

444-A-1

56 Commercial St.

Case Bay Ferry

Terminal Improv.

~~City of Portland~~

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1. APPLICATION FORM



Level II – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits. General information pertaining to the thresholds of review, public noticing procedures and the fee structure is contained in the Notice to Developer's Packet.

Level II: Site Plan Development includes:

- New structures with a total floor area of less than 10,000 sf except in Industrial Zones.
- New structures with a total floor area of less than 20,000 sf in Industrial Zones.
- Any new temporary or permanent parking area, paving of an unpaved surface parking area, or creation of other impervious surface area greater than 7,500 sf.
- Building addition(s) with a total floor area of less than 10,000 sf (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of less than 20,000 sf in Industrial Zones.
- Park improvements: New structures or buildings with a total floor area of less than 10,000 sf, facilities encompassing an area of greater than 7,500 sf and less than 20,000 sf (excludes rehabilitation or replacement of existing facilities).
- New piers, docks, wharves, bridges, retaining walls, and other structures within the Shoreland Zone.
- Land disturbance between 1 and 3 acres (includes stripping, grading, grubbing, filling or excavation).
- A change in the use of a total floor area between 10,000 and 20,000 sf in any existing building (cumulatively within a 3 year period).
- Construction of a lodging house, bed and breakfast facility, emergency shelter or special needs independent living unit.
- Signage subject to approval pursuant to Section 14-526 (d) 8.a. (IV) of the Land Use Code.
- Any new major or minor auto service station with less than 10,000 sf of building area that is outside the B-2 or B-5 zones.
- The creation of day care or home babysitting facilities to serve more than 12 children in a residential zone (not permitted as a home occupation under section 14-410) in any principal structure that has not been used as a residence within the 5 years preceding the application.

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Casco Bay Ferry Terminal Improvements

PROPOSED DEVELOPMENT ADDRESS:

56 Commercial Street, Portland, Maine 04101

PROJECT DESCRIPTION:

Renovation and addition to the existing facility. Work will include renovations of the Terminal Building and an addition to the Terminal Building to accommodate operations associated site improvements, and marine improvements.

CHART/BLOCK/LOT: 444/A/1

PRELIMINARY PLAN _____ (date)
FINAL PLAN September 19, 2012 (date)

CONTACT INFORMATION:

	Applicant's Contact for electronic plans Name: Woodard & Curran, c/o Lauren Swett, PE e-mail: lswett@woodardcurran.com work #: 207-774-2112
Applicant – must be owner, Lessee or Buyer Name: Nick Mavodones, Operations Manager Hank Berg, General Manager Business Name, if applicable: Casco Bay Island Transit District (lessee) Address: PO Box 4656 City/State : Portland/ME Zip Code: 04112-4656	Applicant Contact Information Work # 207-774-7871 Home# Cell # Fax# e-mail: nickm@cascobaylines.com hankb@cascobaylines.com
Owner – (if different from Applicant) Name: City of Portland Address: 389 Congress Street City/State : Portland/ME Zip Code: 04101	Owner Contact Information Work # 207-874-8685 Home# Cell # Fax# e-mail:
Agent/ Representative Name: Woodard & Curran, c/o Lauren Swett, PE Address: 41 Hutchins Drive City/State : Portland/ME Zip Code: 04101	Agent/Representative Contact information Work # 207-774-2112 Cell # e-mail: lswett@woodardcurran.com
Billing Information Name: (same as applicant) Address: City/State : Zip Code:	Billing Information Work # Cell # Fax# e-mail:

Engineer (See report for Complete List of Engineers) Name: Address: City/State : Zip Code:	Engineer Contact Information Work # Cell # Fax# e-mail:
Surveyor Name: Address: City/State : Zip Code:	Surveyor Contact Information Work # Cell # Fax# e-mail:
Architect Name: Scott Simons Architects c/o Austin Smith Address: 75 York Street City/State : Portland/ME Zip Code: 04101	Architect Contact Information Work # 207-772-4656 Cell # Fax# e-mail: austin@simonsarchitects.com
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level II Development (check applicable reviews)	Fees Paid (office use)	Other Reviews (check applicable reviews)	Fees Paid (office use)
<input checked="" type="checkbox"/> Less than 10,000 sq. ft. (\$400.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input type="checkbox"/> Section 14-403 Review (\$400 + \$25/lot) # of Lots <input type="checkbox"/> x \$25/lot = <input type="checkbox"/> <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
The City invoices separately for the following: <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.			
Plan Amendments (check applicable reviews) <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500)	Fees Paid (office use) <input type="checkbox"/> <input type="checkbox"/>		

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Application submissions shall include one (1) paper packet with folded plans containing the following materials:

Numbers below changed- can't seem to highlight


1. **One (1) full size site plans** that must be **folded.**
One (1) set of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
2. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
3. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
4. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
5. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submittal requirements.

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

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

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 9/18/12
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PROJECT DATA

The following information is required where applicable, in order complete the application

Total Site Area	106,100	sq. ft.
Proposed Total Disturbed Area of the Site	22,000	sq. ft.
(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland)		
IMPERVIOUS SURFACE AREA		
• Proposed Total Paved Area	0 (no new)	sq. ft.
• Existing Total Impervious Area	103,960	sq. ft.
• Proposed Total Impervious Area	103,960	sq. ft.
• Proposed Impervious Net Change	0	sq. ft.
BUILDING AREA		
• Proposed Building Footprint	13,580	sq. ft.
• Proposed Building Footprint Net change	3,007	sq. ft.
• Existing Total Building Floor Area	10,573	sq. ft.
• Proposed Total Building Floor Area	13,580	sq. ft.
• Proposed Building Floor Area Net Change	3,007	sq. ft.
• New Building	No	(yes or no)
ZONING		
• Existing	EWPZ & Shoreland Overlay Zone	
• Proposed, if applicable	N/A	
LAND USE		
• Existing	Ferry Terminal	
• Proposed	Ferry Terminal	
RESIDENTIAL, IF APPLICABLE		
• Proposed Number of Affordable Housing Units	N/A	
• Proposed Number of Residential Units to be Demolished		
• Existing Number of Residential Units		
• Proposed Number of Residential Units		
• Subdivision, Proposed Number of Lots		
PARKING SPACES		
• Existing Number of Parking Spaces	N/A	
• Proposed Number of Parking Spaces		
• Number of Handicapped Parking Spaces		
• Proposed Total Parking Spaces		
BICYCLE PARKING SPACES		
• Existing Number of Bicycle Parking Spaces	N/A	
• Existing Number of Bicycle Parking Spaces		
• Proposed Number of Bicycle Parking Spaces		
• Total Bicycle Parking Spaces		
ESTIMATED COST OF PROJECT		

General Submittal Requirements – Preliminary Plan (Optional)

Level II Site Plan

Preliminary Plan Phase Check list (if elected by applicant)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirements
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Completed application form
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Application fees
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Written description of project
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input type="checkbox"/> (To be forwarded under separate cover)	<input type="checkbox"/>	1	Copies of required State and/or Federal permits.
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards, where applicable.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Traffic analysis (may be preliminary, in nature, during the preliminary plan phase).
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Written summary of significant natural features located on the site.
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>	1	Written summary of project's consistency with related city master plans.
Applicant Checklist	Planner Checklist	Number of Copies	Site Plan Submittal Requirements
<input checked="" type="checkbox"/> (Included as part of final submission)	<input type="checkbox"/>		Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input type="checkbox"/>	<input type="checkbox"/>	1	Preliminary Site Plan including the following: (*information provided may be preliminary in nature during preliminary plan phase):
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (preliminary layout).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, transit infrastructure, roadway improvements).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary stormwater management and erosion control plan.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed alterations to and protection measures for significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important

natural features listed in Section 14-526 (b)1. of the Land Use Code).

▪ Existing and proposed easements or public or private rights of way.

**General Submittal Requirements – Final Plan (Required)
Level II Site Plan**

Final Plan Phase Check list (including items listed above in General Requirements for Preliminary Plan, if applicant did not elect to submit for a preliminary plan review)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Evidence of financial and technical capacity.
<input type="checkbox"/> (To be forwarded under separate cover)	<input type="checkbox"/>	1	Evidence of utilities' capacity to serve the development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Construction management plan.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Traffic Plan (if development will (1) generate 100 or more PCE or (2) generate 25 or more PCE and is located on an arterial, within 1/2 mile of a high crash location, and/or within 1/4 mile of an intersection identified in a previous traffic study as a failing intersection).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Stormwater management plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of solid waste generation and proposed management of solid waste.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of conformity with applicable design standards.
<input type="checkbox"/> N/A	<input type="checkbox"/>	1	Manufacturer's verification that HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Final Plan Phase

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Final Site Plan Including the following
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures on the site with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways. Proposed curb lines must be shown.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed loading and servicing areas, including applicable turning templates for delivery vehicles
<input type="checkbox"/> N/A	<input type="checkbox"/>		▪ Proposed snow storage areas or snow removal plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed trash and recycling facilities.
<input type="checkbox"/> N/A	<input type="checkbox"/>		▪ Landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location and details of proposed infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, public transit infrastructure, roadway improvements).
<input type="checkbox"/> N/A	<input type="checkbox"/>		▪ Proposed septic system, if not connecting to municipal sewer. (Portland Waste Water Application included in this application)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed finish floor elevation (FFE).

-
-
- (To be forwarded under separate cover)
-
-
-
-
- N/A
-
-

▪ Exterior building elevation(s) (showing all 4 sides).
▪ Proposed stormwater management and erosion controls.
▪ Exterior lighting plan, including street lighting improvements..
▪ Proposed signage.
▪ Identification of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code). Wetlands must be delineated.
▪ Proposed alterations to and protection measures for of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).
▪ Total area and limits of proposed land disturbance.
▪ Soil type and location of test pits and borings.
▪ Details of proposed pier rehabilitation (Shoreland areas only).
▪ Existing and proposed easements or public or private rights of way.

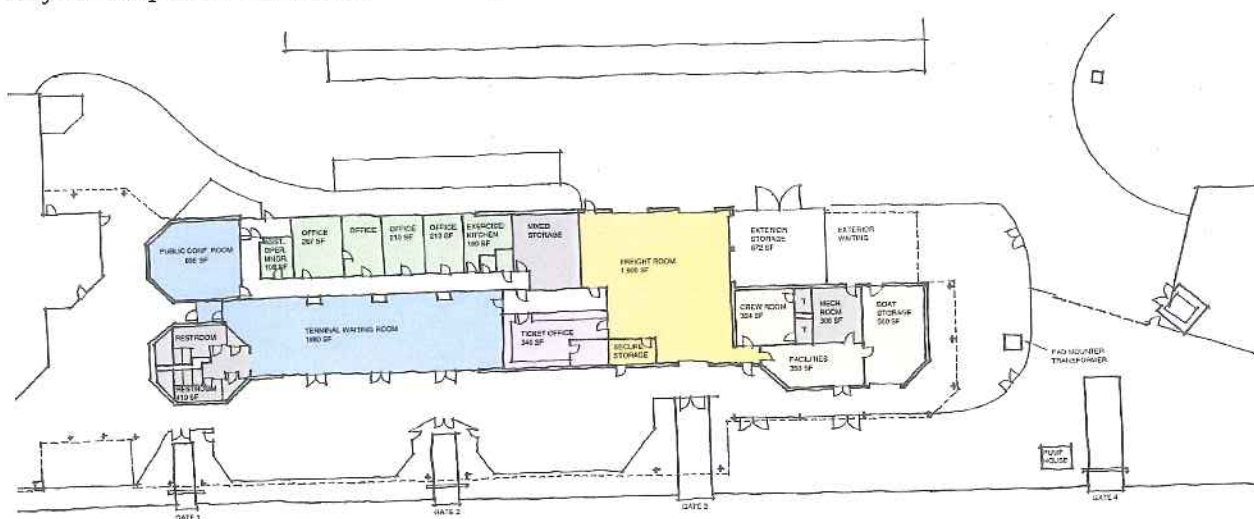
2. PROJECT DESCRIPTION

2.1 FACILITY AND PROJECT BACKGROUND

The Casco Bay Ferry Terminal (CBFT) is located at 56 Commercial Street and is run by the Casco Bay Island Transit District (CBITD), a quasi-municipal non-profit organization. The CBFT was built in 1988, and continues to provide ferry services for passengers and freight between Portland and the islands of Casco Bay. The location of the facility is shown in the attached aerial photograph.

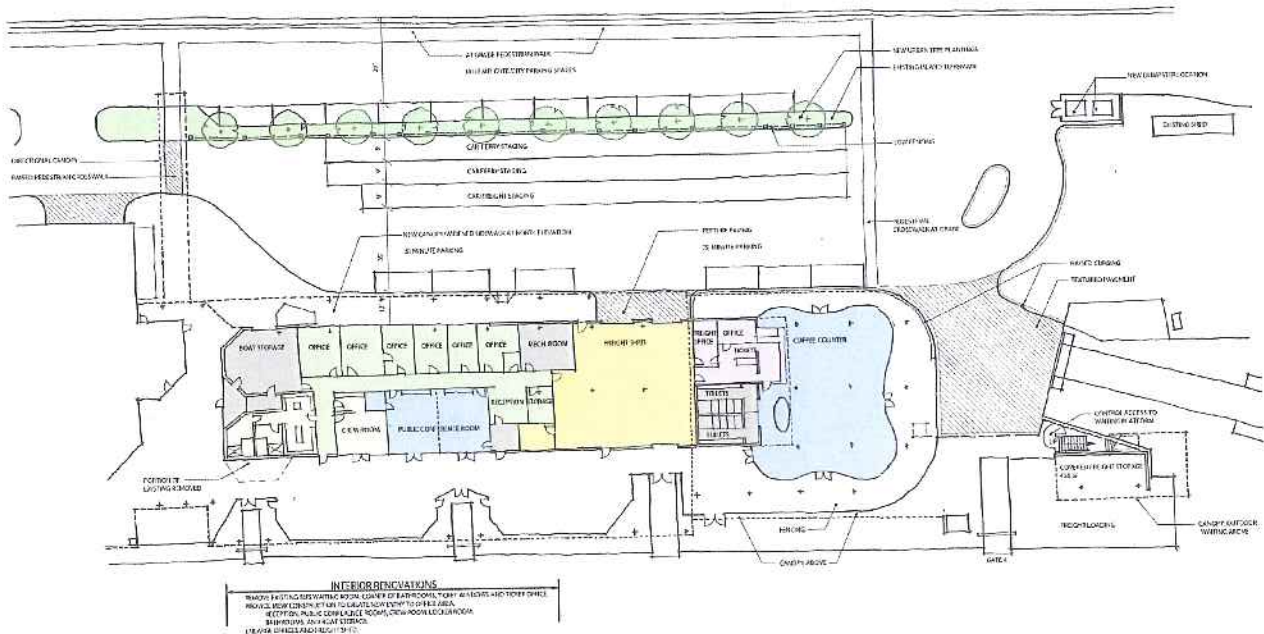
When the CBFT was first constructed, ferry service was provided primarily from the terminal's Gates 1, 2, and 3. The building's waiting room was located in the middle of the terminal building, close to these gates, providing visibility of and easy access to the gates for passengers waiting for their boats.

Today, with newer, larger boats in service, and ridership more than double what it was 24 years ago, activity has shifted to the southeastern end of the facility where Gates 4 and 5 are located. The facility's waiting room is no longer convenient for passengers who cannot see the boats at these gates as they wait. The increase in the number of people using the facility has put a strain on the space, where passengers may now experience long lines for ticket purchases and insufficient restrooms.



CBITD Terminal Master Plan: Existing Site and Floor Plan

A need for improvements to the existing facility (shown in the figure above) was identified, and in 2011, a Master Plan was commissioned by CBITD. After collaboration with CBITD and review by the City of Portland Planning staff, in June 2012 Scott Simons Architects, in conjunction with Woodard & Curran, Fay, Spofford, & Thorndike, Child's Engineering, Allied Engineering, and Becker Structural Engineering, presented a facility master plan (shown on the following page). The plan called for the renovation and expansion of the existing terminal building, associated site work around the modified building, marine infrastructure maintenance, and pedestrian and landscaping improvements. This Level II Final Site Plan Application is being submitted for work being proposed as Phase 1 of the Master Plan.



CBITD Terminal Master Plan: Proposed Site and Floor Plan

2.2 MASTER PLAN PHASE 1

Phase 1 of the CBITD Terminal Master Plan includes building expansion and renovation and marine improvements. The intent of the project will be to modify the existing facility to improve the level of service provided to the nearly one million people who currently use the facility's ferry services. There will be no change of use and existing services will be relocated within the building to more effectively use the facility's space. The improvements are not proposed to add additional capacity to the facility, but instead to enhance the experience for customers using the facility. We do not anticipate a change in the level of traffic to the facility.

2.2.1 Marine Improvements

The marine work includes the replacement of fender piles and portions of the wale and chock on the fixed fender system along Gates 1, 2, 3, and 4; the repair of the transfer bridge for the car ferry, and removal, repair, and repainting of the pontoon that supports the transfer bridge; and the replacement of breasting and alignment dolphins for the car ferry slip. It is our understanding that Site Plan Review is not required for these marine improvements, because the work is specifically associated with the maintenance of existing marine infrastructure. A building permit will be acquired for the marine construction work.

2.2.2 Building Improvements

This Site Plan Application is being submitted for the CBFT building expansion and renovation work. The extent of this work includes the following components:

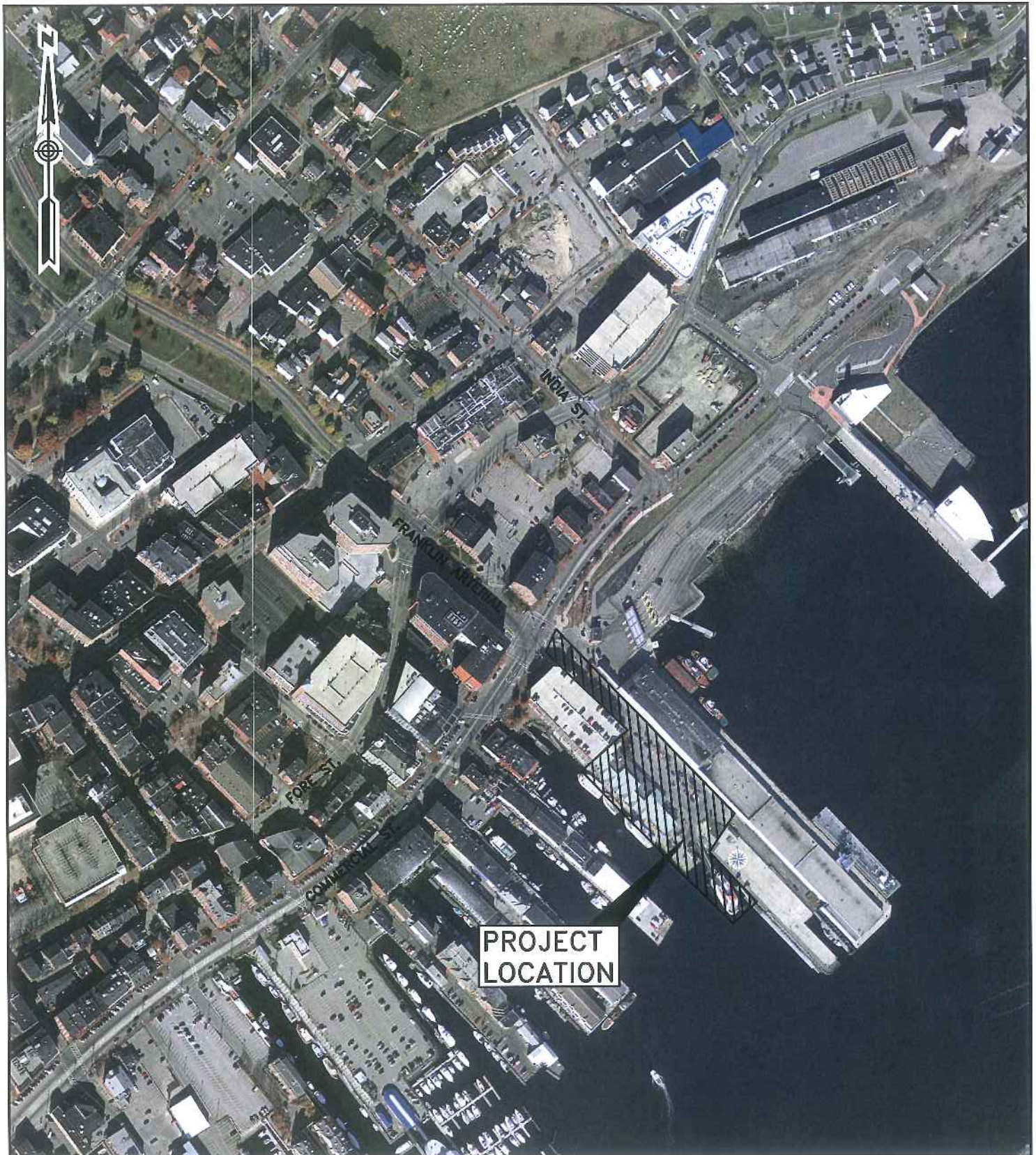
- Construction of a building expansion (3,006 square feet) to contain a new terminal waiting room, new ticket office, new freight office, and new restrooms for passengers and employees;

- Site improvements around the perimeter of the building expansion;
- Renovation of portions of the existing facility with partitions, doors, and shower stalls;
- Relocation of existing mechanical and electrical systems;
- Replacement of a failing exterior concrete slab at the entrance to the adjacent garage;
- Repair of structural trusses at Gates 1, 2, and 3; and
- Correction of water infiltration problems along the existing building's eastern wall.

This work will result in a significant improvement to the CBFT, providing improved service to the facility's many customers.

2.3 LEVEL II SITE PLAN APPLICATION

Due to the size of the proposed building expansion (3,006 square feet expansion < 10,000 square feet), the project requires review under a Level II Site Plan. The following report is presented in conformance with the requirements of a Final Level II Site Plan Applications. Attachments are included throughout the report in support of various sections. Civil and architectural plan sheets are attached showing the proposed design of the project. A lighting plan has not been completed at the time of submission, and will be submitted under separate cover.



BAR SCALE
1" = 400'

CHECK GRAPHIC SCALE BEFORE USING

NOTE: AERIAL PHOTOGRAPHIC DATA PROVIDED BY
MAINE GIS, CUMBERLAND COUNTY 2009 DATA



41 Hutchins Drive
Portland, Maine 04102
800.426.4262 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

AERIAL PHOTO

DESIGNED BY: N/A CHECKED BY: DAS
DRAWN BY: BCM 223485 EXHIBIT 3.DWG

CASCO BAY FERRY
TRANSIT DISTRICT
MAINE STATE PIER

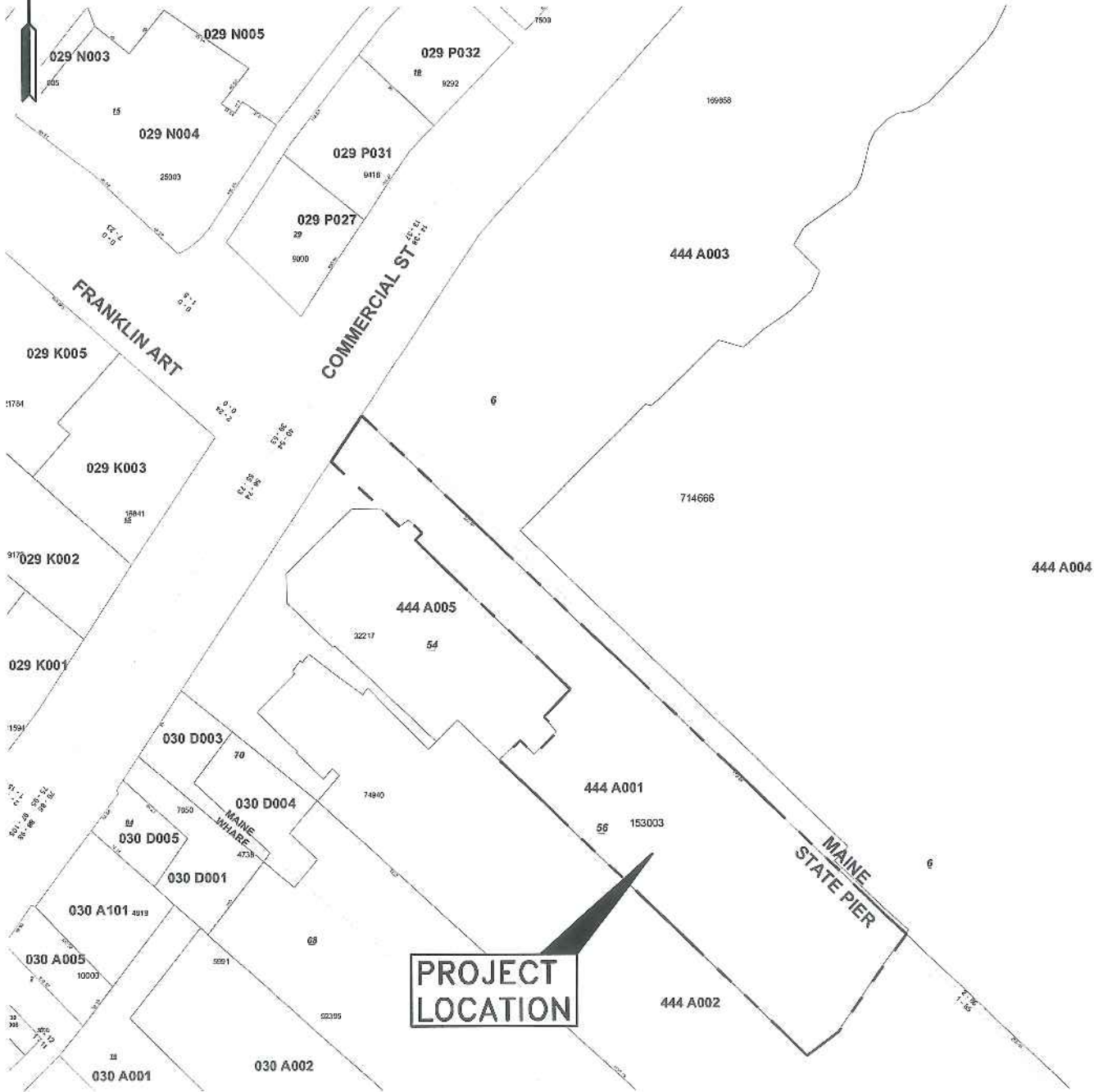
CASCO BAY FERRY
TERMINAL IMPROVEMENTS

JOB NO: 224974
DATE: AUGUST 20'2
SCALE: 1"=400'

ATTACHMENT 1

3. EVIDENCE OF RIGHT, TITLE AND INTEREST

The Casco Bay Ferry Terminal is located at 56 Commercial Street on the Maine State Pier. The property (parcel located at chart, block, lot 444 A001) is owned by the City of Portland and is leased to the Casco Bay Island Transit District. Copies of the tax map and the lease agreement are attached. A Boundary Survey has been prepared by Royal River Land Surveyors, and is attached.



