

268-A-7
195 Riverside St.
Pl. lot Repaving
Tire Warehouse

2000-0112

on Spreadsheet

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

20000112
I. D. Number

Planning

Tire Warehouse Central, Inc.
Applicant
90 Bridge St., Westbrook, ME 04092
Applicant's Mailing Address
Shelley Engineering
Consultant/Agent
854 5465
Applicant or Agent Daytime Telephone, Fax

6/21/00
Application Date
Parking Lot (Repaving)
Project Name/Description

195 Riverside St
Address of Proposed Site
268 A007
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):
 Office Retail Manufacturing New Building Warehouse/Distribution Building Addition Change Of Use Residential
 Parking Lot Other (specify) **Repaving**
6800 sq ft **.681a**
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

Site Plan (major/minor) Subdivision # of lots _____ PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____
Fees Paid: Site Plan **\$400.00** Subdivision _____ Engineer Review _____ Date: **6/21/00**

Planning Approval Status:

Approved Approved w/Conditions See Attached Denied Reviewer _____
Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached
 OK to Issue Building Permit _____ signature _____ date

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____ date	_____ amount	_____ expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
<input type="checkbox"/> Building Permit Issued	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
Performance Guarantee Released	_____ date	_____ signature	
Performance Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
Performance Guarantee Released	_____ date	_____ signature	



CITY OF PORTLAND

November 2, 2000

Mr. Dave Slocum
Tire Warehouse Central Inc.
PO Box 486
Keene, NH 03431

re: 195 Riverside Street, Portland, Maine; Paving and Site Improvements.

On November 2, 2000 the Portland Planning Authority granted minor site plan approval for paving and site improvements at the Tire Warehouse store at 195 Riverside Street in Portland, Maine.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions and requirements for all site plan approvals:

1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 2.0% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, 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 preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway

Tire Warehouse Central, Inc.

P.O. Box 486 • 492 Main St. • Keene, NH 03431-0486
Telephone 603-352-4478

Fax Cover Sheet Fax: 603-357-5108

To: City of Portland

Attn: William B. NEEDHAM

From: DAVE STEWART

Date: 5-29-01

Number of Pages (Including Cover Sheet) 3

Message: Minor Site plan Approval:
Change Board Rail to metal.

Call with any Questions.

Thanks
Dave

If you do not receive all the pages, please call
603-352-4478



May 29, 2001

City of Portland
William B. Needelman
Planning & Urban Development
389 Congress St.
Portland, ME 04101

Dear Mr. Needelman,

Last year, we had a site plan approved for paving and minor site improvements. We plan to have this work completed this summer, however, I would like to request a minor change. With your approval, we would like to substitute a metal guard rail fence to be installed instead of the original proposed timber fence. (see attached)

I look forward to your favorable decision and appreciate your assistance in this matter.

