

312-B-4

375-385 Riverst, Portland, ME

Rainmaker Business park

B & L partners

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

**Planning Copy**

2006-0089

Application I. D. Number

5/15/2006

Application Date

**Rainmaker Business Park**

Project Name/Description

*Rainmaker @ Meeting.  
RRR.com*  
**Will Boyle**

**B & L Partners Llc**

Applicant

**70 Bishop Street, Portland, ME 04103**

Applicant's Mailing Address

**385 - 385 Riverside St, Portland, Maine**

Address of Proposed Site

**312 B004**

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

**Applicant Ph: (207) 797-4764 Applicant Fax: (207) 878-2652**

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units

Acreeage of Site

**IM**

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 Pla \$250.00 Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date 5/15/2006

**Planning Approval Status:**

Reviewer \_\_\_\_\_

- Approved  Approved w/Conditions See Attached  Denied

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

## VAN MEER & BELANGER

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20 YORK STREET  
PORTLAND, MAINE 04101-4556

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RICHARD N. BRYANT  
BETTS J. GORSKY  
ANDREA L. FRAVERT

TELEPHONE: (207) 871-7500  
FAX: (207) 871-7505  
E-MAIL: Info@vblawfirm.com

January 17, 2006

Ms. Sarah Hopkins  
Development Review Manager  
Portland City Hall  
389 Congress Street  
Portland, Me 04101

RE: Rainmaker Business Park

Dear Sarah:

Per our conversation last week, enclosed please find copies of the Drainage Easement Deed and the Stormwater Drainage System Maintenance Agreement from B & L Partners, LLC with respect to the Rainmaker Business Park. The originals were signed by William Boyle on behalf of B & L Partners and recorded in the Cumberland County Registry of Deeds in Book 23587, Page 17 and Book 23587, Page 20, respectively.

I take it that this resolves all the outstanding matters with respect to the approvals for this project. Otherwise, please let me know. I remain

Yours truly,

Richard N. Bryant

cc: William Boyle (w/enc.)  
Jay Levesque (w/enc.)  
Pete Dalphonso (w/enc.)

DRAINAGE EASEMENT DEED

KNOW ALL PERSON BY THESE PRESENTS, that B & L PARTNERS, LLC, a Maine limited liability company with a place of business at 70 Bishop Street, Portland, Maine 04103, and a mailing address of 277 Milton Road, Rochester, NH 03868, for consideration paid, receipt whereof is hereby acknowledged, GRANTS to the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, State of Maine, with warranty covenants, a drainage easement described as follows:

The right to perpetually enter at any and all times upon a portion of the property situated at 585 Riverside Street, Portland, in said County of Cumberland and State of Maine, said portion of the property being described in Schedule A attached hereto and incorporated herein by reference (the "Easement Area").

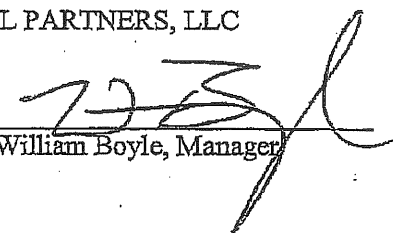
Meaning and intending to convey a drainage easement over a portion of the property conveyed to B & L Partners, LLC by deed of David Cave recorded in the Cumberland County Registry of Deeds in Book 20848, Page 82.

Said drainage easement is for the sole purpose of and conveying the right to construct, install and perpetually maintain through, under and across said Easement Area conduits or pipelines with all necessary fixtures and appurtenances for retaining and/or conveying stormwater, and to lay, relay, repair, maintain, clean and remove said stormwater pipelines or conduits upon or under said Easement Area, with all necessary fixtures and appurtenances, together with the right at all times to make connection with said conduits or pipelines to land adjoining said Easement Area by means of pipes or otherwise, to trim, cut down and remove trees, bushes, and other vegetation of all kinds, to remove debris and deposits of any kind and to alter and regrade the contours of said Easement Area to such extent as in the sole judgment of the grantee is necessary or appropriate for any of the above purposes; and to enter upon said Easement Area at any and all times for any of the foregoing purposes, reserving to the grantor and its successors and assigns the use and enjoyment of said Easement Area and for such purposes only as will in no way interfere temporarily or otherwise with the perpetual use thereof by the grantee, its successors and assigns for the purposes above mentioned. Apart from a roadway over the northerly portion of the Easement Area above the two existing 24" culverts to provide access to the remainder of the parcel, as shown on the Site Plan entitled "B&L Partners, LLC, Rainmaker Business Park, 585 Riverside Street, Portland, Maine" by Seveee & Maher Engineers, Inc., as revised through October 31, 2005, and approved on November 14, 2005 by the Portland Planning Authority, no building or any kind of permanent structure, including, but not limited to, walls and fences, shall be erected on said Easement Area by the grantor, its successors or assigns, and the grantor, its successors and assigns shall not remove earth from said drainage easement without the written permission of the grantee, its successors and assigns.

Dated: December 30, 2005

B & L PARTNERS, LLC

By:


  
William Boyle, Manager



STATE OF MAINE  
COUNTY OF CUMBERLAND

December 30, 2005

Personally appeared before me the above-named William Boyle, as Manager of B & L Partners, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said limited liability company.



Notary Public / Maine Attorney at Law

Print Name: MELISSA CHAPUT

MELISSA CHAPUT

Notary Public, Maine

My Commission Expires April 4, 2008

SCHEDULE A

A strip of land approximately thirty feet (30' +/-) in width at its northerly bound and approximately two hundred ninety feet (290' +/-) at its southerly bound, traversing the property conveyed to B & L Partners, LLC by deed of David Cave recorded in the Cumberland County Registry of Deeds in Book 20848, Page 82, at a point easterly of said Riverside Street a distance of between approximately one thousand feet (1,000' +/-) at the westerly edge of its northerly bound and approximately seven hundred forty-five feet (745' +/-) at the westerly edge of its southerly bound, and lying just easterly and southerly of the building and parking facilities to be constructed for so-called Building No. 2 as shown on the Site Plan entitled "B & L Partners, LLC, Rainmaker Business Park, 585 Riverside Street, Portland, Maine" by Seveee & Maher Engineers, Inc., as revised through October 31, 2005, Job No. 04019.00, Drawing File 04001FINAL, and approved on November 14, 2005 by the Portland Planning Authority as a project entitled "Rainmaker Business Park, ID #2005-0223, CBL #312 B004, Second Amendment to an Approved Plan Application - New Building #2."

Received  
Recorded Register of Deeds  
Jan 12, 2006 01:50:30P  
Cumberland County  
John B O'Brien

STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT

In consideration of the minor site plan approval granted by the Planning Authority of the City of Portland to a plan entitled "Site Plan, B & L Partners, LLC, Rainmaker Business Park, 585 Riverside Street, Portland, Maine" by Sevee & Maher Engineers, Inc., as revised through October 31, 2005, Job No. 04019.00, Drawing File 04001FINAL, and filed with the City of Portland, Department of Planning and Development, 389 Congress Street, Portland, Maine and pursuant to a condition thereof, B & L Partners, LLC, a Maine limited liability company with a place of business at 70 Bishop Street, Portland, Maine 04103, and a mailing address of 277 Milton Road, Rochester, NH 03868, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner") as follows:

That it will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in properly working order the stormwater drainage system, as shown on said plan, including but not limited to a drainage culvert, detention pond and the outlet therefrom. Owner of the subject premises further agrees to periodically maintain said detention pond in accordance with best management practices and to keep a log detailing: 1) the date and nature of the maintenance performed; and 2) who performed said maintenance. 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 said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutter, or any of them, 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 reasonable 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 drainage system, including but not limited to, treatment tank(s) and outlet(s) thereon, 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 demand. This Agreement shall not confer upon the City of Portland or any other person the right to utilize said stormwater drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

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 its successors and assigns as their interests may from time to time appear.

Dated: December 30, 2005

B&L PARTNERS, LLC

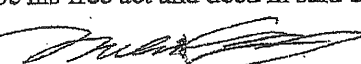
By:   
William Boyle, Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND

December 30, 2005

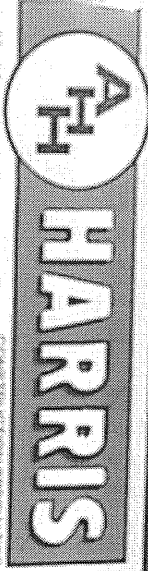
Personally appeared before me the above-named William Boyle, as Manager of B & L Partners, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Received  
Recorded Register of Deeds  
Jan 12, 2006 01:51:04P  
Cumberland County  
John B. O'Brien

  
Notary Public / Maine Attorney at Law  
Print Name: MELISSA CHAPUT

MELISSA CHAPUT  
Notary Public, Maine  
My Commission Expires April 4, 2008

SEAL



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**BY-LAWS OF  
RAINMAKER BUSINESS PARK CONDOMINIUM ASSOCIATION**

**ARTICLE 1: Name, Location & Fiscal Year**

1. Name. The name of the Association is **Rainmaker Business Park Condominium Association** (hereinafter, the "Association.")
2. Location. The principal office of the Association shall be located at Portland, Maine.
3. Fiscal Year. The fiscal year of the Association shall, unless otherwise decided or amended by the Executive Board, be the calendar year, beginning January 1 and ending December 31.

**ARTICLE II: Purposes**

1. Purposes. The purposes of said Association are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair, and replacement of certain land and improvements, and the appurtenances thereof, located on Riverside Street and Rainmaker Drive, Portland, Maine (the "Premises") which will be submitted to the provisions of the Maine Condominium Act, Title 33, Chapter 31, Sections 1601-101 et seq. and to be known as Rainmaker Business Park Condominium (the "Condominium") and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

**ARTICLE III: Membership**

1. Membership. The owner or owners of record from time to time of each Unit of the Condominium shall constitute one member of the Association, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the Association that are set forth in Schedule B of the Declaration of Condominium.
2. Termination of Membership. The membership of each Unit owner shall terminate when he ceases to be a Unit owner, and upon the sale, transfer or other disposition of his ownership interest in the property, his membership interest shall automatically be transferred to the new Unit owner succeeding to such ownership interest.
3. Meetings & Notice. Meetings of members shall be held at the address of the Condominium. An annual meeting of the members shall be held on \_\_\_\_\_ commencing on \_\_\_\_\_  
Special meetings of the members may be called by the President, Executive Board, or by majority agreement of members. Written notice of any meeting shall be given to each

member by the President, Executive Board, or members calling said meeting not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the mailing address designated by each member. The notice shall specify the time and place of the meeting and the agenda items.

4. Quorum. A quorum for any meeting shall be constituted by persons entitled to cast twenty percent (20%) of the votes for election of the executive board, attending in person or by proxy.

5. Turnover Date. The Declarant reserves the right, until the Turnover Date, to appoint and remove officers and directors of the Association. The Turnover Date shall be the date on which the Declarant relinquishes all rights to appoint officers and directors as set forth in the Declaration. The Declarant may voluntarily surrender the right to appoint officers and directors, in which event he may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Declarant shall give written notice to all members and all eligible holders of mortgages not less than ten (10) days nor more than thirty (30) days prior to the Turnover Date and shall call for a special meeting of members on the Turnover Date to elect an Executive Board.

#### ARTICLE IV: The Executive Board

1. Composition. The Executive Board shall be no less than three (3) persons in number.

2. Election and Term. The Directors who comprise the Executive Board, except as provided in Sections 5, 7, and 8 of this Article, shall be elected at the annual meeting from among the members, or in the case of a Unit owner which is an association, partnership, trust or estate, a duly designated agent thereof. The directors shall hold office until their successors have been elected.

3. Powers. The business of the Association shall be managed by the Executive Board which shall have and may exercise all the powers of the Association, except those powers reserved to members by the Act or by these By-Laws. The Board shall have the power to engage a managing agent for the Premises and to fix the term, compensation and authority of the manager or managing agent. 4. Meetings of Directors.