BAR SCALE

1" = 150'

CHECK GRAPHIC SCALE BEFORE USING

NOTE: TAX MAP DATE PROVIDED BY CITY OF PORTLAND - DEPARTMENT OF PUBLIC WORKS, APRIL 2009 PARCEL INFORMATION



41 Hutchins Drive
Portland, Maine 04102
800.426.4262 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

PROPERTY TAX MAP

DESIGNED BY: N/A
DRAWN BY: BCM
CHECKED BY: DAS
223485 FIGURE 10.1.DWG

CASCO BAY FERRY
TRANSIT DISTRICT
MAINE STATE PIER

CASCO BAY FERRY
TERMINAL IMPROVEMENTS

JOB NO: 224974
DATE: AUGUST 2012
SCALE: 1"=150'

ATTACHMENT 2

~~Having the~~

~~the lease~~

LEASE AGREEMENT

BY AND BETWEEN

CITY OF PORTLAND

AND

CASCO BAY ISLAND TRANSIT DISTRICT

CASCO BAY ISLAND TRANSIT DISTRICT

LEASE AGREEMENT

<u>ARTICLE</u>	<u>PAGE</u>
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2. GRANTING OF LEASEHOLD; PREMISES	3
3. TERM	3
4. USE OF PREMISES	4
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APPENDIX A: MAP OF PREMISES

APPENDIX B: FEDERAL RULES AND REGULATIONS

LEASE AGREEMENT

BY AND BETWEEN

CITY OF PORTLAND

AND

CASCO BAY ISLAND TRANSIT DISTRICT

AGREEMENT made this 5 day of March, 1985, by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate duly organized under the laws of the State of Maine and located in the City of Portland (hereinafter the "TENANT").

WHEREAS, the CITY has received federal and state funds to build a new Casco Bay Ferry Terminal and parking garage on the west side of the Maine State Pier (hereinafter the "Project") and

WHEREAS, the TENANT requires new terminal facilities and has worked with the CITY in obtaining said funding, and

WHEREAS, the CITY and TENANT desire to enter into a lease agreement for the new terminal facility and facilities related thereto;

NOW THEREFORE, in consideration of the mutual promises herein, CITY and TENANT do hereby agree as follows:

ARTICLE 1. CONSTRUCTION OF PREMISES; PARKING GARAGE

Pursuant to the Agreement dated September 24, 1984, between CITY and Stevens, Rose & Morton, which is on file in the CITY'S Finance Department, CITY agrees to design and construct the following on the west side of the Maine State Pier (all of which shall be hereinafter known as the "PREMISES"):

- A. A Ferry Terminal Building, including a freight area;
- B. Pedestrian waiting area and walkway;
- C. Vehicle staging area;
- D. Passenger and vehicle loading and unloading and short-term parking area;

E. Vehicle Transfer Bridge.

F. Four vessel berthing spaces and ramps on the west side of the Pier; and

G. A boat utility area.

CITY'S obligation hereunder shall be to design and construct the Premises to the extent of the decisions and directions of the Casco Bay Island Ferry Terminal Construction Committee, on which TENANT participates. Said design and construction and CITY'S obligation to proceed therewith is contingent upon the continued availability of adequate federal and state funds for such design and construction.

CITY shall proceed diligently with said design and construction with the intent that TENANT will be able to occupy the Ferry Terminal Building during calendar year 1986, but CITY shall not be liable for any delay in occupancy beyond said date.

TENANT agrees to participate and assist CITY throughout design and construction of the Project and of the Ferry Terminal in particular. TENANT agrees to maintain membership on the Casco Bay Island Ferry Terminal Construction Committee and to appear before said Committee as requested. TENANT shall be responsible for bringing its operational needs to the attention of the ARCHITECT and the CITY in a timely fashion throughout design and construction and a good faith reasonable effort shall be made to serve those needs.

TENANT shall be responsible for carrying out, at its expense, all improvements to the Premises in excess of those included in the Project and approved by the above Construction Committee, including but not limited to furnishing the Ferry Terminal Building. In the event TENANT wishes to make any additions or improvements, other than repair and maintenance, to the exterior of the Premises, or permanent interior improvements or additions, during the term of this Agreement, said additions or improvements shall be subject to the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

In addition to the Premises, CITY intends to construct a parking garage with a minimum of One Hundred Ninety (190) parking spaces as part of the overall Project. Said garage shall be adjacent to, but not a part of, the Premises leased to TENANT hereunder. Construction of said garage shall be contingent upon the continued availability of adequate federal and state funds to permit such construction. If said garage is constructed, TENANT shall have no rights therein but CITY shall, to the extent feasible, coordinate the hours of operation of the parking garage with the hours of operation of TENANT'S transportation services in Casco Bay. Nothing herein shall prevent CITY and TENANT from entering into a separate agreement for management and/or leasing of the parking garage, however, should they mutually agree to do so.

ARTICLE 2. GRANTING OF LEASEHOLD; PREMISES.

CITY hereby agrees to lease to TENANT and TENANT does hereby agree to lease of and from CITY the Premises above-described upon the terms and conditions specified herein. Said Premises shall be bounded approximately as indicated on Appendix A which is attached hereto and by this reference incorporated herein. The exact boundaries and placement of the Premises shall be finally established and determined by the final design of the Project. An exhibit reflecting those boundaries and locations shall be then attached to this Agreement in a form mutually acceptable to CITY and TENANT.

Except as provided below for a public right-of-way, TENANT shall have the exclusive use of the Premises for the purposes provided herein. TENANT may control and restrict the public use of the Premises as it deems necessary in carrying out its operations under this Agreement.

Notwithstanding the foregoing, TENANT shall permit and maintain public rights of way for pedestrian and/or vehicular traffic over the Premises in order to permit the public with safe access to the outer end of the Maine State Pier. The locations and types of said public rights of way shall be subject to final design of the Project and shall be located in such a way as not to interfere with TENANT'S operations hereunder. TENANT agrees to execute any documents necessary to identify and effectuate said right of way.

CITY intends to design the Ferry Terminal Building to permit the addition of a second story and CITY reserves the right to make such addition during the term of this Agreement. The design and construction of any such addition shall take the needs of the TENANT into account and CITY shall consult with TENANT a reasonable time prior to said design and construction. CITY reserves the right to use or to sublet any such addition, and said addition shall not be part of the Premises leased hereunder unless made so by later amendment. Any construction or use of a second story addition, either by the CITY or a lessee thereof, shall not interfere with or restrict TENANT in its uses of the Premises permitted hereunder.

ARTICLE 3. TERM.

This Agreement shall be effective immediately upon execution hereof by CITY and TENANT. TENANT'S right to occupy the Premises shall begin as of the first day of the first full month following the date of notice of beneficial occupancy to TENANT and this Agreement and TENANT'S interest hereunder shall be terminated on the last day of the month thirty (30) years following the date of the notice of beneficial occupancy.

CITY shall send TENANT the notice of beneficial occupancy provided hereunder after receipt thereof from the Casco Bay Island Ferry Terminal Construction Committee via CITY'S Architect and/or

Construction Manager on the Project. Said notice and occupancy by TENANT shall not diminish CITY'S obligations to finish any punch list of items remaining to be done as of the date of said notice.

ARTICLE 4. USE OF PREMISES

A. TENANT shall have the right to use the Premises solely for activities which it is legally authorized to undertake in providing public water transportation services between and among the islands of Casco Bay and the mainland.

Notwithstanding the foregoing, the principal use of the Premises under this Agreement shall be provision of public waterborne passenger, vehicle, freight and mail transportation to, from and between said Casco Bay Islands, and related waterborne activities including tours and cruises, charters and catering.

In addition, TENANT may perform routine maintenance and repair of its vessels at the Premises, so long as such repair does not result in excessive noise or disruption to the public, to other users of the Maine State Pier or to other water activities, and so long as such activities meet all federal, state and local pollution, safety and other applicable standards. If the CITY determines that boat repair activities are in violation of this paragraph, CITY shall give TENANT notice of said violation and TENANT shall immediately come into conformity under this subsection or shall cease its offending repair activities. CITY'S determinations as to a violation under this paragraph shall be final but shall not be arbitrary or capricious.

B. All services provided by TENANT on or from the Premises shall be available to the public on a non-discriminatory and equal basis and shall be accessible as required to the handicapped.

C. In addition to the foregoing uses, TENANT may install vending machines for candy, gum, cigarettes, snacks, drinks and other similar vendable items and/or a souvenir concession stand for the sale of souvenirs related specifically to the Casco Bay Islands. Said souvenirs may include postcards, maps, key chains, tee-shirts, ash trays, mugs and other similar souvenir items and identified in some manner with the Casco Bay Islands and/or the Casco Bay Island Transit District. Said concession activities shall be incidental only to TENANT'S primary use of the Premises for mass transportation services.

D. All uses of the Premises other than as provided herein shall be subject to the prior written approval of the CITY'S Director of Transportation and Waterfront Facilities (hereinafter the "Director") or successor thereto.

ARTICLE 5. NET LEASE

It is the intention of the parties that all amounts payable hereunder shall be net to the CITY so that this Agreement shall yield to CITY the net annual payment specified herein during each year of the Term, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises shall be paid by TENANT, except as specifically provided herein.

ARTICLE 6. RENT

A. TENANT covenants and agrees to pay to CITY for its use of the Premises, without offset or deduction except as provided herein, an annual rent equal to Five Percent (5%) of all of TENANT'S gross revenues from the following:

- i) Tours and cruises; and
- ii) Charter operations.

B. The above rent shall be subject to a minimum annual rent which shall be credited against the total amount of rent due to CITY under Section A above. The minimum rent shall be as follows:

<u>TENANT FISCAL YEAR</u> <u>(October 1 - September 31)</u>	<u>MINIMUM</u>
10/1/1985-9/30/1986)	
10/1/1986-9/30/1987)	\$ 6,000 per year
10/1/1987-9/30/1988)	
10/1/1988-9/30/1989)	
10/1/1989-9/30/1990)	
10/1/1990-9/30/1991)	\$ 8,000 per year
10/1/1991-9/30/1992)	
10/1/1992-9/30/1993)	
10/1/1993-9/30/1994)	\$10,000 per year
10/1/1944-9/30/1995)	

Said minimum rent shall be paid in equal monthly installments in advance and the first payment shall be due to CITY on the first day of the month immediately following the month of the notice of beneficial occupancy.

C. No later than November 15th of each year, or part thereof in the first year, TENANT shall pay to CITY an amount equal to 5% of its gross revenues as provided in Section A above for the prior full year from October 1 to September 30th, or part thereof if applicable in the first year. CITY shall credit against the amount so due any rental amount already paid for the applicable year pursuant to Section B above.

All amounts due as a percentage of gross revenues shall be subject to a final audit determination. In the event of any overpayment, CITY shall repay TENANT the amount so overpaid within sixty (60) days of said final audit determination and in the event of an underpayment, TENANT shall pay CITY any amount unpaid within sixty (60) days of said final audit determination.

D. A late charge of One and One-Half (1-1/2%) per month shall be charged and applied to any amount not paid when due. Collection costs, legal fees, and administration costs associated with collection of late payments shall also be charged to the party who has made the late payment, who shall pay such costs within ten (10) days of receipt of a bill therefor.

E. No later than August 1, 1995, CITY and TENANT agree to meet to reopen and to bargain in good faith on the issue of Rent, including both the percentage and source of gross revenues to be included therein and the minimum rental payment. Said minimum rental payment shall be adjusted by no less than annual rate of inflation for the twelve (12) months immediately preceding September 1, 1995. Said annual rate of inflation shall be the overall percentage change in the United States Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, Boston, Massachusetts (all items = 100) (hereinafter "CPI - Boston") from August 1994 to August 1995. In the event the United States Bureau of Labor Statistics discontinues the issuance of said Consumer Price Index, the parties shall choose another broad-based cost of living index which is substantially equivalent to the discontinued index and which is then issued by the United States or the State of Maine.

If the parties have not agreed to a new rental payment prior to October 1, 1995, the existing rent shall remain in effect, adjusted for inflation as provided above, and payments shall continue to be due and payable as provided herein, and good faith negotiations shall continue at the request of either party.

F. In no event shall the annual rental due hereunder be less than the minimum rental.

ARTICLE 7. UTILITIES; ASSESSMENTS

A. As of the first day of the month following the month of the notice of beneficial occupancy to TENANT from CITY, TENANT shall be responsible for all electric, water, sewer, gas, heat, or any other utility charge, fee, or assessment whatsoever, including any late fees, interest or penalties, and for any assessment, tax, or other charge, which TENANT is, or may be, subject to under State law, related to TENANT'S interest in, use of, and activities on the Premises.

CITY shall bring all utilities to the Premises and into the Ferry Terminal Building as part of its construction of the Premises,

but TENANT will be responsible for all charges related to hooking up to said utilities, for example, telephone hook-up charges.

TENANT shall have the right to enter into reasonable agreements with utility companies, municipal corporations, and other government agencies creating easements in favor of such companies as are required in order to service the Premises and CITY covenants and agrees to join therein, if legally required or to consent thereto, and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same, all at TENANT'S cost and expense.

B. If any taxes are assessed or levied upon TENANT, they shall be paid directly to the taxing authority. TENANT shall be deemed to have complied with the covenants of this Article if payment of such taxes shall have been made either within any period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest or before the same shall become a lien upon the Premises, and TENANT shall produce and exhibit to CITY satisfactory evidence of such payment.

The TENANT shall have the right to contest or have reviewed all of such taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, TENANT shall conduct promptly at its own cost and expense and at no expense to CITY, and if required by law, in the name of and with the cooperation of the CITY, and CITY shall execute all documents reasonably necessary to accomplish the foregoing.) Notwithstanding the foregoing, TENANT shall promptly pay all such taxes if at any time the Premises, improvements thereon, or any part of them, shall be imminently subject to forfeiture or if CITY shall be subject to any criminal or civil liability arising out of the non-payment thereof.

ARTICLE 8. REPAIRS AND MAINTENANCE.

A. TENANT shall, after the date of beneficial occupancy of the Premises, at its sole cost and expense, except as herein provided, keep the Premises in as good order and repair as on the completion of construction, reasonable wear and tear excepted. TENANT shall be responsible for all costs and expenses associated with its operation and maintenance of all of the Premises, including but not limited to custodial services, security services, minor and major repairs and replacement, (unless said repairs or replacements are covered by the new construction warranties to CITY), plowing, shovelling, sanding, salting, and clearing the Premises, except as otherwise provided in Section B below.

B. Notwithstanding the foregoing, CITY agrees to provide snow plowing, sanding, salting and clearing of all of the access road and traffic turn-around and the vehicle staging area, all approximately as indicated on Appendix A, and the pedestrian walkway along the west side of the Pier from Commercial Street to the Premises. TENANT agrees to pay CITY for said snow services an annual fee of Twelve

Hundred Dollars (\$1200.00) beginning October 1, 1986, and adjusted annually for inflation by the percentage change in the CPI-Boston in the same manner as provided in Article 6, Section E above, said annual adjustment not to exceed Five Percent (5%) per year.

C. The CITY by its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of TENANT'S operations as is reasonably practicable) to enter upon and in the Premises without charge for the following purposes:

1) Inspection. To inspect the Premises to determine whether TENANT has complied and is complying with the terms and conditions of this Agreement.

2) Maintenance. To perform maintenance and make repairs in any case where TENANT has failed to carry out its obligation to do so, but only after the CITY has given TENANT reasonable notice under the circumstances to perform its maintenance obligation. In that event, TENANT shall promptly upon demand reimburse the CITY for the reasonable cost of the CITY'S performing TENANT'S maintenance or repair obligation as Additional Rental.

ARTICLE 9. MAINTENANCE FUND.

A. In order to assist TENANT with expenses associated with major repair and maintenance of the Premises, CITY agrees to establish a Maintenance Fund (hereinafter the "Fund") as provided herein. Said Fund shall be established by the CITY'S Finance Director in a manner he deems to be in accord with generally accepted accounting principles, except to the extent that said principles may be modified by Urban Mass Transportation Administration (hereinafter "UMTA") requirements. Said Fund will consist of Fifty Percent (50%) of the annual net revenues, less the City's annual cost of all casualty insurance purchased by the City covering the Premises and improvements thereon, up to a maximum amount of One Hundred Fifty Thousand Dollars (\$150,000), received by the CITY from the One Hundred and Ninety (190) parking spaces funded by UMTA in the parking garage adjacent to the Ferry Terminal, as described in Article 1. "Net revenues" means gross revenues minus operating costs as defined by the CITY'S Finance Director using generally accepted accounting principles, except as modified by UMTA requirements. TENANT, upon reasonable notice to CITY'S Finance Director and during regular business hours, may review and copy, at its own cost and expense, CITY'S records on the Fund.

B. Use of Fund. The Fund will be available to TENANT to cover the cost, in whole or in part, of any major repairs or maintenance of or on the Premises. Prior to requesting assistance from the Fund, however, TENANT will make a good faith, diligent effort to obtain any State or federal funds available for capital or similar assistance. CITY will cooperate with and assist TENANT in that

effort. If, after reasonable effort, such external funds are not available to TENANT, CITY will disburse funds to TENANT for said major repairs and maintenance under procedures to be established by the CITY'S Finance Director. If said funds are not adequate, then TENANT may request assistance of the City Council of the CITY, but nothing herein shall obligate said City Council to provide assistance to TENANT.

Amounts in the Fund may also be used as matching funds for federal or State capital assistance grants, and may be available to TENANT for short-term loans, on terms and interest rates acceptable to the CITY, provided that CITY shall not unreasonably withhold its approval thereof.

C. Eligible Expenditures. The Maintenance Fund will be available for use by TENANT for major capital costs related to its public transportation operations on or from the Premises, with first priority for capital costs for repair and maintenance of the Premises themselves. Such eligible costs may include, but are not limited to, the following:

- 1) Replacement of capital equipment;
- 2) Replacement of motor vehicles used regularly in TENANT'S operations;
- 3) Major rehabilitation of the Ferry Terminal or Vehicle Transfer Bridge;
- 4) Major resurfacing or rehabilitation of the paved surfaces and the covered walkway within the Premises;
- 5) Major pier repairs;
- 6) Energy retrofitting; and
- 7) Other major repairs and maintenance of a similar kind.

The following are examples of expense which are not eligible for funding from the Maintenance Fund and are part of TENANT'S operating expenses: Spot roof repairs, touchup painting, minor redecking and pavement patching, spot repairs and/or replacement of fixtures, custodial, security or other services, plowing, sanding, or salting of the Premises. Said examples are illustrative only and are not intended to be an exhaustive listing.

D. Excess Fund. In addition to the foregoing, upon repayment to the CITY of all of its debt service costs associated with acquisition of the west side of the Maine State Pier, CITY shall set aside One Hundred Percent (100%) of the net revenues from all of the UMTA funded parking spaces (i.e., 190 garage parking spaces), and the TENANT'S rental payments, exclusive of the \$150,000 for the Maintenance Fund, and shall make such funds available on a priority basis:

claims were not reasonable in amount or justified by the terms of this Agreement. All disputes arising under this subsection not resolved by mutual agreement shall be submitted for arbitration pursuant to Article 21.

(3) In the event CITY gives notice of a violation of such a nature that it cannot be cured within such a reasonable period of time, then such violation shall not be deemed to continue provided TENANT, after receiving such notice, gives written notice to CITY of TENANT'S inability to cure such violation within the specified time; describing in detail its reasons therefor and proceeds to cure the violation as soon as reasonably possible; and so long as TENANT diligently continues to take all steps necessary to complete the same within a period of time, which under all prevailing circumstances, shall be reasonable but in no event to exceed one (1) year from receipt of notice of violation. No violation shall be deemed to continue if and so long as the TENANT shall be delayed in or prevented from curing the same by any cause specified in and in accordance with the terms of Article 22 hereinafter. This subsection shall not apply to violation in the payment of any Rents or charges owing by TENANT hereunder.

C. Notices.

In addition to the foregoing remedies for Default, CITY reserves the right to provide to any bond holders or mortgagees of TENANT a copy of any notice to TENANT from CITY that TENANT is in violation of its obligations hereunder.

D. General Provisions

No delay or omission by CITY to exercise any right or power accruing upon any violation or Default of this Agreement shall impair any such right or power or shall be construed to be a waiver thereof but any such right or any power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of the CITY to any or all of the remedies.

ARTICLE 20. TERMINATION

No notice to quit possession at the expiration date of the Term of this Agreement need be given by the CITY, and TENANT covenants and agrees that upon expiration of the Term of this Agreement, or upon earlier Termination for Default by either party as hereinabove provided, it will peaceably surrender possession of the Premises leased hereunder in good condition, reasonable wear and tear, acts of God, fire, public enemy, and other casualties over which TENANT has no control excepted and CITY shall have the right to take possession of said Premises and all permanent improvements thereto. TENANT shall have the right, at any time during the Term of this

Agreement or upon termination and within sixty (60) days thereafter, to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense, in, on, or about the Premises, subject, however, to any valid lien which the CITY may have thereon for unpaid rents or fees. Any and all property not removed by TENANT within the said sixty (60) day period shall thereupon become a part of the land on which it is located and title thereto shall thereupon vest in the CITY. All removal shall be at TENANT'S sole cost and expense and all property damaged by or as the result of the removal of TENANT'S property shall be restored by TENANT at its expense to the condition existing prior to such damage.

ARTICLE 21. ARBITRATION

All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof shall be decided by Arbitration in accordance with the General Arbitration Rules of the American Arbitration Association then obtaining and the Maine Uniform Arbitration Act, unless the parties mutually agree otherwise. Notwithstanding the foregoing, any claims, disputes, and other matters in question arising out of this Agreement which by the express terms of this Agreement are reserved for binding resolution by means other than arbitration shall not be arbitrable.

In the event that the parties shall not resolve an arbitrable dispute within the time reserved for resolution by the terms of this Agreement, and if no time has been reserved, then after a period of ninety (90) days, either party may request in writing that the dispute be submitted to arbitration. The CITY and TENANT shall mutually agree upon an arbitrator within ten (10) days of said request. In the event they are unable to agree, an arbitrator shall be selected through the American Arbitration Association in accordance with its rules as aforesaid. Thereafter, arbitration shall be had in accordance with said rules. The Arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The Arbitrator may order reasonable discovery. The Arbitrator's decision shall be final and binding on the parties. The cost of the Arbitrator and arbitration shall be borne equally by the parties, however the Arbitrator may award all costs of Arbitration to the prevailing party if he/she determines that the other party acted in bad faith. Each party shall be responsible for the cost of presenting its own case.