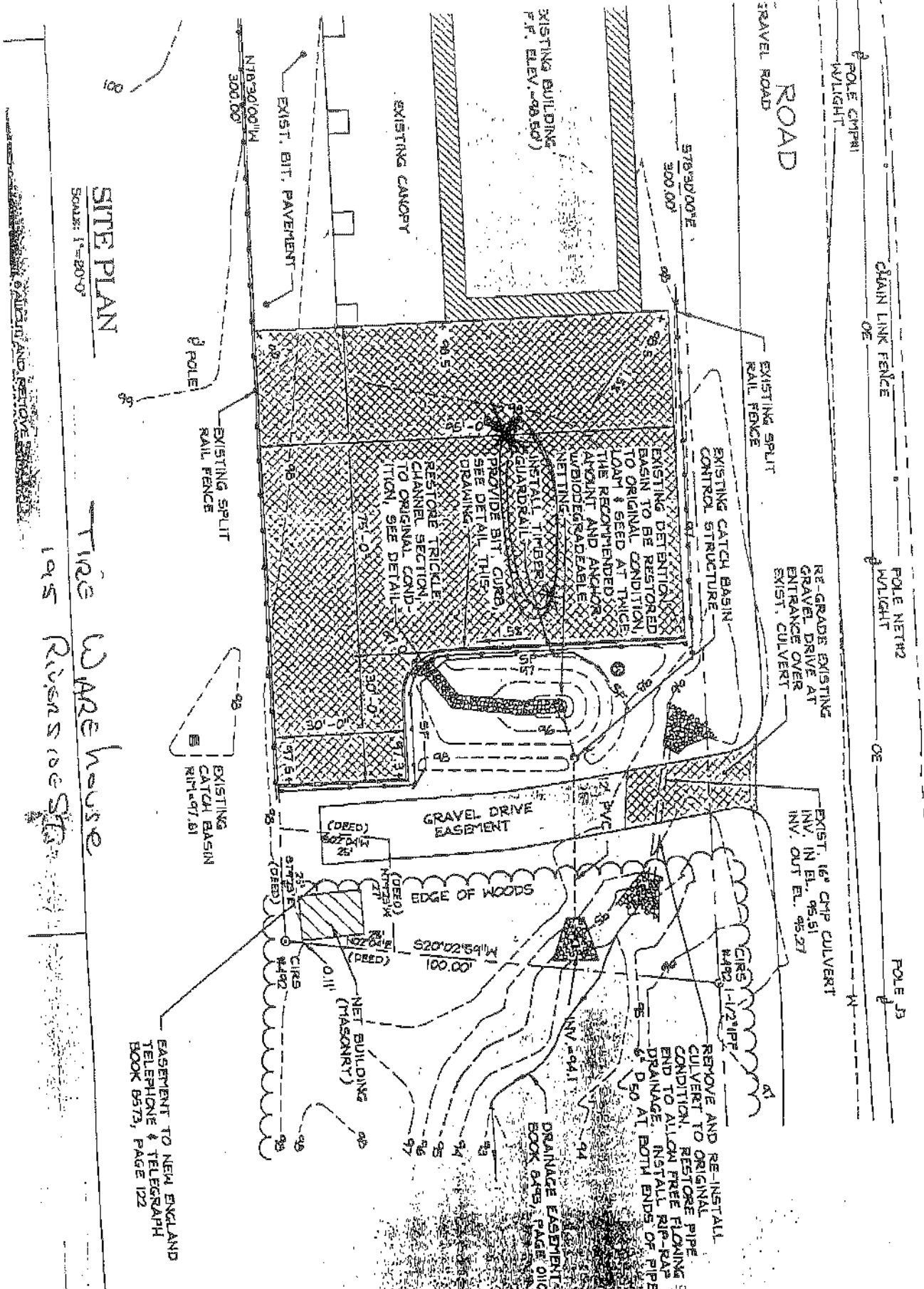
Respectfully,

Dave Slocum

A handwritten signature in cursive script that reads 'Dave Slocum'.

DS/jaw

enc.



SITE PLAN

Scale: 1"=20'-0"

Trig Ware house

195 Risans 106 St

EASEMENT TO NEW ENGLAND TELEPHONE & TELEGRAPH BOOK 9573, PAGE 122

REMOVE AND RE-INSTALL CULVERT TO RESTORE PIPE CONDITION. RESTORE FLOWING END TO ALLOW FREE FLOWING DRAINAGE. INSTALL RIP-RAP DRAINAGE AT BOTH ENDS OF PIPE AT D50 AT INV. 94.1

DRAINAGE EASEMENT BOOK 9493, PAGE 010

City of Portland Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
(207)874-8721 or (207)874-8719
Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date: 11-2-00

To: Eric Dube

Company: Engineering Ventures

Fax #: 829-5692

From: Bill Needelman

RE: Per-Formance Guarantee Info

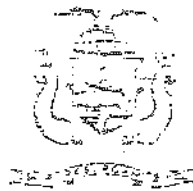
for fire warehouse: Sample forms.

Please call with any questions. Thanks

Bill N.

874-8722

YOU SHOULD RECEIVE 14 PAGE(S),
INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL (207)874-8721 OR (207)874-8719.



