

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read  
Application And  
Notes, If Any,  
Attached

## BUILDING INSPECTION PERMIT

Permit Number: 070733

This is to certify that CAPITAL LLC / Pizzagalli

has permission to Bayside Village 48500 sf foundation on

AT 132  
84 MARGINAL WAY

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME  
442-A 001  
AUG - 3 2007  
RECEIVED

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procured before this building or part thereof is laid or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

### OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_  
Department Name

*[Signature]*  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

442-A001

Permit No: 07-0733	Issue Date:	CBL: <del>034A-B001001</del>
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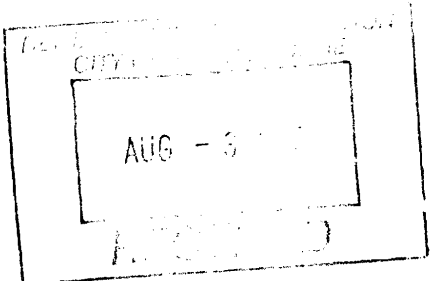
Location of Construction: 132 84 MARGINAL WAY	Owner Name: <del>CAPITAL LLC</del> Realty Resources	Owner Address: 50 PORTLAND PIER STE 400	Phone:
Business Name:	Contractor Name: Pizzagalli	Contractor Address: 131 Presumpscot St Portland	Phone: 2078742323
Lessee/Buyer's Name	Phone:	Permit Type: Commercial	Zone: B-7

Past Use: Vacant Land	Proposed Use: Commercial / Student Housing Bayside Village 48500 sf foundation only	Permit Fee: \$23,735.00	Cost of Work: \$2,363,589.00	CEO District: 1
Proposed Project Description: Bayside Village 48500 sf foundation only		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: 7/26/07 Type: FOUNDATION ONLY Signature: [Signature]	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: dmartin	Date Applied For: 06/20/2007	<b>Zoning Approval</b>
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 13 Zone C</i> <input checked="" type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>#2006-125</i> Maj <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>OK with conditions 6/29/07</i>	<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>S</i>



**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

<b>Permit No:</b> 07-0733	<b>Date Applied For:</b> 06/20/2007	<b>CBL:</b> 442 A001001
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<b>Location of Construction:</b> 132 Marginal Way	<b>Owner Name:</b> CAPITAL LLC	<b>Owner Address:</b> 50 PORTLAND PIER STE 400	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Pizzagalli	<b>Contractor Address:</b> 131 Presumpscot St Portland	<b>Phone</b> (207) 874-2323
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Commercial	

<b>Proposed Use:</b> Commercial / Student Housing Bayside Village 48500 sf foundation only - phase 1	<b>Proposed Project Description:</b> Bayside Village 48500 sf foundation only - phase 1
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 06/29/2007  
**Note:** **Ok to Issue:**   
 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. This permit is for a FOUNDATION ONLY. Separate permits shall be required for the rest of the building construction PRIOR to its commencement

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Mike Nugent      **Approval Date:** 08/03/2007  
**Note:** **Ok to Issue:**   
 1) This permit approves Foundation Only, no other building construction is allowed without prior approvals

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Capt Greg Cass      **Approval Date:** 07/16/2007  
**Note:** foundation only **Ok to Issue:**   
 1) Foundation only

**Dept:** Zoning      **Status:** Approved      **Reviewer:** Marge Schmuckal      **Approval Date:** 10/04/2006  
**Note:** **Ok to Issue:**

**Dept:** Fire      **Status:** Approved      **Reviewer:** Cptn Greg Cass      **Approval Date:** 10/04/2006  
**Note:** requirements met 10-04-06 **Ok to Issue:**   
 1) Completed Site plan checklist  
 2) Application requires State Fire Marshal approval.  
 3) NFPA 101 compliance summary  
 4) Required Fire flow using annex H of NFPA 1 and hydrant requirements using annex I  
 5) Plan detailing location of Detection system panel location  
 Type of system

**Dept:** Planning      **Status:** Approved      **Reviewer:** philip dipierro      **Approval Date:** 08/03/2007  
**Note:** **Ok to Issue:**

**Comments:**  
 6/29/2007-mes: I have been waiting for a final sign off for a stamped approved site plan - I am passing it on for further reviews pending receiving that sign off due to an applicant time restraint  
 7/18/2007-mes: new CBL # assigned by assessors was under 034A-B-1

<b>Location of Construction:</b> 132 Marginal Way	<b>Owner Name:</b> CAPITAL LLC	<b>Owner Address:</b> 50 PORTLAND PIER STE 400	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Pizzagalli	<b>Contractor Address:</b> 131 Presumpscot St Portland	<b>Phone</b> (207) 874-2323
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Commercial	

7/23/2007-jmb: Prior to the issuance of a "foundation only permit" we need the following information:

1) Please provide all of the information required in the following code section:  
1808.2.2 General.

Pier and pile foundations shall be designed and installed on the basis of a foundation investigation as defined in Section 1802, unless sufficient data upon which to base the design and installation is available.

The investigation and report provisions of Section 1802 shall be expanded to include, but not be limited to, the following:

1. Recommended pier or pile types and installed capacities.
2. Recommended center-to-center spacing of piers or piles.
3. Driving criteria.
4. Installation procedures.
5. Field inspection and reporting procedures (to include procedures for verification of the installed bearing capacity where required).
6. Pier or pile load test requirements.
7. Durability of pier or pile materials.
8. Designation of bearing stratum or strata.
9. Reductions for group action, where necessary.

2) Please provide Load Test information that established compliance with Section 1808.2.8.3 of the 2003 IBC.

3) Please provide Seismic design information that establishes compliance with 1808.2.23.2 and 1809.2.2.2.2.

4) The statement of Special Inspections does not assign the inspectors or testing agencies, this must be complete.

5) The Code compliance report states in numerous locations that the Sprinkler system is an NFPA 13R system, This was suppose to be changed to an Full NFPA 13 system.

6) Please provide a copy on the piling installers proposal for review.

Thanks,

Mike

8/3/2007-jmb: Performance G and fees have been submitted, ok to issue

with Rick

Applicant: Southern Maine Housing LLC Date: 7/26/06

Address: 120 Marginal Way C-B-L: 3AA-6-001

Keystone Management will run it

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Foundation only # 07-0733 Private home owned

Zone Location - B-7

IS A lodging house based on the question on use - based on the question on use -

Interior or corner lot -

Proposed Use/Work - to construct 100 unit student housing - five stories (208, 328 #) - 47501 # foot print

Sewage Disposal - 1st floor parking with retail (along Marginal Way)

Lot Street Frontage - 304' of street frontage - Bldg length (340') recheck

Front Yard - None except less than 5' within 10' 90% of Bldg in 10' of street

Rear Yard - None

Side Yard - None

Projections -

Width of Lot - N/A - 85' - 59' shown

Height - Max height over by MAP - 3 floors showing 5 floors total (split lot)

Lot Area - None - 117,464 # given for student housing = 57,887 #

Lot Coverage/ Impervious Surface - 100%

Area per Family - NO MAX RES. Density

Off-street Parking - Determined by Planning - 102 park

Loading Bays - None req.

Site Plan - # 2006-0125

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Parcel 13 - Zone C

NO MAX RES. Density 30 g entrances - 299 (0) - 1+8-2 shown

**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 10/4/2006 11:36:25 AM  
**Subject:** 120 Marginal Way - Southern Maine Housing, LLC -#2006-0125

Rick,

I checked my files concerning a previous memo regarding zoning compliance for this application. I know we sat down on 7/26/06 and went over all the B-7 requirements. But apparently I did not put something in writing to you.

This project is located within the B-7 Zone. This project requires a conditional use appeal to the Planning Board for the the parking garage. All parking requirements are to be determined by the PB per the Zoning Ordinance.

All other B-7 Zoning requirements have be met. It has previously been determined that the use is a lodging house with rooming units based on the submitted sample lease (see memo dated 9/7/06).

Marge Schmuckal  
Zoning Administrator

**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 9/7/2006 4:43:24 PM  
**Subject:** 120 Marginal Way - Bayside Village

Rick,

This memo is in regards to the use of the proposed Bayside Village. I have reviewed the sample leases received from Ed Marsh on August 25, 2006. A review of the leases clearly shows that the bedrooms are to be leased out individually with separate and distinct individual leases and rights. Rents are collected separately from each bedroom tenant.

The use of the Bayside Village would fall under the definition for "Lodging House" within the City's Land Use Zoning Ordinance. Lodging houses are a listed, permitted use under section 14-295(b)3 of the B-7 Zone in which this property is located.

Marge Schmuckal  
Zoning Administrator

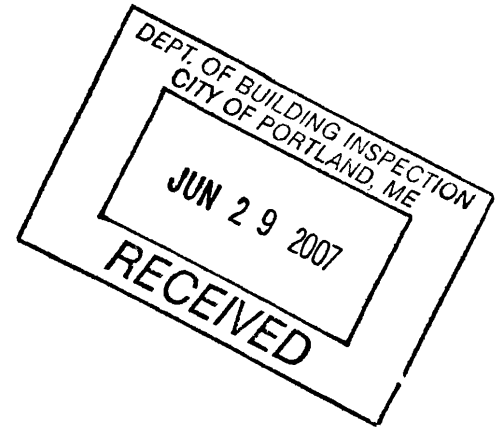
# BECKER

Architecture and Engineers, Inc.

June 27, 2007

Ms. Jeanie Bourke  
Inspections Division  
City of Portland  
389 Congress Street  
Portland, Maine

BUILDING CODE  
BAYSIDE VILLAGE  
120 MARGINAL WAY  
PORTLAND, MAINE



Dear Jeanie:

We are formally requesting to utilize the 2006 version of the International Building Code (IBC) for the structural design of above referenced project. We understand that the City of Portland typically enforces the 2003 version of the IBC Code. The following is our justification for the use of the newer version of the Code.

Our justification in using the 2006 Edition of the IBC Code pertains to the Seismic provisions included in the Codes. The Seismic Spectral Values used for the seismic design of buildings have been updated in the 2006 Edition of the IBC Code. The updated values are based on the 2004 Edition of the "National Earthquake Hazard Reduction Program (NEHRP) Recommended Provisions for Seismic Regulations for New Buildings and Other Structures – Part 1", Federal Emergency Management Agency (FEMA) Document 450. This document supersedes the 1998 version of the NEHRP/FEMA document, which is the basis of the 2003 Edition of the IBC Code. The updated FEMA guidelines are based on newer, more recent data provided by the United States Geological Survey (USGS). As design professionals we are of the opinion that use of the current values are appropriate for use in design of a building as they represent the latest science and data in the structural engineering field.

The portions IBC 2006 that are less restrictive than the IBC 2003 are the Seismic requirements. The other portions Chapter 16 of IBC 2006 are either procedural modifications or are generally more restrictive than the requirements of IBC 2003.

The following is a side-by-side review of the seismic design criteria comparing IBC 2003 and IBC 2006:

<u>Design Variable:</u>	<u>IBC 2006</u>	<u>IBC 2003</u>
Occupancy Category	II	II
$I_e$ , Seismic Importance Factor	1.0	1.0
$S_s$ , Mapped spectral acceleration, short period	0.314	0.369
$S_1$ , Mapped spectral acceleration, 1-sec period	0.077	0.098
Seismic Site Class	E	E
$S_{ms}$ (Maximum considered earthquake spectral acceleration, short period)	0.722	0.782
$S_{m1}$ (Maximum considered earthquake spectral acceleration, 1-sec period)	0.269	0.344
$S_{ds}$ (spectral response coefficient, short period)	0.481	0.522
$S_{d1}$ (spectral response coefficient, 1-sec period)	0.180	0.230
Seismic Design Category	C	D
R, Response modification factor	3	6
$C_s$ , Seismic response coefficient	0.160	0.0867

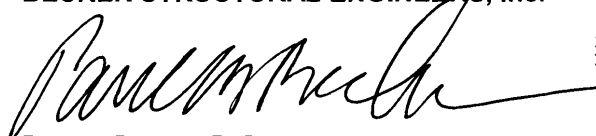


To summarize the key points of this table, the updated IBC code recognizes that the design values in the previous code were over estimated, based on new research prepared by the USGS. For this specific project the Seismic Design Category has been reduced to "C" from "D", affecting the detailing requirements of multiple building systems.

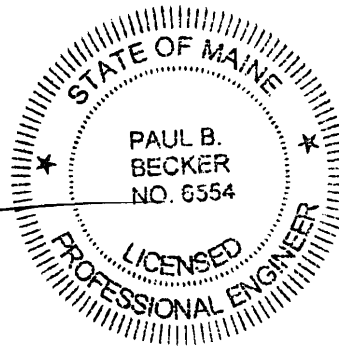
We trust this information will permit the use of 2006 IBC for the Bayside Village Project.

If you would like to discuss the matter further, please do not hesitate to contact us.