Meetings of the Executive Board may be held any time and place upon call by the President or by a majority of the Directors, reasonable notice (except in emergencies, said notice shall be a minimum of two weeks) thereof being given to each Director. Notice that a meeting has been called may be given by any of the Officers or Directors. Notice of any meeting of the Executive Board may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice.



5. **Quorum & Voting.** A majority of the Directors then in office shall constitute a quorum. A majority of less than a quorum may, from time to time, postpone to a new time or place any meeting and the adjourned meeting may be held without further notice. Attendance for purposes of a quorum may be telephonic.
6. **Action by Consent.** Any action required or permitted to be taken at any meeting of the Executive Board may be taken without a meeting if a written consent thereto is signed by all of the directors. Such written consent shall be filed with the records of the meetings of the Executive Board. Such consent shall be treated as a vote of the Executive Board for all purposes.
7. **Vacancies.** A vacancy in the Executive Board shall be filled by the members by the election of a successor to hold office for the unexpired term of the Director whose place is vacant and until his successor is elected.
8. **Removal.** A Director may be removed from office a vote of seventy-five percent (75%) of the members present and entitled to vote in the election of Directors. A Director may be removed for cause by a majority vote of all Directors then in office.
9. **Compensation.** The Directors shall receive no compensation for their services unless expressly provided in a resolution adopted by the majority of the members of the Association. The Officers shall be reimbursed for out of pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Association.
10. **Delegation to Managing Agent.** The Executive Board may delegate to a managing agent all of the powers of the Board, except the responsibility of preparing the annual budget and any supplemental budgets and any powers requiring approval of any specified percentage of members.

#### ARTICLE V: Officers

1. **Designation & Qualification.** The officers of the Association shall consist of a President, Treasurer, and a Secretary/Clerk and such other officers as the Executive Board may elect. The President and Treasurer shall be members, or in the case of a Unit owner which is an association, partnership, trust or other entity, a duly designated agent thereof. The Secretary/Clerk need not be a member, but shall be a resident of Maine.
2. **Election and Term.** All officers shall be elected by the Executive Board at its first meeting following the annual meeting of the members and shall hold office until the first meeting of the Executive Board following the next annual meeting of members and until their successors are elected.
3. **President.** The President shall be a Director and shall be the chief executive

officer of the Association. The President shall have general supervision and control of the business of the Association subject to the direction of the Executive Board and shall also have such other powers and duties as the Executive Board may decide. The President shall preside at all meetings of the members and at all meetings of the Executive Board. If the President is absent from any meeting of the members or Executive Board, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

4. Treasurer. The Treasurer shall have, subject to the direction of the Executive Board, general charge of the financial affairs of the Association and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a Unit. He shall render to the President and Directors a statement of the accounts of his transactions as Treasurer and of the financial condition of the Association. He shall also issue, or cause to be issued, Resale Certificates to Unit owners within ten (10) days of receipt of such a request. The Association may charge a fee, to be determined by the Executive Board, for issuance of a Resale Certificate.

5. Secretary. The Secretary shall record the proceedings of all meetings of the members and of the Executive Board in books kept for that purpose. Record books of all meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a Unit. The Secretary shall also keep the membership transfer books of the Association. He shall notify members and the directors of all meetings in accordance with the By-Laws. If the Secretary is absent from any meeting of the members or the Executive Board, a temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

6. Vacancies. A vacancy in any office may be filled by the Executive Board by the election of a successor to hold the office for the unexpired term of the officer whose place is vacant and until his successor is chosen and qualified.

7. Removal. All officers may be removed from their respective offices by the Executive Board.

8. Resignation. Any officer may at any time resign his office by a resignation in writing delivered to the Association at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

9. Compensation. The officers shall receive no compensation for their services unless expressly provided in a resolution adopted by the majority of the members of the Association. The officers shall be reimbursed for out of pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Association.



ARTICLE VI: Assessments

1. Budget. The Executive Board shall cause to be prepared an estimated budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, and other common expenses. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for condominium expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

The estimated annual budget for each fiscal year shall be approved by the Executive Board, and copies thereof shall be furnished to each member and eligible mortgage holder within thirty (30) days of adoption, and in any event not later than 90 days after the beginning of such year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting a majority of all Unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the case of Units with multiple ownership, each Unit shall have only one (1) vote. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Executive Board.

1.2 Limited Common Element Assessments. Each Building Committee established pursuant to Section 8.1.2 and 9.1.1 of the Declaration shall meet at least once annually to cause to be prepared an estimated budget, assessments, and payment schedules for its Unit Owners, for expenses associated with the maintenance, repair, upkeep and insurance of its shared Limited Common Elements. Each Building Committee shall submit its recommended annual budget and assessments to the Executive Board, together with evidence of its authorization therefor, on or before the date set by the Executive Board for ratification of the Association's budget. The Executive Board shall act ministerially to adopt the budget and assessments recommended by each Building Committee, subject to the conditions set forth in Section 8.1.2. of the Declaration. Special Meetings may be called or action by consent may be taken by any of the Building Committees established, in accordance with the procedures set forth for the Association hereinabove. The Association shall establish a separate operating account for each Building Committee. The Association shall be responsible for the collection and enforcement of Limited Common Element Assessments as set forth in Article VIII of the Declaration.

2. Payment of Assessments. Each Unit Owner shall pay to the Association, or its authorized representative, on the first day of each month, or on such other date or

schedule that the Association may determine in writing, one twelfth (1/12) of its annual Common Expense Liability and one twelfth (1/12) of its annual Limited Common Expense Liability. Such proportionate share for each Unit Owner shall be determined in accordance with his respective interest in the common areas and facilities, as set forth in the Declaration. No member shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his Unit or the common areas and facilities.

3. **Statements.** Within ninety (90) days after the end of each fiscal year, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as he may deem desirable.

4. **Separate Accounts.** The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his account from time to time.

5. **Additional Assessments.** In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Executive Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for ratification in the same manner as the budget. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

6. **Common Expenses.** It shall be the duty of every member to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the common areas and facilities and to pay expenses for maintenance, repair and replacement of limited common elements. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Association, costs and reasonable attorney's fees shall constitute a lien on such Unit. The Association shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the Declaration, and these By-Laws, or otherwise available at law or in equity for the collection of all unpaid assessments.

7. **Budget Expenses.** The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the Association for work and expenses provided for in the Budget and to make payment therefore from the funds of the Association.

8. **Expenses Assessed Subsequent to Conveyance of Unit.** A member may not exempt himself from liability for his shares of common expenses subsequently to be

assessed by a conveyance of his Unit to the Association, except by approval of all of the other members and their first mortgagees.

9. Availability of Documents. The Association is required to make available to Unit owners, lenders, and the holders, insurers and guarantors of the first mortgage on any Unit current copies of the Declaration, By-Laws, and other rules governing the condominium and other books, records, financial statements of the Association. In addition thereto, the Association shall also make available to prospective purchasers current copies of the Declaration, By-Laws, rules and regulations governing the condominium, if any, and the most recent annual audited financial statement, if such is prepared. The Association may impose a reasonable charge for copies.

#### ARTICLE VII: Amendments

1. Amendment of By-Laws. These By-Laws may be amended or modified from time to time by action or approval of seventy-five percent (75%) of the members, except that no amendment may violate the provisions of the Maine Condominium Act.

2. Amendment of Declaration. The Declaration may be amended in accordance with the terms thereof. The President and/or Treasurer shall execute a certificate setting forth the text of the amendment, which certificate shall be recorded in the Cumberland County Registry of Deeds. Following the recordation of four certificates of amendment, the next amendment shall be evidenced by recordation of a complete revised Declaration.

# SME

*Sevee & Maher Engineers, Inc.*

*Waste Management and Hydrogeologic Consultants*

April 25, 2006

04019

060412city\_portl.doc

Ms. Sarah Greene Hopkins  
Development Review Program Manager  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Subject: Rainmaker Business Park – Amended Site Plan  
585 Riverside Street, Portland, Maine

Dear Ms. Hopkins:

On behalf of B&L Partners, LLC, Sevee & Maher Engineers, Inc. (SME) is submitting the attached Amended Site Plan for Rainmaker Business Park. The amendment involves constructing a gravel parking area adjacent to Building No. 1. Rainmaker Irrigation has relocated from Bishop Street to Building No. 1. The parking area is needed for Rainmaker's equipment and trucks.

The submittal includes:

- Application Form
- Amended Site Plan
- Revised Grading Plan
- Stormwater Management Plan Update
- MEDEP Wetland Alteration Permit
- ACOE General Permit

Should you have any questions or require further information please do not hesitate to call or email me at [pjd@smemaine.com](mailto:pjd@smemaine.com).

Sincerely,

SEVEE & MAHER ENGINEERS, INC.



Peter J. Dalfonso, P.E.  
Project Engineer

Attachments

cc: Will Boyle



# City of Portland Site Plan Application

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

<b>Address of Proposed Development: 385 Riverside Street</b>		<b>Zone: IM</b>
<b>Total Square Footage of Proposed Structures:</b>		<b>Square Footage of Lot: 197,000 +/-</b>
<b>Tax Assessor's Chart, Block &amp; Lot:</b> Chart# 306    Block# B006    Lot# 001 312                B                4		<b>Property owner's mailing address:</b> c/o Rainmaker 70 Bishop Street Portland, ME 04103
<b>Telephone #: 797-4764</b>		
<b>Applicant's Consultant</b>  <b>Sevee &amp; Maher Engineers, Inc.</b> 4 Blanchard Road Cumberland, ME 04021 207-829-5016 Peter J. Dalfonso, P.E.		<b>Applicant's name, mailing address, telephone #/Fax#/Pager#:</b>  <b>B &amp; L Partners, LLC</b> c/o Rainmaker, Inc. 70 Bishop Street Portland, ME 04103 207-797-4764 (phone) 207-878-2652 (fax)
		<b>Project Name:</b>  <b>Rainmaker Business Park</b>
<p align="center"><b>Proposed Development (check all that apply)</b></p> <input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Office <input type="checkbox"/> Retail <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input checked="" type="checkbox"/> Parking lot <input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ <input type="checkbox"/> Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot _____) <input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Stormwater Quality (\$250.00) <input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot) <input type="checkbox"/> Other _____		
<p><b>Major Development (more than 10,000 sq. ft.)</b></p> <input type="checkbox"/> Under 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000.00) <input type="checkbox"/> Parking Lots over 100 spaces (\$1,000.00) <input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000.00) <input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000.00) <input type="checkbox"/> Over 300,000 sq. ft. (\$5,000.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)		
<p><b>Minor Site Plan Review</b></p> <input type="checkbox"/> Less than 10,000 sq. ft. (\$400.00) (Less than 20,000 in zone) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)		
<p><b>Plan Amendments</b></p> <input checked="" type="checkbox"/> Planning Staff Review (\$250.00) <input type="checkbox"/> Planning Board Review (\$500.00)		
<p>- Please see next page -</p>		

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

Will Boyle 207-797-4764  
B & L Partners, LLC c/o Rainmaker, Inc.  
70 Bishop Street, Portland, ME 04103

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

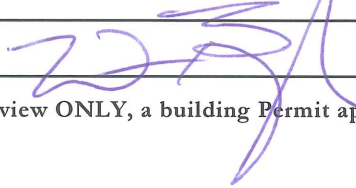
**Amendment to Plans:** Amendment applications should include 6 separate packets of the above (a, b, & c)

**ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM**

**Section 14-522 of the Zoning Ordinance outlines the process; copies are available at the counter at .50 per page (8.5 x11) you may also visit the web site: [ci.portland.me.us](http://ci.portland.me.us) chapter 14**

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

Signature of applicant:



Date:

5/3/06

This application is for site review **ONLY**, a building Permit application and associated fees will be required prior to construction.