ARTICLE 22. FORCE MAJEURE

Neither the CITY nor TENANT shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other reason for which it is not responsible and which is beyond its control, provided that:

A. The non-performing party, within ten (10) calendar days after the occurrence of the FORCE MAJEURE gives the other party written notice describing the particulars of the occurrence;

B. The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

C. The non-performing party use good faith, diligent efforts to remedy its inability to perform.

ARTICLE 23. "FAVORED NATION"

To the extent permitted by law, the CITY agrees that it will not charge a more favorable rental, fee or charge to any other water transportation service offering the same services as TENANT to and between the Casco Bay Islands and operating to and from the west side of the Maine State Pier under lease with the City, than that being paid by TENANT hereunder, unless said rental, fee, or charge is offered to TENANT.

ARTICLE 24. SIGNS.

As part of its construction of the Project, CITY shall provide basic public signage for the Project, including but not limited to directional signs to the Premises and the Ferry Terminal Building. All other signs to or on the Premises shall be installed by TENANT at its own cost and expense, and all such signage shall be subject to the prior approval of the Director.

ARTICLE 25. RECORD-KEEPING

TENANT generally shall keep records of its operations and finances according to generally accepted accounting principles and in accord with any applicable federal or state requirements and CITY shall have the right, upon reasonable notice, to inspect all data and records relating to TENANT'S performance under this Agreement, such inspection to be done during normal business hours and at CITY'S expense.

ARTICLE 26. BATH IRON WORKS OPERATIONS.

Pursuant to Article 18 of the "Pier Lease" dated January 18, 1982, by and between the City of Portland and Bath Iron Works, a copy of which is on file in CITY'S Finance Department, TENANT agrees that it will not use the Premises in a manner which interferes with or creates a hazard to Bath Iron Works operations upon its property on the Maine State Pier adjacent to TENANT'S Premises. TENANT and CITY each agree that they shall notify the other party promptly of any such complaint.

ARTICLE 27. GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine.

ARTICLE 28. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 29. MEMORANDUM OF AGREEMENT

The parties shall at any time, at the request of either one, promptly execute an instrument, or instruments, in recordable form, which constitutes a Memorandum of Agreement setting forth a description of the Premises, the Term, and any other portions thereof, as either party may request or as may be required by any applicable law, ordinance, or governmental rule or regulation.

ARTICLE 30. PARTIES

The covenants, conditions, and agreements contained in this Agreement shall bind and inure to the benefit of the CITY and TENANT and their respective successors, and assigns.

ARTICLE 31. WAIVERS

Failure of the CITY or TENANT to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by the CITY or TENANT at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

ARTICLE 32. NOTICES

Every notice, demand, request, approval, consent, or other communication authorized or required by this Agreement shall be in writing and shall be deemed to have been properly given when delivered

in hand or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to the CITY, to the attention of the City Manager, City of Portland, 389 Congress Street, Portland, ME 04101, with a copy to the Director of Transportation and Waterfront Facilities; and,

If to the TENANT, to the General Manager, P. O. Box 4656, D.T.S., Portland, ME 04112.

or such other persons or addresses as such party may designate by notice given from time to time in accordance with this Article. The Rent payable by TENANT hereunder shall be paid to CITY at the place to be designated in writing by the City Manager.

ARTICLE 33. ENTIRE AGREEMENT

This Agreement (including exhibits hereto) expresses the entire understanding and all agreements of the CITY and the TENANT with each other, and neither the CITY nor the TENANT has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Agreement (including the exhibits hereto). This Agreement (including the exhibits hereto) may be modified only by an agreement approved and signed by the CITY and the TENANT.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Lease to be signed in its corporate name and sealed with its corporate seal by Stephen T. Honey, its City Manager, thereunto duly authorized, and CASCO BAY ISLAND TRANSIT DISTRICT, has caused this Agreement to be signed by _____, its _____, duly authorized, as of the day and date first stated above.

WITNESS:

CITY OF PORTLAND

Virginia A. Hase

By Stephen T. Honey
Its City Manager

CASCO BAY ISLAND TRANSIT DISTRICT

By its Patricia A. Christie

STATE OF MAINE
CUMBERLAND, ss.

February 28, 1984⁵

Personally appeared the above-named Stephen T. Honey, City Manager of said City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,

William S. Kane
Notary Public MAINE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 2, 1988

STATE OF MAINE
CUMBERLAND, ss.

3/15, 1984⁵

Personally appeared the above-named, Patrick P. Smith as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of his or her or his or her

Before me,

John L. Kane
Notary Public
Notary at Law

Approved As To Legality

By Elizabeth L. Baynton

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
URBAN MASS TRANSPORTATION ADMINISTRATION

WASHINGTON, D.C. 20590

See File: ME 05 0006

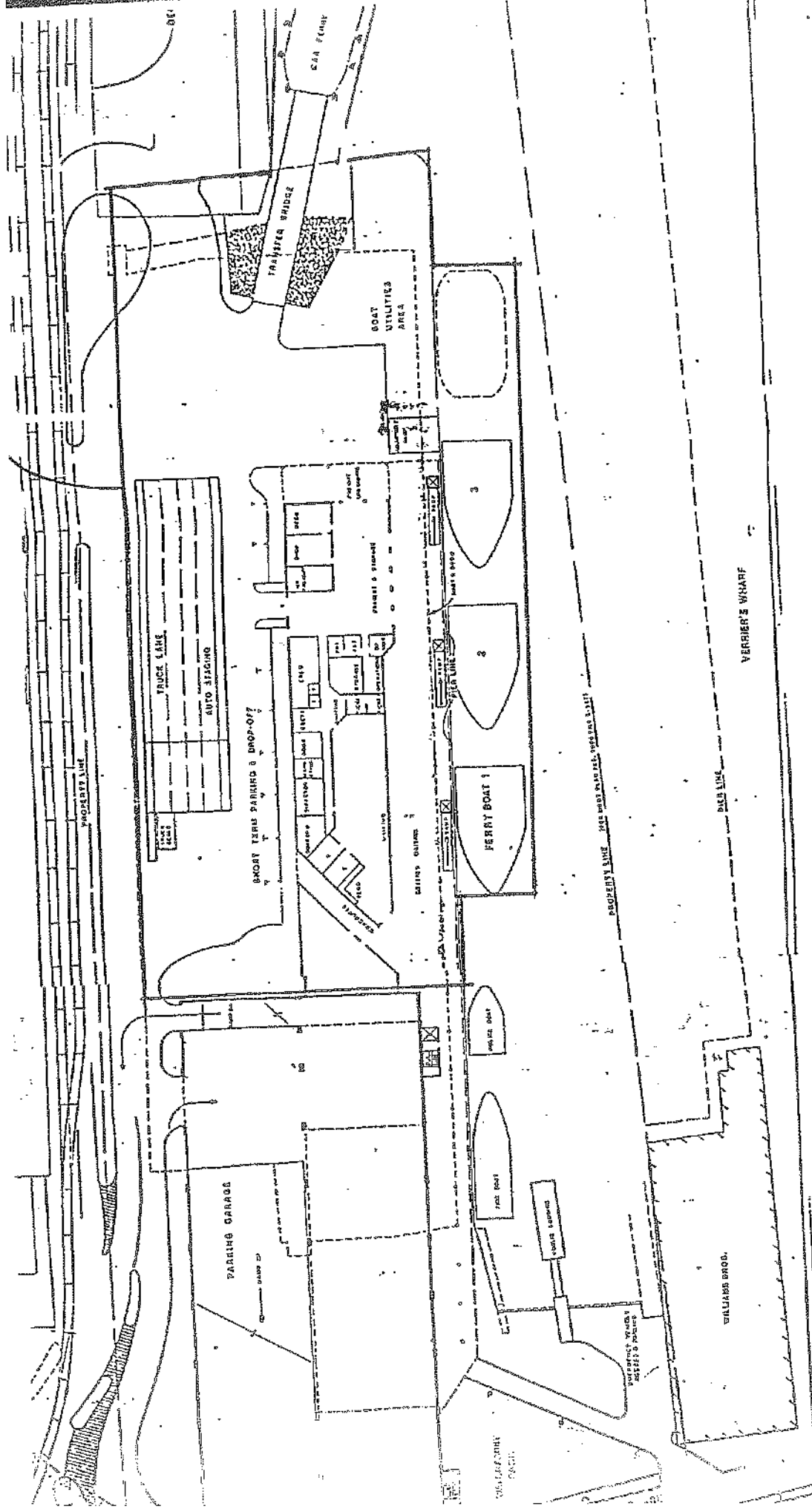


URBAN MASS TRANSPORTATION AGREEMENT

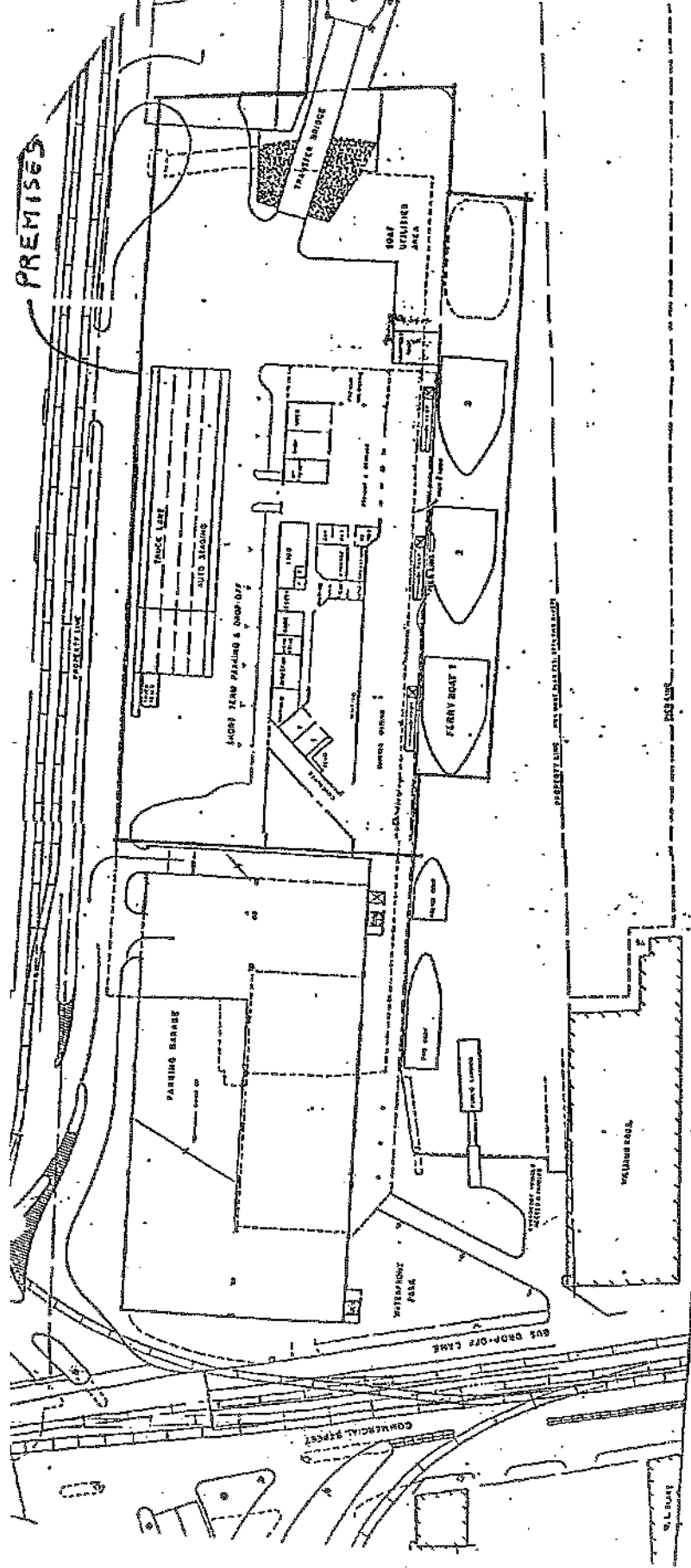
PART II

TERMS AND CONDITIONS

for Projects under section 3, 4(i), 5, 6, 8,
9, 9A, and 20 of the Urban Mass Transportation
Act of 1964, as amended, 49 U.S.C. § 1601 et seq.;
for Mass Transportation Projects under
the Federal-Aid Highway Act of 1973,
as amended, title 23 U.S.C. (Highways);
or for section 175 of the Clean Air Act
Amendments of 1977, 42 U.S.C. § 7505.



APPENDIX A



APPENDIX A

YEARREN'S WINDMILL

CASCO BAY FERRY TERMINAL LEASE

APPENDIX B

INCORPORATION OF FEDERAL RULES AND REGULATIONS

This Appendix consists of "Form UMTA F 2018", dated 10/1/83, and "Form UMTA F 5G", rev. 4/1/83, a copy of which is attached hereto.

TENANT agrees to comply with all rules and regulations herein which are determined to be applicable to TENANT as lessee of the Premises, including but not limited to, the following:

Form UMTA F 2018:	Sections 5 through 8.
Form UMTA F 5G:	Sections 108 through 110; Sections 117 through 121.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
URBAN MASS TRANSPORTATION ADMINISTRATION
GRANT

NOTIFICATION OF GRANT APPROVAL
SECTIONS 3, 4(i), 5, 8, 9A AND/OR 9 OF THE URBAN MASS TRANSPORTATION
ACT OF 1964, AS AMENDED

49 U.S.C. § 1601 et seq. AND/OR TITLE 23 UNITED STATES CODE

PART I

THIS GRANT, effective on the date specified in the Notification of Grant Approval is entered into by and between the United States of America ("Government") and the Grantee named in the Notification of Grant Approval.

In consideration of the mutual covenants, promises, and representations herein, the parties hereto agree as follows:

Sec. 1. Purpose of Grant - The purpose of this Grant is to provide for the undertaking of an urban mass transportation planning, acquisition, construction, improvement, and/or operating program ("Program") as authorized under the Act(s) with Government financial assistance to the Grantee in the form of a grant ("Grant"), under Sections 3, 4(i), 5, 8, 9A and/or 9 of the Urban Mass Transportation Act of 1964, as amended, ("Act") for purposes set forth in the Program Description in the Notification of Grant Approval that are in accordance with the Act(s) and any implementing regulations or guidelines; and to state the terms and conditions upon which such assistance will be provided and the manner in which the Projects in the Program will be undertaken and the Program planning studies, facilities/equipment will be used.

Sec. 2. The Program - The Grantee agrees to undertake and complete the Program, and to provide for the use of the Program facilities/equipment, substantially as described in its Application, incorporated herein by reference, filed with and approved by the Government, and in accordance with the terms and conditions of this Grant. The "Program Description" in the Notification of Grant Approval describes the Program to be funded under this Grant.

Sec. 3. Federal Assistance - a. In order to assist the Grantee in financing that portion of the total cost of the Projects in the Program which the Department of Transportation (DOT) has determined cannot reasonably be financed from revenues of the public transportation system in which the Program facilities/equipment are to be used ("Net Project Cost"), such Net Project Cost total of the Projects financed in this Program being estimated to be that amount stated in the Notification of Grant Approval, the Government will make a Grant in an amount equal to either (1) the maximum amount permitted by Federal law and regulations, or (2) in the amount designated as Maximum Federal Share in the Notification of Grant Approval, or (3) the amount designated as Maximum Percentage(s) of Federal Participation as set forth in the Notification of Grant Approval, whichever is the least. With respect to

operating assistance projects financed under Sections 5 or 9 of the Urban Mass Transportation Act of 1964, as amended, notwithstanding any provision to the contrary in Section 105.c. of Part II, Form F 5G, Rev. 4/1/83, entitled Urban Mass Transportation Agreement, the Federal financial assistance provided under this Grant may be applied to the Net Project Costs incurred for operations by the Grantee in the Project Time Period for operations projects designated in the list of Program of Projects attached to the Notification of Grant Approval.

b. For purposes of this Agreement, "Net Project Cost" must be in conformance with the requirements of Office of Management and Budget Circular (OMB Circular) A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments," and with any guidelines or regulations issued by the Government.

c. The obligation of the Government to make Federal Grant payments shall not exceed the amount provided in the Program Budget.

Sec. 4. Local Share - The Grantee agrees that it will provide from sources other than (a) Federal funds (except as may otherwise be authorized by Federal statute), (b) receipts from the use of the Program facilities/equipment, or (c) revenues of the public transportation system in which such facilities/equipment are used, funds in an amount sufficient, together with the Grant, to assure payment of the actual Project Cost of each Project in the Program. The Grantee further agrees that no refund or reduction of the amount so provided below the level of Federal assistance will be made at any time, unless there is at the same time a refund to the Government of a proportional amount of the Grant. The Grantee's obligation to provide the Local Share is calculated on a Project-by-Project basis for each Project in the Program.

Sec. 5. Labor Protection - The Grantee agrees to undertake, carry out, and complete the Program under the terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Program and meeting the requirements of section 13(c) of the Act, 49 U.S.C. § 1609(c), and Department of Labor regulations at 29 C.F.R. Part 215. These terms and conditions are identified in the letter of certification to the Government from the Department of Labor on the date set forth in the Notification of Grant Approval, which letter and any documents cited in that letter are incorporated into this Grant by reference. The Grant is subject to the conditions stated in the Department of Labor letter.

Sec. 6. Special Requirement for Sections 3 and/or 5 Capital Projects.

The following requirement is applicable to projects financed under Sections 3 and/or 5 Capital of the Urban Mass Transportation Act of 1964, as amended:

Procurement of Rolling Stock and Buses.

In lieu of requiring that contracts for the acquisition of rolling stock be awarded on the basis of evaluation or consideration of performance, standardization, life-cycle costs and other factors, or on the basis of lowest initial capital cost, such contracts may be awarded based on a competitive procurement process, except that this provision does not apply to procurements undertaken in the course of grants agreements financed prior to January 6, 1983. Such competitive procurement process must be consistent with the provisions of Part II, Section 110.d.

Sec. 7. Special Requirements for Section 5 Projects.

a. Fares and Services - The Grantee assures that for any public mass transportation system receiving financial assistance under this Project, no fare change or substantial change in service as defined in 49 C.F.R. 635.7 has been adopted since May 17, 1980, or since the time of its first award of Federal financial assistance under Section 5 of the Act, whichever is the later, and assures that no fare change or substantial change in service as defined in 49 C.F.R. 635.7 will be instituted, except:

(1) after a public hearing is held or an opportunity for such hearing is afforded, after adequate public notice;

(2) after proper consideration to the views and comments expressed in such hearing is given; and

(3) after consideration of the effect on energy conservation, and the economic, environmental, and social impact of the change in the fare or service is given.

b. Half Fare Requirement - The Grantee agrees and assures that the rates charged elderly and handicapped persons during nonpeak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the applicant or is by another entity under lease or otherwise.

Sec. 8. Special Requirements for Section 9A and 9 Projects.

The following requirements are applicable to projects financed under Section 9 of the Urban Mass Transportation Act of 1964, as amended:

a. Fares and Services - The Grantee agrees that it will solicit and consider public comment prior to raising fares or implementing a major reduction of service.

b. Audit Requirement - The Government may, at least annually and more frequently in its discretion, either conduct or require the Grantee to have independently conducted, reviews and audits as the Government may deem appropriate pursuant to the provisions of section 9(g) of the Act and any regulations or guidelines that may be issued by the Government.

c. Half-Fare Requirement - The Grantee agrees and assures that the rates charged elderly and handicapped persons during nonpeak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the applicant or is by another entity under lease or otherwise. The Grantee agrees and assures that it will give the rate required herein to any person presenting a medicare card duly issued to that person pursuant to title II or title XVIII of the Social Security Act.

d. False or Fraudulent Statements - The Grantee takes notice pursuant to section 9(h) of the Act, that the provisions of section 1001 of title 18, United States Code are applicable to any certifications or submissions under section 9 of the Act. The Government reserves the right to exercise any remedies set forth in section 9(h) of the Act should a violation occur.

Sec. 9. Special Condition Pertaining to Financing Section 3 or 9A Projects.

Payments to the Grantee under Section 3 or 9A of the Act shall be subject to the availability of sufficient funds in the Mass Transit Account of the Highway Trust Fund and an adequate liquidating cash appropriation enacted into law.

Sec. 10. The Grant - This Grant consists of the Notification of Grant Approval; this Part I, Form F 2018, 10/1/83, entitled Urban Mass Transportation Administration Grant; and Part II, Form UMTA 5G, Rev. 4/1/83, entitled Urban Mass Transportation Agreement, Terms and Conditions. Should the Grant award letter include special conditions for Projects in this Program, that letter is incorporated herein by reference and made part of this Grant. The latest approved Program Budget is incorporated herein by reference and made part of this Grant. Amendments to any of these documents shall require a formal amendment to this Grant, except that reallocations of funds among budget items or fiscal years which reallocations do not increase the total amount of the Federal Grant may be made in accordance with all UMTA circulars and regulations. Amendments of any type that pertain to funding shall require the issuance of a new Program Budget.

Sec. 11. Execution of Grant - This Grant may be simultaneously executed in several counterparts, each of which counterparts shall be deemed to be an original having identical legal effect. When the Notification of Grant Approval is signed by the Government, this Grant should be executed by the Grantee within ninety (90) days after the Obligation Date. The Government may withdraw its obligation hereunder if the Grant is not executed within the above ninety-day period. The effective date of the Grant shall be the Obligation Date. The effective date of any Amendment shall be the Obligation Date for that Amendment.

The Grantee does hereby ratify and adopt all statements, representations, warranties, covenants, and materials submitted by it, and does hereby accept the Government's award of financial assistance and agrees to all of the terms and conditions of this Grant.

Executed this 4th day of September, 19 84.

ATTEST: Virginia S. Hall BY: Stephen T. Honey
City Manager

Exec. Secy, City of Portland
TITLE AND ORGANIZATION

City Manager, City of Portland
TITLE AND ORGANIZATION

Certificate of Grantee's Attorney

I, David A. Lourie, acting as Attorney for the Grantee do hereby certify that I have examined this Grant and have ascertained that execution of the Grant was authorized on the date of 4/20/1983. A copy of this authorization is attached or ~~has previously been submitted to UMTA~~. The execution of this Grant and the proceedings taken by the Grantee are in all respects due and proper and in accordance with applicable State and local law. I further certify that, in my opinion, said Grant constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof and certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Grant.

Dated this 4th day of Sept., 19 84

David A. Lourie
SIGNATURE

Corporation Counsel, City of Portland
TITLE AND ORGANIZATION

BY AND BETWEEN

CITY OF PORTLAND

AND

CASCO BAY ISLAND TRANSIT DISTRICT

012065

AGREEMENT made this 5th day of March, 1987, by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate organized under the laws of the State of Maine and located in the City of Portland (hereinafter the "TENANT").

