



Alex Jaegerman, FAICP  
Division Director, Planning Division

November 12<sup>th</sup>, 2014

Portland Property Holdings, LLC  
2 Main Street  
Topsham, ME 04086

David Latulippe  
C J Developers, Inc.  
35 Primrose Lane  
Freeport, ME 04032

Steve Bushey, P.E.  
Fay, Spofford & Thorndike  
778 Main Street, Suite 8  
South Portland, ME 04106

Project Name: **Commercial Development including gas station and convenience store with ATM**  
Project ID: 2014-138 CBL: 237-A-012  
Address: 2282 Congress Street, Portland  
Joint Applicants: C J Developers, Inc. and Portland Property Holdings, LLC  
Planner: Jean Fraser

Dear David:

On November 12<sup>th</sup>, 2014, the Portland Planning Authority approved the amended Level III Site Plan for the Convenience Store and Fuel Station development at 2282 Congress Street (previous approval referenced as project #2013- 086). The amendments include minor modifications to the layout, stormwater system and landscape.

The amended plan as shown on the approved plans (listed below), is approved with the following conditions, which supersede the conditions on the original approval (May 14<sup>th</sup>, 2013). The waivers included in the original approval remain valid for the amended site plan unless stated otherwise.

#### **TRAFFIC MOVEMENT PERMIT**

(Brought forward from the original approval letter) Based upon the City of Portland's Delegated Review Authority, the Planning Board voted 4-0 (Morrissette, O'Brien and Hall absent) that the proposed plan is in conformance with 23 MRSA 704-A and Chapter 305 Rules and Regulations pertaining to Traffic Movement Permits, with the following conditions of approval:

- i. That the applicant shall contribute \$5000 to an account maintained by the City that will be used to fund traffic improvements to the intersection at Congress Street/Hutchins Drive/Skyway Drive; and
- ii. That a post-occupancy signal warrant study shall be conducted one year after opening. If a traffic signal is warranted or the queuing lanes prove inadequate, the applicant shall be responsible for all costs associated with design and implementation of the traffic signal or improvements to such queuing lanes; and
- iii. That the operation of the right turn into the site from Congress Street shall be monitored for one year following opening. If the crash data suggests a problem exists, the applicant shall be responsible for installing a right-turn lane.

## STORMWATER MANAGEMENT PERMIT

- i. That the applicant and all assigns, must comply with the conditions of Chapter 32 Storm Water including Article III. Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements. The developer/contractor/subcontractor must comply with conditions of the construction storm water management plan and sediment & erosion control plan as included in the *Amended Stormwater Management Report* (prepared by FST and dated April 2013, updated July 2014), and as based on the Long Creek Watershed District standards/requirements and state permits and guidelines.

A maintenance agreement for the stormwater drainage system substantially the same form as Attachment 1, with any changes to be approved by Corporation Counsel, shall be signed and recorded, with a copy to the Planning Authority and Department of Public Services prior to the issuance of a building permit.

## SITE PLAN REVIEW

- i. That this site plan approval is subject to the Conditional Zone Agreement as approved by the City Council on March 4, 2013, and that C J Developers Inc. shall sign and record the aforementioned Conditional Zoning Agreement prior to the start of any work on site (including approved advance site work), and if the CZA is assigned, C J Developers Inc. shall provide notification of the assignment to the City; and
- ii. That the signed and recorded access easement from Maine Turnpike Authority for the area of the proposed access from Congress Street shall be submitted to the Planning Authority prior to the start of any work on site (including approved advance site work); and
- iii. That a copy of the MDEP Stormwater Discharge approval and evidence of filing a notice of intent to comply with the Maine Construction General Permit shall be submitted to the Planning Authority prior to the issuance of a building permit. If there are significant modifications to the stormwater system as a result of the MDEP review, then an amended site plan would be required for approval by the Planning Authority prior to the issuance of a building permit; and
- iv. That a revised Photometric Plan shall be submitted for review and approval prior to the issuance of a building permit; and
- v. That the design and location of the CNG Facility as shown on the approved plans is indicative only as it is understood that CNG is an emerging alternative fuel and advancements are being made in various delivery methods. When a CNG Facility is finally designed for this site, it shall be subject to review and approval by the Planning Authority, and to a building permit from the Inspections Division, prior to implementation, and shall include modifications to the slopes such as a retaining wall, rip rap slope or expanded disturbance limits depending on the size and location of the building; and
- vi. That all necessary permits and licenses shall be obtained from the Federal, State (including MDEP) or local authorities in respect to the fuel storage, compressed natural gas installation and electric charging stations; and
- vii. That commercial signage shall be subject to separate sign reviews and permits, and that the project shall meet the I-M noise requirements.

The approval is based on the submitted site plan (see list below). If you need to make any modifications to the approved site plan, you must submit an amended site plan for staff review and approval.

## STANDARD CONDITIONS OF APPROVAL

The following standard conditions of approval and requirements apply to all approved site plans:

1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
2. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced prior to May 14, 2015, which is confirmed in the extension (to original approval) letter of April 10, 2014. This may be extended to a time period up to three (3) years from the original approval date (ie up to May 14, 2016) subject to agreement in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date of May 14, 2015.
4. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.
5. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
7. **Department of Public Services Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*.dwg), release AutoCAD 2005 or greater.