Sincerely,  
**BECKER STRUCTURAL ENGINEERS, Inc.**



Paul B. Becker, P. E.  
President



# BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection:** Prior to pouring concrete
- Re-Bar Schedule Inspection:** Prior to pouring concrete
- Foundation Inspection:** Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical:** Prior to any insulating or drywalling
- Final/Certificate of Occupancy:** Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, **REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL:

442 A 1

Building Permit #:

8/3/07  
8/3/07  
070733



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

Lee Urban - Director of Planning and Development  
Jeanie Bourke - Inspection Division Services Director

August 3, 2007

Becker Structural Engineers, INC  
75 York Street  
Portland, ME 04101

RE: Bayside Village Waiver Request – 110 Marginal Way – CBL: 442 A001

Dear Mr. Becker,

Thank you for your request for waiver received June 29, 2007. The proposed project is a 5 story structure with Parking, Mercantile and Residential Uses. The request is to utilize the 2006 version of the International Building Code (IBC) for the structural design. The following are the facts:

1. The City of Portland is currently working under the IBC 2003. State Law does not allow the City to adopt the IBC 2006.
2. The Seismic Spectral Values used for the seismic design of buildings have been updated in the 2006 Edition of the IBC Code. The updated values based on the 2004 Edition of the National Earthquake Hazard Reduction Program (NEHRP) for recommendations for Seismic Regulations and FEMA supersedes the 1998 version, which is the basis of the 2003 Edition of the IBC.
3. These guidelines are based on newer, more recent data provided by the United States Geological Survey (USGS), and represent the latest science and data in the structural engineering field.
4. The portions of IBC 2006 that are less restrictive than the IBC 2003 are the Seismic requirements. The other portions of Chapter 16, IBC 2006 are either procedural modifications or are generally more restrictive than the requirements of the IBC 2003.
5. For this specific project the Seismic Design Category has been reduced to "C" from "D", affecting the detailing requirements of multiple building systems.

The Waiver Request is approved to utilize the IBC 2006 for seismic design on the above mentioned project by this office, based on the latest scientific research, and the inability of the City to adopt this code.

Yours truly,

Jeanie Bourke  
Inspections Division Director



# General Building Permit 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.

Location/Address of Construction: <u>120 MARGINAL WAY</u>		
Total Square Footage of Proposed Structure <u>193,820 SF</u>	Square Footage of Lot <u>57,887 SF</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>34A</u> Block# <u>B</u> Lot# <u>1</u>	Owner: <u>REALTY RESOURCES</u>	Telephone: <u>207-236-4067</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Pizzagalli Construction Company</u> <u>131 Presumpscot Street</u> <u>Portland, ME 04103</u>	Cost Of Work: \$ <u>2,363,589.00</u> Fee: \$ <u>23655.90</u> C of O Fee: \$ _____
Current legal use (i.e. single family) _____ If vacant, what was the previous use? <u>City of Portland Parking Lot</u> Proposed Specific use: <u>Student Housing</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Bayside Village 48,500 SF Foundation Only</u>		
Contractor's name, address & telephone: <u>Pizzagalli Construction Company</u> <u>131 Presumpscot Street</u> <u>Portland, ME 04103</u> Who should we contact when the permit is ready: <u>ERICA MARTIN</u> Mailing address: <u>131 Presumpscot Street</u> <u>Portland, ME 04103</u> Phone: <u>207-874-2323</u>		

**Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: <u>Daniel P. [Signature]</u>	Date: <u>6/18/07</u>
--	----------------------

**This is not a permit; you may not commence ANY work until the permit is issued.**

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

**Zoning Copy**

2006-0125

Application I. D. Number

7/11/2006

Application Date

**Bayside Village - Student Housing Co**

Project Name/Description

**Southern Maine Student Housing, LLC.**

Applicant

**247 Commercial Street, Rockport, ME 04856**

Applicant's Mailing Address

Consultant/Agent

**Applicant Ph: (207) 236-4067      Applicant Fax: (207) 236-6307**

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) \_\_\_\_\_

**120 - 120 Marginal Way, Portland, Maine**

Address of Proposed Site

**34A b001**

Assessor's Reference: Chart-Block-Lot

Proposed Building square Feet or # of Units

Acreeage of Site

**B7**

Zoning

**Check Review Required:**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan<br>(major/minor) | <input checked="" type="checkbox"/> Subdivision<br># of lots <u>101</u> | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                          | <input type="checkbox"/> Shoreland                                      | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional<br>Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance                                | <input type="checkbox"/> Other _____           |  |

Fees Paid: Site Pla \$7,025.00 Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date 7/12/2006

**Zoning Approval Status:**

Reviewer

*Margaret S. - Insp.*

- Approved       Approved w/Conditions  
See Attached       Denied

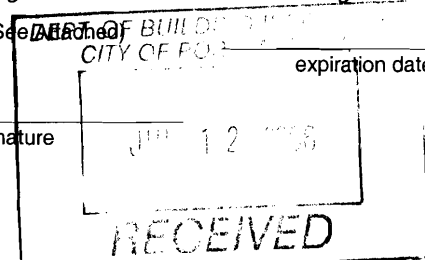
Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets  
Attached

Condition Compliance \_\_\_\_\_  
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 | _____          | _____             | _____           |
|   | date           | signature         | 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         |                 |



8/8/06

REALTY RESOURCES  
CHARTERED

Ocean East  
main floor

MEMORANDUM

**To:** City of Portland Planning Department  
Attn: Rick Knowland

**From:** Edward Marsh  
Senior Development Officer

**Date:** August 4, 2006

**RE:** Bayside Village lease clarification

will get \$  
-rents  
SAP  
CAP

students

Paul  
Student Housing  
Rick  
Reached

Proclamation

students

14d  
rent  
rent  
rent

In response to the question regarding the leasing of the Bayside Village Student Housing complex the following represents how the leasing process is handled:

Each of the 100 individual units in the student housing project will have a 12 month lease with all tenants per apartment unit listed on the lease.

For clarification purposes each apartment is a self-contained unit in the building and will comprise of the following:

- Four bedrooms
- Two full baths
- Laundry area including washer and dryer
- Fully stocked kitchen
- Dining area
- Living area
- Storage closet
- Wireless network
- Cable TV
- Security

CAP

No student

All four parties sign a lease  
12 months - each individual signs the lease

**From:** "Terry Turner" <tst@maine.rr.com>  
**To:** "Terry Turner" <tst@maine.rr.com>, "Jack Lufkin" <jnl@portlandmaine.gov>, "Alex Jaegerman" <AQJ@portlandmaine.gov>, "Rick Knowland" <rwk@portlandmaine.gov>  
**Date:** 8/3/2006 8:53:12 PM  
**Subject:** RE: USM Lot - zoning issues

please note an error below. Paragraph 6 should read: "EXcluding multifamily....."

> -----Original Message-----

> From: Terry Turner [mailto:tst@maine.rr.com]  
> Sent: Thursday, August 03, 2006 6:28 PM  
> To: Jack Lufkin; Alex Jaegerman; Rick Knowland  
> Cc: Bob Metcalf; Joe Cloutier; Ed Marsh  
> Subject: USM Lot - zoning issues

>

> Thanks for the heads up on the potential zoning problem and for the  
> potential solution. As I understand the issue is that there may be  
> language within the zoning ordinance that is contradictory or creates an  
> issue if student housing is multifamily or a "dormitory". The problem  
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> easier for everyone.

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> Developers LLC v. Town of Orono". In that case the Town of Orono denied a  
> student housing project at the planning board and ZBA because the town  
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> "dormitory" and determined that the Peregrine student housing project was  
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> sufficiently concise. The Orono ordinance defined multifamily as a  
> residential building containing dwelling units.

>

> The Portland ordinance is similar to the Orono ordinance in that it does  
> not define dormitory.

>

> The Portland ordinance does define a multifamily dwelling as a building  
> containing three (3) or more dwelling units. A dwelling unit is defined as  
> one (1) or more rooms with private bath and kitchen facilities comprising  
> an independent self-contained dwelling unit. A dwelling is a building or  
> portion thereof used exclusively for residential occupancy in [Terry  
> Turner] excluding multifamily dwellings but including hotels, lodging  
> houses, sheltered care group homes or tourist homes.

>

> The student housing units are apartments which are defined as dwellings in  
> an apartment building which is defined as a multifamily dwelling.  
> Multifamily dwellings are permitted in the zone. The definition of  
> multifamily dwelling does not define the method of leasing or impose  
> limitations on the method of leasing.

- >
- > The student housing apartments/dwelling units are not a lodging house
- > which is defined as a building containing two (2) or more rooming units.
- > Rooming units are defined as a room or suite of rooms in a building
- > containing living or sleeping quarters but without full kitchens or baths.
- > The student housing dwelling units have baths and kitchens and are fully
- > contained units. Student housing apartments are not rooming units or
- > lodging houses by the definition in the ordinance. The student housing
- > dwelling units are not a tourist home or sheltered care group homes.
- >
- > Looking at the Peregrine case it was held by the Court that the definition
- > of multifamily was clear in the Orono ordinance and the same is the case
- > in the Portland Ordinance. The definition of multifamily in the Portland
- > ordinance does not require nor limit the type of lease arrangement for the
- > dwelling unit.
- >
- > D:\Student Housing\PEREGRINE DEVELOPERS v\_ TOWN OF ORONO.htm
- >
- >
- > Terry Turner
- > Real Estate Development Manager
- > Realty Resources Chartered
- > 247 Commercial Street
- > Rockport, ME 04856
- > 207-781-3318 (Portland)
- > 207-236-6002 (Rockport)
- > 207-236-6307 (fax)
- > 207-712-6793 (cell)
- > tst@maine.rr.com
- > << File: Terry Turner.vcf >>

**CC:** "Bob Metcalf" <bmetcalf@mitchellassociates.biz>, "Joe Cloutier" <jcloutier@realtyresourcesgroup.com>, "Ed Marsh" <emarsh@realtyresourcesgroup.com>



**From:** Alex Jaegerman  
**To:** Marge Schmuckal; PENNY LITTELL  
**Date:** 8/4/2006 8:55:47 AM  
**Subject:** Fwd: RE: USM Lot - zoning issues

Penny: I have put an amendment forward to the CDC to allow student housing/dormitories as a permitted use. Terry makes an interesting argument. Any thoughts?

>>> "Terry Turner" <[tst@maine.rr.com](mailto:tst@maine.rr.com)> 08/03/2006 8:51:56 PM >>>  
please note an error below. Paragraph 6 should read: "EXcluding multifamily....."

> -----Original Message-----

> From: Terry Turner [<mailto:tst@maine.rr.com>]

> Sent: Thursday, August 03, 2006 6:28 PM

> To: Jack Lufkin; Alex Jaegerman; Rick Knowland

> Cc: Bob Metcalf; Joe Cloutier; Ed Marsh

> Subject: USM Lot - zoning issues

>

> Thanks for the heads up on the potential zoning problem and for the  
> potential solution. As I understand the issue is that there may be  
> language within the zoning ordinance that is contradictory or creates an  
> issue if student housing is multifamily or a "dormitory". The problem  
> being that if it is a "dormitory" that use is not listed as a permitted  
> use in the zone. The suggested solution is to add "dormitory" as a  
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- > [tst@maine.rr.com](mailto:tst@maine.rr.com)
- > << File: Terry Turner.vcf >>

**From:** Penny Littell  
**To:** Alex Jaegerman ; Marge Schmuckal  
**Date:** 8/7/2006 8:35:18 AM  
**Subject:** Fwd: RE: USM Lot - zoning issues

~~CONFIDENTIAL~~

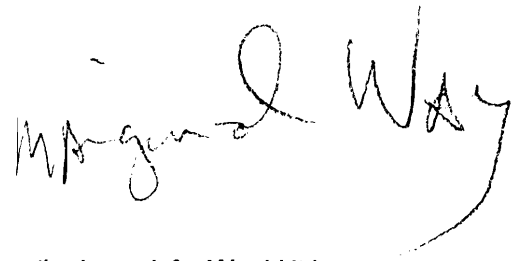
Ben Williams  
Pizzagalli  
CWS  
Penny  
Dan  
Bob

The issue isn't between "student housing" and apartment. The issue is the lodging issue - renting individual bedrooms in one dwelling unit.

8/8/06

Edge Side Village  
A student housing complex  
limited common  
& common space  
inside apt -

**From:** Rick Knowland  
**To:** Alex Jaegerman ; Ed Marsh  
**Date:** 8/9/2006 11:13:41 AM  
**Subject:** Re: Bayside Village leasing clarification



Ed, Thank you for meeting with us yesterday. We look forward to reviewing the lease info. Would it be possible to also receive the interior floor plans of the building? Concept drawings would be fine if thats all you have. This will help us provide an informed decision. Could you send us 2 copies of the floor plans one to me and one to Marge Schmuckal in the Building Inspection Office. Thanks. Should you have any questions, please give me a call.

>>> "Ed Marsh" <[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)> 08/04/2006 4:11:58 PM >>>

Attached is a memo that should clarify the leasing. We do not feel it is necessary to bring this issue up with the CDC. Please comment with any issues or concerns. Thank you

Ed

Edward H. Marsh Jr.  
Senior Development Officer  
Realty Resources Chartered  
247 Commercial Street Suite A  
Rockport, ME 04856  
Office - 207-236-4067  
Fax - 207-236-6307  
Cell - 207-712-6798  
[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)

**CC:** Bob Metcalf; Joe Cloutier; Terry Turner

**From:** Rick Knowland  
**To:** Alex Jaegerman ; Ed Marsh  
**Date:** 8/11/2006 9:45:26 AM  
**Subject:** Re: Bayside Village leasing clarification

Ed, At our meeting on Tuesday we discussed that a copy of the lease would be forwarded to our office this week. I haven't received it yet and I was hoping it could be reviewed with Marge before I go on vacation. If it is available, please fax or email it to me. We were hoping to nail down this issue asap. Thanks.