WHEREAS, the CITY and the TENANT entered into an Agreement dated March 5, 1985 for the lease of property at the Maine State Pier for TENANT'S proposed Ferry Terminal project; and

WHEREAS, development at the present site of TENANT'S Vehicle Transfer Bridge on Portland Pier may interfere with TENANT'S operations this summer; and

WHEREAS, it is feasible to move the Vehicle Transfer Bridge to its planned site prior to development of the overall Ferry Terminal Project; and

WHEREAS, CITY and TENANT have therefore agreed to move the Vehicle Transfer Bridge from its present location to the Maine State Pier prior to TENANT'S Beneficial Occupancy of the PREMISES, under said Agreement; and

WHEREAS, a final subdivision plan has been developed identifying the boundaries of TENANT'S leasehold interest;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties do hereby agree to modify the Lease Agreement of March 5, 1985 as follows:

CITY OF PORTLAND, MAINE
CASCO BAY GARAGE - BONDED DEBT AMORTIZATION
12/85 ISSUE

DUE DATE	ISSUE	PRINCIPAL	INTEREST	TOTAL PAYMENT
06/01/86	1285	0.00	70,215.00	70,215.00
12/01/86	1285	91,108.00	70,215.00	161,323.00
06/01/87	1285	0.00	66,115.00	66,115.00
12/01/87	1285	91,108.00	66,115.00	157,223.00
06/01/88	1285	0.00	62,015.00	62,015.00
12/01/88	1285	89,877.00	62,015.00	151,892.00
06/01/89	1285	0.00	57,971.00	57,971.00 <i>7989</i>
12/01/89	1285	89,877.00	57,970.00	147,847.00
06/01/90	1285	0.00	53,926.00	53,926.00 <i>7990</i>
12/01/90	1285	89,877.00	53,926.00	143,803.00
06/01/91	1285	0.00	49,882.00	49,882.00 <i>7991</i>
12/01/91	1285	89,877.00	49,881.00	139,758.00
06/01/92	1285	0.00	46,736.00	46,736.00
12/01/92	1285	89,877.00	46,736.00	136,613.00
06/01/93	1285	0.00	43,591.00	43,591.00
12/01/93	1285	89,877.00	43,590.00	133,467.00
06/01/94	1285	0.00	40,445.00	40,445.00
12/01/94	1285	89,877.00	40,444.00	130,321.00
06/01/95	1285	0.00	37,254.00	37,254.00
12/01/95	1285	89,877.00	37,254.00	127,131.00
06/01/96	1285	0.00	33,996.00	33,996.00
12/01/96	1285	89,877.00	33,996.00	123,873.00
06/01/97	1285	0.00	30,671.00	30,671.00
12/01/97	1285	89,877.00	30,670.00	120,547.00
06/01/98	1285	0.00	27,300.00	27,300.00
12/01/98	1285	89,877.00	27,300.00	117,177.00
06/01/99	1285	0.00	23,885.00	23,885.00
12/01/99	1285	89,877.00	23,885.00	113,762.00
06/01/2000	1285	0.00	20,425.00	20,425.00
12/01/2000	1285	89,877.00	20,424.00	110,301.00
06/01/2001	1285	0.00	16,920.00	16,920.00
12/01/2001	1285	89,877.00	16,919.00	106,796.00
06/01/2002	1285	0.00	13,369.00	13,369.00
12/01/2002	1285	89,877.00	13,369.00	103,246.00
06/01/2003	1285	0.00	9,774.00	9,774.00
12/01/2003	1285	89,877.00	9,774.00	99,651.00
06/01/2004	1285	0.00	6,516.00	6,516.00
12/01/2004	1285	89,877.00	6,516.00	96,393.00
06/01/2005	1285	0.00	3,258.00	3,258.00
12/01/2005	1285	89,875.00	3,258.00	93,133.00
TOTALS	1285	1,800,000.00	1,428,521.00	3,228,521.00

CITY OF PORTLAND, MAINE
CASCO BAY GARAGE - BONDED DEBT AMORTIZATION
07/82 ISSUE

DUE DATE	ISSUE	PRINCIPAL	INTEREST	TOTAL PAYMENT
01/01/85	0782	0.00	5,914.00	5,914.00
07/01/85	0782	11,281.00	5,914.00	17,195.00
01/01/86	0782	0.00	11,137.00	11,137.00
07/01/86	0782	11,281.00	11,137.00	22,418.00
01/01/87	0782	0.00	10,446.00	10,446.00
07/01/87	0782	11,281.00	10,446.00	21,727.00
01/01/88	0782	0.00	9,755.00	9,755.00
07/01/88	0782	11,281.00	9,755.00	21,036.00
01/01/89	0782	0.00	9,107.00	9,107.00 ⁷⁴⁹⁴
07/01/89	0782	11,281.00	9,106.00	20,387.00
01/01/90	0782	0.00	8,416.00	8,416.00 ⁷⁴⁹¹
07/01/90	0782	11,281.00	8,415.00	19,696.00
01/01/91	0782	0.00	7,725.00	7,725.00 ⁷⁴⁹¹
07/01/91	0782	11,281.00	7,724.00	19,005.00
01/01/92	0782	0.00	7,034.00	7,034.00
07/01/92	0782	11,281.00	7,033.00	18,314.00
01/01/93	0782	0.00	6,343.00	6,343.00
07/01/93	0782	11,281.00	6,342.00	17,623.00
01/01/94	0782	0.00	5,672.00	5,672.00
07/01/94	0782	11,281.00	5,671.00	16,952.00
01/01/95	0782	0.00	5,034.00	5,034.00
07/01/95	0782	11,281.00	5,034.00	16,315.00
01/01/96	0782	0.00	4,386.00	4,386.00
07/01/96	0782	11,281.00	4,385.00	15,666.00
01/01/97	0782	0.00	3,723.00	3,723.00
07/01/97	0782	11,281.00	3,722.00	15,003.00
01/01/98	0782	0.00	3,052.00	3,052.00
07/01/98	0782	11,281.00	3,051.00	14,332.00
01/01/99	0782	0.00	2,375.00	2,375.00
07/01/99	0782	11,281.00	2,374.00	13,655.00
01/01/2000	0782	0.00	1,692.00	1,692.00
07/01/2000	0782	11,281.00	1,692.00	12,973.00
01/01/2001	0782	0.00	1,128.00	1,128.00
07/01/2001	0782	11,281.00	1,128.00	12,409.00
01/01/2002	0782	0.00	565.00	565.00
07/01/2002	0782	11,277.00	564.00	11,841.00
TOTALS	0782	203,054.00	206,997.00	410,051.00

CITY OF PORTLAND, MAINE
 CBFT PARKING GARAGE
 SELECTED FINANCIAL INFORMATION

A	B	C	D	E	F	G	H	
	PARKING REVENUES	INTEREST EXPENSE	DEPRECIATION EXPENSE	EXCESS EXPENSE	CUMULATIVE EXCESS EXPENSE	BOND PRINCIPAL REPAID	(+B-C-G) ANNUAL CASH FLOW DEFICIT	CUMULATIVE CASH FLOW DEFICIT
FY '85	0	5,914	0	(5,914)	(5,914)	0	(5,914)	(5,914)
FY '86	0	87,266	0	(87,266)	(93,180)	11,281	(98,547)	(104,461)
FY '87	0	157,913	0	(157,913)	(251,093)	102,389	(260,302)	(364,763)
FY '88	0	148,331	0	(148,331)	(399,424)	102,389	(250,720)	(615,483)
FY '89	22,515	138,848	75,342	(191,675)	(591,099)	101,158	(217,491)	(832,974)
FY '90	118,800	129,418	148,538	(159,156)	(750,255)	101,158	(111,775)	(944,750)
FY '91	109,199	119,948	211,724	(222,473)	(972,728)	101,158	(111,907)	(1,056,657)

AMENDMENT NO. 1 TO LEASE AGREEMENT

BY AND BETWEEN
CITY OF PORTLAND

AND

CASCO BAY ISLAND TRANSIT DISTRICT

AGREEMENT made this _____ day of _____, 1987, by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate organized under the laws of the State of Maine and located in the City of Portland (hereinafter the "TENANT").

WHEREAS, the CITY and the TENANT entered into an Agreement dated March 5, 1985 for the lease of property at the Maine State Pier for TENANT'S proposed Ferry Terminal project; and

WHEREAS, development at the present site of TENANT'S Vehicle Transfer Bridge on Portland Pier may interfere with TENANT'S operations this summer; and

WHEREAS, it is feasible to move the Vehicle Transfer Bridge to its planned site prior to development of the overall Ferry Terminal Project; and

WHEREAS, CITY and TENANT have therefore agreed to move the Vehicle Transfer Bridge from its present location to the Maine State Pier prior to TENANT'S Beneficial Occupancy of the PREMISES, under said Agreement; and

WHEREAS, a final subdivision plan has been developed identifying the boundaries of TENANT'S leasehold interest;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties do hereby agree to modify the Lease Agreement of March 5, 1985 as follows:

1. Amend ARTICLE 2. GRANTING OF LEASEHOLD; PREMISES, by deleting the first paragraph and substituting the following:

CITY hereby agrees to lease to TENANT and TENANT does hereby agree to lease of and from CITY the PREMISES above-described upon the terms and conditions specified herein. Said PREMISES are located on the westerly side of the Maine State Pier and shall be bounded as shown as Lot 1 on Sheet 2 of the City's Subdivision Plan entitled, "Revised Subdivision Plan of Maine State Pier and Vicinity, City of Portland, Cumberland County," drawn by Stevens, Morton, Rose & Thompson and dated November 7, 1985, updated February 17, 1987, which Plan is to be recorded in the Cumberland County Registry of Deeds simultaneously with this Lease Amendment.

2. Prior to beneficial occupancy of the PREMISES as provided in ARTICLE 3. TERM, CITY hereby grants to TENANT permission to use a sufficient portion of the PREMISES to provide a vehicle staging area and pedestrian waiting area for TENANT'S Vehicle Transfer Bridge, said use to be in common with the CITY, Bath Iron Works and CITY'S contractor or contractors.

The permission granted hereunder shall be effective upon receipt of written permission to use the Transfer Bridge and the related vehicle and pedestrian areas from the CITY'S Manager. Said permission shall automatically expire upon beneficial occupancy of the PREMISES by TENANT.

3. TENANT'S leasehold in the PREMISES as provided in ARTICLE 2, and the permission granted under this Amendment, is subject to the following easements:

- 3-
- A. Easement Deed, dated March 5, 1987, to Portland Water District which is to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of the Memorandum of Lease;
 - B. Easement Deed, dated March 5, 1987, to New England Telephone which is to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of the Memorandum of Lease;
 - C. Easement Deed, dated March 5, 1987, to Central Maine Power Company to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of the Memorandum of Lease; and
 - D. Deed Indenture, dated March 5, 1987, describing reciprocal easements by and among the City of Portland, Casco Bay Island Transit District, and Bath Iron Works for Pedestrian and Vehicular rights-of-way and navigational rights, which Deed is to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of the Memorandum of Lease.
4. It is hereby understood and agreed that TENANT'S occupancy and use of the PREMISES as provided in this Amendment shall be simultaneous with occupancy of the PREMISES by a contractor or contractors who will be constructing the Ferry Terminal Building and/or the planned parking garage and facilities related thereto. TENANT agrees to cooperate with CITY and with the said contractors to ensure reasonable access of equipment,

machinery, vehicles and workers to the worksite to ensure that the work can proceed in a timely and reasonable manner; provided, however, that it shall be the responsibility of said contractors to provide a safe and secure worksite, and TENANT shall have no responsibility therefor. TENANT shall make reasonable effort to provide the CITY and Bath Iron Works with written notice a reasonable time in advance of any planned changes in its regularly scheduled use of the PREMISES and/or the Vehicle Transfer Bridge, and of any other events of which TENANT has notice, which schedule change or event would reasonably be expected to affect access or movement on the Maine State Pier. CITY agrees to cooperate with TENANT to make TENANT'S needs known to CITY'S contractors at the PREMISES and to use reasonable efforts to resolve any conflict or conflicts which may arise during construction.

5. TENANT hereby agrees to cooperate with Bath Iron Works to provide Bath Iron Works' traffic reasonable vehicle access through the said vehicle staging area and movement up and down the Maine State Pier; provided, however, that TENANT shall not be deemed to be responsible for, or providing any guarantee of, such access.
6. TENANT shall have no responsibility during the term of the permission granted in Section 2 above for the PREMISES and is not responsible for the signage, construction, condition or maintenance of the vehicle staging area and pedestrian waiting

area. Notwithstanding the foregoing, TENANT shall have the exclusive use of the Transfer Bridge and shall provide indemnification and insurance covering the Transfer Bridge and its operations thereon as provided in ARTICLE 13. INDEMNITY and ARTICLE 14. INSURANCE.

CITY shall be responsible for providing a vehicle and pedestrian passageway during construction and pursuant to the plan for construction of the Project as approved by CITY. Said passageway shall be constructed pursuant to the Project's construction schedule, and TENANT understands and agrees that the passageway may be of a temporary material and nature during construction.

CITY further agrees to provide and maintain street lighting and signals down the vehicular right of way on the Maine State Pier pursuant to any applicable standards of the CITY Traffic Engineer and pursuant to the design of the Project. The costs of said lighting, including energy costs, shall be paid by CITY.

7. TENANT'S obligation of INDEMNIFICATION and INSURANCE under ARTICLES 13 and 14 of the Agreement shall be in effect under this Amendment only as to the requirement in Section 6 above covering the Transfer Bridge, plus said obligations as to Automobile Liability Insurance, Workers' Compensation Insurance and Watercraft coverage. Said Watercraft coverage shall be in an amount not less than \$ _____.

8. Pursuant to ARTICLE 10 of the Agreement, CITY and TENANT agree to incorporate the amendments attached hereto as Appendix B(1) into said Agreement, as required by the U. S. Urban Mass Transportation Administration.
9. Except as specifically provided herein, all the terms and conditions of the Agreement of March 5, 1985 remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF PORTLAND has executed this Amendment No. 1 to the March 5, 1985 Lease Agreement by Robert B. Ganley, its City Manager, thereunto duly authorized, and CASCO BAY ISLAND TRANSIT DISTRICT has executed this Amendment No. 1 to the March 5, 1985 Lease Agreement by its General Manager, thereunto duly authorized, as of the date first above written.

CITY OF PORTLAND

Elizabeth L. Boynton BY Robert B. Ganley
WITNESS Robert B. Ganley
City Manager

CASCO BAY ISLAND TRANSIT DISTRICT

Elizabeth L. Boynton BY Patrick R. Christian
WITNESS Patrick R. Christian
Its General Manager

Approved As To Legality

By Elizabeth L. Boynton

STATE OF MAINE
CUMBERLAND, ss.

March 5, 1987

Personally appeared the above-named Robert B. Ganley, City Manager of said City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,

VIRGINIA S. KANE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 2, 1991

Virginia S. Kane

Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

March 5, 1987

Personally appeared the above-named Patrick R. Christian, General Manager of said Casco Bay Island Transit District, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Casco Bay Island Transit District.

Before me,

VIRGINIA S. KANE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 2, 1991

Virginia S. Kane

Notary Public/Attorney at Law

MEMORANDUM OF LEASE AGREEMENT

A Lease Agreement was made and entered into on March 5, 1985, and amended on March 5, 1987, by and between the CITY OF PORTLAND, a body politic and corporate located at 389 Congress Street, Portland, Maine (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate located at 25 Custom House Wharf, Portland, Maine (hereinafter the "TENANT").

1. **PROPERTY:** The PREMISES subject to this Ground Lease are located on the westerly side of the Maine State Pier and are bounded as shown as Lot 1 on Sheet 2 of the City's Subdivision Plan entitled, "Revised Subdivision Plan of Maine State Pier and Vicinity, City of Portland, Cumberland County," drawn by Stevens, Morton, Rose & Thompson and dated November 7, 1985, updated February 17, 1987 which Plan is to be recorded in the Cumberland County Registry of Deeds simultaneously with this Memorandum of Lease.

Provided, however, that the above-described PREMISES are subject to the following easements:

- A. Easement Deed, dated March 5, 1987, to Portland Water District which is to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of this Memorandum;
 - B. Easement Deed, dated March 5, 1987, to New England Telephone which is to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of this Memorandum;
 - C. Easement Deed, dated March 5, 1987, to Central Maine Power Company to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of this Memorandum; and
 - D. Deed Indenture, dated March 5, 1987, describing reciprocal easements by and among the City of Portland, Casco Bay Island Transit District, and Bath Iron Works for Pedestrian and Vehicular rights-of-way and navigational rights, which Deed is to be recorded in the Cumberland County Registry of Deeds simultaneously with the recording of this Memorandum.
2. **TERM:** This Agreement shall be effective immediately upon execution by CITY and TENANT. TENANT's right to occupy the PREMISES shall begin as of the first day of the first full month following the date of notice of beneficial occupancy to TENANT and this Agreement and TENANT'S interest hereunder shall be terminated on the last day of the month thirty (30) years following the date of the notice of beneficial occupancy.

Notwithstanding the foregoing, TENANT shall be permitted to use a sufficient portion of the PREMISES to provide a vehicle staging area and passenger waiting area for TENANT'S Vehicle Transfer Bridge, to be located at the end of the PREMISES. Said use shall be in common with the CITY, Bath Iron Works and the CITY'S Contractor or Contractors, shall begin as of the date of receipt of notice to use the Vehicle Transfer Bridge from CITY to TENANT, and shall automatically expire upon beneficial occupancy of the PREMISES.

3. SUBLETTING AND ASSIGNMENT: TENANT'S and CITY'S rights to assign or sublet under this Lease Agreement are as provided in Attachment A which is attached hereto and by this reference incorporated herein.

This instrument is merely a memorandum of the aforesaid Lease Agreement and is subject to all of the terms, conditions and provisions thereof. It is for recording purposes only and shall not alter or amend the Lease Agreement in any way.

IN WITNESS WHEREOF, the CITY and the TENANT have executed this Memorandum as of this 5th day of March, 1987.

CITY OF PORTLAND

Elizabeth L. Baynton

BY *Robert B. Ganley*
Robert B. Ganley
City Manager

CASCO BAY ISLAND
TRANSIT DISTRICT

Elizabeth L. Baynton

BY *Patrick R. Christian*
Patrick R. Christian
General Manager

STATE OF MAINE
CUMBERLAND, ss.

March 5, 1987

Personally appeared the above-named Robert B. Ganley, City Manager of said City of Portland, as aforesaid, and acknowledged the

foregoing instrument to be his free act and deed in his said capacity,
and the free act and deed of the City of Portland.

Before me,

Virginia S. Kane
Notary Public/Attorney at Law

VIRGINIA S. KANE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 2, 1990

STATE OF MAINE
CUMBERLAND, ss.

March 5, 1987

Personally appeared the above-named Patrick R. Christian,
General Manager of said Casco Bay Island Transit District, as
aforesaid, and acknowledged the foregoing instrument to be his free
act and deed in his said capacity, and the free act and deed of Casco
Bay Island Transit District.

Before me,

Virginia S. Kane
Notary Public/Attorney at Law

VIRGINIA S. KANE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 2, 1990

Approved As To Legality

By Elizabeth L. Barton

ARTICLE 16. SUBLETTING AND ASSIGNMENT

A. TENANT shall not sublet any part or parts of the Premises, except as specifically provided herein, without the prior written approval of the CITY.

Notwithstanding the foregoing, TENANT may sublet or permit the use of space within the interior of the Ferry Terminal Building for advertising by third parties and may sublet or permit the use of its berthing spaces by third parties.

To the extent TENANT is allowed to operate vending machines or a souvenir concession facility under this Agreement, TENANT may sublet its rights to a third party to do so.

All sublessees of TENANT under this provision shall be required to comply with all applicable terms of this Agreement and with all federal, state and local laws and regulations in their operations on the Premises. Copies of all subleases or permit agreements shall be provided to CITY.

B. TENANT shall not assign this Agreement, its rights hereunder, or the Premises or any portion thereof, without the prior written approval of CITY. Notwithstanding this Article, CITY agrees to give written consent to assignment of TENANT'S leasehold interest as defined herein to a Trustee for the benefit of TENANT'S bondholders to the extent said assignment is required by TENANT'S bond indenture.

C. The CITY shall not assign, sublet or convey its interest in the Premises or this Agreement unless such assignment, sublease or conveyance is expressly subject to this Agreement. CITY shall give TENANT no less than thirty (30) days' prior written notice of any such assignment, sublease or conveyance.

Any sublease or assignment of the Premises, or part thereof, by CITY or TENANT shall be subject to the prior written approval of UMTA.

AMENDMENT NO. 2 TO LEASE AGREEMENT

BY AND BETWEEN

CITY OF PORTLAND

AND

CASCO BAY ISLAND TRANSIT DISTRICT

AGREEMENT made this 21st day of *Sept.*, 1988, by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate organized under the laws of the State of Maine and located in the City of Portland (hereinafter the "TENANT").

W I T N E S S E T H:

WHEREAS, the parties entered into a Lease Agreement dated March 5, 1985, as amended by Amendment No. 1, dated March 5, 1987; and

WHEREAS, said Amendment No. 1 established the boundaries of TENANT's Premises and easements thereon by reference to a certain "Revised Subdivision Plan" for the westerly side of the Maine State Pier, referenced therein; and

WHEREAS, it is necessary to file an Amended Revised Subdivision Plan to reflect modifications resulting from construction of the parking garage facility adjacent to the Casco Bay Island Ferry Terminal building;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties do hereby agree to modify the Lease Agreement of March 5, 1985, as amended on March 5, 1987, as follows:

1. Amend ARTICLE 2. GRANTING OF LEASEHOLD; PREMISES, by deleting the first paragraph and substituting the following:

CITY hereby agrees to lease to TENANT and TENANT does hereby agree to lease of and from CITY the PREMISES above-described upon the terms and conditions specified herein. Said PREMISES are located on the westerly side of the Maine State Pier and shall be bounded as shown as Lot 1 on Sheet 2 of 2 of the CITY's Subdivision Plan entitled, "Amended Revised Subdivision Plan of Maine State Pier and Vicinity, City of Portland, Cumberland County," drawn by Stevens, Morton, Rose & Thompson and dated September 20, 1988, which Amended Revised Plan is to be recorded in the Cumberland County Registry of Deeds simultaneously with this Lease Amendment.

2. Section 1 of Amendment No. 1 dated March 5, 1987, is hereby repealed.
3. TENANT's leasehold in the PREMISES as provided in ARTICLE 2, is subject to the Amended and Restated Deed Indenture, dated September 20, 1988, which Amended and Restated Deed Indenture describes reciprocal easements by and among the CITY of Portland, Casco Bay Island Transit District and Bath Iron Works, for pedestrian and vehicular rights of way and navigational rights.
4. SECTION 3(D) of Amendment No. 1, dated March 5, 1987, is hereby repealed.

5. Except as otherwise specifically provided herein, all the terms and conditions of the Agreement of March 5, 1985, and Amendment No. 1, remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF PORTLAND has executed this Amendment No. 2 to the March 5, 1985, Lease Agreement, as amended, by Robert B. Ganley, its City Manager, thereunto duly authorized, and CASCO BAY ISLAND TRANSIT DISTRICT has executed this Amendment No. 2 to the March 5, 1985, Lease Agreement, as amended, by Gerald E. Garman, its President, thereunto duly authorized, as of the date first above written.

CITY OF PORTLAND

Kathryn Sheehan
WITNESS

By Robert B. Ganley
Robert B. Ganley
City Manager

CASCO BAY ISLAND TRANSIT DISTRICT

David Louie

By Gerald E. Garman
Gerald E. Garman
President

David Louie
Approved as to Legality

STATE OF MAINE
CUMBERLAND, SS.

, 1988

Personally appeared the above-named Robert B. Ganley, City Manager of said City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,

Kathryn Sheehan

Notary Public/Attorney at Law

Kathryn Sheehan

STATE OF MAINE
CUMBERLAND, SS.

Sept. 16, 1988

Personally appeared the above-named Gerald E. Garman, President of said Casco Bay Island Transit District, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Casco Bay Island Transit District.

Before me,

David A. Lourie

Notary Public/Attorney at Law

David A. Lourie

AMENDED AND RESTATED

DEED INDENTURE

THIS AMENDED AND RESTATED DEED INDENTURE is entered into as of this 20th day of September, 1988, by and among the CITY OF PORTLAND, a body politic and corporate, located at Portland, in the County of Cumberland and State of Maine (hereinafter referred to as "the City"), the CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate, duly organized under the laws of the State of Maine and located at Portland, in said County and State (hereinafter referred to as "CBITD") and BATH IRON WORKS CORPORATION, a Maine corporation duly organized under the laws of the State of Maine and having a place of business in Portland in said County and State (hereinafter referred to as "BIW").

WHEREAS, the City has received Federal and State funds to build a new Casco Bay Ferry Terminal facility and parking garage facility on the west side of the Maine State Pier, which facilities are shown on sheet 1 of 1 of the City's Subdivision Plan entitled "Amended Revised Subdivision Plan of Maine State Pier and Vicinity City of Portland, Cumberland County," drawn by Stevens, Morton, Rose & Thompson and dated September 20, 1988 (hereinafter referred to as the "Amended Plan"), which Amended Plan is recorded in the Cumberland County Registry of Deeds in Plan Book 174, Page 8, and is incorporated herein by reference; and

WHEREAS, the City, on March 5, 1985, entered into a Lease Agreement with CBITD for the new Terminal Facility and facilities related thereto (hereinafter referred to as "the Lease Agreement"), which Lease Agreement is evidenced by a Memorandum of Lease dated March 5, 1987 and recorded in said Registry of Deeds in Book 7660, Page 154, and is incorporated herein by reference; and

WHEREAS, the City, on January 18, 1982, entered into a Pier Lease with BIW for the east side of the Maine State Pier (hereinafter referred to as the "Pier Lease"), which Pier Lease is recorded in said Registry of Deeds in Book 4916, page 29, and is incorporated herein by reference; and

WHEREAS, the City, on March 5, 1987, granted an easement as is shown on the Plan to the Portland Water District for conveyance of water, which Easement Deed is recorded in said Registry of Deeds in Book 7660, Page 152, and is incorporated herein by reference; and

WHEREAS, the City, on March 5, 1987, granted an easement as is shown on the Plan to New England Telephone for telephone service, which Easement Deed is recorded in said Registry of Deeds in Book 7660, Page 148; and

WHEREAS, the City, on March 5, 1987 granted an easement as is shown on the Plan to Central Maine Power Company for electrical service, which Easement Deed is recorded in said Registry of Deeds in Book 7660, Page 150, and is incorporated herein by reference; and

WHEREAS, on March 5, 1987, the City and CBITD entered into an Amendment to the Lease Agreement (hereinafter referred to as "Amendment No. 1 to Lease"), which Amendment No. 1 to Lease is recorded in said Registry of Deeds in Book 7660, Page 158, and is incorporated herein by reference; and

WHEREAS, on March 5, 1987, the City, CBITD and BIW entered into a Deed Indenture recorded in said Registry of Deeds in Book 7660, Page 165, which provided for an exchange of reciprocal easements among the City, CBITD and BIW to provide vehicular, pedestrian and navigational access to the new Terminal Facility and facilities related thereto, to portions of the west side of the Maine State Pier owned by the City and to portions of the east side of the Maine State Pier leased by BIW; and

WHEREAS, the City, CBITD and BIW now wish to amend and restate said Deed Indenture and make certain amendments as provided herein.