CITY OF PORTLAND

March, 1997

Notice to Developers, Architects, and Engineers

The municipal code requires that all development falling under site plan and/or subdivision review in the City of Portland be subject to a performance guarantee for various required improvements. The code further requires developers to pay a fee for the administrative costs associated with inspecting construction activity to ensure that it conforms with plans and specifications.

The performance guarantee covers major site improvements related to site plan and subdivision review, such as paving, roadway, utility connections, drainage, landscaping, lighting, etc. A detailed itemized cost estimate is required to be submitted, which upon review and approval by the City, determines the amount of the performance guarantee. The performance guarantee will usually be a letter of credit from a financial institution, although ~~escrow~~ or escrow accounts are acceptable. The form, terms, and conditions of the performance guarantee must be approved by the City through this office. The performance guarantee plus a check to the City of Portland in the amount of 2.0% of the performance guarantee or as assessed by the planning or public works engineer must be submitted prior to the issuance of any building permit for affected development.

Administration of performance guarantee and defect bonds is through this office. Inspections for improvements within existing and proposed public right-of-ways is the responsibility of the Department of Parks and Public Works. Inspections for site improvements is the responsibility of the Development Review Coordinator in the Department of Planning and Urban Development.

Performance Guarantees will not be released by the City until all required improvements are completed and approved by the City and a Defect Bond has been submitted to and approved by the City.

O:\PLAN\CORRESP\SECRETAR\FORMS\PGLTR.SAP3/7/98

	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)						
MISCELLANEOUS						
TOTAL:						
GRAND TOTAL:						

SPECTION FEE (to be filled out by City)

	PUBLIC	PRIVATE	TOTAL
1.0 1.7% of totals:			
or			
Alternative Assessment:			
Assessed by:	(name)	(name)	

CITY OF PORTLAND

Site Plan \ Subdivision Performance Guaranty

CASH ESCROW AGREEMENT¹

Developer's Tax Identification Number: _____

Developer's Name and Mailing Address: _____

Amount to be Escrowed: _____

City Account Number:² _____

Treasurer's Report of Receipts Number: _____

Project Job Number: _____
(from Site Plan Application Form)

Project Location: _____

Project Description: _____
(Attach Approval Letter)

This Escrow Agreement was completed by _____ on _____, 2000.

This Agreement entered into this _____ day of _____, 2000, by and
between _____

(hereinafter "Developer"), and the City of Portland, a body politic and corporate, having a place
of business in the County of Cumberland and the State of Maine (hereinafter "Escrow Agent").

In consideration of their mutual promises, covenants and agreements, and other good and
valuable consideration, receipt of which is hereby acknowledged, the said parties agree, as

follows:

PUBLIC IMPROVEMENTS

1. Pursuant to the project approval letter referred to above, the Developer is obligated to make certain required site improvements, all as more fully described therein.

2. The estimated cost of completing the improvements is: \$

3. The deadline for completing the improvements is :

APPOINTMENT OF ESCROW AGENT

4. The Developer hereby appoints the City of Portland to act as its Escrow Agent.

DUTIES OF ESCROW AGENT

5. During the term of this Agreement, the Escrow Agent will hold and disburse the escrowed funds in accordance with the terms and provisions hereof.

LIMITATION OF LIABILITY

6. The Developer agrees that the Escrow Agent assumes no liability in connection with its performance under this Agreement, except for gross negligence or willful misconduct.

INTEREST

7. The Escrow Agent will not pay interest on the escrowed funds.

INSPECTION OF COMPLETED WORK

8. The Developer has the duty to advise either the City of Portland's Planning Department or its Department of Public Works, whichever is appropriate, when the required site improvements either have been completed or are otherwise ready for inspection.