>>> "Ed Marsh" <[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)> 08/04/2006 4:11:58 PM >>>

Attached is a memo that should clarify the leasing. We do not feel it is necessary to bring this issue up with the CDC. Please comment with any issues or concerns. Thank you

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Cell - 207-712-6798  
[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)

**CC:** Bob Metcalf; Joe Cloutier; Marge Schmuckal; Terry Turner

**From:** Rick Knowland  
**To:** Internet:emarsh@realtyresourcesgroup.com  
**Date:** 8/23/2006 2:26:44 PM  
**Subject:** sample lease for student housing

Ed, I arrived from vacation this week and did not see a copy of the sample lease that you indicated would be forwarded to Marge Schmuckal and myself.

With a planning board workshop scheduled for Sept. 12th, it is critical that we receive this information asap. We would like to sign-off on this issue well in advance of the workshop. Please email or call me on the status of the lease. I will be gone on vacation next week so it is important that we receive this info this week. Thanks.

**CC:** Alex Jaegerman; Marge Schmuckal; Penny Littell

**From:** Rick Knowland  
**To:** Alex Jaegerman; Marge Schmuckal; Penny Littell  
**Date:** 9/7/2006 12:56:56 PM  
**Subject:** student housing

I talked to Ed Marsh yesterday regarding the zoning issue. We talked again today and he will be going forward as a lodging house for this site. He is having his architect check out out any code related issues regarding te change in use. He will be emailing me this afternoon or tomorrow morning confirming that a lodging house is the use he is applying for.

**From:** Rick Knowland  
**To:** Alex Jaegerman; Marge Schmuckal; Penny Littell  
**Date:** 9/7/2006 2:11:12 PM  
**Subject:** bayside village student housing

Marge, Help!

Could you write a memo or email regarding your opinion that the student housing project is a lodging house rather than a multi-family development? It is going to a workshop on Tuesday so if its not possible to write one for the packet, Tuesday would be fine.

Marge, the Planning Board won't believe me unless I have a memo from you or unless you want to attend the meeting.

Ed Marsh says the plan is being revised to include a common kitchen.

Thanks.



**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 9/7/2006 4:43:24 PM  
**Subject:** 120 Marginal Way - Bayside Village

Rick,

This memo is in regards to the use of the proposed Bayside Village. I have reviewed the sample leases received from Ed Marsh on August 25, 2006. A review of the leases clearly shows that the bedrooms are to be leased out individually with separate and distinct individual leases and rights. Rents are collected separately from each bedroom tenant.

The use of the Bayside Village would fall under the definition for "Lodging House" within the City's Land Use Zoning Ordinance. Lodging houses are a listed, permitted use under section 14-295(b)3 of the B-7 Zone in which this property is located.

Marge Schmuckal  
Zoning Administrator

**From:** Marge Schmuckal  
**To:** Rick Knowland  
**Date:** 9/5/2006 4:42:00 PM  
**Subject:** Re: student housing

Rick,

I see some problems. What this lease is renting out is a specific bedroom. Rates are based upon that specific bedroom. #2 states: "Use and Occupancy: It is understood that Tenant shall have exclusive use and occupancy of the one bedroom in the Apartment Unit." It appears that this is a rooming unit that is leased out separately.

Marge

>>> Rick Knowland 9/5/2006 2:48:56 PM >>>

At tomorrow's staff meeting we will be discussing the student housing project. Are you comfortable with the latest info submitted by the applicant regarding this use as a multi-family development? On sept 12 we have a planning board workshop on this item. Thanks.

**CC:** Penny Littell

"Guide to Community Living" P

games of skill or games of chance licensed either by the city or by the State of Maine.

*Inn:* A building used for more or less temporary occupancy of individuals, who are lodged with or without meals, having ten (10) but not no more than fifty (50) rooms. Guest rooms shall not contain separate kitchen facilities. No owner, operator, director, employee, shareholder, partner, corporate officer or agent of a bed and breakfast facility, hotel, inn, lodging house, motel, or tourist home (as defined in this code) may, for direct or indirect economic remuneration, arrange for or provide any housing accommodations including but not limited to long term, short term or overnight accommodations for an actual or potential guest, customer, or patron of the business at any off-premises site in the city, unless such a facility is authorized, under the applicable provisions of Portland's land use code, to offer such accommodations as a bed and breakfast, hotel, inn, lodging house, motel or tourist home.

*Intermediate care facility:* A facility which provides, on a regular basis, health-related care and services to individuals who do not require the degree of care and treatment which a hospital or extended care facility is designed to provide but who, because of their mental or physical condition, require such care and services above the level of room and board. Said facility must be licensed as a board care facility pursuant to the regulations promulgated by the State of Maine Department of Human Services.

*Kitchen facilities:* Facilities used for the preparation of meals, including refrigerators and devices used for the cooking and preparation of food.

*Light manufacturing use:* The fully enclosed assembly or fabrication of materials but excluding basic processes such as smelting, refining, distilling, forging, brewing, and similar processes involving converting raw materials to a finished or semifinished product.

*Lodging house:* A house, building or portion thereof containing two (2) or more rooming units and providing such units, with or without meals, to individuals or not less than a weekly or monthly basis for compensation. A lodging house, except for lodging houses located in the IR-2, IR-3 and I-B zones, shall contain common areas for use by all residents, including a kitchen. A kitchen need not be available as part of the common areas where all meals are provided on a daily basis. No owner, operator, director, employee, shareholder, partner, corporate officer or agent of a bed and

breakfast facility, hotel, inn, lodging house, motel, or tourist home (as defined in this code) may, for direct or indirect economic remuneration, arrange for or provide any housing accommodations including but not limited to long term, short term or overnight accommodations for an actual or potential guest, customer, or patron of the business at any off-premises site in the city, unless such a facility is authorized, under the applicable provisions of Portland's land use code, to offer such accommodations as a bed and breakfast, hotel, inn, lodging house, motel or tourist home.

*Long term or extended care facility:* An institution or a distinct part of an institution that is licensed or approved to provide full-time convalescent or chronic care, or health care under medical supervision for twenty-four (24) or more consecutive hours, to nine (9) or more individuals who, by reason of advanced age, illness, or infirmity are unable to care for themselves, and who are not related to the governing authority by marriage, blood, or adoption.

*Lot:* Except when reference is made herein to a lot of record, a lot is a single tract of land located within a single block which at the time of filing for a building permit or certificate of occupancy is designated by its owner or developer as a tract to be used, developed, or built upon as a unit under single ownership or control.

*Lot area:* The area of land enclosed within the boundary lines of a lot.

*Lot width:* The distance parallel to the front of the building measured between side lot lines through that part of the principal building where the lot is narrowest.

*Low impact industrial uses:* Industrial activity involving the manufacturing, packaging, assembly, or distribution of finished products from previously prepared material, including but not limited to the following: bakeries, breweries, bottling, printing and publishing, pharmaceuticals, machine shops, precision instruments, watchmakers, musical instruments, toys and sporting goods, pottery and ceramics using only previously pulverized clay, wood products, jewelry, assembly of electrical components, canteen services, tool and die shops, and the packaging of foods. Low impact industrial uses do not include the processing of raw materials or salvaging operations. Low impact industrial uses are compatible, due to their size and nature of impact, with residential, commercial and other low impact industrial uses because of the level of traffic

**From:** Rick Knowland  
**To:** Internet:emarsh@realtyresourcesgroup.com  
**Date:** 9/6/2006 12:15:30 PM  
**Subject:** Bayside Village

As discussed over the phone, the submitted lease contains references to leased bedrooms which would preclude it from meeting the zoning definition of a multi-family dwelling as discussed at our previous meeting.

The proposed use could qualify as a "lodging house" assuming there is a common kitchen available to all residents. A definition of lodging house is in the zoning ordinance on our web site.

[www.portlandmaine.gov](http://www.portlandmaine.gov)

Click "Departments"

Click Planning and Development

Click Codes, Regulations and Ordinances

Click Zoning Ordinance

Find sec 14-47 (Definitions)...lodging house

Please confirm whether this is the direction you would like to pursue. Obviously the plans and submissions will need to be revised (asap) since the use would be a lodging house and not a multi-family dwellings. Subdivision review would not be processed since this would be a lodging house and not a multi-family dwelling.

Should you have any further questions please call me.

**CC:** Alex Jaegerman; Marge Schmuckal; Penny Littell

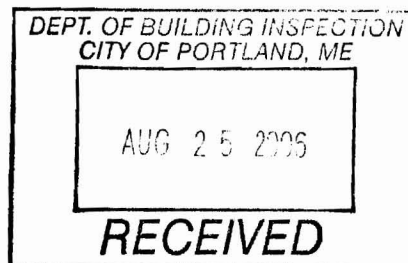
**From:** "Ed Marsh" <emarsh@realtyresourcesgroup.com>  
**To:** "Rick Knowland" <RWK@portlandmaine.gov>  
**Date:** 08/25/2006 11:20:48 AM  
**Subject:** SAMPLE Lease and application for Bayside Village

Attached are SAMPLE leases that will be modified for the Bayside Village project on Marginal Way. Please review and comment as necessary. Thanks for your assistance on this matter Rick.

Ed

Edward H. Marsh Jr.  
Senior Development Officer  
Realty Resources Chartered  
247 Commercial Street Suite A  
Rockport, ME 04856  
Office - 207-236-4067  
Fax - 207-236-6307  
Cell - 207-712-6798  
emarsh@realtyresourcesgroup.com

**CC:** "Terry Turner" <tst@maine.rr.com>, "Bob Metcalf" <bmetcalf@mitchellassociates.biz>



# 2006-2007 Millennium Hall Lease

THIS LEASE ("Lease") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Collegiate Housing Foundation, Inc. (hereinafter "Landlord"), and \_\_\_\_\_, with SSN / Student ID Number \_\_\_\_\_, (hereinafter "Tenant"), the premises identified as Apartment \_\_\_\_\_ in Millennium Hall, 7950 Osler Drive, Towson, Maryland (hereinafter, the "Premises").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. **Basic Lease Information** The following Basic Lease Information is hereby incorporated into and made a part of this Lease.

a. **Apartment Unit:** Apartment Unit #: \_\_\_\_\_ located in the Premises ("Apartment Unit").

→ **Premises:** Bedroom Letter: \_\_\_\_\_ located in the above-referenced Apartment Unit.

c. **Landlord's Agent:** Capstone Properties ("Capstone" or "Agent").

d. **Lease Term:** The term of this Lease ("Lease Term") shall begin on or about August 17, 2006 (the "Lease Commencement Date") and end on May 23, 2007 (the "Lease Termination Date").

For the  
the 1st  
of Fall  
→ e. **Base Rent:** Tenant shall pay Landlord annual base rent ("Base Rent"), in two (2) equal installments as indicated below ("Semester Installments"). The below rates are effective for the 2006-2007 academic year.

*Base Rent*..... \$7,134  
*Semester Installment*..... \$3,567

f. **Rent Due Dates:** Tenant shall pay Landlord the Semester Installments of Base Rent specified in Paragraph 1.e above on or before each of the following dates ("Rent Due Dates");

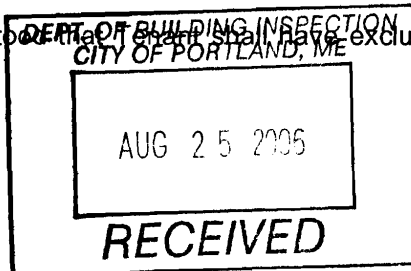
*Payment 1*..... August 17, 2006  
*Payment 2*..... January 23, 2007

g. **Security Deposit:** Millennium no longer accepts security deposits. In its place, applicants will be required to submit a \$200 reservation fee that will be applied toward their first rental payment.

h. **Tenant Insurance Notice:** Tenant is hereby advised that Landlord does not carry insurance on Tenant's personal possessions and Tenant is strongly encouraged to secure apartment dweller's or similar insurance to cover any loss or damage to Tenant's personal property.

i. **Emergency Telephone Number:** This property has an emergency telephone number, operational twenty-four (24) hours a day, seven days a week, 365 days a year. The phone number to call in the event of an emergency is: (410) 704-2133.

→ 2. **Use and Occupancy** It is understood that Tenant shall have exclusive use and occupancy of the one bedroom in the Apartment Unit.



Premises designated in Paragraph 1.b above, and the shared use and occupancy of the bathroom(s), kitchen, and living/dining areas with the other resident(s) of the Apartment Unit designated in Paragraph 1.a.