NOW, THEREFORE, in consideration of the covenants, terms and conditions set forth hereinafter, the parties hereto agree as follows:

1. CBITD, in exchange for vehicular rights of way and other valuable consideration, hereby gives, grants, bargains and conveys the following easements in and over certain lots or parcels of land in Portland, County of Cumberland and State of Maine, for the duration of CBITD's Lease Agreement and any subsequent renewal of the Lease Agreement, subject to easements created through Easement Deeds from the City in favor of the

Portland Water District, New England Telephone Company and Central Maine Power Company:

- a. to the City, for a pedestrian right of way in common with CBITD for street level pedestrian traffic with restricted access as shown on the Amended Plan and described therein as "City of Portland Limited Pedestrian R.O.W.";
 - b. to the City, for a pedestrian right of way in common with CBITD with restricted access for pedestrian traffic to and from a proposed parking garage facility with said right of way to be maintained and lighted by CBITD at CBITD's expense, said right of way to be as shown on the Amended Plan and described therein as "City of Portland Pedestrian Right-of-Way";
 - c. to the City and to BIW, for a vehicular right of way in common with CBITD with street lighting to be provided by the City at the City's expense, said right of way to be as shown on the Amended Plan and described therein as "City & B.I.W. Vehicular Right-of-Way."
2. CBITD, in exchange for vehicular rights of way and other valuable consideration, hereby gives, grants, bargains and conveys an easement in and over certain lots or parcels of land in Portland, County of Cumberland and State of Maine, for the duration of CBITD's Lease Agreement and any subsequent renewal of the Lease Agreement, to the City of navigational rights in common with CBITD subject to CBITD's berthing rights

as provided in the Lease Agreement, as shown on the Plan and described therein as "City of Portland Navigation Rights Subject to CBITD Berthing Rights."

3. The City, in exchange for pedestrian and vehicular rights of way, navigational rights and other valuable consideration, hereby gives, grants, bargains and conveys an easement in and over certain lots or parcels of land in Portland, County of Cumberland and State of Maine, to CBITD and to BIW, for the duration of their respective lease agreements, for a vehicular right of way in common with the City with street lighting to be provided by the City at the City's expense, subject to easements created through Easement Deeds from the City in favor of the Portland Water District, New England Telephone Company and Central Maine Power Company. Said right of way is shown on the Amended Plan and described therein as "B.I.W. & C.B.I.T.D. Vehicular Right-of-Way."

4. The City, in exchange for pedestrian and vehicular rights of way, navigational rights and other valuable consideration, hereby gives, grants, bargains and conveys an easement in and over certain lots or parcels of land in Portland, County of Cumberland and State of Maine, to CBITD, for the duration of its Lease Agreement and any subsequent renewal of the Lease Agreement, for a pedestrian right of way in common with the City with restricted pedestrian access for pedestrian traffic to and from a proposed parking garage, with said right of way to be maintained and lighted by CBITD at CBITD's expense. Said right of way is shown on the Amended

Plan and described therein as "Limited Pedestrian Right-of-Way Maintained & Lighted by C.B.I.T.D."

5. BIW, in exchange for vehicular rights of way and other valuable consideration, hereby gives, grants, bargains and conveys an easement in and over certain lots or parcels of land in Portland, County of Cumberland and State of Maine to the City and to CBITD, for the duration of the Pier Lease and any subsequent renewal of the Pier Lease, or if BIW acquires title to the property covered by the Pier Lease, for the duration of a period that ends on December 31, 2038, for a vehicular right of way in common with BIW with said right of way to be constructed in a timely manner and maintained solely at BIW's expense. Said right of way is shown on the Amended Plan and described therein as "City & C.B.I.T.D. Vehicular Right-of-Way."

6. BIW, in exchange for vehicular rights of way and other valuable consideration hereby gives, grants, bargains and conveys an easement in and over certain lots or parcels of land in Portland, County of Cumberland and State of Maine to the City, for the duration of the Pier Lease and any subsequent renewal of the Pier Lease, or if BIW acquires title to the property covered by the Pier Lease, for the duration of a period that ends on December 31, 2038, for a vehicular right of way in common with BIW with said right of way to be constructed in a timely manner and maintained solely at BIW's expense, said right of way to be as shown on the Amended Plan and described therein as "City of Portland Vehicular Right-of-Way."

7. Each party to this Amended Deed Indenture agrees that it will make reasonable efforts to prevent its operations from interfering with the use by another party or by the other parties of the vehicular and pedestrian rights of way and navigational rights granted herein.

8. The parties hereto hereby consent to the Amended Plan and agree that the Amended Plan shall supercede the original Subdivision Plan dated November 7, 1985 and revised on February 17, 1987 and recorded in said Registry of Deeds in Plan Book 161, Page 2.

9. Except as otherwise provided in this Amended Deed Indenture, nothing in this Amended Deed Indenture is to be construed as amending, revising or modifying the existing Lease Agreement, the Lease Amendment, the Pier Lease, and the Easement Deeds, which shall otherwise remain in full force and effect.

10. The parties hereto hereby terminate the Deed Indenture and release and relinquish any rights acquired thereunder.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. This instrument may be executed in one or more signature pages, all of which may be combined together to form one complete original instrument.

IN WITNESS THEREOF, the said CITY OF PORTLAND has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Duane G. Kline, its Director of Finance, thereunto duly authorized, this 20th day of Sept, 1988.

WITNESS:

Kathryn Sheehan

CITY OF PORTLAND

By: [Signature]
Title: Director of Finance
Duane G. Kline
Typed or Printed Name

STATE OF MAINE
CUMBERLAND, ss.

20 September, 1988

Personally appeared the above-named Duane G. Kline, as Director of Finance of said City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,

Kathryn Sheehan
Notary Public/Attorney at Law

Typed or printed name
Kathryn Sheehan

IN WITNESS THEREOF, the said CASCO BAY ISLAND TRANSIT DISTRICT has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Gerald E. Garman, its President, thereunto duly authorized, this 16 day of Sept, 1988.

WITNESS:

CASCO BAY ISLAND TRANSIT DISTRICT



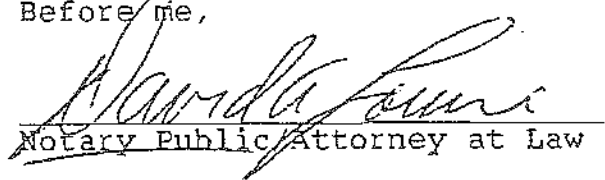
By: G. E. Garman
Title: President
G. E. GARMAN
Typed or Printed Name

STATE OF MAINE
CUMBERLAND, ss.

September 16 1988

Personally appeared the above-named Gerald E. Garman, President of said Casco Bay Island Transit District, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Casco Bay Island Transit District.

Before me,


Notary Public/Attorney at Law

David A. Lourie
Typed or printed name

IN WITNESS THEREOF, the said BATH IRON WORKS CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Vernon C. Grant, its Sr. Facility Engineer thereunto duly authorized, this 19th day of Sept., 1988.

WITNESS:

Corinne M. Richardson

BATH IRON WORKS CORPORATION

By: Vernon C. Grant
Title: Sr. Facility Engineer
Vernon C. Grant
Typed or Printed Name

STATE OF MAINE
~~CUMBERLAND~~, ss.
Sagadahoc

Sept. 19, 1988

Personally appeared the above-named Vernon C. Grant, Sr. Facility Engineer of said Bath Iron Works Corporation, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Bath Iron Works Corporation.

Before me,

Corinne M. Richardson
Notary Public/Attorney at Law
CORINNE M. RICHARDSON
A Notary Public of Maine
My Commission Expires Aug. 12, 1990
Typed or printed name

[7426K]

CBITD3.AMD.LSE.2
11.03.95

THIRD AMENDMENT TO LEASE AGREEMENT

BY AND BETWEEN THE

CITY OF PORTLAND

AND

CASCO BAY ISLAND TRANSIT DISTRICT

THIS AGREEMENT is made this 29 day of April, ¹⁹⁹⁶ 1995 by and between the CITY OF PORTLAND (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT (hereinafter the "TENANT").

WHEREAS, the CITY and TENANT entered into an Agreement dated March 5, 1985 for the lease of property at the Maine State Pier for purposes of the operation of a Ferry Terminal; and

WHEREAS, pursuant to the provisions of said Lease, TENANT's rent is to be adjusted effective October 1, 1995;

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Article 6 Rent, subparagraph B of the Lease dated March 5, 1985 shall be amended to read as follows:

B The above rent shall be subject to a minimum annual rent which shall be credited against the total amount of rent due to CITY under section A above. The minimum rent shall be as follows:

<u>Calendar Year</u>	<u>Minimum</u>
10/01/95 thru 12/30/95	\$833.33 per month
01/01/96 thru 12/30/96	\$12,000 per year
01/01/97 thru 12/30/97	\$12,000 per year
01/01/98 thru 12/30/98	\$12,000 per year
01/01/99 thru 12/30/99	\$14,000 per year
01/01/00 thru 12/30/00	\$14,000 per year
01/01/01 thru 12/30/01	\$14,000 per year
01/01/02 thru 12/30/02	\$16,000 per year
01/01/03 thru 12/30/03	\$16,000 per year

01/01/04 thru 12/30/04	\$16,000 per year
01/01/05 thru 12/30/05	\$16,000 per year

Said minimum rent shall be paid in equal monthly installments in advance, and shall be paid to CITY on the first day of the month.

2. Article 6 Rent, subparagraph E shall be amended to read as follows:

No later than October 1, 2005, CITY and TENANT agree to meet to reopen and to bargain in good faith on the issue of Rent, including both the percentage and source of gross revenues to be included therein and the minimum rental payment. Said minimum rental payment shall be adjusted by no less than annual rate of inflation for the twelve (12) months immediately preceding September 1, 2005. Said annual rate of inflation shall be the overall percentage change in the United States Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, Boston, Massachusetts (all items = 100) (hereinafter "CPI - Boston") from August 2004 to August 2005. In the event the United States Bureau of Labor Statistics discontinues the issuance of said Consumer Price Index, the parties shall choose another broad-based cost of living index which is substantially equivalent to the discontinued index and which is then issued by the United States or the State of Maine.

If the parties have not agreed to a new rental payment prior to October 1, 2005, the existing rent shall remain in effect, adjusted for inflation as provided above, and payments shall continue to be due and payable as provided herein, and good faith negotiations shall continue at the request of either party.

3. Except as specifically provided herein, all of the terms and conditions of the original Agreement dated March 5, 1985 and Amendment Number 1 dated March 5, 1987, remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF PORTLAND has executed this Amendment Number 3 to the March 5, 1985 Lease Agreement by Robert B. Ganley, its City Manager, thereunto duly authorized, and CASCO BAY ISLAND TRANSIT DISTRICT has executed this Amendment Number 3 to

the March 5, 1985 Lease Agreement by its General Manager, thereunto
duly authorized, as of the date first above written.

WITNESS

Sonia Brian

CITY OF PORTLAND

By: *Robert B. Ganley*
Robert B. Ganley
Its City Manager

WITNESS

Donna Tyler Cumming

CASCO BAY ISLAND TRANSIT
DISTRICT

By: *Patrick Z. Christian*
Patrick Z. Christian
(Print or type name)
Its General Manager

CITY OF PORTLAND, MAINE
M E M O R A N D U M

TO: Duane Kline, Director of Finance

FROM: Charles A. Lane, Associate Corporation Counsel
Ext. 8480

DATE: May 6, 1996

RE: Amendment to Lease Between City and CBITD

Attached hereto is an original Amendment to the lease between the City and CBITD for filing in your office.



Charles A. Lane
Associate Corporation Counsel

CAL:sc

Attachment

**FOURTH AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN THE
CITY OF PORTLAND
AND
CASCO BAY ISLAND TRANSIT DISTRICT**

THIS AGREEMENT is made this 1st day of July, 2004 by and between the CITY OF PORTLAND (hereinafter the "CITY") and CASCO BAY ISLAND TRANSIT DISTRICT (hereinafter "TENANT").

WHEREAS, the CITY and TENANT entered into and Agreement dated March 5, 1985 for the lease of property at the Maine State Pier for purposes of the operation of a Ferry Terminal (hereinafter "LEASE"), which Agreement has been amended three times previously (hereinafter "Amendments"); and

WHEREAS, an expansion of that Ferry Terminal is planned, including a new freight shed, all as described in a grant application filed or to be filed by the Maine Department of Transportation to fund its construction of this expansion and other renovations to the existing Ferry Terminal; and

WHEREAS, this expansion of the Ferry Terminal will require an enlargement in the Leased Premises of approximately 8.0%, that is, from 106,260 square feet to approximately 114,541 square feet, in order to properly site the new freight shed; and

WHEREAS, the CITY and TENANT have agreed to proportionately increase the minimum annual rent due under the Lease by the same 8.0 percent, from \$16,000 to \$17,300.

NOW, THEREFORE, the parties hereby agree to amend Lease and its Amendments as follows:

1. Article 6 Rent, subparagraph A of the Lease dated March 5, 1985 shall be amended by deleting the subparagraph and restating it as follows:

TENANT covenants and agrees to pay to CITY for its use of the Premises, without offset or deduction except as provided herein, an annual rent equal to Five and Four Tenths Percent (5.4%) of all of TENANT's gross revenues from the following:

- i) Tours and cruises; and
- ii) Charter operations.

2. Article 6 Rent, subparagraph B of the Third Amendment to Lease dated April 29, 1996 shall be amended by adding at the end of the following italicized provision:

...Said minimum rent shall be paid in equal monthly installments in advance, and shall be paid to CITY on the first day of the month. *The minimum rent shall be increased*

by eight percent (8.0%), commencing on the day a certificate of occupancy issues, until the end of the term of this Lease.

3. Article 6 Rent, subparagraph C of the Lease shall be amended by adding at the end of the first paragraph the following provision:

...Starting and pro-rated as of the day a certificate of occupancy has issued for the new freight shed, the above stated five percent (5%) shall be increased to five and four tenths percent (5.4%). This provision shall be in effect until the end of the term of this Lease.

4. Effective as of the day a certificate of occupancy issues for the freight shed Article 2 of Lease and Amendment 2 to Lease Agreement dated September 21, 1988 shall be amended such that the Leased Premises shall be deemed to include, in addition to the original Leased Premises, the additional area depicted as "New Leased Area" on the plans entitled CBITD Lease Properties, dated September 29, 2003, and prepared by Woodard & Curran.


5. Except as specifically provided herein, all of the terms and conditions of the original Agreement dated March 5, 1985 as amended by the First Amendment dated March 5, 1987, the Second Amendment dated September 21, 1988, and the Third Amendment dated April 29, 1996, remain in full force and effect.

IN WITNESS WHEREOF, the CITY OR PORTLAND has executed this Fourth Amendment to the March 5, 1985 Lease Agreement by Joseph E. Gray, its City Manager, thereunto duly authorized, and CASCO BAY ISLAND TRANSIT DISTRICT has executed this Fourth Amendment to the March 5, 1985 Lease Agreement by Lawrence C. Walden, its President, thereunto duly authorized, both as of the date first above written.

CITY OF PORTLAND

By: 
Joseph E. Gray
Its City Manager

CASCO BAY ISLAND TRANSIT DISTRICT

By: 
Lawrence C. Walden
Its President

4. EVIDENCE OF STATE AND/OR FEDERAL APPROVALS

This project is in the process of submitting permit applications for various state and federal approvals:

- NEPA Categorical Exclusion – The project is being funded by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). It is anticipated that the project will qualify for a National Environmental Policy Act Categorical Exclusion. An application for Categorical Exclusion will be submitted to the FTA for review.
- NRPA PBR – The project qualifies for a Natural Resource Protection Act Permit By Rule under the Maine Department of Environmental Protection's (DEP) Chapter 305 regulations. Section 11 of this chapter applies to state transportation facilities. The Maine DEP has determined that due to the project's funding oversight from the Maine Department of Transportation, the project qualifies for a permit by rule under this section. An NRPA Permit By Rule will be submitted to Maine DEP.
- SLOD Minor Revision – A Site Location of Development Act permit exists for the project site. Due to the minimal impact of the proposed work, the DEP has indicated that only a SLOD Minor Revision is necessary. A SLOD minor revision will be submitted to Maine DEP.
- Army Corps – The project is required to submit a notification form for Category 1 of the Maine General Permit from the U.S. Army Corps of Engineers. The project qualifies for Category 1 as it is considered a "repair and maintenance" project and will comply with the Army Corps' pile driving criteria for Category 1 projects. A Category 1 notification will be submitted to the Army Corps of Engineers.

In addition, to the permits listed above, the marine repair work being completed in conjunction with the CBFT building work requires a marine construction permit from the Board of Harbor Commissioners.

All permits are in the process of being submitted. Copies of permits or notification forms will be provided to the City under separate cover as they become available.

5. EVIDENCE OF FINANCIAL AND TECHNICAL CAPACITY

5.1 FINANCIAL CAPACITY

The Casco Bay Island Transit District has adequate financial capacity to perform this project. Funding will be provided through the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA). A letter from the General Manager of Casco Bay Lines describing the sources of funding is attached.

5.2 TECHNICAL CAPACITY

On behalf of the Casco Bay Island Transit District, Woodard & Curran is preparing this site plan application and working with the design team on the Casco Bay Ferry Terminal Improvements project. Woodard & Curran has extensive experience preparing these types of projects and resumes can be made available upon request. Woodard & Curran is a 650 person Portland based firm that has provided engineering services to the public sector for more than 30 years, including permitting; civil/site engineering; stormwater; and construction management services.

In addition to Woodard & Curran, the design team for the Casco Bay Ferry Terminal Improvements project includes: Scott Simons Architects; Becker Structural Engineers, Inc.; Fay, Spofford & Thorndike (marine); Allied Engineering (mechanical); and Child's Engineering (marine). All of these firms have extensive experience designing these types of developments. All of the firms on the design team were involved with the development of the CBFT Master Plan. Documentation of each firm's technical capacity can be made available upon request.



Casco Bay Lines

Serving the Islands of Casco Bay from Portland, Maine

Lauren Swett, P.E.
Woodward & Curran
41 Hutchins Drive
Portland, ME 04102

9/18/2012

Re: CBITD Terminal Improvements Funding Sources

Dear Lauren

In 2006, Casco Bay Island Transit District (CBITD) was awarded a grant (ME-03-0044-01) from the Federal Transit Administration (FTA) and \$1,475,518 was obligated for terminal improvements. At a later date \$413,592 was added to the grant. This grant required \$624,482 of local match; \$500,000 of which is from a State bond and \$124,482 from CBITD.

From 2006 through 2008 some of the funding was spent on specific terminal projects. The remaining balances were \$1,466,263 of the FTA funding and \$484,104 of local match.

In 2012, a Master Plan for CBITD terminal improvements was created identifying the need for extra funding.

In 2012, CBITD was awarded \$810,000 from the Federal Highway Administration for terminal improvements. This funding cannot be obligated until construction documents are complete. This funding requires a local match of \$202,500 that was approved by CBITD's Board of Directors.

Best regards,

Henry Berg
General Manager
Casco Bay Island Transit District
56 Commercial Street
Portland, ME 04101
T: 207-774-7871
E: Hankb@cascobaylines.com

6. ASSESSMENT OF ZONING

The property is located in the Eastern Waterfront Port Zone (EWPZ) and Shoreland Overlay Zone, and will be designed to comply with the standards and intent of Division 17.5 and Division 26 of the land use regulations, respectively. The proposed maintenance activities will not result in any changes to the site's existing use; the proposed renovations will help to better accommodate the facility's operations.

6.1 EASTERN WATERFRONT PORT ZONE (LAND USE CODE DIVISION 17.5)

The project consists of improvements to an existing ferry terminal building. In accordance with Division 17.5 of the Land Use Code, intermodal marine passenger facilities are a permitted use within the EWPZ.

6.1.1 Dimensional Standards (Land Use Code Section 14-303)

There are no requirements for minimum lot size, minimum frontage, or front, side, and rear setbacks. The maximum impervious surface allowed within the zone is 100%. The maximum building height is forty five feet. The proposed terminal building improvements will meet these dimensional standards.

The minimum setback from the pier line is 25 feet from the edge of the pier. This setback area may be utilized for water-dependent uses and public uses and activities. The proposed building expansion currently proposes a setback of 22 feet. The proposed building layout utilizes existing structural piles that currently support the existing building's overhang. The installation of additional piles to achieve the three additional feet of setback would be cost prohibitive, and would result in a greater environmental impact than using these existing piles. The Applicant is submitting a Practical Difficulty Variance with the Zoning Board of Appeals concurrently with this application for Site Plan review. We understand that Site Plan approval will not be granted until the Zoning Board of Appeals has made a decision on the variance.

6.1.2 Performance Standards (Land Use Code Section 14-304)

The proposed terminal building improvements will not result in any changes to:

- The outdoor storage of materials (14-304 (a));
- Noise (14-304 (b));
- Vibration (14-304 (c));
- Discharge (14-304 (e));
- Storage of vehicles (14-304 (f));
- Off-street parking (14-304 (h));
- Off-street loading (14-304 (i)); and
- Functional utility of the pier and access to the water's edge (14-304 (o));

In addition:

- The project will comply with all federal and state environmental regulations (14-304 (d)). See Section 4 of this report for more information on the other permits being filed for this project.
- The project will not require any filling of docking and berthing areas (14-304 (g)).
- The project will comply with all shoreland and flood plain management regulations (14-304 (j)). See the following subsection of this report for more information on compliance with these regulations.
- All lighting will be shielded to prevent interference with vessels in the harbor and will be compliant with the Site Lighting Standards of the City of Portland Technical Manual (14-304 (k)). The lighting plan will be submitted under separate cover.
- Any new signs shall be permitted in accordance with Division 22 of the Land Use Code (14-304 (l)).
- The facility is an approved marine use, and the project will not have any impact on, or involve any non-marine uses (14-304 (n)).

The project will be in compliance with all performance standards of the EWPZ.

6.2 SHORELAND REGULATIONS (LAND USE CODE DIVISION 26)

The shoreland regulations are applicable to any structure built on, over, or abutting a dock, wharf or pier (14-447). The existing terminal building and its proposed expansion are located on the Maine State Pier.

6.2.1 Land Use Standards (Land Use Code Section 14-449)

6.2.1.1 Principal and Accessory Structures (Land Use Code Section 14-449(a))

For principal and accessory structures, no shoreland setback requirements exist for projects located in the EWPZ and the Shoreland Overlay Zone (14-449(a)1.)

The lowest floor elevation and openings of the building will be elevated at least one foot above the elevation of the 100-year flood plain (14-449(a)3.). The project is located within the A2 zone, which has a 100-year flood elevation of 10 feet (based on NGVD 1929). Using the same datum, the proposed building will have a floor elevation of 12.33 feet, 2.33 feet higher than the 100-year flood elevation. A copy of the Federal Emergency Management Authority (FEMA) Flood Insurance Rate Map (FIRM) showing the 100-year flood elevation is attached.

6.2.1.2 Structures Extending Over the Normal High Water Line (Land Use Code Section 14-449(b))

The project will meet the following standards for structures extending over the Normal High Water Line:

- The project will not alter or create new access to the terminal building from the shore.
- The project location will not interfere with existing beach areas.
- The project will not impact existing fisheries.

