximity of the proposed lot to an entrance door at the rear of the 90 Johnson Road building, we foresee that employees who use the new parking lot will quickly become accustomed to going directly to the lot at 68 Johnson Road and they will avoid going to 90 Johnson Road simply to find a parking space.

**3. Status: The curb cut on the 90 Johnson Road property (it is not active) should be removed such that adequate driveway spacing is provided.**

Response: The applicant is seeking to avoid the expense of reconstructing the sidewalk and curb at the unused curb opening along Johnson Road as they were not responsible for its original construction. They are willing to compromise by installing two additional 6' tall evergreen trees at the opening as an improved barrier. The applicant has requested that we emphasize their reluctance to pay for the closure of the curb opening as the opening was part of previous Johnson Road improvements by others that were not related to their property activities on either Johnson Road or City Line Drive.

We trust this additional information is helpful and we look forward to the City's authorization for approval for the parking lot at 68 Johnson Road. We understand that the revised Housing Replacement ordinance language (Sec. 14-483) amended by the City Council on July 19<sup>th</sup> becomes official on August 19<sup>th</sup> and that that under the amended Section 14-483 (c) (3), the property at 68 Johnson Road is exempt from the requirements of the Housing Preservation and Replacement ordinance. We understand that after August 19<sup>th</sup> an approval for our project can be issued based on this amended HRO language. If you have any further questions regarding our proposal please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, PE  
Senior Engineer

SRB/plw/JN2885.02/Giles-8-13-10

C: Mark Sanborn, Transport Leasing Inc.



DeLUCA-HOFFMAN ASSOCIATES, INC.  
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## MEMORANDUM