## Development in Portland

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances: application fee; engineering fee; and inspection fee. Performance and defect guarantees are also required by ordinance to cover all site work proposed.

The **Application Fee** covers general planning and administrative processing costs, and is paid at the time of application.

The Planning Division is required to send notices to neighbors upon receipt of an application and prior to public meetings. The applicant will be billed for mailing and advertisement costs. Applicants for development will be charged an **Engineering Review Fee**. This fee is charged by the Planning Division for review of on-site improvements of a civil engineering nature, such as storm water management as well as the engineering analysis of related improvements within the public right-of-way, such as public streets and utility connections, as assessed by the Department of Public Works. The Engineering Review fee must be paid before a building permit can be issued. Monthly invoices are sent out by the Planning Division on a monthly basis to cover engineering costs.

A **Performance Guarantee** will be required following approval of development plans. This guarantee covers all required improvements within the public right-of-way, plus certain site improvements such as landscaping, paving, and drainage improvements. The Planning Division will provide a cost estimate form for figuring the amount of the performance guarantee, as well as sample form letters to be filled out by a financial institution.

An **Inspection Fee** must also be submitted to cover inspections to ensure that sites are developed in accordance with the approved plan. The inspection fee is 2.0% of the performance guarantee amount, or as assessed by the planning or public works engineer. The minimum inspection fee is \$300 for development, unless no site improvements are proposed. Public Works inspects work within the City right-of-way and Planning inspects work within the site including pipe-laying and connections. (The contractor must work with inspectors to coordinate timely inspections, and should provide adequate notice before inspections, especially in the case of final inspection.)

Upon completion of a development project, the performance guarantee is released, and a **Defect Guarantee** in the amount of 10% of the performance guarantee must be provided. The Defect Guarantee will be released after a year.

Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices. All fees shall be paid prior to the issuance of any building permit.

For more information on the fees or review process, please call the Planning Division at 874-8719 or 874-8721.



April 25, 2006

04019  
060412sh.doc

Ms. Sarah Greene Hopkins  
Development Review Program Manager  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Subject: Rainmaker Business Park, 585 Riverside Street  
Stormwater Management Plan Update

Dear Ms. Hopkins:

The following information is provided as an amendment to the Stormwater Management Plan for Rainmaker Business Park, as approved August 2004, and amended in November 2005. This amendment is provided due to the proposed addition of 11,000± square feet gravel equipment parking area.

### SITE WATERSHEDS

This revision to the approved site plan will have minimal effect on the proposed runoff.

The tables below are a summary of the runoff conditions in the pre-development condition, approved-to-date condition, and the proposed condition (post-development amended).

**TABLE 1**  
**STORMWATER RUNOFF SUMMARY**

Analysis Point	Subcatchment	Area (ac)	CN	Tc	PRE-DEVELOPMENT		
					Peak Flow (cfs)		
					2-yr	10-yr	25-yr
1	SC-1	0.417	91	2.6	1.66	2.85	3.40
2	SC-2	1.182	92	3.5	4.72	7.98	9.50
3	SC-3	1.831	84	26.9	2.57	5.09	6.32
4	SC-4	6.77	79	47.6	4.87	10.83	13.84
5	SC-5	2.03	77	24.6	0.2	0.47	0.61

POST-DEVELOPMENT (APPROVED TO DATE)							
Analysis Point	Subcatchment	Area (ac)	CN	Tc	Peak Flow (cfs)		
					2-yr	10-yr	25-yr
1	SC-1	0.396	90	2.6	1.53	2.66	3.18
2	SC-2	1.081	94	3.2	4.62	7.59	8.98
3	SC-3	0.554	81	3.7	1.42	2.89	3.60
	SC-4A	2.313	90	23.2	4.65	8.25	9.94
	SC-4B	5.89	81	47.6	4.76	10.12	12.80
4	Link AP4				5.61	11.23	14.01
5	SC-5	2.03	77	24.6	0.2	0.47	0.61

POST-DEVELOPMENT (AMENDED)							
Analysis Point	Subcatchment	Area (ac)	CN	Tc	Peak Flow (cfs)		
					2-yr	10-yr	25-yr
1	SC-1	0.396	90	2.6	1.53	2.66	3.18
2	SC-2	1.7	94	3.2	5.0	8.22	9.72
3	SC-3	0.382	88	3.0	1.36	2.43	2.94
	SC-4A	2.396	90	23.2	4.82	8.55	10.30
	SC-4B	5.89	81	47.6	4.76	10.12	12.80
4	Link AP4				5.63	11.25	14.03
5	SC-5	2.03	77	24.6	0.2	0.47	0.61

Runoff intensity is not significantly increased in the amended post-development condition. Runoff rates are slightly higher for Subcatchment 2; however, rates are significantly lower for Subcatchment 3, and these converged just off-site with a resultant runoff less than the pre-developed condition.

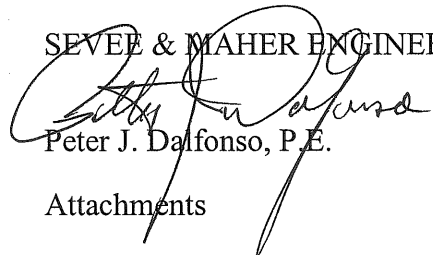
### STORMWATER TREATMENT

The required total suspended solids removal for the site is 59 percent. As originally approved the treatment provided was 58.33 percent or slightly less than required. With the proposed revision a higher percentage of impervious surface goes to the Vortech tanks which results in a slight increase in TSS removal percentage to 60 percent. Attached are the supporting HydroCAD calculations and worksheets for TSS removal.

Should you have any questions or require further information, please call.

Sincerely,

SEVEE & MAHER ENGINEERS, INC.

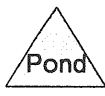
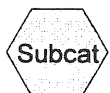
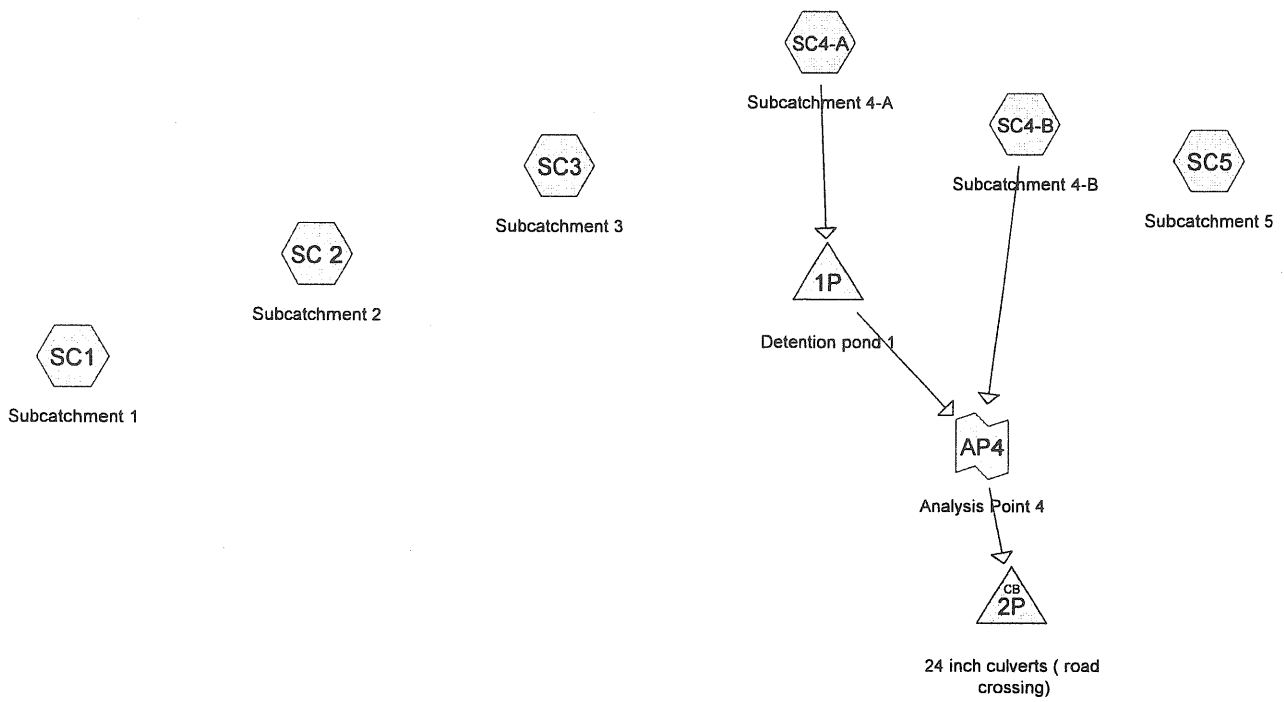


Peter J. Dalfonso, P.E.

Attachments

cc: Will Boyle





**Drainage Diagram for Rainmaker Business Park Post Developed Revision #3**  
 Prepared by Sevee & Maher Engineers, Inc. 4/24/2006  
 HydroCAD® 7.10 s/n 001260 © 2005 HydroCAD Software Solutions LLC

**Rainmaker Business Park Post Developed Revision #3** Type II 24-hr 2 year Rainfall=3.00"

Prepared by Sevee & Maher Engineers, Inc.

Page 2

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4/24/2006

Time span=0.00-72.00 hrs, dt=0.01 hrs, 7201 points

Runoff by SCS TR-20 method, UH=SCS

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

**Subcatchment SC 2: Subcatchment 2**

Runoff Area=1.170 ac Runoff Depth=2.35"  
Flow Length=300' Tc=3.2 min CN=94 Runoff=5.00 cfs 0.229 af

**Subcatchment SC1: Subcatchment 1**

Runoff Area=0.396 ac Runoff Depth=1.98"  
Flow Length=250' Tc=2.6 min CN=90 Runoff=1.53 cfs 0.065 af

**Subcatchment SC3: Subcatchment 3**

Runoff Area=0.382 ac Runoff Depth=1.82"  
Flow Length=140' Tc=3.0 min CN=88 Runoff=1.36 cfs 0.058 af

**Subcatchment SC4-A: Subcatchment 4-A**

Runoff Area=2.396 ac Runoff Depth=1.98"  
Flow Length=660' Tc=23.2 min CN=90 Runoff=4.82 cfs 0.396 af

**Subcatchment SC4-B: Subcatchment 4-B**

Runoff Area=5.890 ac Runoff Depth=1.31"  
Flow Length=695' Tc=47.6 min CN=81 Runoff=4.76 cfs 0.645 af

**Subcatchment SC5: Subcatchment 5**

Runoff Area=0.203 ac Runoff Depth=1.07"  
Flow Length=90' Tc=24.6 min CN=77 Runoff=0.20 cfs 0.018 af

**Pond 1P: Detention pond 1**

Peak Elev=69.05' Storage=0.189 af Inflow=4.82 cfs 0.396 af  
Outflow=0.88 cfs 0.382 af

**Pond 2P: 24 inch culverts ( road crossing)**

Peak Elev=67.54' Inflow=5.63 cfs 1.027 af  
Outflow=5.63 cfs 1.027 af

**Link AP4: Analysis Point 4**

Inflow=5.63 cfs 1.027 af  
Primary=5.63 cfs 1.027 af

**Total Runoff Area = 10.437 ac Runoff Volume = 1.411 af Average Runoff Depth = 1.62"**

**Subcatchment SC 2: Subcatchment 2**

Runoff = 5.00 cfs @ 11.94 hrs, Volume= 0.229 af, Depth= 2.35"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 2 year Rainfall=3.00"

Area (ac)	CN	Description
0.902	98	Paved parking & roofs
0.268	80	>75% Grass cover, Good, HSG D
1.170	94	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.2	80	0.0150	1.1		<b>Sheet Flow, Segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
1.1	100	0.0250	1.5		<b>Sheet Flow, segment b-c</b> Smooth surfaces n= 0.011 P2= 3.00"
0.9	120	0.0200	2.1		<b>Shallow Concentrated Flow, segment c-d</b> Grassed Waterway Kv= 15.0 fps
3.2	300	Total			

**Subcatchment SC1: Subcatchment 1**

Runoff = 1.53 cfs @ 11.93 hrs, Volume= 0.065 af, Depth= 1.98"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 2 year Rainfall=3.00"

Area (ac)	CN	Description
0.179	80	>75% Grass cover, Good, HSG D
0.217	98	Paved parking & roofs
0.396	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.4	120	0.0200	1.4		<b>Sheet Flow, segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
1.2	130	0.0150	1.8		<b>Shallow Concentrated Flow, segment B_C</b> Grassed Waterway Kv= 15.0 fps
2.6	250	Total			

**Subcatchment SC3: Subcatchment 3**

Runoff = 1.36 cfs @ 11.94 hrs, Volume= 0.058 af, Depth= 1.82"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 2 year Rainfall=3.00"

**Rainmaker Business Park Post Developed Revision #3** Type II 24-hr 2 year Rainfall=3.00"

Prepared by Sevee & Maher Engineers, Inc.