The Development Review Coordinator must be notified five (5) working days prior to the date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review

Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Jean Fraser at (207) 874-8728.

Sincerely,

Alexander Jaegerman, FAICP  
Planning Division Director

**Attachments:**

1. Sample Stormwater Maintenance Agreement
2. City Code: Chapter 32
3. Performance Guarantee Packet, if applicable

**List of approved plans:**

Site:

C1.0 Cover Sheet Rev 6 dated 08.06.2014  
C1.1 General Notes & Legend and C1.3 Existing Conditions Rev 5 dated 07.22.2014  
C2.0 Amended Site Layout Plan Rev 8 dated 08.05.2014 (except re off-site- see below)  
C3.0 Amended Grading and Drainage Plan Rev 7 dated 08.07.2014  
C4.0 Amended Utility Plan Rev 6 dated 08.06.2014  
C5.0 Landscape Plan Rev 8 dated 11.05.2014  
C6.0 Erosion and Sediment Control Plan Rev 7 dated 08.07.2014  
C8.1 Utility Details Rev 5 dated 07.22.14  
C8.2 Misc Details Rev 6 dated 08.06.2014  
C8.3 Details Rev 5 dated 07.22.2014  
C8.4 Site Details Rev 6 dated 08.06.2014  
C8.6 and C8.7 Erosion Control Details Rev 5 dated 07.22.2014  
C8.8 Erosion Control Details Rev 2 dated 07.22.2014  
C9.0, C9.1, C9.1A, C9.2 Stormwater dated 08.06.2014  
D1 and D2 Floorplan and Elevations

Off Site Plans: C1.0 to C5.0 OFF; C-6.0 to C6.4OFF as submitted 11.3.2014  
Traffic Management Plan as submitted 11.3.14 with hand written amendments

**CC:**

Jeff Levine, AICP, Director of Planning and Urban Development  
Alexander Jaegerman, FAICP, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Jean Fraser, Planner  
Philip DiPiero, Development Review Coordinator, Planning  
Marge Schmuckal, Zoning Administrator, Inspections Division  
Tammy Munson, Inspections Division Director  
Jonathan Rioux, Inspections Division Deputy Director  
Jeanie Bourke, Plan Reviewer/CEO, Inspections Division  
Lannie Dobson, Administration, Inspections Division  
Brad Saucier, Administration, Inspections Division  
Michael Bobinsky, Public Services Director  
Katherine Earley, Engineering Services Manager, Public Services  
Bill Clark, Project Engineer, Public Services  
David Margolis-Pineo, Deputy City Engineer, Public Services

Doug Roncarati, Stormwater Coordinator, Public Services  
Greg Vining, Associate Engineer, Public Services  
Michelle Sweeney, Associate Engineer  
John Low, Associate Engineer, Public Services  
Rhonda Zazzara, Field Inspection Coordinator, Public Services  
Mike Farmer, Project Engineer, Public Services  
Jane Ward, Administration, Public Services  
Jeff Tarling, City Arborist, Public Services  
Jeremiah Bartlett, Public Services  
Captain David Petruccelli, Fire Department  
Danielle West-Chuhta, Corporation Counsel  
Thomas Errico, P.E., TY Lin Associates  
David Senus, P.E., Woodard and Curra  
Rick Blackburn, Assessor's Department  
Approval Letter File

**STORMWATER DRAINAGE SYSTEM  
MAINTENANCE AGREEMENT**

**For SITE PLANS (THAT ARE NOT SUBDIVISIONS)**

**IN CONSIDERATION OF** the site plan approval granted by the Planning Board/Planning Authority of the City of Portland to the proposed \_\_\_\_\_ (*name of development and project number*), and the associated Grading, Drainage & Erosion Control Plan (*insert correct name of plan*) (Exhibit A) submitted by \_\_\_\_\_, prepared by \_\_\_\_\_ (*engineer/agent*) of \_\_\_\_\_ (address) dated \_\_\_\_\_, and pursuant to a condition thereof, \_\_\_\_\_ (*name of owner*) a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of \_\_\_\_\_, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the “Owner”), as follows:

Maintenance Agreement

That it, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the \_\_\_\_\_ (*details of the system such as underdrained subsurface sand filter BMP system, rain gardens, storm drain pipes, underdrain pipes, catch basins*), (hereinafter referred to collectively referred to as the “stormwater system”), as shown on the \_\_\_\_\_ Plan in Exhibit A and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement (*insert correct name of document*) prepared for the Owner by \_\_\_\_\_ (copy attached at Exhibit B) and Chapter 32 of the Portland City Code.

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

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

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

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

The Owner agrees to provide a copy of this Agreement to any Condominium Association or management company, and to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

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

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

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

Dated at Portland, Maine this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
*(name of company)*

\_\_\_\_\_  
*(representative of owner, name and title)*

STATE OF MAINE  
CUMBERLAND, ss.

Date: \_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_ (*name and title*), and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print name: \_\_\_\_\_

Exhibit A: Approved Grading and Drainage Plan (*name of the plan showing the Stormwater System in detail*)

Exhibit B: Approved Stormwater Maintenance and Inspection Agreement