- The building expansion has been sized appropriately to better handle the existing passenger load experienced at the terminal building. The building use will not change.
- Permits will be received from the Department of Environmental protection and the Army Corps of Engineers for this project. See Section 4 of this report for more information.
- The project will be built on an existing pier. This action is allowed in the EWPZ.
- No residential dwellings will be created as part of this project.

6.2.1.3 Other General Standards (Land Use Code Sections 14-449(c)-(o))

No clearing is proposed as part of this project (14-449(c)). The only vegetation removal will be the elimination of a concrete planter which currently contains a tree. Appropriate erosion and sediment control measures will be utilized during construction (14-449(d)). Details of the proposed erosion and sediment control are shown on the attached drawings.

The project is not anticipated to have an impact on the following:

- Soils (14-449(e)) – the building expansion will be founded on existing earthen fill and piles.
- Water quality (14-449(f)) – no new impervious area will be created as part of this project, and the proposed building is considered to have a lower pollutant load than the existing pavement.
- Archaeological sites (14-449(g)) – the project is located on an existing developed pier.
- Installation of public utility service (14-449(h)) – no new public utility service will be installed as part of this project.
- Essential service (14-449(i)) – no new essential services will be installed as part of this project.
- Roads and driveways (14-449(j)) – no new roads or driveways will be installed as part of this project.
- Parking areas (14-449(k)) – no new parking areas will be installed as part of this project.
- Septic waste disposal (14-449(l)) – the project will utilize an existing sewer service connecting to the City of Portland sewer system.
- Stormwater runoff (14-449(m)) – the project will create no new impervious area as part of this project. Stormwater management is further addressed in Section 9.
- Agriculture (14-449(n)) – the project will not include any agricultural activities.

The project's general site plan features (14-449(o)) shall meet the following standards:

- The project will maintain safe and healthful conditions;
- The project will not result in water pollution, erosion, or sedimentation to surface waters;

- The project will adequately provide for disposal of all wastewater;
- The project will not have an adverse impact on the spawning grounds, fish, aquatic life, bird or other wildlife habitat;
- The project will not impact shore cover or visual as well as actual points of access to inland and coastal waters;
- The project will not impact archaeological or historic resources;
- The project will not adversely impact existing commercial fishing or maritime activities;
- The project will avoid problems associated with flood plain development and use.

The project will be in conformance with all shoreland regulations.

6.3 FLOOD PLAIN MANAGEMENT REGULATIONS (LAND USE CODE DIVISION 26.5)

The project is required to comply with the flood plain management regulations because the proposed work will be taking place within an area of special flood hazard (14-450.3). Areas of special flood hazard are defined as “the land in the flood plain having a one (1) percent or greater chance of flooding in any given year as specifically identified in the Flood Insurance Study” (14-450.5). The attached FEMA FIRM map shows that the project area is located within the A2 Zone, which has a 100-year flood (equivalent to flood with one percent chance of occurring in any year) elevation of 10 feet (vertical datum NGVD).

The requirements of a flood hazard area development permit shall be met as required for this project (14-450.6). The project will conform to the following standards of the flood plain management regulations (14-450.8):

- The project shall be designed to resist the impacts of flooding, and will be constructed above the 100-year flood elevation (14-450.8(a)).
- The project will utilize an existing public water supply (14-450.8(b)).
- The project will utilize existing public sanitary sewer services (14-450.8(c)).
- On-site waste disposal systems will be located to avoid the impacts of flooding (14-450.8(d)).
- No watercourses will be altered as part of this project (14-450.8(e)).
- The project includes no residential construction (14-450.8(f)).
- The project includes the construction of a nonresidential structure. The proposed building expansion is located in the A2 Zone. The zone has a base flood elevation of 10 feet (NGVD). The proposed building expansion will have a finish floor elevation of 12.33 feet (NGVD), higher than the required two feet above the flood elevation (14-450.8(g)).
- The project will not include any manufactured homes (14-450.8(h)).

-
- The project will not include any recreational vehicles (14-450.8(i)).
 - The project will not include any accessory structures (14-450.8(j)).
 - The project will be located on an existing developed pier, and will not be located within a floodway (14-450.8(k)).
 - No enclosed areas will be constructed below the proposed building's floor (14-450.8(l)).
 - No new bridges will be constructed as part of the project (14-450.8(m)).
 - No new containment walls will be constructed as part of the project (14-450.8(n)).
 - No new wharves, piers, or docks will be constructed as part of the project (14-450.8(o)).
 - The project is located within Zone A2, and will conform to all applicable local, state, and federal regulations (14-450.8(p)). Information on the project's other permit applications is included in Section 4.

The project will comply with all flood plain management regulations.

Legend

- 1% annual chance (100-Year) Floodplain
- 1% annual chance (100-Year) Floodway
- 0.2% annual chance (500-Year) Floodplain



MAP SCALE 1" = 400'



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF PORTLAND, MAINE
CUMBERLAND COUNTY

PANEL 14 OF 17
(SEE MAP INDEX FOR PANELS NOT PRINTED)

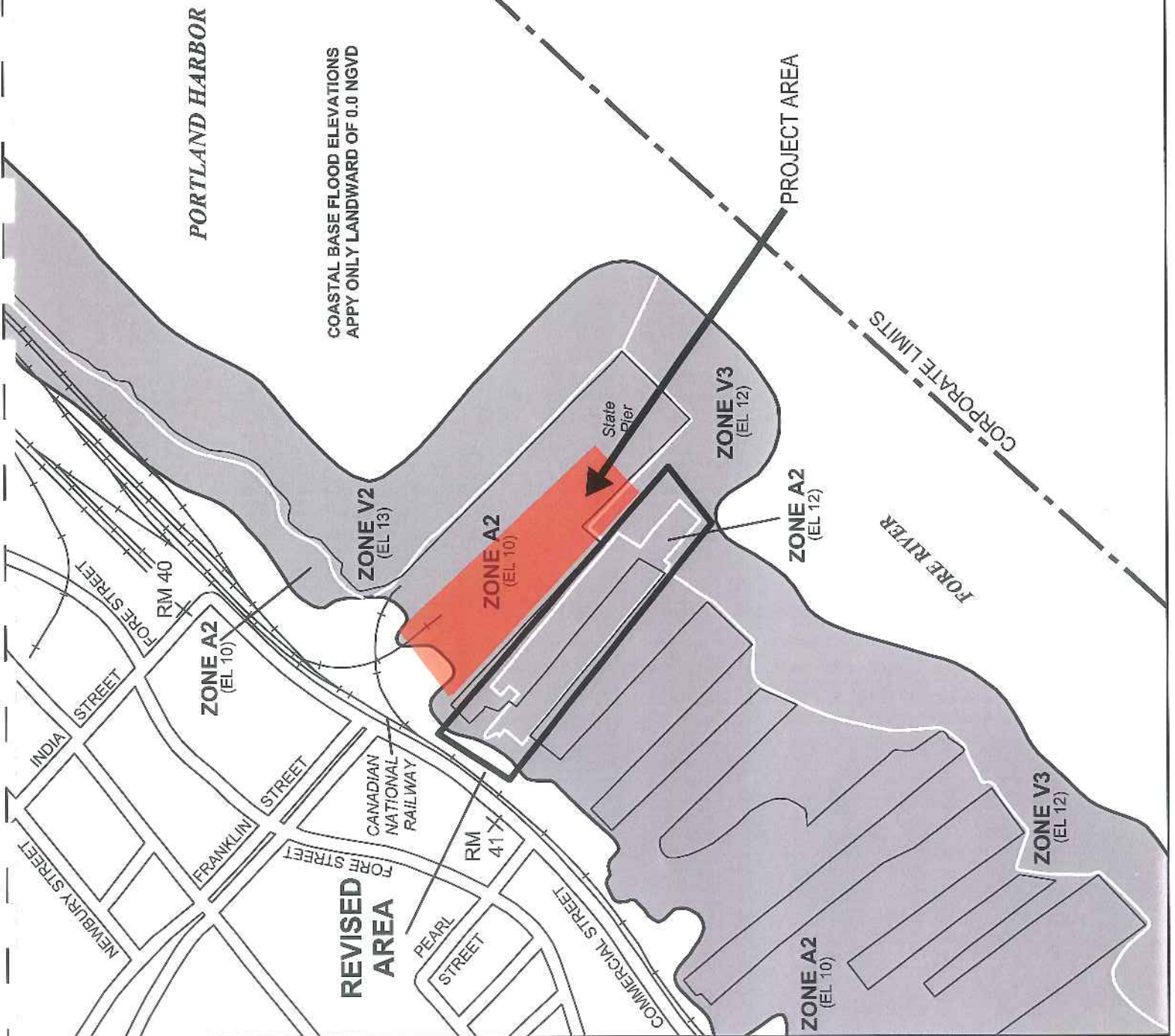
**REVISED TO
REFLECT LOMR
EFFECTIVE:
SEPTEMBER 27, 2011**

COMMUNITY-PANEL NUMBER
230051 0014 B

EFFECTIVE DATE:
JULY 17, 1986



Federal Emergency Management Agency



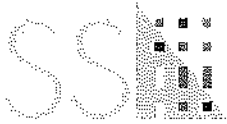
7. SIGNIFICANT NATURAL FEATURES

The CBFT project will be taking place on the existing Maine State Pier. This is an existing developed site, and the proposed work will have no impact on any significant natural features. The project site does not contain any significant wildlife habitat, wetlands, or bodies of water. No new impervious area will be created as part of this project.

The terminal improvements will take place entirely within the pier, and will not impact wildlife habitats in the adjacent coastal waterway. A review of available GIS data from the Maine Department of Environmental Protection indicates that there are no inland wading waterfowl, tidal wading waterfowl, or shorebird feeding & roosting habitat located within the project area.

8. ARCHITECTURE AND STREETScape

The project will be in conformance with the design standards of the Eastern Waterfront Port Zone. The attached memorandum from Scott Simons Architects provides further information on the projects conformance with architecture and streetscape requirements.



Scott Simons Architects

75 York Street
Portland, Maine 04101
phone 207 772 4656
fax 207 828 4656
www.simonsarchitects.com

MEMORANDUM---Architecture and Streetscape Narrative

date: Friday, 09.05.12
project: CASCO BAY FERRY TERMINAL 2012-0270
to: City of Portland, Planning Division

from: Austin K Smith Scott Simons Architects
cc: Hank Berg Casco Bay Island Transit District
Nick Mavodones Casco Bay Island Transit District
David Senus Woodard & Curran
Lauren Swett Woodard & Curran

subject: Architecture & Streetscape Narrative: Eastern Waterfront
City of Portland Level II Site Plan Application

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The work within this proposal includes the relocation and expansion of the ticketing and waiting area for the Casco Bay Ferry Terminal. In addition to the expansion, the waiting room and ticketing areas are being relocated to the most heavily used gates, Four & Five. The overall increase in area is 3,006 square feet. This expansion accommodates a doubling of ridership from the original facility built in 1988.

The new proposed waiting area will have a significant presence due to tall glass curtainwalls on three elevations. The ceiling and roof structure cantilevers over the curtainwall to shade the glass and to cover waiting pedestrians. The use of the curtainwall system provides transparency to the ferries, gates and waterfront in general. For the first time visitor the high ceiling and large expanse of glass gives a visual clue to the major civic space.

In the design of the terminal expansion all types of transportation were taken into account. The facility supports Metro Bus arrivals and departures, school bus boarding for island students, bicycle users, and primarily pedestrians filtering through the terminal to the streets of Portland.

9. STORMWATER MANAGEMENT

The proposed project is being submitted as a Level II Site Plan Application, and as such, per Section 5 of the City of Portland Technical Manual, is required to submit a stormwater management plan pursuant to the regulations of Maine DEP Chapter 500 Stormwater Management Rules.

9.1 EXISTING CONDITIONS

The site is located on the developed Maine State Pier. The parcel is approximately 3.5 acres in size, and consists of building roofs, pavement, riprap, concrete, wooden decking, and landscaped areas. The existing site runoff flows over the surface of the pier either directly to the ocean, or to a closed drainage system, which ultimately discharges to the ocean.

9.2 PROPOSED DEVELOPMENT

The proposed project consists of renovations to the existing building, and the construction of an approximately 3,000 square foot expansion on the southeastern end of the building. The expansion will be constructed over existing bituminous pavement and concrete surfaces. The proposed building rooftop is considered to have a lower pollutant load than the existing pavement. No new impervious area will be created as part of this project.

Due to the construction of sidewalk, one existing catch basin will be modified with a solid drain manhole cover. With the proposed regrading, flow from this area will drain away, and will continue to drain to the existing closed drainage system and to the ocean.

In accordance with Section 5 of the City of Portland Technical Manual, the proposed project design addresses Basic, General, Flooding, and Urban Impaired Stream standards, as described in the following sections of this Report.

9.3 BASIC STANDARD

In accordance with Section 5 of the City of Portland Technical Standards, the project is required to meet the Basic Standard of the Maine DEP Chapter 500 rules. Erosion and sedimentation control measures will be utilized during construction to ensure that the work will not result in contamination of any natural resources.

Details for all proposed erosion and sedimentation control measures are included in the engineering plan set submitted with this application. The plans also include a narrative describing the plan for all temporary and permanent erosion control techniques to be utilized on this project in accordance with Maine DEP Erosion Control Best Management Practices. As the project area is mostly impervious, the primary erosion control measures to be utilized are catch basin inlet protection and movable perimeter sedimentation barriers.

9.4 GENERAL STANDARD

The project will not create any new impervious surface, and is therefore not required to provide stormwater quality treatment in accordance with the General Standard.

9.5 FLOODING STANDARD

No new impervious surface is being created as part of this project, and it is not anticipated that there will be an increase in peak stormwater flows at the site. The project site ultimately discharges stormwater runoff to the Ocean, and is exempt from meeting the flooding standard.

9.6 URBAN IMPAIRED STREAM STANDARD

The project is not located within the watershed of an urban impaired stream, and is not required to meet the Urban Impaired Stream Standard.

9.7 MAINE DEP STORMWATER MANAGEMENT LAW

The project is located on a site that has an existing Maine DEP Site Location of Development Act Permit (SLOD). The project does not qualify for Delegated Review by the City of Portland because the project parcel is owned by the City.

No new impervious surface has been created as a result of the proposed project; however, the conversion of bituminous pavement and concrete to building qualifies for redevelopment under SLOD. The Maine DEP has ruled that the small amount of redevelopment (approximately 3,000 square feet) does not require any additional stormwater management. The project qualifies for a minor revision to the existing SLOD.

10. SOLID WASTE

10.1 MUNICIPAL SOLID WASTE MANAGEMENT

The proposed expansion will not result in any significant changes to solid waste management at the facility. An existing dumpster located on the property will be relocated as part of the project.

10.2 CONSTRUCTION AND DEMOLITION DEBRIS

As with any construction project, the proposed construction will generate construction waste and demolition debris (CDD). The construction contractor(s) will be responsible for hauling the CDD, or contracting with a waste management service to haul the CDD, from the project site. The contractor(s) will be fully responsible for handling, managing, and disposing of all waste generated by construction in accordance with Maine Solid Waste Management Regulations – 06-096 CMR 400-409. The contractor(s) will be bound by contract to dispose of all materials in full accordance with all applicable local state and federal regulations.

The following computations of CDD waste volumes are estimates based on information available at this time, and the final waste volumes may be greater or less than the estimates. The contractor will measure the actual waste volumes at the time of construction and will not rely on estimates provided in this section. Waste generation rates were obtained from US Environmental Protection Agency (EPA) report number EPA530-R-98-010, Characterization of Building-Related Construction and Demolition Debris in the United States, prepared by Franklin Associates in June of 1998.

- Non-Residential Demolition Debris: 173 pounds per square foot
 - Approximately 1,900 square feet of demolition will generate approximately 160 tons of demolition debris
- Non-Residential Construction Debris: 4.02 pounds per square foot
 - Approximately 3,000 square feet of construction will generate approximately 6 tons of construction debris.

11. UTILITIES

The expanded Casco Bay Ferry Terminal will utilize existing and new utility services from the water and sewer mains on the pier. Based on water and sewer usage rates for the existing facility, and the increased number of restroom facilities that have been proposed, it is anticipated that water and sewer usage will increase by approximately 25%. The new bathrooms are anticipated to be more accommodating than the existing conditions.

Capacity increase requests have been sent to the Portland Water District and the City of Portland Sewer Department. Copies of those requests are attached. We will forward the responses from the utilities when they become available.



September 19, 2012

Mr. Frank Brancely
Senior Engineering Technician
City of Portland, Public Services
55 Portland Street
Portland, Maine 04101-2921

Re: Casco Bay Lines Ferry Terminal Improvements

Dear Frank:

On behalf of the Casco Bay Island Transit District (CBITD), Woodard & Curran is submitting this request for documentation regarding the City of Portland's ability to provide adequate sewer capacity for the proposed project. The existing Casco Bay Ferry Terminal (CBFT) was constructed in the late 1980s. Since that time, ferry ridership has nearly doubled, and new gates have been constructed. The current proposed project is Phase 1 of a Master Plan that was generated earlier this year.

The proposed work includes the renovation of portions of the existing building, and the construction of an expansion of approximately 3,000 square feet. The expansion will contain a new waiting room, with new restroom facilities. Peak restroom demand at the CBFT occurs at ferry docking times. The current restroom facilities are inconveniently located, and do not provide an adequate number of units (9 total currently provided) for the typical demand.

The proposed new restrooms will provide a total of 12 new facilities including a combination of men's, women's, and family accessible bathrooms. The existing public restrooms will be modified for use by staff.

A review of historical water usage data for the CBFT between June 2010 and August 2012 indicates that peak water usage typically occurs in the summer months from June to September (maximum, August 2010, 3,500 GPD), and water usage drops off significantly in the winter months (minimum, January 2012, 704 GPD). Mechanical engineers from Allied Engineering, Inc. have reviewed the proposed facility expansion and estimate peak domestic water flow for the entire CBFT, including the expansion, to be approximately 120 Gallons per Minute (GPM). This peak flow may occur for short periods of time at ferry docking times.

The overall increase in water usage and sewer discharge for the facility is anticipated to be approximately 25%. The facility's existing sewer service connections (4" and 6") will remain, and will no longer see the same flow rate, and a new 6" connection will be added to accommodate the new bathroom. A copy of our site plan showing the location of the new service is attached for your review.

We intend to submit to the City of Portland Planning Department for approval of the Site Plan, and would appreciate documentation from you regarding the City of Portland's ability to provide sewer capacity for the proposed project.

If you have any questions or comments, I can be reached at 207-774-2112 or by email at lswett@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

Lauren Swett, PE
Project Engineer

Enclosures: Site Plan; Wastewater Capacity Application
224974



September 19, 2012

Rico Spugnardi
Portland Water District
225 Douglass Street
PO Box 3553
Portland, ME 04104-3553

Re: Casco Bay Lines Ferry Terminal Improvements

Dear Rico:

On behalf of the Casco Bay Island Transit District (CBITD), Woodard & Curran is submitting this request for documentation regarding the Portland Water District's ability to serve the proposed project. The existing Casco Bay Ferry Terminal (CBFT) was constructed in the late 1980s. Since that time, ferry ridership has nearly doubled, and new gates have been constructed. The current proposed project is Phase 1 of a Master Plan that was generated earlier this year.

The proposed work includes the renovation of portions of the existing building, and the construction of an expansion of approximately 3,000 square feet. The expansion will contain a new waiting room, with new restroom facilities. Peak restroom demand at the CBFT occurs at ferry docking times. The current restroom facilities are inconveniently located, and do not provide an adequate number of units (9 total currently provided) for the typical demand.

The proposed new restrooms will provide a total of 12 new public facilities including a combination of men's, women's, and family accessible bathrooms. The existing public restrooms will be modified for use by staff.

A review of historical water usage data for the CBFT between June 2010 and August 2012 indicates that peak water usage typically occurs in the summer months from June to September (maximum, August 2010, 3,500 GPD), and water usage drops off significantly in the winter months (minimum, January 2012, 704 GPD). Mechanical engineers from Allied Engineering, Inc. have reviewed the proposed facility expansion and estimate peak domestic water flow for the entire CBFT, including the expansion, to be approximately 120 Gallons per Minute (GPM). This peak flow may occur for short periods of time at ferry docking times. The existing building is also currently protected by an automatic sprinkler system. This sprinkler system will be extended to cover the expansion.

The overall increase in water usage for the facility is anticipated to be approximately 25%. The existing 2" domestic water service and 6" sprinkler service will be demolished and new 2" and 6" services will be installed at the proposed mechanical room location. In addition, due to the installation of a new sidewalk along the proposed building expansion, we will be relocating an existing hydrant on the site. A copy of our demolition plan and our site plan are attached for your review.

We intend to submit to the City of Portland Planning Department for approval of the Site Plan, and would appreciate documentation regarding the Portland Water District's ability to serve the proposed development.

If you have any questions or comments, I can be reached at 207-774-2112 or by email at lswett@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

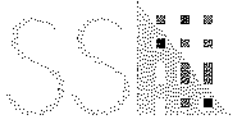
Lauren Swett, PE
Project Engineer

Enclosures: Demolition Plan; Site Plan
224974

12. FIRE SAFETY

The proposed building expansion will maintain the same fire safety measures currently in place for the existing Casco Bay Ferry Terminal. The attached memo from Scott Simons Architects provides further information about the sprinkler and fire alarm systems. Emergency access will continue to be maintained along the northeast side of the building for fire trucks, and along the southwest side of the building for the fire boat. An existing hydrant is located adjacent to the northeast side of the building. This hydrant will be relocated to accommodate the installation of new sidewalk with an ADA accessible ramp; however it will remain along the building wall that is accessible to fire trucks.

A copy of the site plan will be provided directly to the City of Portland Fire Department. The cover letter to the Fire Department has been enclosed for your reference.



Scott Simons Architects

75 York Street
Portland, Maine 04101
phone 207 772 4656
fax 207 828 4656
www.simonsarchitects.com

MEMORANDUM---Fire Protection Narrative

date: Friday, 09.05.12
project: CASCO BAY FERRY TERMINAL 2012-0270
to: City of Portland, Planning Division
to:
from: Austin K Smith Scott Simons Architects
cc Hank Berg Casco Bay Island Transit District
 Nick Mavodones Casco Bay Island Transit District
 David Scus Woodard & Curran
 Lauren Swett Woodard & Curran
 Hank Gierie Allied Engineering
 Steve Markiewicz Allied Engineering

subject: Fire Protection Narrative
 City of Portland Level II Site Plan Application

Fire Protection System

The existing Casco Bay Ferry Terminal is protected by an automatic sprinkler system. Within the scope of this project, the sprinkler system will be extended to cover all new work. Proposed system will be in full compliance with NFPA 13. Capacity of existing system to service full build out will be confirmed in design phase. Existing Fire Department connection to be reused and upgraded as required.

Design of system to be approved by the Portland Fire Department, Maine State Fire Marshal and other authorities having jurisdiction. After installation, system to be inspected and tested in accordance with NFPA 25.

Fire Alarm System

The fire alarm system shall be upgraded throughout the facility. The system shall be addressable and designed in accordance with NFPA72, NFPA 101, the Americans with Disabilities Act (ADA), and City of Portland technical requirements for fire alarm systems. Alarm initiation shall be by manual pull stations, smoke and heat detectors in selected areas, and by activation of the sprinkler system. Occupant notification shall be a voice evacuation system capable of transmitting pre-recorded messages as well as live announcements by fire department personnel. The fire alarm system shall be monitored in accordance with City of Portland requirements.

project: Casco Bay Ferry Terminal-2012-0270
Outstanding Documents Status.doc

date: 09/05/12



September 19, 2012

Chris Pirone
City of Portland Fire Department
380 Congress Street
Portland, Maine 04101

Re: Casco Bay Ferry Terminal Improvements, Final Plan Submission

Dear Chris:

Thank you for coordinating the City of Portland Fire Department's review of the Casco Bay Ferry Terminal Improvements project. Woodard & Curran is filing a Level II Site Plan Application with the City of Portland on behalf of the applicant (Casco Bay Island Transit District, 56 Commercial Street, Portland, ME 04101, (207)774-7871) and the architect (Scott Simons Architects, 75 York Street, Portland, ME 04101, (207)772-4656).

The project proposes to renovate the existing Ferry Terminal Building and to construct a 3,000 square foot expansion for a new waiting room. Fire access will remain the same, with the northeast face of the building accessible to fire trucks, and the south west face of the building accessible to the fire boat. A hydrant is located on the northeast side of the building, and it will be relocated slightly to accommodate sidewalk changes. The existing and proposed building is also protected by sprinklers. Enclosed, please find one full size copy of the project plans baand a memo from the architect providing further information on the proposed building expansion's fire protection.