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4/24/2006

Area (ac)	CN	Description
0.126	77	Woods, Good, HSG D
0.196	98	Paved parking & roofs
0.060	80	>75% Grass cover, Good, HSG D
0.382	88	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.4	40	0.0500	1.6		<b>Sheet Flow, segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
0.9	50	0.0100	0.9		<b>Sheet Flow, Segment b-c</b> Smooth surfaces n= 0.011 P2= 3.00"
1.7	50	0.0100	0.5		<b>Shallow Concentrated Flow, Segment c-d</b> Woodland Kv= 5.0 fps
3.0	140	Total			

**Subcatchment SC4-A: Subcatchment 4-A**

Runoff = 4.82 cfs @ 12.16 hrs, Volume= 0.396 af, Depth= 1.98"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 2 year Rainfall=3.00"

Area (ac)	CN	Description
1.081	80	>75% Grass cover, Good, HSG D
1.315	98	Paved parking & roofs
2.396	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.6	130	0.0250	0.1		<b>Sheet Flow, segment a-b</b> Grass: Dense n= 0.240 P2= 3.00"
6.6	530	0.0080	1.3		<b>Shallow Concentrated Flow, segment b-c</b> Grassed Waterway Kv= 15.0 fps
23.2	660	Total			

**Subcatchment SC4-B: Subcatchment 4-B**

Runoff = 4.76 cfs @ 12.48 hrs, Volume= 0.645 af, Depth= 1.31"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 2 year Rainfall=3.00"

Area (ac)	CN	Description
5.380	79	Woods, Fair, HSG D
0.510	98	Paved parking & roofs
5.890	81	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.7	135	0.0230	0.1		<b>Sheet Flow, Segment A_b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"
20.9	560	0.0080	0.4		<b>Shallow Concentrated Flow, Segment B-C</b>
					Woodland Kv= 5.0 fps
47.6	695	Total			

**Subcatchment SC5: Subcatchment 5**

Runoff = 0.20 cfs @ 12.19 hrs, Volume= 0.018 af, Depth= 1.07"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 2 year Rainfall=3.00"

Area (ac)	CN	Description
0.203	77	Woods, Good, HSG D

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
24.6	90	0.0125	0.1		<b>Sheet Flow, segment a-b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"

**Pond 1P: Detention pond 1**

Inflow Area = 2.396 ac, Inflow Depth = 1.98" for 2 year event  
 Inflow = 4.82 cfs @ 12.16 hrs, Volume= 0.396 af  
 Outflow = 0.88 cfs @ 12.74 hrs, Volume= 0.382 af, Atten= 82%, Lag= 34.8 min  
 Primary = 0.88 cfs @ 12.74 hrs, Volume= 0.382 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Peak Elev= 69.05' @ 12.74 hrs Surf.Area= 0.217 ac Storage= 0.189 af  
 Plug-Flow detention time= 157.6 min calculated for 0.382 af (96% of inflow)  
 Center-of-Mass det. time= 136.8 min ( 959.1 - 822.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	68.00'	0.443 af	<b>Custom Stage Data (Prismatic) Listed below</b>

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
68.00	0.138	0.000	0.000
69.00	0.211	0.174	0.174
70.00	0.326	0.269	0.443

Device	Routing	Invert	Outlet Devices
#1	Primary	68.08'	<b>vortechincs tank</b> Head (feet) 0.00 0.25 0.50 0.75 1.00 1.25 1.50 1.75 1.92 Disch. (cfs) 0.000 0.250 0.570 0.750 0.900 1.020 1.130 1.240 1.300
#2	Primary	69.90'	<b>5.0' long (Profile 1) Broad-Crested Rectangular Weir</b>

Head (feet) 0.49 0.98 1.48  
 Coef. (English) 2.92 3.37 3.59

**Primary OutFlow** Max=0.88 cfs @ 12.74 hrs HW=69.05' TW=68.10' (Fixed TW Elev= 68.10')

- └1=vortechinics tank (Custom Controls 0.88 cfs)
- └2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)

**Pond 2P: 24 inch culverts ( road crossing)**

Inflow Area = 8.286 ac, Inflow Depth = 1.49" for 2 year event  
 Inflow = 5.63 cfs @ 12.48 hrs, Volume= 1.027 af  
 Outflow = 5.63 cfs @ 12.48 hrs, Volume= 1.027 af, Atten= 0%, Lag= 0.0 min  
 Primary = 5.63 cfs @ 12.48 hrs, Volume= 1.027 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Peak Elev= 67.54' @ 12.48 hrs  
 Plug-Flow detention time= 0.0 min calculated for 1.027 af (100% of inflow)  
 Center-of-Mass det. time= 0.0 min ( 908.3 - 908.3 )

Device	Routing	Invert	Outlet Devices
#1	Primary	66.70'	<b>24.0" x 30.0' long 24 in Culvert</b> CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 66.50' S= 0.0067 '/ Cc= 0.900 n= 0.012
#2	Primary	66.70'	<b>24.0" x 30.0' long 24 in Culvert</b> CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 66.50' S= 0.0067 '/ Cc= 0.900 n= 0.012

**Primary OutFlow** Max=5.63 cfs @ 12.48 hrs HW=67.54' (Free Discharge)

- └1=24 in Culvert (Barrel Controls 2.81 cfs @ 3.3 fps)
- └2=24 in Culvert (Barrel Controls 2.81 cfs @ 3.3 fps)

**Link AP4: Analysis Point 4**

Inflow Area = 8.286 ac, Inflow Depth = 1.49" for 2 year event  
 Inflow = 5.63 cfs @ 12.48 hrs, Volume= 1.027 af  
 Primary = 5.63 cfs @ 12.48 hrs, Volume= 1.027 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs

Time span=0.00-72.00 hrs, dt=0.01 hrs, 7201 points  
Runoff by SCS TR-20 method, UH=SCS  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment SC 2: Subcatchment 2</b>	Runoff Area=1.170 ac Runoff Depth=4.01" Flow Length=300' Tc=3.2 min CN=94 Runoff=8.22 cfs 0.391 af
<b>Subcatchment SC1: Subcatchment 1</b>	Runoff Area=0.396 ac Runoff Depth=3.59" Flow Length=250' Tc=2.6 min CN=90 Runoff=2.66 cfs 0.118 af
<b>Subcatchment SC3: Subcatchment 3</b>	Runoff Area=0.382 ac Runoff Depth=3.38" Flow Length=140' Tc=3.0 min CN=88 Runoff=2.43 cfs 0.108 af
<b>Subcatchment SC4-A: Subcatchment 4-A</b>	Runoff Area=2.396 ac Runoff Depth=3.59" Flow Length=660' Tc=23.2 min CN=90 Runoff=8.55 cfs 0.716 af
<b>Subcatchment SC4-B: Subcatchment 4-B</b>	Runoff Area=5.890 ac Runoff Depth=2.72" Flow Length=695' Tc=47.6 min CN=81 Runoff=10.12 cfs 1.336 af
<b>Subcatchment SC5: Subcatchment 5</b>	Runoff Area=0.203 ac Runoff Depth=2.37" Flow Length=90' Tc=24.6 min CN=77 Runoff=0.47 cfs 0.040 af
<b>Pond 1P: Detention pond 1</b>	Peak Elev=69.69' Storage=0.359 af Inflow=8.55 cfs 0.716 af Outflow=1.18 cfs 0.702 af
<b>Pond 2P: 24 inch culverts ( road crossing)</b>	Peak Elev=67.96' Inflow=11.25 cfs 2.038 af Outflow=11.25 cfs 2.038 af
<b>Link AP4: Analysis Point 4</b>	Inflow=11.25 cfs 2.038 af Primary=11.25 cfs 2.038 af
<b>Total Runoff Area = 10.437 ac Runoff Volume = 2.710 af Average Runoff Depth = 3.12"</b>	

**Subcatchment SC 2: Subcatchment 2**

Runoff = 8.22 cfs @ 11.94 hrs, Volume= 0.391 af, Depth= 4.01"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 10year Rainfall=4.70"

Area (ac)	CN	Description
0.902	98	Paved parking & roofs
0.268	80	>75% Grass cover, Good, HSG D
1.170	94	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.2	80	0.0150	1.1		<b>Sheet Flow, Segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
1.1	100	0.0250	1.5		<b>Sheet Flow, segment b-c</b> Smooth surfaces n= 0.011 P2= 3.00"
0.9	120	0.0200	2.1		<b>Shallow Concentrated Flow, segment c-d</b> Grassed Waterway Kv= 15.0 fps
3.2	300	Total			

**Subcatchment SC1: Subcatchment 1**

Runoff = 2.66 cfs @ 11.93 hrs, Volume= 0.118 af, Depth= 3.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 10year Rainfall=4.70"

Area (ac)	CN	Description
0.179	80	>75% Grass cover, Good, HSG D
0.217	98	Paved parking & roofs
0.396	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.4	120	0.0200	1.4		<b>Sheet Flow, segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
1.2	130	0.0150	1.8		<b>Shallow Concentrated Flow, segment B_C</b> Grassed Waterway Kv= 15.0 fps
2.6	250	Total			

**Subcatchment SC3: Subcatchment 3**

Runoff = 2.43 cfs @ 11.94 hrs, Volume= 0.108 af, Depth= 3.38"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 10year Rainfall=4.70"



**Rainmaker Business Park Post Developed Revision #3 Type II 24-hr 10year Rainfall=4.70"**

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Area (ac)	CN	Description
0.126	77	Woods, Good, HSG D
0.196	98	Paved parking & roofs
0.060	80	>75% Grass cover, Good, HSG D
0.382	88	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.4	40	0.0500	1.6		<b>Sheet Flow, segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
0.9	50	0.0100	0.9		<b>Sheet Flow, Segment b-c</b> Smooth surfaces n= 0.011 P2= 3.00"
1.7	50	0.0100	0.5		<b>Shallow Concentrated Flow, Segment c-d</b> Woodland Kv= 5.0 fps
3.0	140	Total			

**Subcatchment SC4-A: Subcatchment 4-A**

Runoff = 8.55 cfs @ 12.15 hrs, Volume= 0.716 af, Depth= 3.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10year Rainfall=4.70"

Area (ac)	CN	Description
1.081	80	>75% Grass cover, Good, HSG D
1.315	98	Paved parking & roofs
2.396	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.6	130	0.0250	0.1		<b>Sheet Flow, segment a-b</b> Grass: Dense n= 0.240 P2= 3.00"
6.6	530	0.0080	1.3		<b>Shallow Concentrated Flow, segment b-c</b> Grassed Waterway Kv= 15.0 fps
23.2	660	Total			

**Subcatchment SC4-B: Subcatchment 4-B**

Runoff = 10.12 cfs @ 12.44 hrs, Volume= 1.336 af, Depth= 2.72"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10year Rainfall=4.70"