3. **Landlord's Agent** Landlord has hired Agent as its property manager to conduct and handle all business for Millennium Hall. This includes addressing resident issues, establishing and enforcing policies and procedures, and collection of rents. Note that when the word Landlord is referenced herein, Agent is authorized to act on Landlord's behalf.
4. **Eligibility** Tenant represents that at the time (s)he commences occupancy of the Premises, and at all times during the term hereof, Tenant will be a matriculated, full-time (or equivalent), undergraduate or graduate student, in good standing, at Towson University (the "University"). Tenant may also be a registered Co-op student in an approved University program or registered in a field study instruction program approved by the University. Summer occupancy is open to non-University members. Tenant grants Landlord permission to verify student status with the University. Landlord reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time, Tenant fails to maintain full-time status at the University, this Lease may be immediately terminated by Landlord, and all unpaid Monthly Installments of Base Rent will be immediately due and payable to Landlord.
5. **Payment of Rent** Tenant covenants to pay Landlord the Monthly Installments of Base Rent by the Rent Due Dates without diminution, deduction, set-off, or demand at Main Office located at Suite 6115 or by mailing to Millennium Hall, 8000 York Road, Box 6115, Towson, Maryland 21252, or such other place as Landlord may notify Tenant in writing. Tenant's obligation to pay Base Rent shall be independent of any other clause in this Lease. If Tenant mails payment of Base Rent, it must be sent so that it is received by Agent on or before the Semester Installment due dates. Checks and money orders tendered for rent or other payments to Landlord shall be made payable to "Capstone Properties." VISA and M/C payments are acceptable. All payments must be tendered in US funds. It is expressly understood that Tenant is obligated to pay the full Base Rent regardless of whether Tenant is unable for any reason to continue occupying the Premises for the entire Lease Term. Accordingly, Tenant shall continue paying Semester Installments of Base Rent to Landlord (and Guarantor(s)' obligation to ensure payment of the same shall continue) for the entire Lease Term and until the entire Base Rent is paid in full by Tenant, or otherwise recovered by Landlord through mitigation of damages. Any tenant utilizing the AMS payment plan through the University may apply for extended payment of rent to Landlord. A non-refundable processing fee of forty-eight dollars (\$48) or \$24/semester will be assessed to all extended payment plans. An addendum to this Lease must be signed in the event Tenant elects to participate in the AMS payment plan.
6. **Late and Bounced Check Fees** Rent is due by the first day of the semester. In the event any Semester Installment of rent is not received by Agent prior to the close of the third (3<sup>rd</sup>) business day after the Rent Due Date, Tenant shall also pay Landlord, as additional rent, a late charge of five percent (5%) of the delinquent Semester Installment of Base Rent. The right to collect a late fee, however, shall not constitute a waiver of Landlord's right to immediately institute legal proceedings for rent, damages and/or repossession of Premises for non-payment if the rent is not received on the first day of the month. In the event Tenant elects to pay the rent by check, Tenant shall pay Landlord a charge of twenty-five dollars (\$25) for any check returned to Landlord for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such dishonor, and shall be in addition to any late charges assessed. The returned check fee shall constitute additional rent hereunder. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be money order, cashier's check, personal check or credit card, provided however, that the Landlord shall give Tenant and Guarantor no less than ten (10) days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, damages, court costs, attorney's fees, and return check charges) incurred by or on behalf of Tenant prior to applying same to the current Semester Installment of Base Rent due. If the payment tendered by Tenant fails to cover the total charges



outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to pay in a timely manner all rents due from Tenant to Landlord. No endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be a waiver or accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the full balance due.

7. **Possession / Relocation** Tenant may peaceably and quietly enter the Premises at the beginning of stated term. If on the date of this Lease another person is occupying the Premises and Landlord is unable to deliver possession on or before the Lease Commencement Date, Tenant's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and the rent due hereunder will be abated at the rate of 1/120 of the Semester Installment for each day that possession is postponed; provided, however, that if Landlord does not deliver possession of the Premises within thirty (30) days of the Lease Commencement Date, the Tenant, on written notice to the Landlord, may terminate, cancel, and rescind the Lease. Landlord shall not otherwise be liable to Tenant for any damages resulting from Landlord's failure to deliver possession of the Premises on the Lease Commencement Date. Should the Landlord at any time during the Lease Term deem it necessary or advisable, in its sole discretion, Landlord shall have the right to move Tenant to similar accommodations within Millennium Hall. If at any time during the Lease Term Tenant fails to meet the eligibility requirements contained herein, Landlord shall have the right to terminate this Lease. Irrespective of such termination, Tenant shall remain liable to continue paying Landlord Semester Installments of Base Rent for the remaining Lease Term, or until the entire Base Rent is recovered by Landlord through mitigation of damages.
8. **Utilities** Tenant is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Landlord herein. Enhanced or premium channel Cable TV ("CATV") service, long distance telephone service, and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Tenant. Landlord shall provide reasonable amounts of water, heat, electricity, gas, on-campus telephone service (not including long distance or off-campus service), data connection, and basic CATV service. Tenant must provide all Ethernet cables, televisions, television cables, or telephone equipment, and all computers must have an Ethernet card to access the Internet connection provided. Landlord does not provide any computer services to Tenant; maintenance of any of Tenant's computer equipment is the sole responsibility of Tenant. In respect to the various services herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of any rent, charge, or other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents, alterations, desirable or necessary repairs, or due to inability or difficulty in securing supplies or labor for the maintenance of such services, or due to any other cause whatsoever, unless the interruption or curtailment shall be caused by negligence on the part of the Landlord or shall continue beyond a reasonable time following due notice to the Landlord of the existence of such curtailment or interruption. No diminution or abatement of any rent, charge or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Premises, Apartment Unit, the Building, or any part, thereof, nor for any space taken to comply with any law, ordinance or order of government or University authority. Landlord shall provide refuse removal from chutes within the Building; however tenants are required to place trash in the designated areas. Tenants are to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Tenants must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the Agent's management staff and other tenants when the Apartment Unit is occupied. **When the unit is unoccupied in the cold weather months, the Tenant should keep the thermostat set at 60 degrees. When the unit is unoccupied in warmer months for any period of time in excess of one (1) day in length, the Tenant should keep the air conditioning set in the 'off' position. Electricity and water usage per apartment will be measured. Landlord reserves the right to charge each tenant for utility usage in excess of 120 percent of the average quarterly usage for comparable size apartment units. Tenant agrees not to install, operate or place in the Premises or Apartment Unit any refrigerator, freezer, stove, cooking device, air conditioning unit, clothes drier, washing**

machine, nor any other major appliance not otherwise provided or authorized in writing by Landlord.

9. **Default** A default under the terms of this Lease will result in the acceleration of all Semester Installments of Base Rent, making them immediately due and payable, and will not otherwise release Tenant from his or her obligations hereunder.
- A. The events of default set forth below shall constitute a breach of the Lease and may result in any or all of the following remedies:
- i. Termination of the Lease;
  - ii. Denial of future housing and/or legal action;
  - iii. Repossession of the Premises;
  - iv. Referral to Towson University for Judicial or administrative action.
  - v. Refusal to renew the Lease for additional terms.
  - vi. Such other remedies as provided by law or by this Lease.
- B. Events of default include, but are not limited to:
- i. Tenant's failure to make any payment of rent or additional charges, fees or penalties due under this Lease when due;
  - ii. Any breach or violation of the terms of this Lease, including failure to maintain student status or program participation for designated spaces;
  - iii. Refusal to vacate the Premises or Apartment Unit upon termination of the Lease;
  - iv. Violation of the *Millennium Hall Rules and Regulations*, incorporated herein by reference;
  - v. Violation of Towson University *Code of Student Conduct*, incorporated herein by reference;
  - vi. Violation of any applicable Federal, State or local ordinance.
- C. In the event of breach or default of Lease, Tenant will be liable for damages as follows:
- i. For all past due rent and charges.
  - ii. For all unpaid Semester Installments of Base Rent that would accrue through the expiration of the Lease Term.
  - iii. For all expenses that Landlord may incur in preparing the Premises for future occupancy.
  - iv. For all court costs, collections costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's breach.

In the event of a breach of any of the terms and/or conditions of this Lease, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of its election to terminate the Lease. Said written notice may be given to Tenant personally, by first class mail, or by leaving a copy thereof at the Apartment Unit. Tenant shall within such time vacate the Premises and Apartment Unit and Landlord shall be entitled to immediate possession of the Premises and Apartment Unit and may avail itself of any remedy provided by law for the restitution of possession. Nothing contained in this paragraph shall in any way relieve or excuse the obligation of Tenant to make all Monthly Installments of Base Rent for the entire term of the Lease, nor shall this paragraph in any way limit the right of the Landlord to avail itself of all remedies otherwise provided by law to it by reason of such breach.

10. **Tenant's Use** The Premises and Apartment Unit shall be occupied exclusively by the assigned tenants for residential use only. Tenant shall not use the Premises or any part of the Apartment Unit, Building, or Millennium Hall Property for any commercial business or purpose without the prior written consent of Landlord and Towson University Department of Housing and Residence Life. Tenant shall use and occupy the Premises and the Apartment Unit in strict compliance with applicable local, State and Federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Landlord and University rules or regulations.

No person or persons other than Tenant shall occupy the Premises or Apartment Unit without the express prior written consent of Landlord. Landlord will not execute leases where the number of residents exceeds one (1) person per bedroom. Guests are permitted under the following terms and conditions:

- a. Guest(s) visit(s) may not exceed three (3) consecutive days or a total of five (5) days in any calendar month.
- b. All other tenants of the Apartment Unit consent to the visit.
- c. Guest(s) abide by all Landlord and University rules or regulations.
- d. Tenant, as host, assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest's behavior. Tenant must strictly respect the privacy and right to normal use of the Apartment Unit by other tenants in entertaining guest(s).
- e. Tenant must escort guest(s) at all times while inside the Building.

Tenant hereby automatically accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-tenant access to the Building and/or Apartment Unit.

11. **Abandonment or Failure To Occupy** If Tenant shall abandon the Premises, or quit and vacate the Premises voluntarily or involuntarily, the same may be relet by Landlord for such rent and upon such terms as Landlord in its discretion may deem reasonable and advantageous; and, in the event of such reletting, Tenant shall be and remain liable for any deficiency in Base Rent, expenses incident to such reletting, and any damages which Landlord may sustain by virtue of Tenant's abandonment. In the event of the loss of an Apartment Unit resident or failure of an Apartment Unit resident to take occupancy, Landlord shall have the sole and exclusive right to assign a new resident to the Apartment Unit. Landlord has no obligation to obtain permission from Tenant to assign a new resident to the Apartment Unit, nor does the Landlord have any obligation to inform Tenant of any new resident assignment or move-in.
12. **Renewal** This Lease terminates on the Lease Termination Date stated herein. In the event Tenant wishes to enter into a new lease for the next academic year, Tenant must comply with Landlord's notices and procedures governing lease renewals to be provided to Tenant on or about the beginning of the Spring Semester. Landlord reserves the right to refuse to offer a lease to Tenant during any subsequent academic year at Landlord's sole discretion. Should any Tenant occupy any of Landlord's property after the Lease Termination Date with the approval of the Landlord, Tenant must execute a new lease with Landlord and, beginning the day after the Lease Termination Date stated above, rent shall be paid at the new lease rate. Tenants entering into a lease for the same bedroom for a subsequent academic year will be allowed to remain in their assigned bedroom for the period between the Lease Termination Date for the current academic year and the Lease Commencement Date for the next academic year.
13. **Assignment or Subletting** Tenant shall not assign, sublet or transfer his or her interest in the Premises, Apartment Unit, or any part thereof without Landlord's prior written consent. Tenants shall have the ability to transfer their lease provided they strictly follow the procedures established by Agent, to include paying a One Hundred Dollar (\$100) lease transfer fee, due to the additional administrative work involved in transfers of the lease. Tenant bears the full responsibility for finding a qualified replacement student to take over the Lease for any remaining portion of the Lease Term in the event of a permitted transfer. In order to be released from the Lease, Tenant must ensure that the replacement student meets all Millennium Hall eligibility requirements, as determined by Towson University; completes all appropriate paperwork, pays all appropriate fees and charges, and takes possession of the Premises. Replacement tenants shall have no automatic right to renew the Lease for subsequent lease terms, nor shall they be given any preferential consideration with regard to occupying the Premises or Apartment Unit for future lease terms.
14. **Hold Over** If Tenant fails to vacate and/or check out of the Premises and Apartment Unit by the Lease Termination Date, Tenant shall be obligated to pay Landlord, as additional rent, a fee of one hundred dollars (\$100) per day for each day or portion of a day that Tenant remains past the Lease Termination Date. In addition, Tenant shall be liable for all consequential and/or other damages suffered by Landlord, including lost future rents, as a direct or indirect result of Tenant's holding over. In the event that any item of personal property are left in the Premises or Apartment Unit after this Lease has been terminated, Landlord will consider these items to be abandoned and Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else. In the event Landlord shall commence legal action as

a result of Tenant's holding over, Tenant shall additionally be liable to Landlord for any and all court costs and reasonable attorney's fees incurred by Landlord as a result.