DISBURSEMENT OF ESCROW FUNDS

9. The City of Portland may draw against the escrow account at the direction of the Director of Planning in the event that:

(Rev. Jan. 2000)

- (a) Developer should fail to complete satisfactorily by [Date: Within two years but in no event between November 15 and April 15 of any given year] the required site improvements described in Paragraph 1;
- (b) The Developer should fail to request the City to conduct inspections of the required site improvements described in Paragraph 1; or
- (c) The Developer should fail to provide a surety bond, letter of credit or escrow account equal in value to ten percent (10%) of the estimated cost of the required site improvements, pursuant to sections 14-501 and 14-525.

REDUCTION OF ESCROW ACCOUNT

10. At the direction of the Director of Planning and Urban Development, the Director of Finance may either reduce or release the amount of the escrow account, pursuant to section §14-501.

COSTS OF ESCROW ACCOUNT

11. All costs associated with establishing, maintaining and disbursing funds from the escrow account will be borne by the Escrow Agent.

PERIOD OF WITHDRAWAL

12. The City of Portland may draw against the escrow account during a period, not to exceed ninety days (90) following the expiration of the deadline for completing improvements (hereinafter "deadline"), provided that the Developer has given the City written notice of the deadline, at least ninety (90) days prior thereto, by certified mail, addressed to the Director of Planning and Urban Development. In the absence of such a notice, the City of Portland may draw against the account for a period, not to exceed ninety (90) days beyond the expiration date, which will commence to run from and after the date the City has received written notice of the pending expiration of the deadline.

TERMINATION OF ESCROW AGREEMENT

13. This escrow account will terminate either on [a date which is either ninety (90) days after the date for completion of the required site improvements, but which does not fall between September 15th and April 15th] or as extended, pursuant to paragraph 12. The Agreement may also be terminated and the funds released, prior to either of the foregoing dates when either the Director of Planning and Urban Development or the Department of Public Works, which ever is appropriate, has certified in writing to the Developer that the required site improvements have been completed in accordance with the project approval letter.

Developer

by _____
its _____

City of Portland

by _____ Duane Kline
its _____ Director of Finance

Distribution

1. This Form will be completed by Planning Staff.
 2. The account number can be obtained by calling Paul Colpitts, Chief Accountant, at x8665.
 3. The Agreement will be executed in duplicate originals.
 4. The duplicate originals, each signed by the Developer, will be delivered to the Finance office, together with a check or the funds representing the escrowed amount.
 5. The Director of Finance or his designated agent will sign the escrow agreement in duplicate, acknowledge receipt of funds and deposit them into a City account.
 6. The Director of Finance will retain one duplicate original.
 7. The Director of Finance will return the other duplicate original to Planning. Planning will retain a copy and mail the other duplicate original to the Developer.
-

SAMPLE FORM

SITE PLANS/SUBDIVISIONS
PERFORMANCE GUARANTEE:
LETTER OF CREDIT
[Account #]

(Date)

Joseph E. Gray, Jr., Director
Planning and Urban Development
389 Congress Street
City of Portland
Portland, Maine 04101

RE: [Project name and address]

[The Bank] hereby issues its Irrevocable Letter of Credit for the account of [Name of Developer/Company] as developer, hereinafter referred to as the Developer, in the name of the City of Portland in the aggregate amount of [\$ — Amount of performance guarantee].

The City, through its Director of Planning and Urban Development, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at [the Bank's] offices located at [Address of the appropriate local office of the Bank] [or in the case of an issuing bank which is not located within the City of Portland at (Name of local confirming bank's offices) located at (Address of the appropriate local confirming bank's office)] stating that:

- (1) the Developer has failed to complete by [Date: within 2 years] or by the expiration date of any temporary certificate of occupancy issued, whichever date comes first, at the Developer's expense, the work on the roads and other public improvements as set forth in a certain Schedule of Costs of Public Improvements dated [insert date]; or
- (2) the Developer has failed to post the ten percent (10%) Defect Bond or Guarantee required by the Portland City Code sections 14-501 and 14-525; or
- (3) the Developer has failed to notify the City for inspections.

In the event of [The Bank's or local confirming bank's] dishonor of the City of Portland's sight

Performance Guarantee Letter of Credit

draft [The Bank or local confirming bank] shall inform the City of Portland in writing of the reason or reasons therefor within three (3) working days of the dishonor.