Area (ac)	CN	Description
5.380	79	Woods, Fair, HSG D
0.510	98	Paved parking & roofs
5.890	81	Weighted Average

**Rainmaker Business Park Post Developed Revision #3 Type II 24-hr 10year Rainfall=4.70"**

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.7	135	0.0230	0.1		<b>Sheet Flow, Segment A_b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"
20.9	560	0.0080	0.4		<b>Shallow Concentrated Flow, Segment B-C</b>
					Woodland Kv= 5.0 fps
47.6	695	Total			

**Subcatchment SC5: Subcatchment 5**

Runoff = 0.47 cfs @ 12.18 hrs, Volume= 0.040 af, Depth= 2.37"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 10year Rainfall=4.70"

Area (ac)	CN	Description
0.203	77	Woods, Good, HSG D

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
24.6	90	0.0125	0.1		<b>Sheet Flow, segment a-b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"

**Pond 1P: Detention pond 1**

Inflow Area = 2.396 ac, Inflow Depth = 3.59" for 10year event  
 Inflow = 8.55 cfs @ 12.15 hrs, Volume= 0.716 af  
 Outflow = 1.18 cfs @ 12.85 hrs, Volume= 0.702 af, Atten= 86%, Lag= 42.2 min  
 Primary = 1.18 cfs @ 12.85 hrs, Volume= 0.702 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Peak Elev= 69.69' @ 12.85 hrs Surf.Area= 0.290 ac Storage= 0.359 af  
 Plug-Flow detention time= 177.6 min calculated for 0.702 af (98% of inflow)  
 Center-of-Mass det. time= 165.3 min ( 970.9 - 805.6 )

Volume	Invert	Avail.Storage	Storage Description
#1	68.00'	0.443 af	<b>Custom Stage Data (Prismatic) Listed below</b>

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
68.00	0.138	0.000	0.000
69.00	0.211	0.174	0.174
70.00	0.326	0.269	0.443

Device	Routing	Invert	Outlet Devices
#1	Primary	68.08'	<b>vortechnics tank</b> Head (feet) 0.00 0.25 0.50 0.75 1.00 1.25 1.50 1.75 1.92 Disch. (cfs) 0.000 0.250 0.570 0.750 0.900 1.020 1.130 1.240 1.300
#2	Primary	69.90'	<b>5.0' long (Profile 1) Broad-Crested Rectangular Weir</b>

Head (feet) 0.49 0.98 1.48  
 Coef. (English) 2.92 3.37 3.59

**Primary OutFlow** Max=1.18 cfs @ 12.85 hrs HW=69.69' TW=68.10' (Fixed TW Elev= 68.10')

- └1=vortechinics tank (Custom Controls 1.18 cfs)
- └2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)

**Pond 2P: 24 inch culverts ( road crossing)**

Inflow Area = 8.286 ac, Inflow Depth = 2.95" for 10year event  
 Inflow = 11.25 cfs @ 12.44 hrs, Volume= 2.038 af  
 Outflow = 11.25 cfs @ 12.44 hrs, Volume= 2.038 af, Atten= 0%, Lag= 0.0 min  
 Primary = 11.25 cfs @ 12.44 hrs, Volume= 2.038 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Peak Elev= 67.96' @ 12.44 hrs  
 Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= (not calculated: outflow precedes inflow)

Device	Routing	Invert	Outlet Devices
#1	Primary	66.70'	<b>24.0" x 30.0' long 24 in Culvert</b> CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 66.50' S= 0.0067 '/ Cc= 0.900 n= 0.012
#2	Primary	66.70'	<b>24.0" x 30.0' long 24 in Culvert</b> CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 66.50' S= 0.0067 '/ Cc= 0.900 n= 0.012

**Primary OutFlow** Max=11.25 cfs @ 12.44 hrs HW=67.96' (Free Discharge)

- └1=24 in Culvert (Barrel Controls 5.62 cfs @ 3.9 fps)
- └2=24 in Culvert (Barrel Controls 5.62 cfs @ 3.9 fps)

**Link AP4: Analysis Point 4**

Inflow Area = 8.286 ac, Inflow Depth = 2.95" for 10year event  
 Inflow = 11.25 cfs @ 12.44 hrs, Volume= 2.038 af  
 Primary = 11.25 cfs @ 12.44 hrs, Volume= 2.038 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs

Time span=0.00-72.00 hrs, dt=0.01 hrs, 7201 points  
Runoff by SCS TR-20 method, UH=SCS  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment SC 2: Subcatchment 2</b>	Runoff Area=1.170 ac Runoff Depth=4.80" Flow Length=300' Tc=3.2 min CN=94 Runoff=9.72 cfs 0.468 af
<b>Subcatchment SC1: Subcatchment 1</b>	Runoff Area=0.396 ac Runoff Depth=4.36" Flow Length=250' Tc=2.6 min CN=90 Runoff=3.18 cfs 0.144 af
<b>Subcatchment SC3: Subcatchment 3</b>	Runoff Area=0.382 ac Runoff Depth=4.15" Flow Length=140' Tc=3.0 min CN=88 Runoff=2.94 cfs 0.132 af
<b>Subcatchment SC4-A: Subcatchment 4-A</b>	Runoff Area=2.396 ac Runoff Depth=4.36" Flow Length=660' Tc=23.2 min CN=90 Runoff=10.30 cfs 0.871 af
<b>Subcatchment SC4-B: Subcatchment 4-B</b>	Runoff Area=5.890 ac Runoff Depth=3.43" Flow Length=695' Tc=47.6 min CN=81 Runoff=12.80 cfs 1.684 af
<b>Subcatchment SC5: Subcatchment 5</b>	Runoff Area=0.203 ac Runoff Depth=3.05" Flow Length=90' Tc=24.6 min CN=77 Runoff=0.61 cfs 0.052 af
<b>Pond 1P: Detention pond 1</b>	Peak Elev=69.97' Storage=0.436 af Inflow=10.30 cfs 0.871 af Outflow=1.58 cfs 0.857 af
<b>Pond 2P: 24 inch culverts ( road crossing)</b>	Peak Elev=68.14' Inflow=14.03 cfs 2.541 af Outflow=14.03 cfs 2.541 af
<b>Link AP4: Analysis Point 4</b>	Inflow=14.03 cfs 2.541 af Primary=14.03 cfs 2.541 af
<b>Total Runoff Area = 10.437 ac Runoff Volume = 3.350 af Average Runoff Depth = 3.85"</b>	

**Subcatchment SC 2: Subcatchment 2**

Runoff = 9.72 cfs @ 11.94 hrs, Volume= 0.468 af, Depth= 4.80"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 25 year Rainfall=5.50"

Area (ac)	CN	Description
0.902	98	Paved parking & roofs
0.268	80	>75% Grass cover, Good, HSG D
1.170	94	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.2	80	0.0150	1.1		<b>Sheet Flow, Segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
1.1	100	0.0250	1.5		<b>Sheet Flow, segment b-c</b> Smooth surfaces n= 0.011 P2= 3.00"
0.9	120	0.0200	2.1		<b>Shallow Concentrated Flow, segment c-d</b> Grassed Waterway Kv= 15.0 fps
3.2	300	Total			

**Subcatchment SC1: Subcatchment 1**

Runoff = 3.18 cfs @ 11.93 hrs, Volume= 0.144 af, Depth= 4.36"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 25 year Rainfall=5.50"

Area (ac)	CN	Description
0.179	80	>75% Grass cover, Good, HSG D
0.217	98	Paved parking & roofs
0.396	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.4	120	0.0200	1.4		<b>Sheet Flow, segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
1.2	130	0.0150	1.8		<b>Shallow Concentrated Flow, segment B_C</b> Grassed Waterway Kv= 15.0 fps
2.6	250	Total			

**Subcatchment SC3: Subcatchment 3**

Runoff = 2.94 cfs @ 11.94 hrs, Volume= 0.132 af, Depth= 4.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Type II 24-hr 25 year Rainfall=5.50"

**Rainmaker Business Park Post Developed Revision # Type II 24-hr 25 year Rainfall=5.50"**

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Area (ac)	CN	Description
0.126	77	Woods, Good, HSG D
0.196	98	Paved parking & roofs
0.060	80	>75% Grass cover, Good, HSG D
0.382	88	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.4	40	0.0500	1.6		<b>Sheet Flow, segment a-b</b> Smooth surfaces n= 0.011 P2= 3.00"
0.9	50	0.0100	0.9		<b>Sheet Flow, Segment b-c</b> Smooth surfaces n= 0.011 P2= 3.00"
1.7	50	0.0100	0.5		<b>Shallow Concentrated Flow, Segment c-d</b> Woodland Kv= 5.0 fps
3.0	140	Total			

**Subcatchment SC4-A: Subcatchment 4-A**

Runoff = 10.30 cfs @ 12.15 hrs, Volume= 0.871 af, Depth= 4.36"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25 year Rainfall=5.50"

Area (ac)	CN	Description
1.081	80	>75% Grass cover, Good, HSG D
1.315	98	Paved parking & roofs
2.396	90	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.6	130	0.0250	0.1		<b>Sheet Flow, segment a-b</b> Grass: Dense n= 0.240 P2= 3.00"
6.6	530	0.0080	1.3		<b>Shallow Concentrated Flow, segment b-c</b> Grassed Waterway Kv= 15.0 fps
23.2	660	Total			

**Subcatchment SC4-B: Subcatchment 4-B**

Runoff = 12.80 cfs @ 12.43 hrs, Volume= 1.684 af, Depth= 3.43"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25 year Rainfall=5.50"

Area (ac)	CN	Description
5.380	79	Woods, Fair, HSG D
0.510	98	Paved parking & roofs
5.890	81	Weighted Average

**Rainmaker Business Park Post Developed Revision # Type II 24-hr 25 year Rainfall=5.50"**

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.7	135	0.0230	0.1		<b>Sheet Flow, Segment A_b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"
20.9	560	0.0080	0.4		<b>Shallow Concentrated Flow, Segment B-C</b>
					Woodland Kv= 5.0 fps
47.6	695	Total			

**Subcatchment SC5: Subcatchment 5**

Runoff = 0.61 cfs @ 12.17 hrs, Volume= 0.052 af, Depth= 3.05"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
Type II 24-hr 25 year Rainfall=5.50"

Area (ac)	CN	Description
0.203	77	Woods, Good, HSG D

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
24.6	90	0.0125	0.1		<b>Sheet Flow, segment a-b</b>
					Woods: Light underbrush n= 0.400 P2= 3.00"

**Pond 1P: Detention pond 1**

Inflow Area = 2.396 ac, Inflow Depth = 4.36" for 25 year event  
 Inflow = 10.30 cfs @ 12.15 hrs, Volume= 0.871 af  
 Outflow = 1.58 cfs @ 12.79 hrs, Volume= 0.857 af, Atten= 85%, Lag= 38.7 min  
 Primary = 1.58 cfs @ 12.79 hrs, Volume= 0.857 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Peak Elev= 69.97' @ 12.79 hrs Surf.Area= 0.323 ac Storage= 0.436 af  
 Plug-Flow detention time= 185.5 min calculated for 0.857 af (98% of inflow)  
 Center-of-Mass det. time= 175.2 min ( 975.4 - 800.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	68.00'	0.443 af	<b>Custom Stage Data (Prismatic) Listed below</b>

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
68.00	0.138	0.000	0.000
69.00	0.211	0.174	0.174
70.00	0.326	0.269	0.443

Device	Routing	Invert	Outlet Devices
#1	Primary	68.08'	<b>vortechinics tank</b> Head (feet) 0.00 0.25 0.50 0.75 1.00 1.25 1.50 1.75 1.92 Disch. (cfs) 0.000 0.250 0.570 0.750 0.900 1.020 1.130 1.240 1.300
#2	Primary	69.90'	<b>5.0' long (Profile 1) Broad-Crested Rectangular Weir</b>