15. **Right of Inspection and Entry** Tenant agrees that Landlord, its agent or representative, or University staff may enter the Apartment Unit and Premises at reasonable hours for the purposes of making inspections and repairs, decorations, alterations or improvements, to supply services and/or to exhibit same to prospective tenants. Except in the event of an emergency affecting health, safety, or welfare of Tenant or any resident or any property thereof (in which event Landlord may immediately enter the Apartment Unit and Premises at any time without prior notice to, or consent from, Tenant), Landlord shall give Tenant at least twenty-four (24) hours advance notice (written or oral) of intent to enter and shall enter only during normal business hours or at such other time as is mutually agreed to by Landlord and Tenant. In the event that Tenant is absent from the Premises at the time of entry, Landlord shall supply Tenant within twenty-four (24) hours after entry with a written report of the entry, setting forth the purpose of the entry and the details of any repair, decoration, alteration or improvement. Entry notices may be posted in public places such as elevators, in hallways, on doors or circulated by means of campus newspapers, newsletters, or other forms of communications. In the event Tenant shall refuse entry to the Apartment Unit or Premises and by such refusal additional costs are incurred or additional damages are caused to the Apartment Unit, Premises, or Building, Tenant will be liable for all such costs and damages. In addition, abuse of access rights by any Tenant shall be a basis for termination of the Lease. **Tenant acknowledges that Landlord or its agent or representative will inspect the Premises and Apartment Unit on a regular basis to ensure Tenant's compliance with all rules and regulations and maintenance of the Apartment Unit and Premises in a good, clean, and sanitary state.** A maintenance request by a co-resident of the Apartment Unit occupied by Tenant shall constitute permission for the Landlord or its Agent to enter into the Apartment Unit. Tenant shall also permit Landlord or its agent or employees to enter the Apartment Unit and Premises upon scheduled appointments for the purpose of displaying the same to prospective lessees. No such prior appointment shall be necessary if this Lease has been declared in default or if Tenant has abandoned the Premises. Landlord hereby reserves all rights to enter any Apartment Unit on a regular basis for maintenance, health and safety, and care requirements. Further, Landlord reserves the right to enter any Apartment Unit and the Premises in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Premises or Apartment Unit's occupants or contents.
16. **Parental or Sponsor's Guaranty** Landlord requires, as a condition of this Lease, a binding Continuing Guaranty of Lease (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within fifteen (15) days from the date of execution of this Lease by Tenant, or if such Guaranty is not fully executed, notarized, and returned to the Agent prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.
17. **Notice** Any notice or communication which either Tenant or Landlord is required to give to the other shall be in writing, delivered by U.S. mail or in person, addressed to Tenant at the address of the Premises and to the Landlord at Agent's Management Office located at Suite 6115, Millennium Hall Main Office or to such other address as either party may from time to time direct by written notice to the other.
18. **Other Conditions** In addition to the provisions set forth above, Tenant agrees that (s)he has access to and agrees to abide by the Guide to Community Living that is provided upon Check-in. All the terms and provisions set forth in the Guide to Community Living are incorporated by reference into this Lease. Tenant acknowledges that failure to abide is a default under this Lease which will result in any or all of the following: fines; warnings; meetings with the Landlord; University judicial or administrative proceedings,

assignment of community service work hours; removal from student housing; denial of future housing; collections referral and agreement to pay the full cost of same; and/or legal (criminal and/or civil) action as appropriate, including the agreement to pay all associated costs and attorney's fees of such action.

19. **Liability** Landlord shall not be liable for any personal injury to any Tenant or his/her guests, or any damage or loss to Tenant's property or the property of Tenant's guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity irrespective of the cause. All personal property placed or kept in the Apartment Unit and Premises, or in any storage room or space or anywhere on the adjacent Property of the Landlord, shall be at Tenant's sole risk and the Landlord shall not be liable for any damages to or loss of, such property. Landlord encourages Tenant to keep his/her doors locked at all times. Furthermore, Landlord shall not be liable for any injury, loss, damage or liability from any cause whatsoever to Tenant, or to any other person, or to his/her personal property, occurring in any portion of the Building or upon the grounds, including any elevators, stairways, hallways, or any other appurtenances used in connection therewith except to the extent such injury, loss, damage or liability arose from the omission, fault, negligence or other misconduct of Landlord or where such damage is occasioned by Landlord's failure to repair or maintain the Apartment Unit and Premises. No insurer may claim a right of Tenant's subrogation by reason of the invalidity of this provision.
20. **Counterparts** This Lease may be signed in any number of counterparts.
21. **Permission** By signing this Lease Tenant and/or Parent or Guardian or Guarantor grants permission to Landlord and its Agent to request and receive information from Towson University, disciplinary status (to confirm the student is eligible to live in University housing and to participate in the University student discipline system), payment history (to make sure the student does not owe any money to the University), year in school (student must be a second semester freshmen or higher to live in the building), enrollment status (student must be full time status or equivalent to live in the Building), data on use of his/her University ID card (to enable building access), eligibility for housing, financial aid eligibility/disbursement (Tenant may defer rent payment until financial aid is dispersed), and number of credit hours being taken in the current semester or registered for in a future semester (to verify status of Tenant). This permission for sharing of information with Towson University shall only apply during the residency period outlined earlier in this Lease. Tenant also allows Landlord/Agent to inform the University of any tenant who is in arrears for rent or other fees owed to the Landlord/Agent. Furthermore the Tenant and Parent or Guardian grants permission for Owner or its Agent to contact at any time the Parent or Guardian or Guarantor regarding any issue related to the Tenant's residency in Millennium Hall.
22. **Smoke Detector** Tenant acknowledges that the following will be provided: one (1) smoke detector in each bedroom and two (2) smoke detectors in the living room, in good working condition and properly installed. In addition, Tenant agrees to immediately notify Agent in the event that the smoke detector equipment becomes or appears to become damaged, lost stolen, or otherwise inoperable. Tenant further understands that the willful damage, tampering, theft, or destruction of any smoke detector or other life safety system endangers the safety of Tenant and others in case of emergency. Tenant agrees that Landlord may charge for the replacement of batteries, and damaged or missing smoke detectors, and that such charges may be collected as additional rent. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing by Agent.
23. **Photograph Release** Tenant gives permission to Landlord and its Agents, to use, without liability or remuneration, any photograph or photographic image taken of Tenant while participating in Landlord sponsored events, or while Tenant is in the common areas, public spaces, grounds, Buildings, or offices of Millennium Hall. The use of Tenant's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.
24. **Package Release** Tenant authorizes Landlord and its Agents to accept packages, parcels, and deliveries on behalf of Tenant. Tenant hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable

packages, parcels, and deliveries may not be stored in a climate-controlled environment. Tenant agrees to hold Landlord and its Agents free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such packages, parcels or deliveries are not claimed with seven (7) days, they will either be returned to the sender or discarded as Landlord deems appropriate.

25. **Warranty of Habitability** Landlord hereby warrants that at all times during the tenancy it will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use, or appearance of the Premises and the property of which it is a part. Landlord covenants that the Premises and all common areas will be delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.
26. **Attorney's Fees** Tenant agrees to pay all costs of filing suit, all warrant fees, all services costs, reasonable attorney's fees, and any other costs or fees allowed by law as may be awarded by the court in any action to enforce Tenant's obligations under the Lease.
27. **Tenant's Maintenance Obligations** Tenant shall comply with all obligations imposed upon him/her by the Lease and by applicable provisions of all State, County and municipal statutes, codes, regulations and ordinances, and in particular will:
- a. Keep that part of the Apartment Unit that the Tenant occupies and uses clean and sanitary.
  - b. Dispose from the Premises and Apartment Unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner.
  - c. Keep all plumbing fixtures as clean and sanitary as their condition permits.
  - d. Properly use and operate all electrical and plumbing fixtures.
  - e. Prevent any person in the Premises or Apartment Unit with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or Premises, Apartment Unit, Building or the facilities, equipment, or appurtenances thereto, nor him/herself do any such thing.
  - f. Comply with all legal covenants and rules the Landlord can demonstrate are reasonably necessary for the preservation of the property and person of the Landlord, other tenants, or any other person.
  - g. Refrain from interfering with the rights of other tenants to peacefully enjoy the use and occupancy of the Building and Apartment Unit.
  - h. Provide Landlord with a copy of all keys necessary to gain access to the Premises and Apartment Unit if locks have been added, altered, or changed by the Tenant from the start date of the Lease.
  - i. Strictly comply with the Guide to Community Living concerning maintenance requests.
28. **Non-Retaliation** Landlord shall not evict Tenant or arbitrarily increase the rent or decrease the services to which the Tenant has been entitled for any of the following reasons: (a) solely because Tenant or Tenant's agent has filed a good faith written complaint, or complaints, with Landlord or with any public agency or agencies against Landlord; (b) solely because Tenant or Tenant's agent has filed a lawsuit, or lawsuits, against Landlord; or (c) solely because Tenant is a member or organizer of any tenants' organization. The relief provided under this section is conditioned upon the court having not entered against Tenant more than three (3) judgments of possession for rent due and unpaid in the twelve (12) month period immediately prior to the initiation of the action by Tenant or by Landlord. No eviction shall be deemed to be a "retaliatory eviction" for purposes of the section upon the expiration of a period of six (6) months following the determination of the merits of the initial case by a court. Nothing in this section may be interpreted to alter Landlord's or Tenant's rights to terminate or not renew a tenancy governed by a written lease for a stated term of greater than one (1) month at the expiration of the term or at any other time as the parties may specifically agree.
29. **Rent Escrow** Landlord hereby acknowledges rent escrow as a lawful Tenant remedy in the event of serious, substantial and dangerous defects or conditions existing within or as part of the Premises, or upon the property used in common of which the Premises forms a part, which threaten the life, health and safety of the occupants of the Premises. In order to employ the remedies provided by this section, Landlord must be given a reasonable time after receipt of notice in which to make the repairs or correct

the conditions. Notice shall be given by: (1) a written communication sent by certified mail listing the asserted conditions or defects; (2) actual notice of the defects or conditions; or (3) a written violation, condemnation, or other notice from an appropriate State, County, or municipal government agency stating the asserted conditions or defects.

30. **Subordination** This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust, now or hereafter covering the Premises, Apartment Unit or Building in which the Premises is located, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination. Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that Tenant fails to do so within fifteen (15) days from the date of receipt of written request therefore from Landlord or the lender(s), Landlord shall have the right and is hereby authorized to execute on behalf of Tenant any such document(s). Tenant agrees to attorney to any subsequent owner of the Property.
31. **NTC / Shentel** Tenant hereby consents and gives Landlord permission to disclose any contact information Tenant provides to Landlord, including Tenant's name, addresses, telephone numbers, electronic mail address, and lease agreement terms, to NTC/Shentel Communications, L.L.C., and its affiliates ("NTC"), the provider of network access, cable television and telephone services for the Premises. Any information disclosed to NTC/Shentel is solely for the use of NTC/Shentel and its business partners for the purpose of providing services to Tenant. Tenant also grants to NTC/Shentel, or its agents, express authorization to contact Tenant at the telephone numbers provided in this Lease to market the services of NTC/Shentel to Tenant.
32. **General Lease Provisions.**
- a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.
  - b. Tenant acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.
  - c. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Tenant acknowledges that a copy of this Lease was delivered to Tenant at the time the Lease was fully executed.
  - d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular part, term or provision held to be invalid.
  - e. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.
  - f. Tenant acknowledges that, if requested, Tenant did receive, prior to signing, a copy of the proposed Lease form in writing, complete in every material detail, except for the date, the name, and address of the Tenant, the designation of the Premises, and the rental rate, without requiring execution of the Lease or any prior deposit.
  - g. Landlord will only accept cash payments from Tenant to avoid eviction. Landlord shall provide Tenant with a written receipt for all cash payments paid by Tenant to Landlord for Security Deposit, Rent or otherwise.

**TENANT**

**LANDLORD (or its agent)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TENANT'S PARENT/LEGAL GUARDIAN (if Tenant is under 18 years of age)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip



# RENT COLLECTION POLICY

The following Rent Collection Policy is incorporated by reference and made a part to the Lease between Landlord and Tenant.

1. All rental payments are due by August 18, 2006 and January 23, 2007 in the amounts of \$3,567 (per semester), payable by cash, cashier's / certified / personal check, money order or credit card (VISA or M/C only). Electronic funds transfer payments cannot be accepted. No bills, invoices or statements will be sent – the Lease serves as notification of payment due dates.
2. Rental payments shall be made payable to "Capstone Properties" and either mailed to Millennium Hall, 8000 York Road, Box 6115, Towson, Maryland 21252, in time to be received by the published due dates or paid in the Main Office, Monday through Friday, 9 AM to 5 PM.
3. Rent must be paid in full. No partial, incomplete or post dated checks will be accepted. Post dated checks, incomplete checks or checks not made payable to Capstone Properties will be mailed back to the address of record for Tenant. Please write Tenant's full name and the apartment / bedroom in the memo section of the check.
4. There will be a five percent (5%) late fee charged to Tenant's rental account if rent is paid AFTER the third (3<sup>rd</sup>) business day after the Rent Due Date. Late charges are considered to be and collectable as additional rent.
5. If rent is not paid in full by the Lease due dates, legal action may be taken to collect same and/or to recover possession of the Premises. The cost for all such actions will be charged to Tenant's account. Personal checks will not be accepted for payment once legal action has been filed. In such event, the balance must be paid by cashier's check, certified check, credit card, or money order.
6. Checks will only be submitted to the issuing bank once for payment. If Tenant's bank returns a check for non-sufficient funds (NSF), Tenant is required to repay the amount of the check and all additional charges immediately upon notification. All returned checks are charged a twenty-five dollar (\$25) returned check fee, in addition to the five percent (5%) late charge if repayment is not received within ten day [10] days following notification of the insufficient payment. After two (2) NSF checks, Landlord will no longer accept personal checks from Tenant; only cashier's checks, certified checks, credit card, or money orders will be accepted.
7. Any rent not paid when due will be reasonable grounds for termination and/or non-renewal of the Lease.