After all underground work in the public right of way has been completed and inspected to the satisfaction of the Department of Public Works, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or the City of Portland Director of Finance as provided in section 14-501 of the Portland City Code may authorize [the Bank], by written certification, to reduce the available amount of this letter of credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date, [the Bank] notifies the Director of Planning and Urban Development by registered mail at the above listed address that [the Bank] elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development reading as follows:

This drawing results from notification that [The Bank] has elected not to renew its Letter of Credit No. _____; or

This drawing results from the Developer's failure to timely complete to the satisfaction of the City the public improvements set forth in a certain Schedule of Costs of Public Improvements dated [insert date]; or

This drawing results from the Developer's failure to post a ten percent (10%) Defect Guarantee or Bond as provided in §14-501 of the Portland City Code; or

This drawing results from the Developer's failure to notify the City for inspections.

This Letter of Credit will automatically expire upon the earlier of:

1. [The Bank's] receipt of a written notification from the City of Portland that said work as outlined in a certain Schedule of Costs of Public Improvements dated [insert date] between the Developer and the City of Portland has been completed in accordance with the City of Portland specifications and [The Bank's] Letter of Credit No. _____ may be canceled; or

- 2. The expiration date of [insert expiration date but not between the dates of September 15th and April 15th] or any automatically extended date as specified herein.

Partial drawings are permitted.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored if presented at our offices at [insert address] on or before [insert date of expiration] or any automatically extended date as specified herein.

Very truly yours,

[The Bank]

By: _____
Its Duly Authorized

The City of Portland has accepted the providing of alternative security for the Developer's obligations to be performed pursuant to Section 14-501 and/or Section 14-525 of the Portland City Code.

Dated: _____

By: _____

Joseph E. Gray, Jr.
Its Duly Authorized Director of Planning and
Urban Development

Seen and Agreed to: Company

By: _____

Date: _____

Reviewed pursuant to Section 14-501 and/or Section 14-525, Portland City Code

By: _____

Performance Guarantee Letter of Credit

Date: _____
Director of Finance

By: _____
Date: _____
Corporation Counsel

SAMPLE FORM

SITE PLANS/SUBDIVISIONS
DEFECT BOND:
IRREVOCABLE LETTER OF CREDIT
[Account #]

(Date)

Joseph E. Gray, Jr., Director
Planning and Urban Development
City of Portland
Portland, Maine 04101

RE: [Name and address of Project]

[Name of Bank] hereby issues its Irrevocable Letter of Credit for the account of [Name and Address of Developer] as developer, hereinafter referred to as "The Developer", in favor of the City of Portland in the aggregate amount of [amount]. The City of Portland may draw on the Letter of Credit by presentation of a sight draft in the event that the Developer, at the Developer's expense, fails to correct defects in the workmanship and durability of all materials used in the construction of the public improvements as set forth in the Schedule of Costs of Public Improvements dated [Insert date] for the [Name and Address of Project]

Drafts drawn upon this credit must be for this particular development and to correct any defect(s) as outlined above which was not corrected by the Developer on or before [Insert Expiration Date - 1 Year from Date of Issuance]. Drafts must be accompanied by a written statement that the Developer has failed to correct such defect(s) and shall be accompanied by itemized statements showing cost of work to be completed.

The City of Portland may draw on this Letter of Credit for a period not to exceed ninety (90) days after the expiration of this one year commitment, provided that [Applicant or Bank] will give the City's Director of Planning and Urban Development written notice, by certified mail, of the expiration of this Letter of Credit at least ninety days prior thereto; otherwise drafts drawn on [the Bank] may be submitted by the City of Portland no later than ninety (90) days following written notice whenever given thereafter.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored. However, other than the payment of monies as authorized hereunder, [Name of Bank] shall not guarantee the performance of the Developer to the City of Portland.