We appreciate your comments and look forward to discussing this project further. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lswett@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

A handwritten signature in black ink that reads "Lauren Swett". The signature is written in a cursive, flowing style.

Lauren Swett, P.E.
Project Engineer

224974

Enclosures – Final Site Plan; Fire Protection Memo

cc: Barbara Barhydt, City of Portland

13. CONSTRUCTION MANAGEMENT PLAN

The Casco Bay Ferry Terminal site will be managed during construction to minimize impacts to the surrounding area and natural resources. Security fencing will surround the construction area at all times and will be moved to accommodate the construction activities for the project. Traffic controls will consist of temporary signage to manage pedestrian and vehicle traffic. The contractor will be required to provide a construction management plan for the project, subject to the review and approval of the Owner and Engineer. This construction management plan will be provided to the City.

Temporary erosion and sedimentation control measures will be established prior to the start of construction and removed after construction has been completed and the site has been stabilized. Erosion and sedimentation control measures will include temporary construction access, sedimentation barriers, and catch basin inlet sediment control devices. The locations of these erosion and sedimentation control measures will be specified on the construction plans.

14. CONFORMANCE WITH DESIGN STANDARDS

The City of Portland has outlined design standards, found within the City of Portland Design Manual, for certain developments within certain zones pursuant to Section 14-498 and 14-499 of the City of Portland's Land Use Code. The proposed project falls within the Eastern Waterfront Port Zone (EWPZ) and Shoreland Overlay Zone. The project was designed in accordance with the City of Portland Code of Ordinances, Chapter 14 – Land use, Article V – Site Plan, so that it will conform to the applicable design standards outlined in the City of Portland Design Manual, in addition to those in the City of Portland Technical Manual, as demonstrated in the following sections.

14.1 DESIGN MANUAL

This development has been designed to be compliant with the EWPZ Standards set forth in the City of Portland Design Manual. Compliance with these standards has been demonstrated in Section 8 of this application.

14.2 TECHNICAL MANUAL

This project has been designed to be compliant with the following relevant technical standards set forth in the City of Portland Technical Manual:

- Transportation Systems and Street Design Standards – No work is being proposed within the City of Portland right-of-way. The internal transportation systems (driveways, sidewalks, etc.) have been designed as appropriate for the site's use as a ferry terminal. We have evaluated vehicle maneuvering within the property, and the controlling vehicle movements will be tractor trailer trucks accessing the car ferry. Figures showing vehicle paths are attached. The terminal currently utilizes parking in the adjacent parking garage. No changes in service are proposed, and no changes in parking are warranted.
- Sanitary Sewer and Storm Drain Design Standards – No new sewer or storm drain systems are proposed for the project.
- Public Safety Standards – The proposed expansion has been designed to promote safety. Building walls include tall glass curtain walls that will enhance visibility in and around the facility. Pedestrian access will be maintained through the property to the adjacent park. Fire safety is addressed in Section 12 of this report.
- Landscape and Landscape Preservation Standards – The existing property is located on an existing pier and is primarily impervious. No new impervious area will be created as part of this project, and only a single tree in a planter will be removed. No new landscaping is proposed.
- Stormwater Management Standards – Stormwater management is addressed in Section 9 of this report.
- Standards for Development in and Adjacent to Wetlands – The project will be taking place adjacent to coastal resources, requiring that a Natural Resource Protection Act Permit By Rule be filed with the Maine DEP. This permit is addressed in Section 4 of this report.

- Water Supply Standards – The existing public water service for the CBFT will be utilized for the building expansion, and is addressed in Section 11 of this report
- Municipal Street Lighting Standards – No municipal street lighting is required as part of this project.
- Shadow Standards – The proposed building expansion will not result in shadows on any significant public resources.
- Site Lighting Standards – Site lighting design is currently in progress, and will be designed in conformance with City of Portland standards. Lighting plans will be forwarded under separate cover.
- Boundary Survey Requirements – A boundary survey has been attached.
- Standards for Local Site Location of Development Review – The property’s Site Location of Development permit is addressed in Sections 4 and 9 of this report.

Compliance with these standards is demonstrated by the plan set submitted with this application.

14.3 MASTER PLAN

In 2002, the City of Portland adopted an Eastern Waterfront Master Plan. One of the objectives outlined in the Master Plan was to protect and enhance the island ferry service. The proposed expansion and improvements to the Casco Bay Ferry Terminal will help to improve this service, and will remain in conformance with the design standards outlined for the Eastern Waterfront in the master plan. Compliance with these standards has been demonstrated in Section 8 of this application.

Helen Donaldson - CBITD Vehicle Turning Radius

From: Lauren Swett <lswett@woodardcurran.com>
To: "Helen Donaldson (HCD@portlandmaine.gov)" <HCD@portlandmaine.gov>
Date: 5/28/2013 5:39 PM
Subject: CBITD Vehicle Turning Radius
Attachments: 2012.02.27 Vehicle Turns.pdf

Hi Nell,

Attached are the vehicle turning radius checks that were done for the Master Planning process last year. The base plan you'll see on these drawings is different than our current site plan, but I double checked, and the outer edge of the sidewalk along the terminal building is shown in the correct location, and all of the vehicles are able to make the turn along that curblin.

Also note that there are two islands shown. The smaller island is the existing condition, while the second one was a proposed change last year as part of the master planning process. For all of the vehicles checked, the turning movements work around the existing island location.

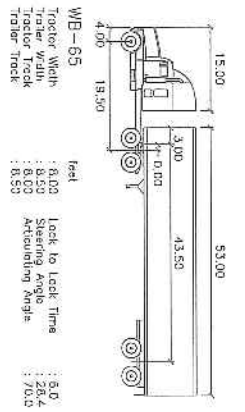
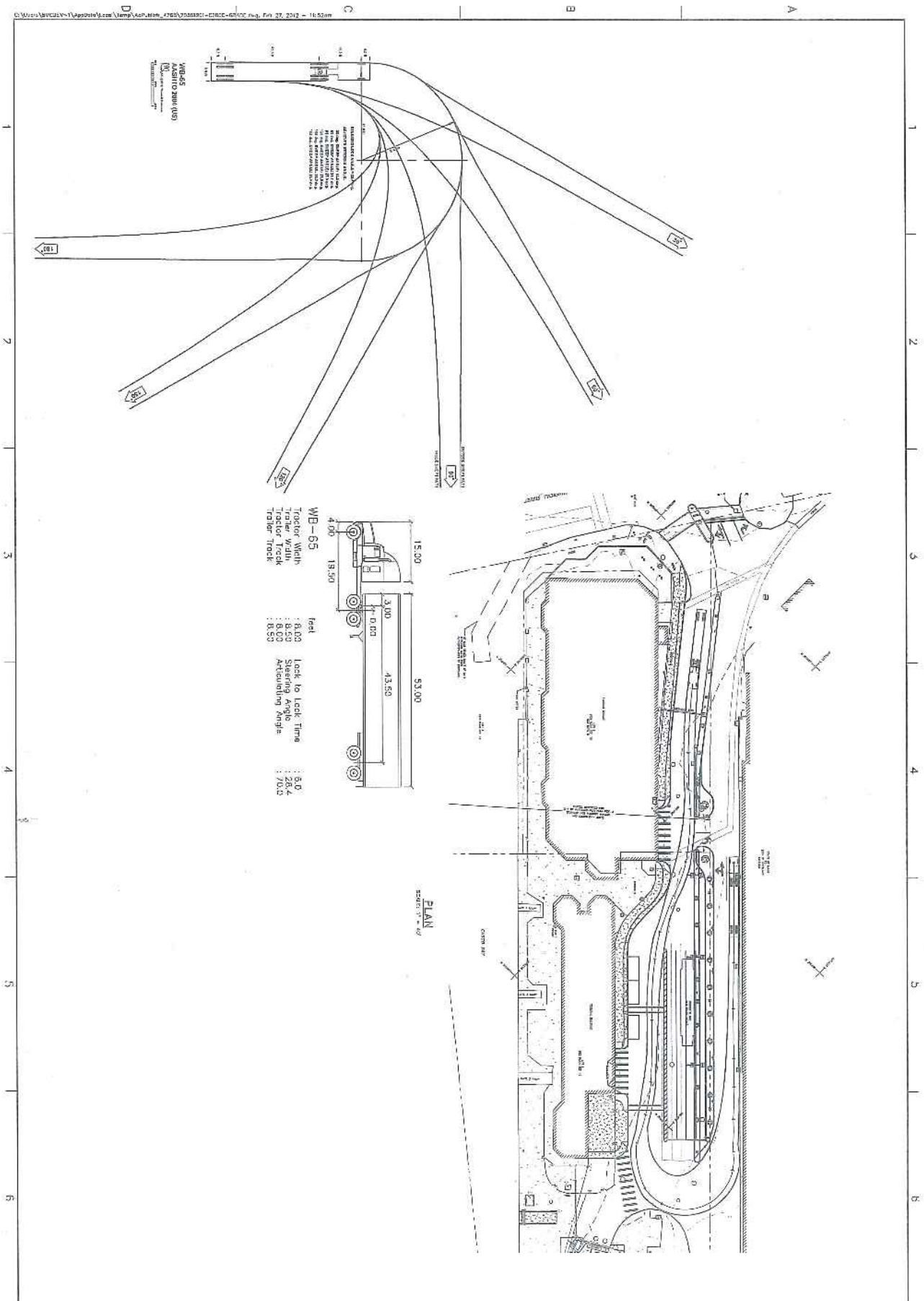
Let me know if you have any questions.

Thanks,
Lauren

Lauren Swett, P.E.

Woodard & Curran
41 Hutchins Drive
Portland, Maine 04102
Phone: (800)426-4262 ext. 3303
Fax: (207)774-6635
Email: lswett@woodardcurran.com

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www.woodardcurran.com



PLAN
SCALE 1" = 60'

<p>FIG. 1</p>	<p>CASCO BAY BLADE TRANSFER DISTRICT</p>	<p>WB-65 TRUCK MOVEMENT</p>		<p>11 Hudson Drive Portland, Maine 04102 503.428.4282 www.woodardcurran.com</p> <p>COMMITMENT & INTEGRITY DRIVE RESULTS</p>
<p>DATE: 11/11/14 SCALE: AS SHOWN DRAWN BY: ECF CHECKED BY: ECF</p>	<p>DATE: 11/11/14 SCALE: AS SHOWN DRAWN BY: ECF CHECKED BY: ECF</p>	<p>DATE: 11/11/14 SCALE: AS SHOWN DRAWN BY: ECF CHECKED BY: ECF</p>	<p>DATE: 11/11/14 SCALE: AS SHOWN DRAWN BY: ECF CHECKED BY: ECF</p>	<p>DATE: 11/11/14 SCALE: AS SHOWN DRAWN BY: ECF CHECKED BY: ECF</p>

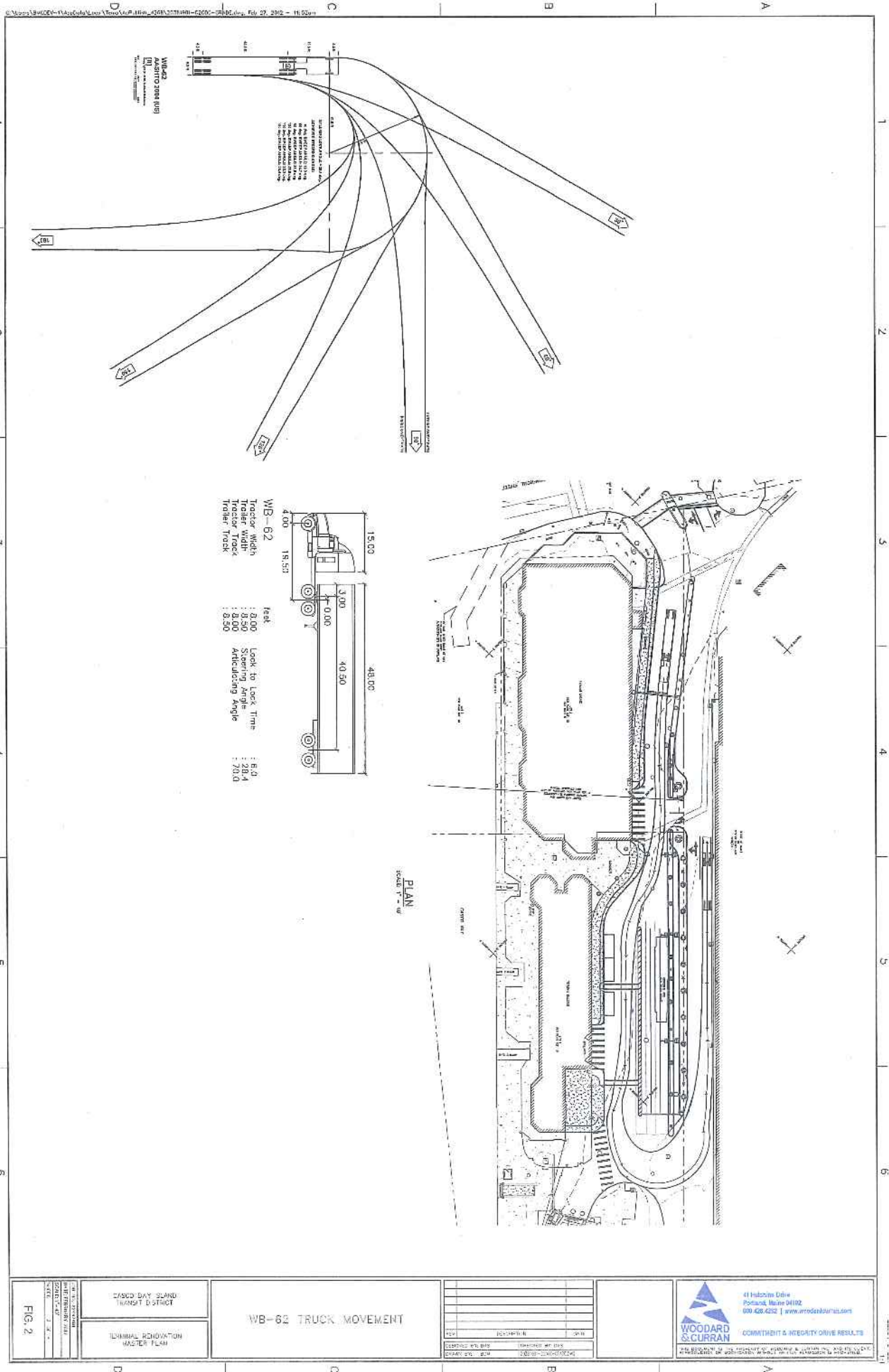
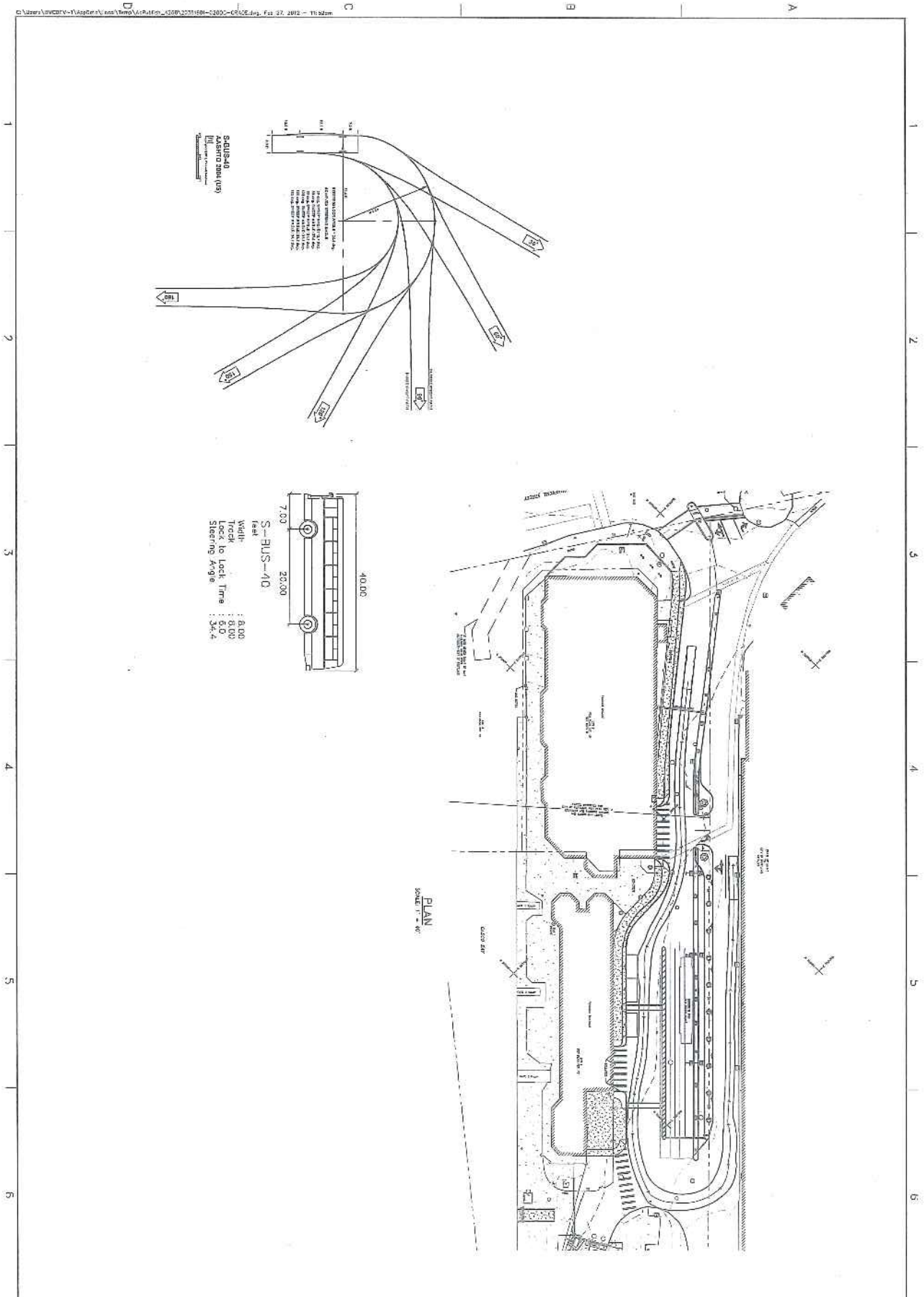


FIG. 2 DATE: 11/27/09 SCALE: 1" = 40' SHEET: 7 OF 11	CASCADIA BAY ISLAND TRANSPORT DISTRICT	WB-62 TRUCK MOVEMENT	PROJECT NO. 09-001 SHEET NO. 7 OF 11	 41 Inverness Drive Portland, Maine 04102 603-438-4202 www.woodardcurran.com COMMITMENT & INTEGRITY DRIVE RESULTS
	TERMINAL RECONSTRUCTION MASTER PLAN		PREPARED BY: [Name] CHECKED BY: [Name] DATE: 11/27/09	

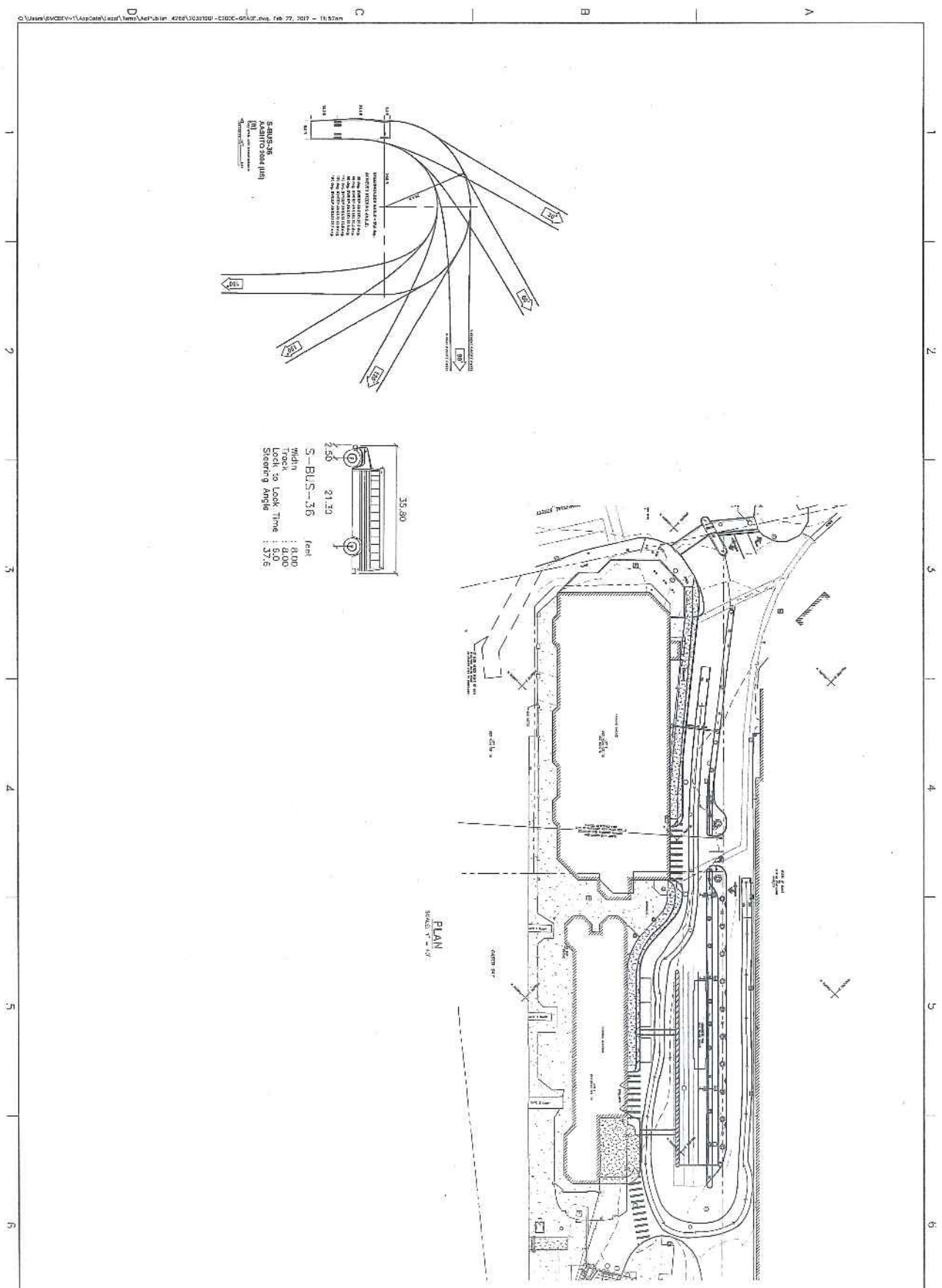


CASCO BAY ISLAND TRANSIT DISTRICT TERMINAL RENOVATION WORKS PLAN	PROJECT NUMBER: 2012-0202-CRICE
	SHEET: 3 OF 4

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 41 Hutchins Drive
 Portland, Maine 04102
 207.425.4252 | www.woodardcurran.com
 COMMITMENT TO INTEGRITY DRIVEN RESULTS

FIG. 3



GASCO BAY ISLAND TRANSIT DISTRICT	BUS-36 BUS MOVEMENT		41 Machine Drive Portland, Maine 04102 800.425.4262 www.woodardcurran.com COMMITMENT & INTEGRITY DRIVE RESULTS
TERMINAL RENOVATION MASTER PLAN			
PROJECT NO. 30231501-52000-01 SHEET NO. 1 OF 1 DATE: 02/27/17			

FIG. 4



May 7, 2013

Nell Donaldson, Planner
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Casco Bay Ferry Terminal Improvements, Level II Site Plan Application, Response to Comments

Dear Nell:

Thank you for coordinating the review of the Casco Bay Ferry Terminal Improvement project. We received your emails with review comments on March 6, 2013 and March 14, 2013. In addition, we received an email from Chris Pirone of the Fire Prevention Bureau on March 8, 2013. We apologize for the delay in response to these comments. We waited until we were able to compile a single complete submittal to address all open items. We provide the following responses to each of the comments provided for the project. For reference, we have included the original comments in italics, with our responses following each comment.