\_\_\_\_\_  
Tenant Printed Name

\_\_\_\_\_  
Tenant Signature

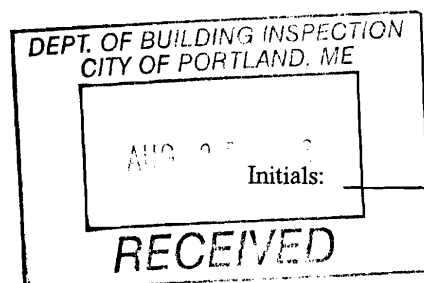
\_\_\_\_\_  
Apartment                      Bedroom

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Guarantor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Guarantor Signature





# 2006-2007 Millennium Hall Application

Applicant \_\_\_\_\_  Male  Female  
 SSN \_\_\_\_\_ Student ID Number \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Email \_\_\_\_\_

## Parent / Guardian Information

Name \_\_\_\_\_ Relationship To Applicant \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_  
 Employer \_\_\_\_\_ Phone \_\_\_\_\_

## Emergency Notification

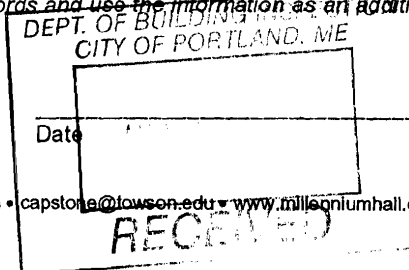
In case of emergency, notify \_\_\_\_\_ Phone \_\_\_\_\_  
 Nearest relative not living with you \_\_\_\_\_ Phone \_\_\_\_\_

- This Application is for a space within Millennium Hall and does not guarantee a specific apartment or bedroom. To secure a place in Millennium Hall, applicants are required to complete all leasing paperwork and submit a \$200 reservation fee at the time of application or lease signing.
- A \$100 cancellation fee will be assessed unless cancellation is due to withdrawal from Towson University (documentation will be required). Residents are financially responsible for the Lease unless the cancellation request has been approved.
- Millennium Hall is a smoke-free community. Violators will be subject to action that could result in the termination of the Lease.
- Because Millennium Hall has 180 parking spaces for 420 residents, parking is not guaranteed. To be added to the Waiting List, please email your request to [capstone@towson.edu](mailto:capstone@towson.edu). You will be notified when a permit becomes available. If a permit is not available, residents who will have a car on campus must purchase a Towson Run Area Permit through Parking Services to park close to the building. The Towson Run Apartments are located behind Millennium Hall.

*I have read and agree to all provisions of this Application. I have read and fully understand the terms and conditions set forth in this Application. I understand that this application is a part of my Lease agreement, especially those areas regarding fees. I hereby authorize Millennium Hall and/or Capstone Properties to make any necessary investigation as to the information contained in this Application. I understand that this may include, but not be limited to, a credit report, verification of employment, past rental history, student conduct, and criminal history. I, therefore, consent to this investigation, and certify that all stated facts are true, and it is understood that any misrepresentation or omission may be cause for Millennium Hall and/or Capstone Properties to reject this application and/or terminate the Lease. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this report. I authorize Millennium Hall and/or Capstone Properties to examine my criminal records and use the information as an additional basis to determine whether this Application shall be approved or denied.*

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

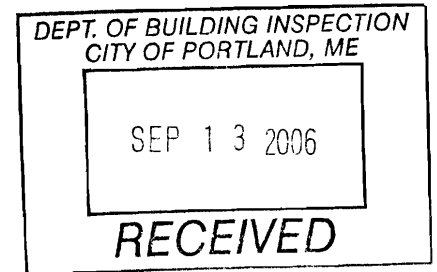


MITCHELL & ASSOCIATES  
LANDSCAPE ARCHITECTS

September 12, 2006

9/13/06

Mr. Richard Knowland, Senior Planner  
and Planning Board Members  
City of Portland  
389 Congress Street  
Portland, ME 04101



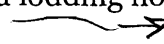


**RE: Bayside Village – A Student Housing Complex**

Dear Rick and Board Members:

The following correspondence has been prepared to address staff review comments received on September 8, 2006. We are in the process of revising the plans to address these comments. Revised plans will be submitted after the planning board workshop meeting scheduled for September 12, 2006.

**Planning Staff**

- The plan references to multi-family housing on all plans should be revised to address the proposed use as a lodging house.    lodging house

**The plans have been revised to address this comment.**

- A letter from MDOT to review the proposed activities in the state right of way shall be provided.

**A copy of the letter from MDOT is attached.**

- A written agreement with the medical office building and parking garage shall be provided to address use of additional parking spaces.

**The applicant is currently formalizing the agreement with Capital, LLC developer for the proposed medical office/garage development. A copy will be provided prior to the public hearing.**

- An easement agreement between the applicant and the proposed medical office/garage development for use of the shared access drive, including public access rights to the city shall be provided.

**The easement agreement is currently being prepared and will be submitted within the week.**

- An easement agreement between the applicant and the city is required for use of the proposed access drive opposite the Chestnut Street extension.

**The applicant is working with the city legal department to prepare the easement agreement for vehicle and pedestrian access. This agreement will also include easement language for installation of stormwater infrastructure.**

### **Traffic Engineer Comments (Site Plan)**

- The secondary driveway should be designed to be compatible with anticipated future conditions (right-turn entry/exit only).

**A raised concrete Delta Island with sloped granite curb will be provided to delineate right turn in – right turn out movement.**

- The applicant should provide documentation that METRO has reviewed the proposed plans for a bus stop and bus shelter and approve the location and design elements.

**The city as part of the RFP for this property required that the applicant provide an area for the bus stop and to include a structure. The applicant believes that coordination with METRO was to have been completed by the city.**

- The primary driveway entrance opposite Chestnut Street should be redesigned to allow for optimal approach capacity. Based upon future development opportunities, including the Miss Portland Diner and an AMTRAK Rail Station, it is suggested that two approach lanes be provided. The public right-of-way on this approach is 36 feet and it is my recommendation that this space consist of two 10-foot approach lanes, one 11-foot entry lane, and one 5-foot sidewalk.

**We are in the process of revising the plans to accommodate for the three lane design. To accommodate for the lane structure and protection of the building we are exploring some minor site and building modifications.**

- I would suggest that Eric Labelle closely review the plans as it relates to geometric modifications along the Marginal Way curb line.

**No comment required.**

- The City does not mark parking stalls. The site plan should be modified accordingly.

**The site plan indicated the markings for the purpose of demonstrating dimensional requirements marking reference shall be removed from the plan.**

- A flush concrete surface currently exists on Marginal Way in the vicinity of the project. I would suggest that it be removed.

**The applicant, in conjunction with the proposed medical office/parking garage development will coordinate proposed improvements to be made on Marginal Way to include the flush concrete surface situated in the middle of Marginal Way.**

- The dimensions on the site plan for the Marginal Way cross-section and those depicted on conceptual plan included in the traffic study are different. The plans should be consistent.

**The site plan has been revised to coordinate dimensions for consistency.**

- It is unclear on what is being proposed by this project for physical improvements to Marginal Way and along Preble Street.

**The applicant will be making the curblines and sidewalk improvements along the property frontage including required lane striping along Marginal Way to the north. The applicant will contribute their fair share toward the installation of improvements required for both projects along Marginal Way.**

- A crosswalk should be provided across Marginal Way on the west side of Chestnut Street. This will require an ADA compliant HC ramp.

**We would like to review this request with the city's traffic engineer, and transportation engineer to discuss design concerns.**

### **Traffic Management Study**

Gorrill-Palmer Consulting Engineers have prepared a written response to Mr. Errico's comments and submitted under separate cover.

### **Architecture**

We have not included response to staff comments at this time as these issues will be discussed during the workshop meeting. Responses and plan revisions will be submitted after the workshop meeting and before the public hearing for staff review.

### **Neighborhood Meeting**

The applicant held a neighborhood meeting at the Avesta Housing Office 307 Cumberland Avenue on August 23, 2006 from 5:30 PM until 8:00 PM. Enclosed is a copy of the required neighborhood meeting documentation.

### **Cogeneration System**

We have included a cut sheet for the proposed cooling tower as requested. The final design of the system has not been completed at this time. The cut sheet indicates the height options that are available with a maximum height of approximately 16 feet. Once the final design has been completed we will provide the actual unit to be used.

Once we have received comments from the Planning Board, during the September 12, 2006 workshop session final plan revisions and or responses will be provided for staff review before the September 26, 2006 public hearing. Should you have any questions or comments, please do not hesitate to call.

Sincerely,  
Mitchell & Associates



Robert B. Metcalf

Enclosure

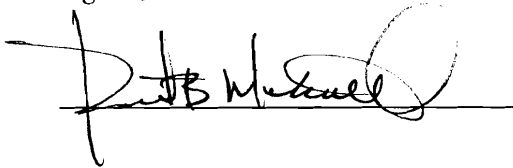
cc: Ed Marsh  
Ben Walter  
Will Haskell'  
Tom Gorrill  
Jeremiah Bartlett

# Neighborhood Meeting Certification

I, **Robert Metcalf, Agent, of Mitchell & Associates** hereby certify that a neighborhood meeting was held on **August 23, 2006** at **Avesta Housing, 307 Cumberland Avenue** at **5:30 PM**.

I also certify that on **August 14, 2006**, invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the "interested parties" list.

Signed,

A handwritten signature in black ink, appearing to read "Robert Metcalf", written over a horizontal line.

Sept 12, 2006 (date)

Attached to this certification are

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

NEIGHBORHOOD MEETING INVITATION

Southern Maine Student Housing, LLC  
247 Commercial Street  
Rockport, Maine 04856

August 10, 2006

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for **Bayside Village - A Student Housing Complex** located at 120 Marginal Way.

Meeting Location:           AVESTA Housing – 307 Cumberland Avenue  
Meeting Date:                Wednesday, August 23, 2006  
Meeting Time:                 5:30PM - 7:00PM

The City code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list" be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please call Bob Metcalf at Mitchell & Associates, 774-4427.

Sincerely,  
Ed Marsh, Southern Maine Student Housing, LLC.

Note: Under Section 14-32(C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.



# BAYSIDE VILLAGE - A STUDENT HOUSING COMPLEX

## Neighborhood Meeting

Avesta Housing, 307 Cumberland Avenue

August 23, 2006

5:30 - 7:00 PM

### Attendance Sheet

Name	Address	Phone
<del>ED MARSH</del>	RRC	
Betsy Melrose	Mitchell Associates	774-4427
Steven Schorf	<del>100</del> P.O. Box 4135 (04101)	774-9393
Steve Hinkson	BNA 14 Hanover	773-6787
Dory - Anna Waxman	BNA C.O.	415-0769
Tom Trott	BNA -	
Linda K. Kemmiller	442 Cumberland Ave	775-3260
Greg Shubert	Shady Cove Ue	523 3400
Amy McCusker	25 Paris St 04101	773-6517
Colette Bouchard	18 Hanover St.	773-6787
<del>BOB ADAMS</del>	231 STATE ST.	773-2565
<del>BOB METZKE</del>	MICHAEL & ASSOC.	774-4427

# Please Sign In

Name	Address	Email - Phone
Ben WALTER/CWS	434 CUMBERLAND	BWALTER@CWSAKKH.COM 774-4441

Bayside Village – A Student Housing Complex  
Neighborhood Meeting Minutes  
August 23, 2006 from 5:30-7:15 PM  
Avesta Housing

Bob Metcalf – Mitchell & Associates

- Interstate 295 is at same elevation as the 2<sup>nd</sup> floor of the housing
- Grade issues have come to light with location of Narrow Gauge Railroad, sidewalk, and buildings due to road elevation around 10 and building elevation for finish floor at 12 due to flood zone elevation (not officially designated as a flood zone on the maps)
- Marginal Way Master Plan is shown on these plans
- Access drive across from Chestnut Street has been realigned to accommodate Miss Portland Diner

Q: Has visual assessment been done for the site? Have the views which will be blocked been taken into consideration?

A: (Ed Marsh) The City was looking for a taller high-rise style building in this area, but we are proposing this size structure. Visual blocking to Back Cove has not been an issue so far

Q: Concern noted about misalignment of Chestnut Street and drive into parking garage.

A: (Ben Walter) This traffic movement has been looked at by Carmody, Errico, and Gorrill-Palmer and no concerns have been found.

Discussion about building heights/Bayside Vision.