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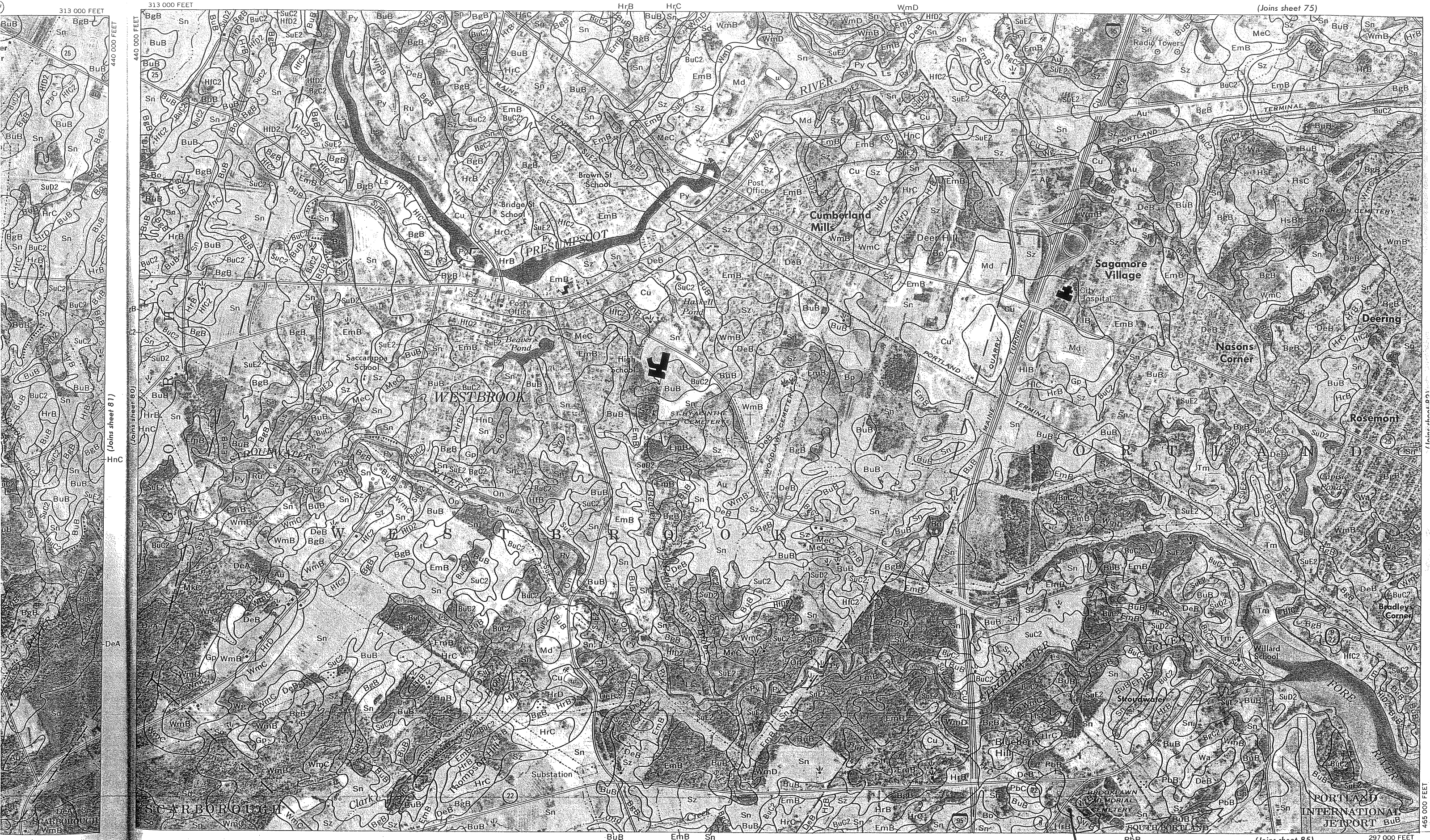
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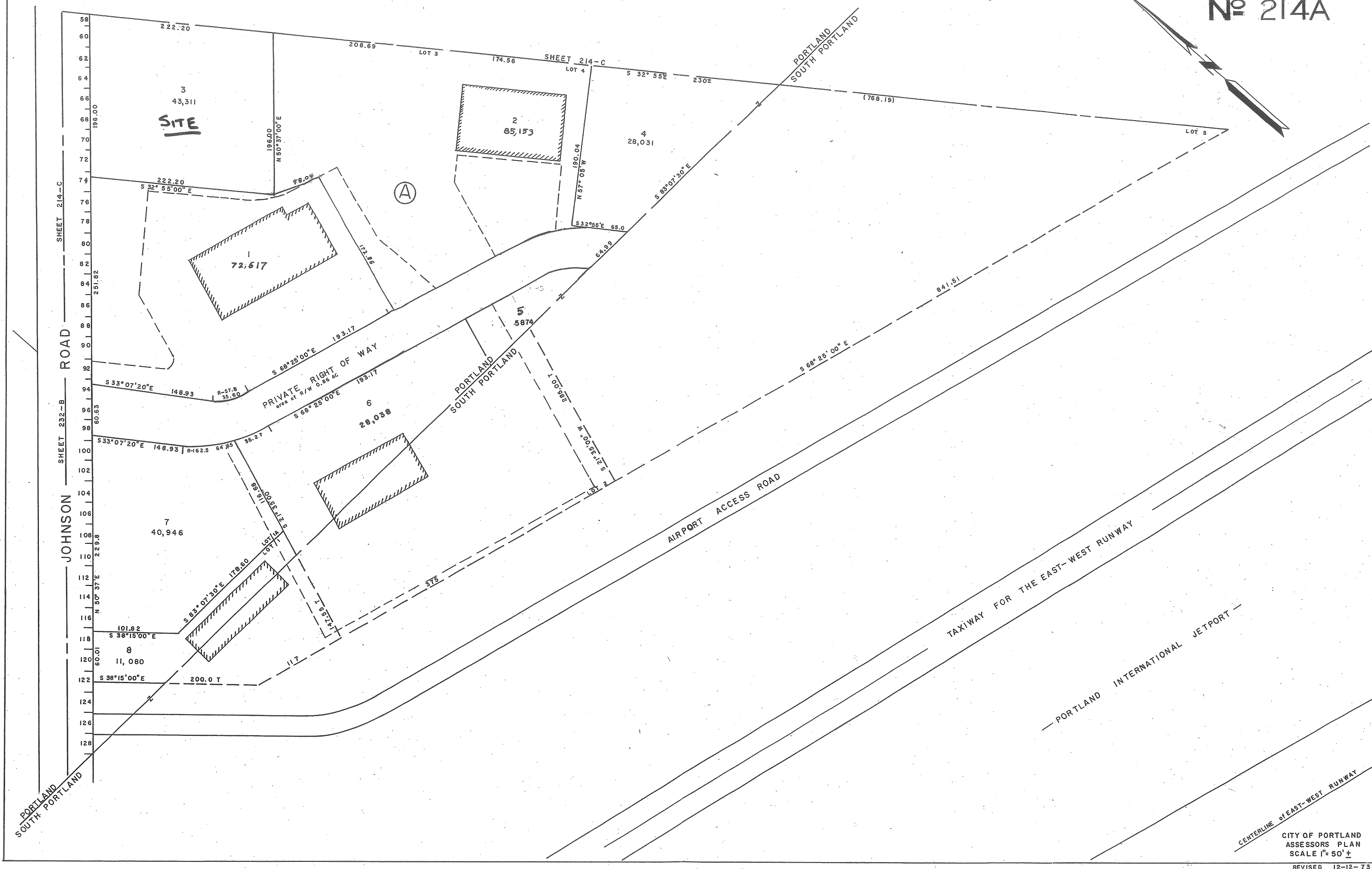




SITE

440 000 FEET  
430 000 FEET  
420 000 FEET  
410 000 FEET  
400 000 FEET  
390 000 FEET  
380 000 FEET  
370 000 FEET  
360 000 FEET  
350 000 FEET  
340 000 FEET  
330 000 FEET  
320 000 FEET  
313 000 FEET





JOHNSON ROAD

SHEET 232-B

SHEET 214-C

PORTLAND SOUTH PORTLAND

CITY OF PORTLAND  
ASSESSORS PLAN  
SCALE 1" = 50' ±

REVISED 12-12-73