Head (feet) 0.49 0.98 1.48  
 Coef. (English) 2.92 3.37 3.59

**Primary OutFlow** Max=1.57 cfs @ 12.79 hrs HW=69.97' TW=68.10' (Fixed TW Elev= 68.10')

- └1=vortechinics tank (Custom Controls 1.29 cfs)
- └2=Broad-Crested Rectangular Weir (Weir Controls 0.28 cfs @ 0.8 fps)

**Pond 2P: 24 inch culverts ( road crossing)**

Inflow Area = 8.286 ac, Inflow Depth = 3.68" for 25 year event  
 Inflow = 14.03 cfs @ 12.44 hrs, Volume= 2.541 af  
 Outflow = 14.03 cfs @ 12.44 hrs, Volume= 2.541 af, Atten= 0%, Lag= 0.0 min  
 Primary = 14.03 cfs @ 12.44 hrs, Volume= 2.541 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs  
 Peak Elev= 68.14' @ 12.44 hrs  
 Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= (not calculated: outflow precedes inflow)

Device	Routing	Invert	Outlet Devices
#1	Primary	66.70'	<b>24.0" x 30.0' long 24 in Culvert</b> CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 66.50' S= 0.0067 '/ Cc= 0.900 n= 0.012
#2	Primary	66.70'	<b>24.0" x 30.0' long 24 in Culvert</b> CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 66.50' S= 0.0067 '/ Cc= 0.900 n= 0.012

**Primary OutFlow** Max=14.03 cfs @ 12.44 hrs HW=68.14' (Free Discharge)

- └1=24 in Culvert (Barrel Controls 7.02 cfs @ 4.1 fps)
- └2=24 in Culvert (Barrel Controls 7.02 cfs @ 4.1 fps)

**Link AP4: Analysis Point 4**

Inflow Area = 8.286 ac, Inflow Depth = 3.68" for 25 year event  
 Inflow = 14.03 cfs @ 12.44 hrs, Volume= 2.541 af  
 Primary = 14.03 cfs @ 12.44 hrs, Volume= 2.541 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs



## Worksheets for Evaluating Stormwater BMPs

### Worksheet 2. Determining the Required Level of Treatment

**Note:** This worksheet is meant to be used on subwatersheds which *do not* drain directly or indirectly to sensitive lakes or ponds.

**Step 2. Determine the required level of stormwater treatment for each sub watershed.**

**a. Residential subdivisions:**

- (1). For subdivisions with an existing impervious surface road or with new or upgraded roads with less than 4,000 sq. ft. of additional impervious surface the required level of stormwater treatment is **15% TSS removal**.
- (2). For subdivisions with new or upgraded roads greater than 4,000 sq. ft. new impervious surface the required level of stormwater treatment is **40% TSS removal**.

**b. Non subdivision development: Complete the following table by:**

- (1). Calculating the % imperviousness for each subwatershed by dividing the area within the subwatershed which will be **impervious** (definition in Sect 5.2.2) after development by the total developable area within the subwatershed and multiplying by 100.

% Impervious = (Impervious Area/Developable Area)x(100)

- (2). Using the curve in figure ? to determine the required % TSS removal.

Sub-wtshd ID	Type of Development subd, nonsub	Imperv. Area (Acres)	Develop. Area (Acres)	% Imper-vious	% TSS Removal (fig. ?)
NEW DEVELOPED AREA	NONSUB	2.13	4.33	.49	5970

**Next Step:** Complete Worksheet 3a + 3b (residential subdivision) or 3c (non-subdivision) for each subwatershed.

## Worksheets for Evaluating Stormwater BMPs

### Worksheet 3c. Determining Net % TSS Removal for Non-Subdivisions

**Step 3a. Determine the Net Weighted % TSS Removal in each Subwatershed.** Complete the following table for each subwatershed by:

- dividing the impervious area within the subwatershed into subareas to which the same BMPs are being applied
  - calculating the % of **Total Impervious Area** for each subarea by dividing the subarea's impervious area by the total impervious area in the subwatershed (from **Worksheet 2**) and multiplying by 100
  - multiplying the % of **Total Impervious Area** by the **Net BMP % TSS Removal Efficiency** (see note) for the BMP(s) being applied to the subarea
  - adding the products to get the **Net weighted % TSS Removal** for the subwatershed.
- Compare this to the prescribed % TSS removal for the subwatershed in **Worksheet 2**.

If only one BMP is applied to a subarea the **Net BMP % TSS Removal Efficiency** is equal to the % TSS removal efficiency for the BMP. If more than one BMP are applied in series, the **Net BMP % TSS Removal Efficiency** for the suite of BMPs is calculated as follows:

$$\text{Net BMP \% Removal Eff.} = 100[1 - \{(1 - r_1) \times (1 - r_2) \times \dots \times (1 - r_n)\}]$$

where  $r_n$  is the removal efficiency of each BMP expressed as a fraction.

Subwatershed \_\_\_\_\_.

Subarea ID	% Total Imperv. Area	X	Net BMP % TSS Removal	X 0.01 =	BMP Notes
SC 2	.423	X	35	.149	SWALE WITH CHECK DAM
SC 3	.080	X	35	.028	" "
SC 4	.496	X	35	.422	SWALE + DETENTION TREATMENT
		X			
		X			
		X			
		X			
		X			
		X			
		X			
<b>Totals</b>	<b>100%</b>		<b>Net Weighted % TSS Removal for Subwatershed</b>	<b>= .598 = 60%</b>	

OR GREATER THAN 59%



STATE OF MAINE  
17 State  
Augusta,

PO:  
TO:  
CO:  
PH:  
FAX:

**PETER DALFONSO PE  
SEVEE & MAHER ENGRS  
207-829-5692  
FROM L. KELLEY MAINE DEP LAND**

493

B & L PARTNERS, INC.  
Portland, Cumberland County  
RAINMAKER BUSINESS PARK  
L-22795-TC-A-N (approval)

FRESHWATER WETLAND ALTERATION  
WATER QUALITY CERTIFICATION  
FINDINGS OF FACT AND ORDER

Project Description: The applicant proposes to fill 14,750 square feet of forested wetland to construct parking and access drives and a portion of a new building located in the Rainmaker Business Park at 585 Riverside Street in the City of Portland. Department staff visited the site and reviewed a vehicle inventory for the applicant's landscaping and irrigation business which is being relocated to this site. The additional parking will serve nine trailers and eleven vehicles. The applicant proposes to place fill in three locations as shown on a plan set entitled, "B& L Partners LLC, Rainmaker Business Park Wetland Alteration Plan", drawn by Sevee & Maher Engineers, Inc and dated December 9, 2005. A 12,400 square feet area labeled Wetland Fill Area #2 on the plan set includes proposed parking areas and some existing impacts caused by construction of and grading around Building #1. Another proposed wetland fill area is located in the access drive southerly of Building #1. At the rear of the parcel, in the area labeled "Wetland Fill Area #3" on the plan set, the applicant proposes to fill 570 square feet of wetland to install two culverts and a access roadway to remaining land. In 2005, the applicant restored approximately 1,500 square feet of wetland located southerly of Wetland Fill Area #3 as a result of prior Department enforcement action taken in 2004.

Permit for:	<input checked="" type="checkbox"/> Tier 1
DEP Decision:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied (see attached letter)
CORPS Action:	<input checked="" type="checkbox"/> The Corps has been notified of your application. The following are subject to Federal screening: (1) projects with previously authorized or unauthorized work, in combination with a Tier 1 permit for a single and complete project, which total more than 15,000 square feet of altered area; (2) projects with multiple state permits and/or state exemptions which apply to a single and complete project that total more than 15,000 square feet of altered area; and (3) projects that may impact a vernal pool, as determined by the State of Maine or the Corps. If your activity is listed above, Corps approval is required for your project. For information regarding the status of your application contact the Corps' Maine Project Office at 623-8367.

Standard Conditions:

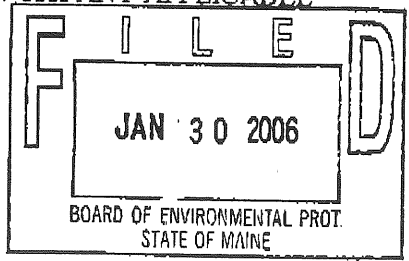
- 1) If construction or operation of the activity is not begun within two (2) years from the date signed, this permit shall lapse and the applicant shall reapply to the Department for a new permit. This permit is transferable only with prior approval from the Department. If the activity is associated with a larger project, starting any aspect of that project constitutes start of construction.
- 2) The project shall be completed according to the plans in the application. Any change in the project plans must be reviewed and approved by the Department.
- 3) Properly installed erosion control measures shall be installed prior to beginning the project, and all disturbed soil should be stabilized immediately upon project completion.
- 4) A copy of this approval will be sent to the City of Portland. Department approval of your activity does not supersede or substitute the need for any necessary local approvals.

Please note the attached sheet for guidance on appeal procedures.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DAVID P. LITTELL, COMMISSIONER

1/29/06  
DATE



Date of initial application December 14, 2005  
Date application accepted for processing Dec 28, 2005  
Date filed with Board of Environmental Protection  
WB/ATS#56690/L22795AN



# DEP INFORMATION SHEET

## Appealing a Commissioner's Licensing Decision

Dated: May 2004

Contact: (207) 287-2811

### SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

### I. ADMINISTRATIVE APPEALS TO THE BOARD

#### LEGAL REFERENCES

DEP's *General Laws*, 38 M.R.S.A. § 341-D(4), and its *Rules Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

#### HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

#### HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

#### WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.

5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence as part of an appeal only when the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or show that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2, Section 24(B)(5).

#### OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license file is public information made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* An applicant proceeding with a project pending the outcome of an appeal runs the risk of the decision being reversed or modified as a result of the appeal.

#### WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge initiation of the appeals procedure, including the name of the DEP project manager assigned to the specific appeal, within 15 days of receiving a timely filing. The notice of appeal, all materials accepted by the Board Chair as additional evidence, and any materials submitted in response to the appeal will be sent to Board members along with a briefing and recommendation from DEP staff. Parties filing appeals and interested persons are notified in advance of the final date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision. The Board will notify parties to an appeal and interested persons of its decision.

#### II. APPEALS TO MAINE SUPERIOR COURT

Maine law allows aggrieved persons to appeal final Commissioner licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2.26; 5 M.R.S.A. § 11001; & MRCivP 80C. Parties to the licensing decision must file a petition for review within 30 days after receipt of notice of the Commissioner's written decision. A petition for review by any other person aggrieved must be filed within 40-days from the date the written decision is rendered. The laws cited in this paragraph and other legal procedures govern the contents and processing of a Superior Court appeal.

#### ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, contact the DEP's Director of Procedures and Enforcement at (207) 287-2811.

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Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

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DEPARTMENT OF THE ARMY  
 NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
 696 VIRGINIA ROAD  
 CONCORD, MASSACHUSETTS 01742-2751

REPLY TO:  
 ATTENTION OF:

MAINE PROGRAMMATIC GENERAL PERMIT (PGP)  
 AUTHORIZATION LETTER AND SCREENING SUMMARY

B & L Partners, Inc.  
 C/o Sevee & Maher Engineers, Inc  
 P.O. Box 85A  
 Cumberland, Maine 04021

CORPS PERMIT # NAE-2006-201  
 CORPS PGP ID# Non-screen  
 STATE ID# \_\_\_\_\_

DESCRIPTION OF WORK:

To place fill in less than 14,750 SF (0.338 acres) of wetland in conjunction with the expansion of an existing commercial lot at 585 Riverside Street, Portland, Maine as shown on the attached plans.  
SEE ATTACHED CONDITIONS

LAT-LONG COORDINATES : 43.69640698 N 70.324326540 W USGS QUAD: Portland West, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine Programmatic General Permit (PGP).