Very truly yours,

[The Bank]

Defect Bond - Irrevocable Letter of Credit

Seen and Agreed to: [Applicant]

By: _____

Date: _____

Approved pursuant to Sections 14-501 and 14-525 of the Portland City Code:

By: _____
Director of Planning and Urban Development

Date: _____

By: _____
Director of Finance

Date: _____

By: _____
Corporation Counsel

Date: _____



Tire Warehouse Central, Inc.
SERVING NEW ENGLAND SINCE 1971, WITH "TIRES & AUTO PARTS FOR LESS".

May 29, 2001

City of Portland
William B. Needelman
Planning & Urban Development
389 Congress St.
Portland, ME 04101

Dear Mr. Needelman,

Last year, we had a site plan approved for paving and minor site improvements. We plan to have this work completed this summer, however, I would like to request a minor change. With your approval, we would like to substitute a metal guard rail fence to be installed instead of the original proposed timber fence. (see attached)

I look forward to your favorable decision and appreciate your assistance in this matter.

Respectfully,

Dave Slocum

DS/jaw

enc.

POLE NET#2
 POLE #3
 CHAIN LINK FENCE
 POLE #1
 ROAD
 GRAVEL ROAD
 POLE #2
 POLE #1
 POLE #3

ROAD

57°32'00"E
 300.00'

EXISTING BUILDING
 P.F. ELEV. = 96.50'

EXISTING CANOPY

EXIST. BIT. PAVEMENT

N78°30'00"W
 300.00'

EXISTING SPLIT
 RAIL FENCE

EXISTING CATCH BASIN
 CONTROL STRUCTURE

EXISTING DETENTION
 BASIN TO BE RESTORED
 TO ORIGINAL CONDITION,
 LOAM & SEED AT TWICE
 THE RECOMMENDED
 AMOUNT AND ANCHOR
 W/Biodegradable
 NETTING.

INSTALL TIMBER
 GUARDRAIL
 PROVIDE BIT. CURB
 SEE DETAIL THIS
 DRAWING.

RESTORE TRICKLE
 CHANNEL SECTION
 TO ORIGINAL COND-
 ITION, SEE DETAIL.

RE-GRADE EXISTING
 GRAVEL DRIVE AT
 ENTRANCE OVER
 EXIST. CULVERT

EXIST. 16" CHIP CULVERT
 INV. IN E.L. 95.51
 INV. OUT E.L. 95.27

GRAVEL DRIVE
 EASEMENT

EDGE OF WOODS

REMOVE AND RE-INSTALL
 CULVERT TO ORIGINAL
 CONDITION, RESTORE PIPE
 END TO ALLOW FREE FLOWING
 DRAINAGE. INSTALL RIP-RAP
 6" D 50 AT BOTH ENDS OF PIPE

DRAINAGE EASEMENT
 BOOK 8493, PAGE 0110

NET BUILDING
 (MASONRY)