- Bayside plan calls for height density due to the high cost of the land
- Parking needs to be in a structure or on site

Q: What is distance from housing to interstate travel lane?

A: (Bob Metcalf) Approximately 100 feet to 105 feet. (Ed Marsh) Air conditioners are located on this side of the building, so noise to residents will be mitigated in the summer.

Q: How tall is this structure compared to others in area?

A: (Ben Walter) Bayside Village is about 58 feet tall and AAA is approximately 70 feet tall.

Q: How did the 2 foot grade difference from the road translate to the building?

A: (Bob Metcalf) Road is at elevation 10 and building floor is at elevation 12. The parking garage has a slightly lower elevation than the building

elevation. The sidewalk slopes up from the parallel parking area to the retail storefronts (5% slope).

Q: Is all parking accommodated on site?

A: (Ed Marsh) 102 spaces are on the site. Marketing studies have shown that this number will be more than adequate. The original site plan had no parking, but the City wanted the site to have some parking. There is a possibility of leasing spaces from the adjacent office building during off-peak times. This lease is in negotiation. Spaces in our garage will be rented for a monthly fee of \$75-\$85. Shuttle negotiations with USM are underway.

(Bob Metcalf) USM has parking which is part of the student tuition 0.7 miles away from this site.

Q: What happens for students from other schools that do not have local parking included in tuition?

A: (Ed Marsh) They will need to make other arrangements.

Q: An arrangement needs to be made so that students aren't parking on local streets and displacing residents.

A: (Ed Marsh) This building will have 24 hour staff. Vehicles not in compliance will be towed. We are stressing alternative use of travel (bikes, etc)

Q: What type of business will be in the retail spaces?

A: (Ed Marsh) Retail space will have 2-3 shops, primarily for local users, not as a destination use. Most likely a coffee shop and/or copy shop. 3,000 SF of retail space is part of the purchase and sale agreement and must remain as such.

(Ben Walter) The lack of parking on site will determine who wants to rent this space

Q: Has the applicant worked with the bike and pedestrian committee?

A: Not directly, but we have an interest.

Q: Is this a green roof?

A: Partially. This leads into the architectural presentation.

Ed Marsh – Southern Maine Student Housing, LLC

- This is a work in progress, we take all comments seriously, we are incorporating input, this is why this design looks different than the last one we presented.

Ben Walter – CWS Architects

- We are still investigating materials
- Parking has been added to the building since our original plan
- Structural engineering is being reviewed to coordinate columns and structural work on this building
- Bike storage accommodates 95 bikes
- 3,000 SF retail is required in Purchase and Sale agreement
- We have extra retail space on the site now, so some of this could be converted to bike storage in the future if needed
- Apartment units have 4 bedrooms, 2 bathrooms, kitchen, living room, dining area, washer/dryer.
- Building has common space, management space, fitness room, computer rooms
- Can hold about 500 people on courtyard deck
- Xeriscape planting in courtyard
- Density is 75 units/acre which is fairly high for Portland, but is more in light with what new urbanists are proposing.
- Contemporary Look
  - Cast in place concrete for base
  - Similar materials to Pearl Place and new work on Congress Street
  - Steel or aluminum panel system for upper levels (mini-rib siding, custom break metal)
  - Sun control devices
  - Aluminum would most likely be used due to corrosion resistance and the fact that it is a long term high end material
  - More metal panels are on the market today than in years past.
  - Metal panels are LEEDS certified because they are 25%+ recycled content and are fully recyclable
  - Painted with Kynar 500 for high durability
  - Metal panels have a 20 year warranty, which translates to about a 30 year lifespan before repainting.
  - Metal is lightweight, so makes for a lighter building and is low maintenance and long lasting
  - Masonry cost is skyrocketing (15-20% inflation of costs for masonry verses 8% for more common construction)
- Tri-generation system proposed for the building
  - Natural gas fired and produces electricity, heat and cooling for the building
  - This building is relatively small for this type of system, but it works
  - Excess heat can be used to melt snow on courtyard deck and possibly walkways on site

Ed Marsh – Southern Maine Student Housing

- Realty Resources has worked on numerous projects using the Co-generation system (produces heat and electricity)
  - Freezes building in Bangor is one of their projects

Q: Wasn't geothermal proposed for this project?

A: (Ed Marsh) No, that was never proposed, only the tri-generation.

Q: Could excess heat be used to melt the sidewalk snow in the City ROW?

A: (Ed Marsh) No, because this method could not be used with brick sidewalks.

Ben Walter – CWS Architects

- All appliances are energy star compliant
- Start of construction is anticipated in November 2006
- Construction completion anticipated for August 2007 for new students
- Unique construction techniques allow for this condensed timeframe

Ed Marsh

- Pizzagalli Construction is working on project
- Kent Homes from New Brunswick is constructing modular systems. These will either be trucked or barged to the Site
  - Kent typically does this type of job
  - They have the schedule and capacity to do the work
- We wanted to use Maine companies, but the scale of construction is too much/too disruptive for these smaller companies
- Maine companies also specialize in a different type of construction than is desired for this site.

Q: How will construction be handled on the site?

A: Miss Portland Diner site will be used adjacent site.

Q: Can retail space size be changed?

A: (Ed Marsh) No, the minimum required by the Purchase and Sale is 3,000 SF, whether tenants desire the space or not.

Q: Could these units be used for people other than students?

A: (Ed Marsh) These are market rate apartments which are going to be marketed to students. They are privately funded. The goal is to only have students, but if this is not possible, they could be open to the general public.

Q: Is the bike storage free?

A: (Ben Walter) Yes, the storage is free. Access is from the outside of the building using a secure key card system.

Q: What sort of staffing will the building have?

A: 24 hour staff composed of a manager, assistant manager, security and property specialists (maintenance, etc.). The time schedule for security has not been worked out at this time.

Q: Could larger meeting space be incorporated into this project because this would be a nice feature for the building.

A: The excess retail space could be looked at for meeting space use.

Comment: This is a good looking project

September 12, 2006 – Planning Board Workshop

September 26, 2006 – Planning Board Hearing



Gorrill-Palmer Consulting Engineers, Inc.

Traffic and Civil Engineering Services

PO Box 1237  
15 Shaker Rd.  
Gray, ME 04039

207-657-6910  
FAX: 207-657-6912  
E-Mail: mailbox@gorrillpalmer.com

September 5, 2006

Mr. Dave Sherlock, Region Engineer  
P.O. Box 358  
Scarborough, ME 04070-0358

Subject: Bayside Development  
Marginal Way, Portland, Maine

COPY

Dear Dave,

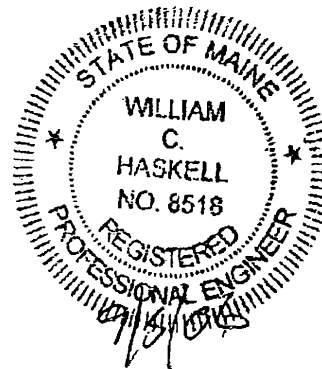
Gorrill-Palmer Consulting Engineers Inc. and Mitchell & Associates, Inc. appreciated the opportunity to meet with you on August 22, 2006 to discuss the proposed grade alterations within the Interstate 295 right-of-way adjacent to the proposed Bayside Village Student Housing Development and the Medical Office Building & Parking Garage. We have prepared two cross-sections of the existing I-295 embankment. These cross-sections show the proposed ditch grading at the bottom of the embankment adjacent to the property line. In addition, each section shows a potential future 16 foot wide lane and shoulder expansion and the associated embankment grading in the vicinity of the Marginal Way projects. Each cross-section assumes that the future 16-foot wide lane will be constructed with a 6% superelevation (to be conservative). As shown, the lane and shoulder expansion can be accommodated while maintaining a 3H:1V embankment slope or flatter in addition to the proposed ditch grading we discussed.

The Marginal Way projects will be discussed at a Planning Board meeting on September 12, 2006. If possible, we would appreciate a written response from MaineDOT regarding this issue prior to that meeting so that we may distribute it to the Planning Board. We would also request notification of any additional conditions or requirements of MDOT in order to perform the necessary work. Please call me with any questions.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

William C. Haskell, PE, CPESC  
Vice President Site Development



Enclosure

cc: Bob Metcalf, Mitchell & Associates, Inc.





STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
SOUTHERN REGION  
P.O. BOX 358  
SCARBOROUGH, MAINE  
04070-0358

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

September 8, 2006

Mr. Robert Metcalf  
Mitchell & Associates  
70 Center Street  
Portland, ME 04101

Re: Bayside Village Development

Dear Bob:

We met in my office with Will Haskell of Gorrill-Palmer on August 22 and discussed your proposal to perform grading activities in the I-295 right of way for the referenced project. At that meeting I requested some additional information regarding the impacts of a future I-295 lane on your proposal.

We have since received and reviewed that information and now conclude that we have no objections to the work in our right of way as presently proposed. The work is shown on Sheet 3 titled "Grading, Drainage, and Utilities Plan" of plans titled "Bayside Village A Student Housing Complex" prepared by Mitchell & Associates dated July 22, 2006 and on a plan by Gorrill-Palmer titled "I-295 Sections", plan sheet A, dated August 25, 2006.

Please note that the State of Maine, by this action, does not give up any rights to use this land in the future.

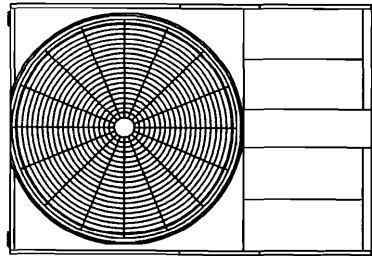
Very Truly Yours,

David Sherlock, P.E.  
Region Engineer

david.sherlock@maine.gov



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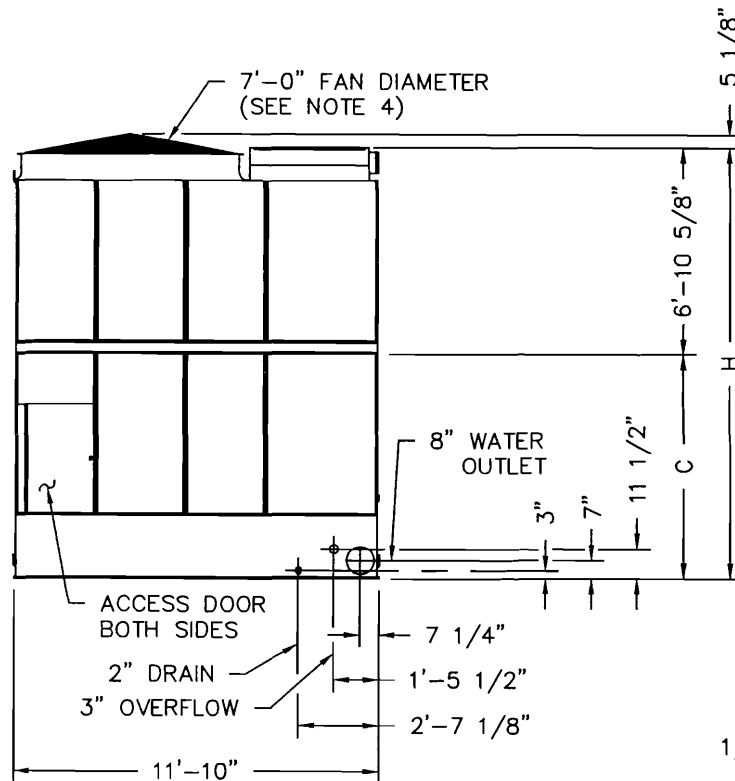


PLAN VIEW

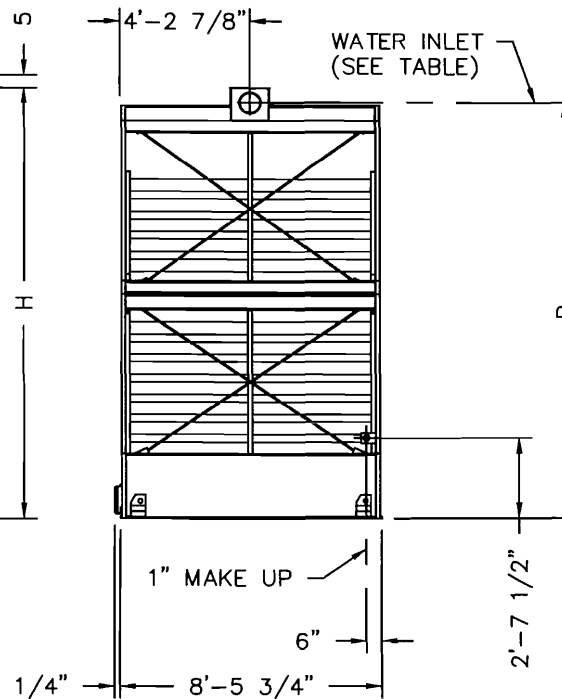
MODEL NUMBER	SHIPPING WEIGHT	FLOW RATE (USGPM)		OPER. WEIGHT @		HEAVIEST SECTION*	B	C	H
		NOMINAL FLOW	MAXIMUM FLOW	NOMINAL	MAXIMUM				
15200	5350	600	958	9840	11430	(U) 2770	13'-9 1/4"	7'-4 3/4"	14'-3 3/8"
15227	5410	681	1083	10100	11490	(U) 2780	13'-9 1/4"	7'-4 3/4"	14'-3 3/8"
15250	5430	750	1190	10280	11510	(U) 2800	13'-9 1/4"	7'-4 3/4"	14'-3 3/8"
15214	5640	642	1032	10440	12450	(L) 2920	15'-1 1/4"	8'-8 3/4"	15'-7 3/8"
15245	5700	735	1177	10730	12510	(L) 2920	15'-1 1/4"	8'-8 3/4"	15'-7 3/8"
15270	5720	810	1293	10940	12530	(L) 2920	15'-1 1/4"	8'-8 3/4"	15'-7 3/8"
15282	5800	846	1349	11120	12610	(L) 2920	15'-1 1/4"	8'-8 3/4"	15'-7 3/8"

\*U = UPPER SECTION  
L = LOWER SECTION

WATER INLET SIZING		
FLOW RANGE	WATER INLET SIZE	A
350-850	6"	7"
851-1350	8"	7"



END ELEVATION



SIDE ELEVATION

NOTES:

- CONNECTIONS 3" & SMALLER ARE MPT. CONNECTIONS 4" & LARGER ARE GROOVED TO SUIT A MECHANICAL COUPLING AND BEVELED FOR WELDING.
- ALL DIMENSIONS ARE IN FEET AND INCHES. WEIGHTS ARE IN POUNDS.
- FOR WEIGHT LOADING AND SUPPORT REQUIREMENTS REFER TO THE SUGGESTED STEEL SUPPORT DRAWING.
- THE AREA ABOVE THE DISCHARGE OF THE FAN MUST BE UNOBSTRUCTED.
- FOR ACTUAL OPERATING WEIGHT INTERPOLATE BETWEEN FLOW RATES GIVEN.