You must perform the activity authorized herein in compliance with all the terms and conditions of the PGP [including any attached Additional Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed PGP carefully, including the PGP conditions beginning on page 7, to familiarize yourself with its contents. You are responsible for complying with all of the PGP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the PGP (page 15) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the PGP on October 11, 2010. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 11, 2011.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.** Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

II. STATE ACTIONS: PENDING [ ] ISSUED [ ] DENIED [ ] DATE \_\_\_\_\_

APPLICATION TYPE: PBR: X TIER 1: \_\_\_\_\_ TIER 2: \_\_\_\_\_ TIER 3: \_\_\_\_\_ LURC: \_\_\_\_\_ DMR LEASE: \_\_\_\_\_ NA: \_\_\_\_\_

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 2/16/2006 LEVEL OF REVIEW: CATEGORY 1: \_\_\_\_\_ CATEGORY 2: X

AUTHORITY: SEC 10 \_\_\_\_\_, 404 X 10/404 \_\_\_\_\_, 103 \_\_\_\_\_

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

ESSENTIAL FISH HABITAT (EFH): EFH PRESENT Y / (N) (CIRCLE ONE)

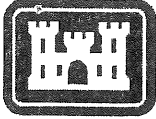
IF YES: Based on the terms and conditions of the PGP, which are intended to ensure that authorized projects cause no more than minimal environmental impacts, the Corps of Engineers has preliminary determined that this project will not cause more than minimal adverse effects to EFH identified under the Magnuson-Stevens Fisheries Conservation and Management Act.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office.

Rodney A. Howe  
 RODNEY A. HOWE  
 SENIOR PROJECT MANAGER  
 MAINE PROJECT OFFICE

Frank J. Delgiudice 27 MAR 2006  
 FRANK J. DELGIUDICE DATE  
 CHIEF, PERMITS & ENFORCEMENT BRANCH  
 REGULATORY DIVISION



**US Army Corps  
of Engineers**®  
New England District

**ADDITIONAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
NO. NAE-2006-201  
B & L PARTNERS, INC  
COMMERCIAL LOT EXPANSION  
585 RIVERSIDE STREET  
PORTLAND, MAINE**

1. This permit authorizes impacts to **only** those areas of wetlands shown on the attached project plans entitled B & I PARTNERS, LLC, RAINMAKER BUSINESS PARK, 585 RIVERSIDE STREET PORTLAND, MAINE by SEVEE & MAHER ENGINEERS, INC. in two sheets dated DECEMBER 9, 2005. No other filling, clearing or other disturbance in wetlands shall occur. Any additional proposals that would further impact wetlands will require additional permitting.
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

# APPLICATION FOR A NATURAL RESOURCES PROTECTION ACT PERMIT

→ PLEASE TYPE OR PRINT IN BLACK INK ONLY

→ SEE DETACHABLE INSTRUCTIONS

1. Name of Applicant:		B & L Partners, Inc.		4. Name of Agent: (if applicable)		Sevee & Maher Engineers, Inc. (Peter Dalfonso, P.E.)	
2. Applicant's Mailing Address:		c/o Rainmaker, Inc. 70 Bishop Street Portland, ME 04103		5. Agent's Mailing Address:		Sevee & Maher Engineers, Inc. P.O. Box 85A Cumberland, ME 04021	
3. Applicant's Daytime Phone #:		207-797-4764		6. Agent's Daytime Phone #:		207-829-5016	
7. Location of Project: (Nearest Road, Street, R		585 Riverside Street		8. Town:		Portland	
				9. County:		Cumberland	
10. Type of Resource: (Check all that apply)		<input type="checkbox"/> River, stream or brook <input type="checkbox"/> Great Pond <input type="checkbox"/> Coastal Wetland <input checked="" type="checkbox"/> Freshwater Wetland <input type="checkbox"/> Wetland Special Significance <input type="checkbox"/> Significant Wildlife Habitat <input type="checkbox"/> Fragile Mountain		11. Name of Resource:		Unnamed	
				12. Amount of Impact (Sq.Ft.):		Fill: 14,750 square feet <i>338 acuw</i>	
						Dredging/Veg Removal/Other: Filling	
13. Type of Freshwater Wetland: (Check all that apply)		<input checked="" type="checkbox"/> Forested (has been cleared) <input type="checkbox"/> Scrub Shrub <input type="checkbox"/> Emergent <input type="checkbox"/> Wet Meadow <input type="checkbox"/> Peatland <input type="checkbox"/> Open Water <input type="checkbox"/> Other _____		FOR FRESHWATER		WETLANDS:	
				Tier 1		Tier 2/3	
				<input type="checkbox"/> 0 - 4,999 sq. ft. <input type="checkbox"/> 5,000 - 9,999 sq. ft. <input checked="" type="checkbox"/> 10,000 - 14,999 sq. ft.		<input type="checkbox"/> 15,000 - 19,999 sq. ft. <input type="checkbox"/> 20,000 - 43,560 sq. ft. <input type="checkbox"/> > 43,560 sq. ft.	
14. Brief Project Description:		Grubbing, filling and installation of gravel for additional parking and access to existing building in Rainmaker Business Park.					
15. Size of Lot or Parcel:		197,756 <input checked="" type="checkbox"/> square feet, or <input type="checkbox"/> acres					
16. Title, Right or Interest:		<input checked="" type="checkbox"/> own <input type="checkbox"/> lease <input type="checkbox"/> purchase option <input type="checkbox"/> written agreement					
17. Deed Reference Numbers:		Book#:20848 Page: 82		18. Map and Lot Numbers:		Map #: 312 Lot #: B006-001	
19. DEP Staff Previously Contacted:		Christopher Redmond		20. Part of a larger project:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No After-the-Fact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
21. Resubmission of Application?		<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No If yes, previous application #		Previous project manager:			
22. Written Notice of Violation?		<input checked="" type="checkbox"/> Yes → <input type="checkbox"/> No If yes, name of DEP enforcement staff involved:		Christopher Redmond		23. Previous Wetland Alteration: <input checked="" type="checkbox"/> Yes (PBR) <input type="checkbox"/> No	
24. Detailed Directions to the Project Site:		Site is located at the rear of 585 Riverside Street, Portland, Maine.					
25. TIER 1				TIER 2/3 AND INDIVIDUAL PERMITS			
<input checked="" type="checkbox"/> Fee <input checked="" type="checkbox"/> Topographic Map <input checked="" type="checkbox"/> Documentation of Title, Right or Interest <input checked="" type="checkbox"/> Plan or Drawing (8 1/2" x 11") <input checked="" type="checkbox"/> Photos of Area <input checked="" type="checkbox"/> Statement of Avoidance & Minimization <input checked="" type="checkbox"/> Statement/Copy of cover letter to Maine Historic Preservation Commission <input checked="" type="checkbox"/> Copy to municipality				<input type="checkbox"/> Fee <input type="checkbox"/> Topographic Map <input type="checkbox"/> Documentation of Title, Right, Interest <input type="checkbox"/> Photos of Area <input type="checkbox"/> Plan or Drawing (8 1/2" x 11") <input type="checkbox"/> Copy of Public Notice <input type="checkbox"/> Professional Certification/Delineation <input type="checkbox"/> Erosion Control Plan			
				<input type="checkbox"/> Alternatives Analysis, if required <input type="checkbox"/> Description of Avoidance & Minimization <input type="checkbox"/> Compensation Plan (if required) <input type="checkbox"/> Description of Previously Mined Peatland (if required) <input type="checkbox"/> Statement/Copy of cover letter to Maine Historic Preservation Commission <input type="checkbox"/> Construction Plan, if required <input type="checkbox"/> Copy to municipality			
26. FEES, Amount Enclosed:							

FOR DEP USE	L-	ATS#	Total FEES	CK#	Date Rec'd
FOR CORPS USE	App#:	Office Code:	Date Rec'd:	Date Completed:	



**SIGNATURE PAGE:** *This page MUST be submitted along with the form on the previous page.*

By signing below the applicant (or authorized agent), certifies that he or she has:

Read and understood the following:

**PRIVACY ACT STATEMENT**

Authority: 33 USC 401, Section 10; 1413, Section 404. Principal Purpose: These laws require permits authorizing activities in, or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Routine Uses: Information provided on this form will be used in evaluating the application for a permit. Disclosure: Disclosure of requested information is voluntary. If information is not provided, however, the permit application cannot be processed nor can a permit be issued.

**CORPS SIGNATORY REQUIREMENT**

USC Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry shall be fined not more than \$10,000 or imprisoned not more than five years or both. I authorize the Corps to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

**DEP SIGNATORY REQUIREMENT**

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

"I hereby authorize the person named below to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application."

\_\_\_\_\_  
SIGNATURE OF APPLICANT, *if agent involved*

\_\_\_\_\_  
DATE

"Application is hereby made for a permit or permits to authorize the work described in this application. I certify that the information in the application is complete and accurate. I further certify that I possess the authority to undertake the ~~work described~~ herein or am acting as the duly authorized agent of the applicant."

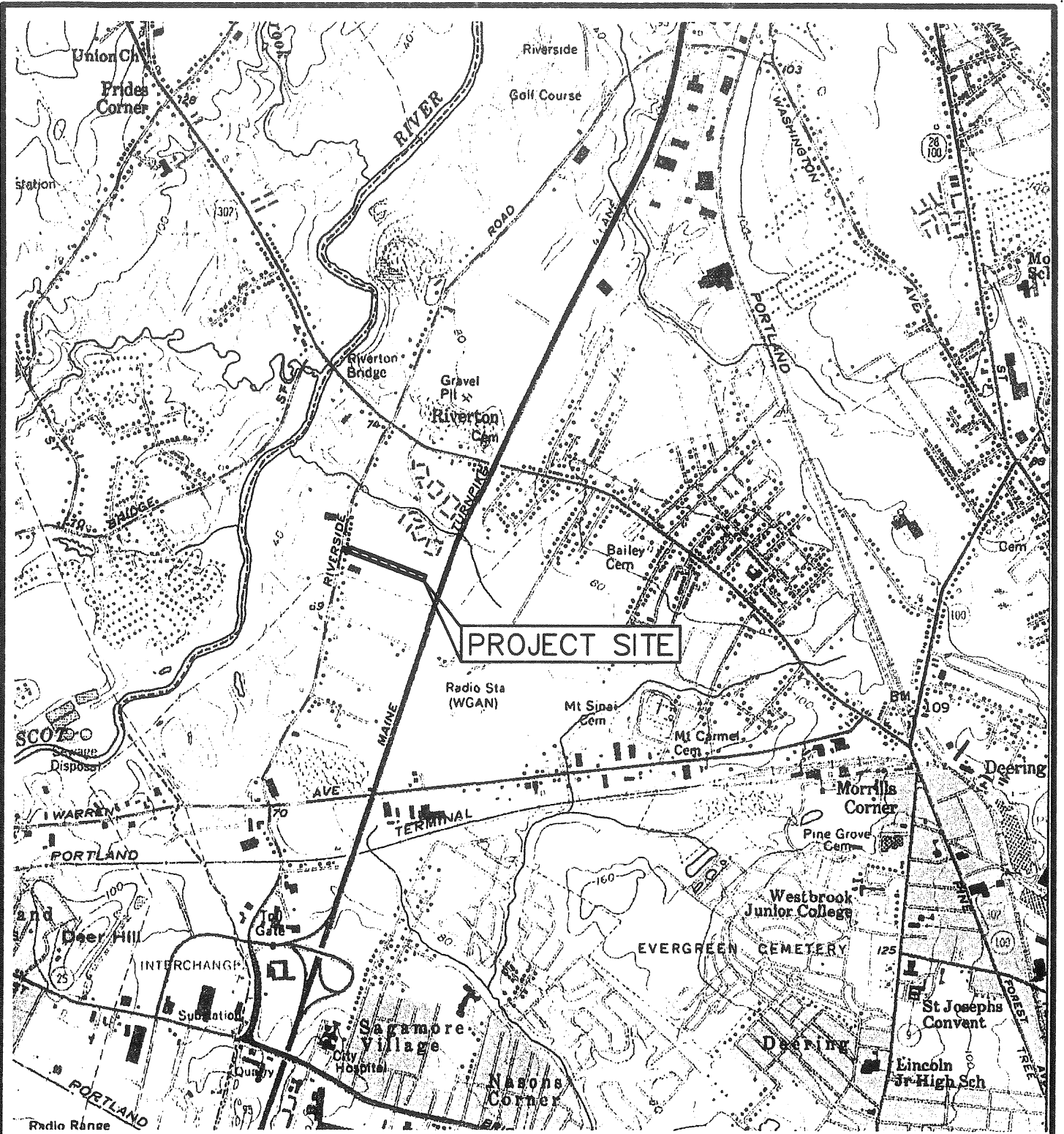
  
\_\_\_\_\_  
SIGNATURE OF AGENT/APPLICANT

12/5/05  
\_\_\_\_\_  
DATE

**NOTE:** *Any changes in activity plans must be submitted to the DEP and the Corps in writing and must be approved by both agencies prior to implementation. Failure to do so may result in enforcement action and/or the removal of the unapproved changes to the activity.*