EXISTING
 CATCH BASIN
 RIM = 97.61

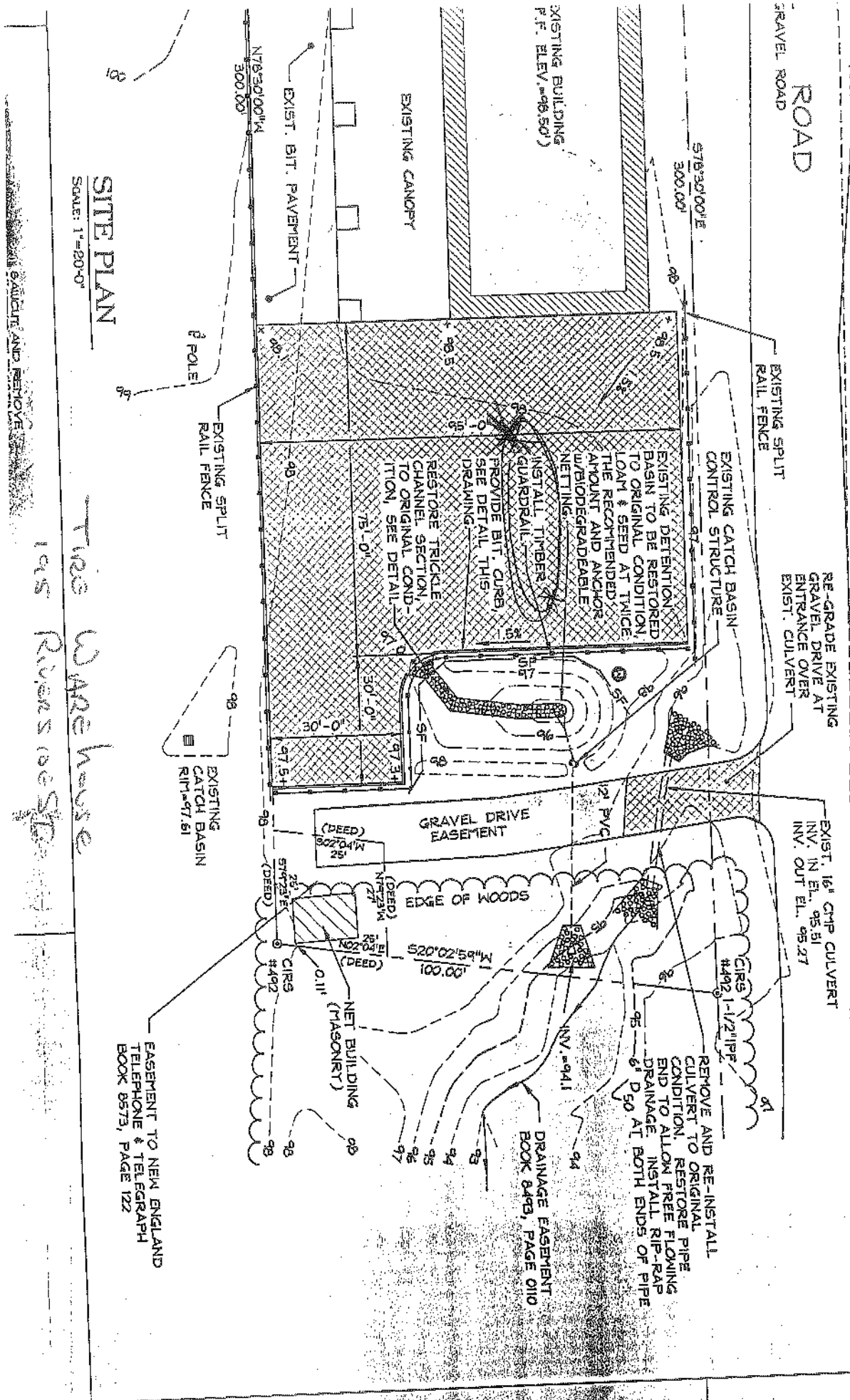
EASEMENT TO NEW ENGLAND
 TELEPHONE & TELEGRAPH
 BOOK 8573, PAGE 122

SITE PLAN

Scale: 1"=20'-0"

*THIS WAREHOUSE
 1915 Riverside*

CAUTION AND REMOVE



TIRE WAREHOUSE, INC.
PORTLAND, MAINE

SUMMARY SHEET

	<u>Present Condition</u>	<u>Developed Condition</u>
Percent Impervious Area	71%	71%
Runoff flow (Peak Discharge)	2.47 cfs	2.47 cfs

Narrative:

This site consists mainly of impervious surfaces including bituminous parking and gravel parking and roadways. The drainage exits at the rear of the lot which consists mainly of Swanton soils. The lot is 0.681 acres with a 6800 square foot building located at the one-third point of the property. The local topography is relatively flat. Runoff is typically slow moving due to the lack of slope, however the time of concentration is short because of the size of the site and the location of the detention basin.

There is no increase in impervious area and peak runoff in the developed condition. We propose to restore the existing detention basin and the existing culvert to their original condition in order to control the drainage runoff as originally designed. We also recommend that yearly maintenance be done to the drainage control structures to avoid any future reconstructions.

Sincerely,



Eric Dube
Project Engineer