[ RH UNIT ]

B.A.C.  
ORDER NO:



BALTIMORE AIRCOIL  
COMPANY

SERIES 1500  
COOLING TOWER

DATE: / /

DRAWING NUMBER:  
BAC-16501A

B



Bayside Village Student Housing

Transmittal 00010

7/25/2007

**Transmittal To** **Transmittal From**

Michael Nugent  
 City of Portland  
 389 Congress Street  
 City Hall Room 315  
 Portland, ME 04101

Erica Martin  
 Pizzagalli Construction Company  
 131 Presumpscot Street  
 Portland, ME 04103

T: 207-874-8700

F: 207-874-8716

T: 207-874-2323

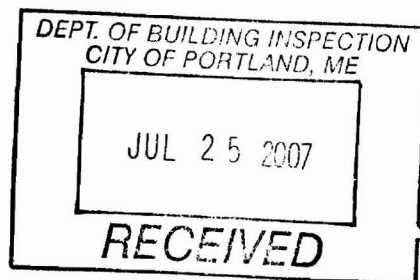
F: 207-874-2727

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Approval
<input type="checkbox"/> Prints	<input type="checkbox"/> Change Order	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Plans	<input type="checkbox"/> Specifications	<input type="checkbox"/> Your Use
<input type="checkbox"/> Samples	<input type="checkbox"/> Review and Comment	<input checked="" type="checkbox"/> As Requested
<input type="checkbox"/> Other:		<input type="checkbox"/> Returned After Loan
<b>Reference:</b>	<b>SENT VIA:</b>	<input type="checkbox"/> Resubmit
Additional info for Foundation Permit	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Submit
	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Returned
		<input type="checkbox"/> Returned for Corrections
		<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/24/2007				Letter from Sea & Shore Contracting, Inc.	NEW
2	1	7/24/2007				Becker Sketch "Typical concrete filled pipe pile to pile cap connection"	NEW
3	1	7/24/2007				Revised Code Compliance Report	NEW
4	1	7/24/2007				Approved pile performance design submittal	NEW
5	1	7/11/2007				GMP Project Schedule	NEW
6	1	7/23/2007				Proposed Test Pile Program	NEW
7	1	7/23/2007				Preliminary Sequence of Work	NEW

**Remarks**

Mike,  
 Please let me know if you have any questions or need any additional information.  
 Thanks, Erica



CC:File

Signed:

Erica Martin

**SEA & SHORE CONTRACTING, INC.**  
**MARINE, PILE DRIVING, & EARTH-SUPPORT CONTRACTORS**

101 Messina Drive - Braintree, MA 02184  
Phone: 781-380-0750 - Fax: 781-380-0752

July 24, 2007

Pizzagalli Construction Company  
131 Presumpscot Street  
Portland, ME 04103

Attention: Erica Martin, P.E.

Subject: Summary of Pile Driving Operations  
120 Marginal Street  
Portland, ME

Dear Ms. Martin,

Sea & Shore Contracting provides the following information as a brief summary our proposed pile driving program for this project. We note this is intended as a cursory overview to supplement our technical submittals prepared by Geosciences Testing and Research, Inc. (GTR); specifically their Wave Equation Analysis Report, Pile Capacity and Negative Skin Friction Evaluation, and Dynamic Pile Testing Procedure, all dated July 18, 2007. We have transmitted these reports previously under separate cover.

**Pile Type and Capacity:** We propose to construct concrete-filled steel pipe piles for this project. The 9-5/8" OD x 0.352" wall pipe will be driven with a closed-end (1-1/4" drive plate welded to the tip of the pipe pile. Upon reaching the required tip embedment (as will be determined from the WEAP and PDA testing), the top of the pipe will be cut to proper elevation and filled with 4,000 psi concrete. The resulting allowable capacity of this pile will be 85 tons. This design load includes provisions for an estimated 15 tons of downdrag load that might develop overtime as a response to ground settlement around the pilings.

**Spacing of Piles:** Piles should be installed with a minimum center to center spacing of 3 times the O.D. of the steel pipe. The design spacing shown on the Structural drawings for this project indicate this minimum spacing has been provided.

**Driving Criteria:** From the results of the Wave Equation Analysis, the recommended final driving criteria for the piles described herein is 10 blows per inch for the final 3 inches of pile penetration utilizing the proposed Berminghammer B3505 single acting diesel impact hammer with a transferred energy of approximately 25 to 28 kip-ft. This driving criteria may be modified by GTR following the dynamic pile testing program noted herein.

**Installation Procedures:** Due to the estimated lengths of the pilings (95 to 105 ft deep), the piles will be installed in two pieces requiring a field splice. The bottom section of pile will be provided in lengths ranging from 50 to 55 ft. The upper pile section will be welded to the lower section (after driving the lower section) using a full penetration weld with backing ring. Due to the tight tolerances, we expect to install the lower pile section utilizing a vibratory hammer mounted on a fixed lead system with a lower guide gate. After completing the full penetration mid weld, the upper pile section will be driven to final capacity utilizing a second crane fitted with fixed leads and the Berminghammer B3505 impact hammer.

**Field Inspection and Reporting:** On behalf of Pizzagalli Construction Company, S. W. Cole Engineering, Inc. will perform full-time monitoring of the pile installations. S.W. Cole will be responsible for providing a log of each pile installation including the final tip elevation and final driving criteria. Pizzagalli Construction will perform a final asbuilt survey to confirm location of piles with respect to the design pile location.

**Pile Load Test Requirements:** At the start of this pile driving program, 10 piles will be installed at various locations across the site. PDA (dynamic) pile testing will be performed on these 10 piles as described in the GTR submittal referenced above. The PDA testing program will confirm the achieved pile capacity and confirm overstressing of the steel pipe piles does not occur during installation. The test program will also allow modification of pile lengths as delivered from the factory to reduce the need for site splicing.

**Durability of Pile Materials:** The steel pipe pilings are manufactured of high strength steel with minimum 60 ksi yield stress based on laboratory testing. As noted in the GTR WEAP submittal, maximum stresses induced in the piles during driving are estimated at approximately 45 ksi or 75% of the minimum yield strength of the pipe. This is a satisfactory stress level and should safely prevent overstressing during driving.

The allowable design load of 85 tons also considers up to 1/8" of steel around the outer circumference may be lost due to corrosion over time.

As mentioned above, 4,000 psi concrete will be used to fill the steel pipes and some form of internal rebar reinforcing will be required at the top of the pile as a positive seismic connection to the pile cap. We understand this is under design by the Project's structural engineer.

**Designated Bearing Strata:** The piles described herein will develop their required capacity as a combination of side resistance in the glacial till and end bearing within either the glacial till stratum or underlying bedrock. The geotechnical report prepared by S.W. Cole Engineering, Inc. provides descriptions of both stratum and test boring logs from the site.

**Reductions for Group Action:** Based on the proposed center to center spacing of the piles and their end bearing nature, no group reductions are considered necessary. We understand the below grade pile caps and grade beams have been designed to resist lateral loads on the building through by passive soil pressures. We are not aware of any lateral load requirements on the piles.

Regarding the nature and extent of the load test program, we refer you to the GTR report previously submitted.

We trust this information, along with our design submittals, provides a suitable summary of our proposed pile program. Please call me if you have any questions regarding this letter.

Very Truly Yours  
Sea & Shore Contracting, Inc.

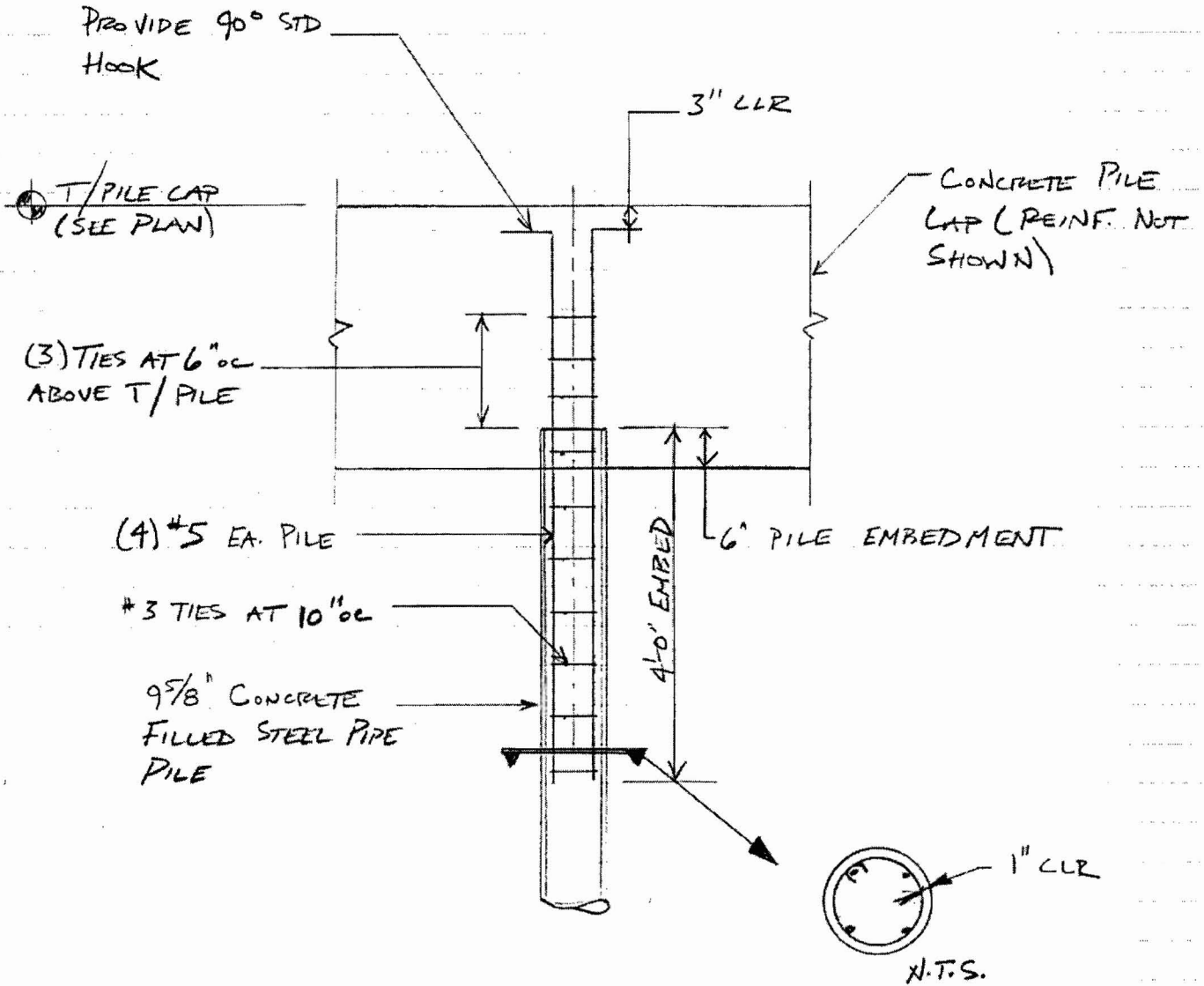
  
Michael J. Lally  
Vice President

# BECKER

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Project: BAYSIDE VILLAGE  
W.O. 1575 Sheet      Of       
Calculated By: MJM Date 7-24-07  
Checked By:      Date     



TYPICAL CONCRETE FILLED PIPE PILE TO PILE CAP CONN.  
1/2" = 1'-0"