(yellow)

F:\WillBoyle\RiversideSt\Acad\04001final.dwg, 12/8/2005 10:10:43 AM, mbiskup



BASE MAP ADAPTED FROM 7.5 MIN  
 USGS TOPOGRAPHIC QUADRANGLES:  
 PORTLAND, MAINE - 1975 &

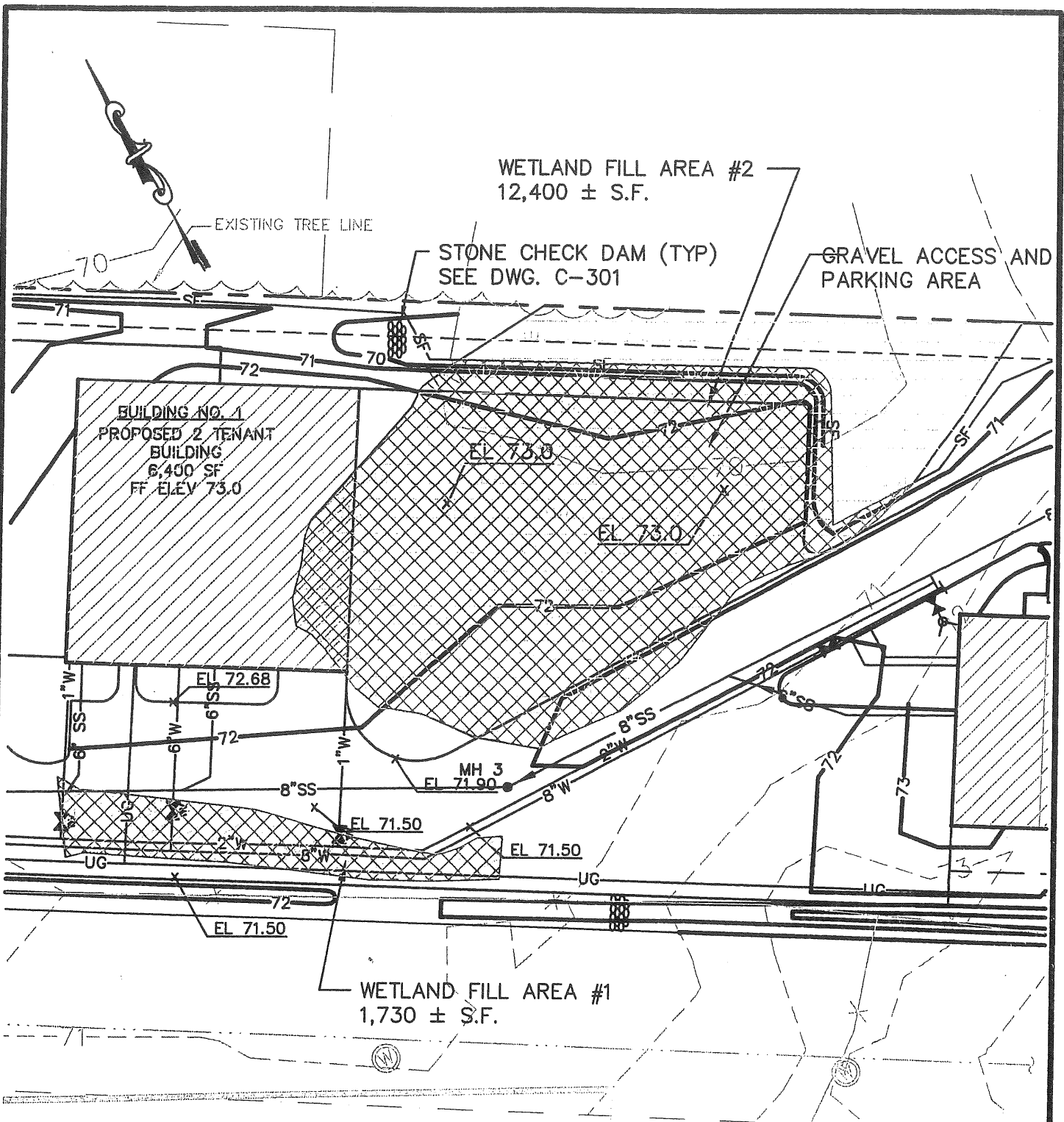
*43.6963263 N*  
*70.3248323 W*  
*Portland West*

B & L PARTNERS, LLC  
 RAINMAKER BUSINESS PARK  
 585 RIVERSIDE STREET  
 PORTLAND, MAINE  
 LOCATION PLAN

**SME**

Sevee & Maher Engineers, Inc.





WETLAND FILL AREA #2  
12,400 ± S.F.

BUILDING NO. 1  
PROPOSED 2 TENANT  
BUILDING  
6,400 SF  
FF ELEV 73.0

STONE CHECK DAM (TYP)  
SEE DWG. C-301

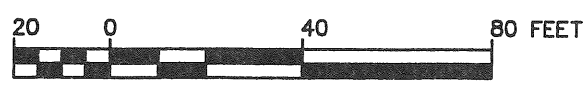
GRAVEL ACCESS AND  
PARKING AREA

WETLAND FILL AREA #1  
1,730 ± S.F.

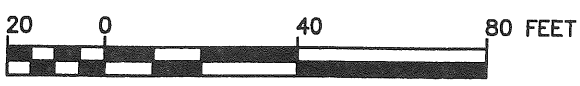
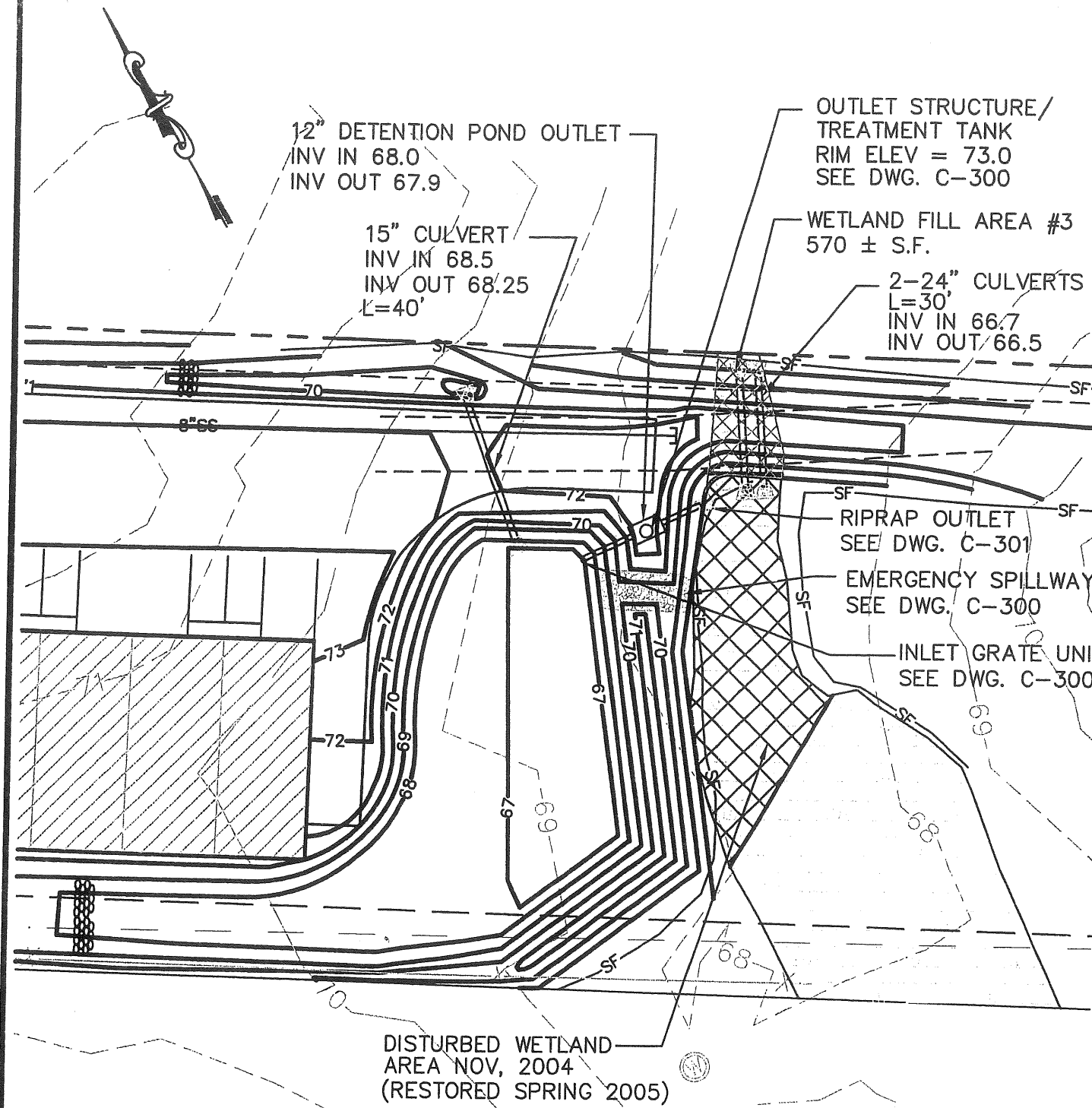
B & L PARTNERS, LLC  
RAINMAKER BUSINESS PARK  
585 RIVERSIDE STREET  
PORTLAND, MAINE  
WETLAND ALTERATION PLAN  
SHEET 1 OF 2

**SME**

Sevee & Maher Engineers, Inc.



DWG: 04001FINAL LMN: WETALT CTB: WETALT REV: 12/9/05



DWG: 04001FINAL LMN: WETALT CTB: WETALT REV: 12/9/05

B & L PARTNERS, LLC  
 RAINMAKER BUSINESS PARK  
 585 RIVERSIDE STREET  
 PORTLAND, MAINE  
 WETLAND ALTERATION PLAN  
 SHEET 2 OF 2



Sevee & Maher Engineers, Inc.

**From:** "Dan Goyette" <DGoyette@woodardcurran.com>  
**To:** <WBN@portlandmaine.gov>  
**Date:** 6/9/2006 1:41:38 PM  
**Subject:** Rainmaker Business Park

Bill,

I have reviewed the Rainmaker Business Park (App. ID 2006-089) site plan submission and have the following comment. I am recommending that the gravel parking area be paved. This would allow for a delineation of parking spaces and prevent any possibility of erosion of the gravel surface into the wetland areas. Please let me know if you need more information or if you need comment on anything else.

Daniel Goyette, PE

41 Hutchins Drive  
Portland, Maine 04102  
Phone: 800-426-4262  
Fax: 207-871-0724  
Email: dgoyette@woodardcurran.com

164  
249  
254