March 6, 2013 Email Comments from Planning Staff:

- Comments from Tom should be forthcoming shortly.*
Comments from Tom Errico are addressed below.
- Jeff Tarling has indicated that he's satisfied with the tree.*
No Response required.
- Chris Pirone of the fire prevention bureau may call you with a few questions.*
Comments from Chris Pirone are addressed below.
- There is information from the parking/ped access figure that you sent in October that would be useful to have in the plan set. The site plan itself is busy, I realize, but at the very least, could you add notes regarding freight drop-off, bus drop-off, passenger drop-off, relocating the bus stop, and parking?*
Additional notes addressing freight drop-off, bus drop-off, passenger drop-off, relocating the bus stop, and parking have been added to the plan.
- In a similar vein, the parking in the southeast corner of the site should be shown on the plans.*
A note identifying the location of the 5 parking space located at the southeast corner of the site has been added to the plan.
- Per Bob Leeman, the dumpster will no longer work in its proposed location. He's suggested that it be recessed into the area of Compass park (by moving the retaining wall). If this was done, more parking might be carved out of this area for the public landing/CBLines employees. This may be impractical, given your constraints. Thoughts?*

This area of the site is not being regraded as part of this phase of the Casco Bay Ferry Terminal's Master Plan. Future phases will address this area, and neighboring site uses will be taken into consideration at that time. There have been ongoing discussions between Bob Leeman and Casco Bay Lines regarding the location of the dumpster. At this time, we propose to keep the dumpster in its existing location near Gate 5. Construction is not anticipated to



begin until Fall 2013. If a new location for the dumpster is identified before that time, we will submit a request for a minor revision.

7. *What type of fencing are you proposing along the south and west sides of the addition?*

The fencing will be black vinyl coated chain link fence, 42" in height. A detail has been added to the plans.

8. *Where do you see people waiting outside in the new arrangement? Are there plans for furniture at all?*

Movable wooden benches will be used in the waiting area. The benches will match existing benches used on the site, as shown in the photo below.



9. *I believe we're still waiting on the water capacity letter and the lighting plan. Any progress on these?*

Following your March 6 email, the water and sewer capacity letters were provided in an email on March 12, 2013. A lighting plan is attached to this letter.

March 13, 2013 Email Comments from Tom Errico:

1. *The Applicant should confirm that ADA access if provided along the easterly sidewalk along the terminal building to the Pier is provided. ADA access should be direct and along an expected path.*

ADA access is provided along the easterly sidewalk. In compliance with ADA requirements, a 4-foot wide corridor has been provided along the building with 2% cross slopes. The remainder of the concrete sidewalk area is sloped at the acceptable ramp slope of 1/12 or less. The grading has been modified to provide a handicapped accessible ramp with a more direct route to the entrance to Compass Park from the sidewalk. We recognize that the ramp is not located immediately on the corner of the sidewalk; however, moving the ramp location further up the sidewalk would not be possible due to the existing site constraints. The current ramp location allows for the ADA acceptable slopes on the sidewalk and an acceptable cross slope for fork lift trucks on the adjacent driveway, while matching existing grades across the driveway at the concrete ramp entrance to Compass Park.

Please see the attached plan for the updated grading.



2. *I would suggest that the pavement markings for the ramp/loading area be revised to highlight areas where pedestrians can be expected to cross (e.g. between the sidewalk and the pier).*

The pavement striping has been replaced with an 8-foot wide cross walk identifying the pedestrian pathway to Compass Park.

3. *Details on a construction management plan must be submitted prior to approval. I do recognize that specific details of the plan can't be provided at this time, but specific criteria on what the plan must follow should be approved.*

Specification Section 011000 Summary has been updated to include requirements for phased construction, site access, coordination, and other work restrictions related to construction management. A copy of this specification is attached.

March 8, 2013 Email comments from Chris Pirone:

1. *Did you review 2009 NFPA 1 28.2 Marine Terminals, Piers, and Wharves which will direct you to NFPA 37? I believe this will require a standpipe on the water side of the building.*

Chris Pirone's comments have also been addressed separately by email to Chris. The above referenced NFPA requirements have been reviewed. In accordance with the requirements, an existing fire department connection, or standpipe, is being maintained on the water side of the building and a new connection is being added to the non-water side of the building.

We look forward to finalizing the review and receiving approval for the project in the coming weeks. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lswe@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

A handwritten signature in blue ink that reads "Lauren Swett".

Lauren Swett, P.E.
Project Engineer

224974

Enclosures

cc: Hank Berg, CBITD
Nick Mavodones, CBITD
Austin Smith, Scott Simons Architects

CASCO BAY FERRY TERMINAL
RENOVATIONS AND ADDITIONS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.

- B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Casco Bay Ferry Terminal Improvements.

1. Project Location: Casco Bay Ferry Terminal, Portland, Maine.

- B. Owner: Casco Bay Island Transit District.

- C. Architect Identification: The Contract Documents were prepared for Project by Scott Simons Architects, 75 York Street, Portland, ME.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work consists of the following:

1. The Work involves the construction of an expansion and renovations to the existing Casco Bay Ferry Terminal at location indicated on Drawings. Work includes but is not limited to, selective demolition, earthwork, site utilities and site improvements, and paving. Work also includes concrete foundations and slab-on-grade, steel structure, steel

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joists and decking, roof membrane over roof insulation, sheet metal, masonry, metal stud partitions, insulation, gypsum board walls and ceilings, acoustical ceilings, custom cabinets and fixtures, carpentry, glass curtain wall system, painting, metal doors and frames, door hardware, vertical bi-folding doors, metal fabrications, toilet partitions and accessories, signage, fire protection and detection systems, security systems, electrical, and heating, ventilating, and air conditioning complete and ready for use.

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in three phases to provide the least possible interference to Owner's activities and to permit an orderly transfer of personnel and equipment to new facilities.
1. Phase 1: Building Utilities; Provide the new transformer and primary electrical connection to existing building. Provide new gas connection and gas fired boilers within existing building. Install new mechanical room within existing building.
 2. Phase 2: New building and site work; Demolition of the existing mechanical room and the existing crew and boat storage areas. Construction of new section of building with waiting area, bathroom facilities, and office space. Completion of earthwork required to bring site to final grade. Connection of water and sewer services to new building. Paving and all other site work.
 3. Phase 3: Renovations. All other internal renovations to the existing building. The remaining Work shall be substantially complete and ready for occupancy at time of Substantial Completion.
- B. Before commencing Work of each phase, Contractor shall submit a Construction Management Plan. The plan shall include a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work. The plan shall also address all sequencing, access, and coordination issues as outlined in this specification. The plan shall be reviewed and approved by the City of Portland prior to the start of work.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
1. Work to the existing Security System.
 2. Installation of ATM.

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

CASCO BAY FERRY TERMINAL
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- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. If Contractor disturbs areas beyond limit of work, Contractor shall be responsible for restoring to the original condition, at no additional cost to the Owner.
1. Driveways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, adjacent property owners, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Anticipated driveway and entrance access impacts shall be outlined in the Contractor's Construction Management Plan.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. The Ferry Terminal will need full use of driveways and entrances from 7:00 a.m. until 11:00 p.m. each day for ferry service. Contractor may have access and use of these areas after hours. There may be short periods of time when one half of the driveway may be used during the day; coordinate with Owner when this condition is absolutely necessary.
 - d. Paving: A full day shut-down of driveway will be granted by Owner to allow bituminous pavement to be placed. Contractor to coordinate with Owner.
 2. Access to Ferry Ramps: Maintain pedestrian access from existing terminal along edge of pier to all gates at all times. Maintain access to Gate 3 from driveway to allow for refueling purposes. Maintain access to Gate 5 for vehicles using the ferry service, including individual passenger vehicles and larger tractor trailer trucks.
 3. Access to Maine State Pier: Maintain vehicle access to property on the Maine State Pier east of the project site. Vehicle traffic consists of passenger vehicles as well as tractor trailer trucks. If Contractor operations must disrupt access to the Maine State Pier, Contractor shall coordinate with the City of Portland and adjacent property owners. Anticipated Maine State Pier access impacts shall be outlined in the Contractor's Construction Management Plan.
 4. Construction Fencing: Contractor shall provide two rows of temporary, movable construction fencing surrounding the project site, providing minimum 6' pedestrian path outside of the construction area. Fenced pedestrian path shall provide access to the Ferry Ramps and Compass Park. Location of construction fencing shall be adjusted during construction to provide safe, accessible pedestrian route around active construction area at all times. Sequencing of construction fencing shall be outlined in the Contractor's Construction Management Plan.
 5. Parking: Due to limited space on and around the site, the Contractor will need to make arrangements with the Owner, the City, or surrounding property owners to meet their total parking needs if required. If Contractor operations will disrupt employee or City of Portland parking on site, Contractor shall coordinate with the Owner and the City of Portland. Anticipated site parking impacts, and a plan for Contractor parking shall be outlined in the Contractor's Construction Management Plan.

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- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations at no additional cost to the Owner.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. The City of Portland and other property owners are located on the Maine State Pier, with access through the project site. The Contractor shall be responsible for coordinating with all adjacent property owners regarding any anticipated impacts to access and parking.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: As approved by Architect and Owner.
 - 2. Early Morning Hours: As approved by Architect and Owner.
 - 3. Hours for Utility Shutdowns: As approved by Architect and Owner.
 - 4. Provide 24 hour notice to Architect when performing work other than normal working hours.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Smoking is prohibited inside the existing and new building.
- E. Drugs, Alcohol, Substance Abuses, and Firearms: It is strictly prohibited to possess, use, conceal, transport, traffic any drugs, alcohol, controlled substances, or firearms on the premises.

CASCO BAY FERRY TERMINAL
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Any violations shall be grounds for dismissal and may be cause for termination of any contracts or portions thereof.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000



May 21, 2013

Neil Donaldson, Planner
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Casco Bay Ferry Terminal Improvements, Level II Site Plan Application, Lighting Standards Waiver Request

Dear Neil:

Thank you for coordinating the review of the Casco Bay Ferry Terminal Improvement project. In response to your email on May 16, 2013 regarding the site lighting, we are submitting a request for a waiver from the City of Portland lighting standards.

For the project, a combination of interior and exterior lighting is proposed to provide a safe and comfortable level of illumination for the entire site. The IESNA standard for interior lighting requires an average illumination of at least 20 foot candles (fc). This level of illumination has been provided for the interior of the ferry terminal. The walls of the terminal building expansion are made of glass, allowing for interior lighting to impact the exterior space surrounding the building. In addition, exterior lights will be installed on the underside of the building roof overhang.

The combination of exterior lights and interior lighting influence results in maximum and average illumination levels that are higher than the levels specified by the City of Portland Technical Standards for Site Lighting. Even though the proposed interior lighting will provide for some level of exterior illumination, additional exterior lighting is necessary to facilitate the proposed exterior site uses. The areas under the roof overhang serve as pathways and waiting areas for ferry passengers, and with the building's glass walls and large doorways, these areas are intended to be extensions of the interior waiting room. Additionally, the site is being utilized for a combination of pedestrian and freight traffic, and the proposed lighting will help to highlight the intended pedestrian pathways. The lighting along the northeast and southeast sides of the building will illuminate the sidewalk and waiting areas, and will highlight the corner where cross walk access to Compass Park is proposed. The lighting along the southwest side of the building will also highlight the sidewalk, as well as the area where fueling trucks drive to access gates. As the project site is located on the Maine State Pier, these lighted areas will be separated from Commercial Street by the existing garage and terminal building.

The IESNA lighting standard recommends an illumination level between 15 and 20 fc for covered transportation stations. Per the photometric plan provided to you in the May 7, 2013 response to comments, the average exterior illumination level is 2.6 fc and the maximum illumination level is 16.5 fc. This proposed level of lighting falls between the City's standards and the IESNA standards for similar facilities, and will be adequate for the ferry terminal expansion. For the above reasons, we respectfully request a waiver from the maximum and average illumination levels per the City of Portland Sight Lighting Standards 12.2.3.

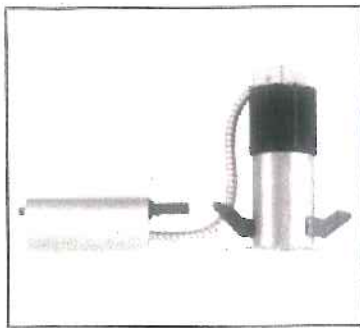
If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lsweet@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

Lauren Swett, P.E.
Project Engineer
224974

cc: Hank Berg, CBITD
Nick Mavodones, CBITD
Austin Smith, Scott Simons Architects



2" LED Downlight Open & Wall Wash D2LED

20V or 277V
High Output

DATE: _____ TYPE: _____

FIRM NAME: _____

PROJECT: _____



Ceiling Cutout: 2 7/8"
Ceiling Thickness 1/2" - 1 1/4"
For conversion to millimeters,
multiply inches by 25.4
Not to Scale

APPLICATIONS:

Architektur D2LED Series is a 2" specification grade LED downlight that combines superior brightness control with energy savings and low maintenance costs. Suitable for a variety of commercial, retail, and institutional applications with ambient temperatures up to 45°C (113°F) during operation with free airflow around the fixture.

J-TUBE ASSEMBLY:

Utilizing Prescolite's revolutionary J-Tube design and optimal thermal management, the D2LED eliminates the need for a traditional downlight housing. The J-Tube assembly combines the traditional J-Box and driver electronics into a compact form that can be accessed from below the ceiling plane. These features allow the D2LED to ship as a single unit which can be completely wired and installed from below the ceiling plane. It can also be easily removed from below the ceiling if servicing or an upgrade to new technology is ever required.

REFLECTOR:

High purity spun aluminum self-flanged reflector with iridescence suppressed Alzak anodized finish. Also available with Prescolite's American Matte finish (MFC).

Factory configurable optics provide 25°, 35°, or 45° optical distribution options for a variety of applications. A novel

Wall Wash optical system is also available to provide an unequalled wall wash optical distribution from the same small aperture.

LED LIGHT ENGINE:

High output Xicato XSM LED Module (IP66 rated). Color consistency held to less than 2 SCDM's for fixture to fixture and over-time color consistency. Secured to an extruded aluminum heat sink for excellent thermal management providing optimal life and lumen maintenance (minimum 50,000 hours at 70% lumen maintenance).

LED DRIVER:

Energy efficient electronic constant current driver with 50,000 hour minimum anticipated life. Meets UL Class 2, FCC 47CFR Part 15, Class B compliant, inherent short-circuit protection, self limited, overload protected.

DIMMING:

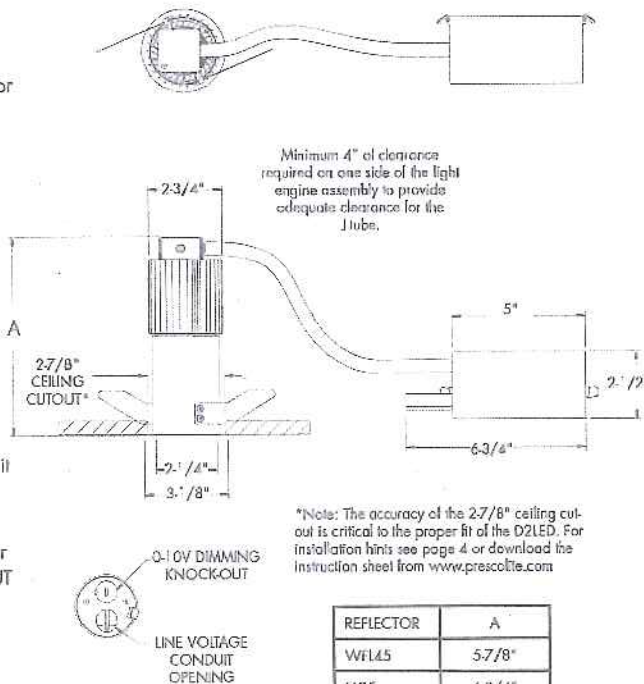
Comes standard with 0-10V dimming capability. Flicker-free dimming to 10%. For sizing control systems, the 0-10V control circuit will draw up to 1 mA.

CERTIFICATIONS:

CSA C/US certified to UL1598. Suitable for wet locations. Non-IC rated and 2IN/2OUT through branch wiring. For connection to flexible conduit only.

WARRANTY:

5 Year Warranty. Go to www.prescolite.com for full details.



*Note: The accuracy of the 2-7/8" ceiling cutout is critical to the proper fit of the D2LED. For installation hints see page 4 or download the instruction sheet from www.prescolite.com

REFLECTOR	A
WFL45	5 7/8"
FL35	6 3/4"
MD25	7 1/2"
WW	7"

CATALOG NUMBER:

EXAMPLE: D2LED2D9LED30K8WFL45

J-TUBE ASSEMBLY	VOLTAGE	LIGHT ENGINE	LED COLOR	CRI	BEAM ANGLE	REFLECTOR FINISH	REFLECTOR COLOR	REFLECTOR OPT.	ACCESSORIES
<input type="checkbox"/> D2LED 2" J-Tube assembly with 0-10 Dimming Standard	<input type="checkbox"/> Blank 120V <input type="checkbox"/> 277V 277V	<input type="checkbox"/> 2D9LED 2" Open Reflector/Light Engine Assembly with Xicato module	<input type="checkbox"/> 27K 2700 Kelvin <input type="checkbox"/> 30K 3000 Kelvin <input type="checkbox"/> 35K² 3500 Kelvin <input type="checkbox"/> 40K 4000 Kelvin	<input type="checkbox"/> 8² Nominal 80+ CRI <input type="checkbox"/> 9⁴ Nominal 95 CRI	<input type="checkbox"/> WFL45 Spun Aluminum reflector with a 45° wide flood distribution <input type="checkbox"/> FL35 Spun Aluminum reflector with 35° flood distribution <input type="checkbox"/> MD25 Spun Aluminum reflector with 25° medium distribution <input type="checkbox"/> WW Wall Wash	<input type="checkbox"/> Blank Specular <input type="checkbox"/> SS Semi-Specular <input type="checkbox"/> MFC American Matte™	<input type="checkbox"/> Blank Clear Alzak <input type="checkbox"/> CG Champagne Gold Alzak <input type="checkbox"/> BL Black Alzak <input type="checkbox"/> WE Wheat Alzak <input type="checkbox"/> LW Light Wheat Alzak <input type="checkbox"/> PW Pewter Alzak <input type="checkbox"/> WH¹ White Point	<input type="checkbox"/> WT White Trim <input type="checkbox"/> LG1S³ Dual-Lite 100VA Surface Wall Mount LiteGear Emergency Lighting Inverter <input type="checkbox"/> LG1R³ Dual-Lite 100VA Recessed Wall Mount LiteGear Emergency Lighting Inverter <input type="checkbox"/> LG1T³ Dual-Lite 100VA Recessed Ceiling T-Grid LiteGear Emergency Lighting Inverter <input type="checkbox"/> LG2S³ Dual-Lite 250VA Surface Wall Mount LiteGear Emergency Lighting Inverter <input type="checkbox"/> D2FRM Optional Mounting frame for the D2LED fixture. See pg 5 for line art. <input type="checkbox"/> D2ICAT Optional IC Rated, Air Tight housing for the D2LED. See page 5 for the line art. <input type="checkbox"/> D2GR White ring for D2LED fixture	

¹Requires WT option.

²Utilizes the Xicato 1300 Lumen XSM module Driven to yield 1000 Lumens

³See D2LED & LiteGear compatibility on page 4

⁴Utilizes the Xicato 700 Lumen Artist series module driver to yield 700 Lumens

⁵Not available in 95 CRI



In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product.
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ARCH-LED-01 0

PHOTOMETRIC DATA

Architektur - 2" D2LED Downlight

ELECTRICAL DATA	D2LED
Input Voltage	120/277V
Input Frequency	50/60 Hz
Input Current	0.7/0.072
Input Power	20 Watts
Constant Current Output	720mA
Power Factor	≥0.90
EMI Filtering	FCC 47CFR Part 5, Class B
Fixture Operating Temperature	-30°C to 45°C
Dimming	0-10V to 10%

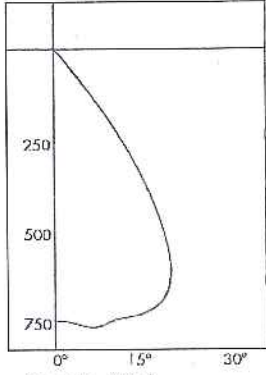
Over-voltage, over-current, (short-circuit protected, and over-temperature protection with auto recovery)

Lumen Multipliers For Various Alzak Colors	
Clear Specular	1.00
Pewter	0.94
Champagne Gold	0.96
Wheat	0.86
Light Wheat	0.84
Black Alzak	0.62

Note: These values are based upon the WFL45 Reflectors.

Lumen Multiplier For CRI Options	
80+ CRI	1.00
95 CRI	0.70

D2LED2D9LED30K8WFL45
 LED Light Engine: 3000K, 80 CRI
 System Wattage: 20
 Fixture delivered lumens: 858
 Fixture Efficacy: 43
 Spacing Criteria: 1.1



CANDELA DISTRIBUTION			
DEG	CANDELA	LUMENS	
0	72		
5	735	7	
5	74	2	0
25	710	323	
35	392	234	
45	7	20	
55	3	3	
65	0	0	
75	0	0	
85	0	0	
90	0	0	

Test No. 4064
 Tested at 25°C Ambient in accordance to IESNA LM-79-2008

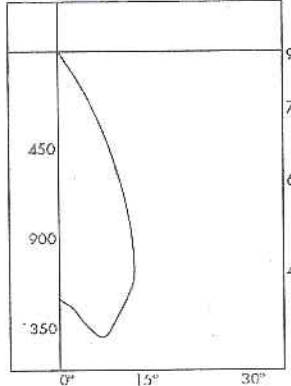
ZONAL LUMEN SUMMARY		
ZONE	LUMENS	%LUMINAIRE
0-30	604	70.4
0-40	837	97.6
0-60	858	100.0
0-90	858	100.0
90-180	0	0.0
0-180	858	100.0

LUMINANCE DATA IN CANDELA/ SQ. METER		
Angle in Vertical	Average	
45°	7589	
55°	1651	
65°	747	
75°	0	
85°	0	

COEFFICIENTS OF UTILIZATION		Zonal Cavity Method															
		% Effective Ceiling Cavity Reflectance															
		80%		70%		50%		30%		10%							
		20% Effective Floor Cavity Reflectance															
		% Wall Reflectance															
		70	50	30	10	70	50	30	10	50	30	10					
1	114	111	108	106	111	109	106	104	105	103	101	101	99	98	97	95	95
2	108	103	99	96	106	101	98	95	98	95	93	95	93	91	92	90	89
3	102	96	91	87	100	95	90	86	92	88	85	90	86	84	87	85	82
4	97	90	84	80	95	88	83	79	86	82	78	84	81	77	82	79	77
5	92	84	78	74	90	83	77	73	81	76	73	79	75	72	78	74	71
6	87	78	72	68	85	78	72	68	76	71	67	75	70	67	73	69	66
7	83	73	67	63	82	73	67	63	72	66	63	70	66	62	69	65	62
8	79	69	63	59	77	68	63	59	67	62	58	66	62	59	65	61	58
9	75	65	59	55	74	64	59	55	63	58	55	63	58	54	62	57	54
10	71	61	55	51	70	61	55	51	60	55	51	59	54	51	58	54	51

D2LED2D9LED30K8WFL45 Test No. 4064

D2LED2D9LED30K8FL35
 LED Light Engine: 3000K, 80 CRI
 System Wattage: 20
 Fixture delivered lumens: 810
 Fixture Efficacy: 40.5
 Spacing Criteria: 0.8



CANDELA DISTRIBUTION			
DEG	CANDELA	LUMENS	
0	118		
5	1226	120	
5	59	326	
25	658	298	
35	71	67	
45	3	3	
55	0	0	
65	0	0	
75	0	0	
85	0	0	
90	0	0	

Test No. 4066
 Tested at 25°C Ambient in accordance to IESNA LM-79-2008

ZONAL LUMEN SUMMARY		
ZONE	LUMENS	%LUMINAIRE
0-30	744	91.8
0-40	810	100.0
0-60	810	100.0
0-90	810	100.0
90-180	0	0.0
0-180	810	100.0

LUMINANCE DATA IN CANDELA/ SQ. METER		
Angle in Vertical	Average	
45°	1339	
55°	550	
65°	0	
75°	0	
85°	0	

COEFFICIENTS OF UTILIZATION		Zonal Cavity Method															
		% Effective Ceiling Cavity Reflectance															
		80%		70%		50%		30%		10%							
		20% Effective Floor Cavity Reflectance															
		% Wall Reflectance															
		70	50	30	10	70	50	30	10	50	30	10					
1	114	112	110	108	112	110	108	106	106	104	103	102	101	100	99	98	97
2	110	105	102	99	107	104	101	98	101	98	96	98	96	94	95	93	92
3	105	100	95	92	103	98	94	91	96	92	90	93	91	88	91	89	87
4	101	94	90	86	99	93	89	86	91	88	85	89	86	84	88	85	83
5	97	90	85	81	95	89	84	81	87	83	80	85	82	79	84	81	79
6	93	85	80	76	91	84	80	76	83	79	76	82	78	75	81	77	75
7	89	81	76	72	88	81	76	72	79	75	72	78	74	72	77	74	71
8	85	77	72	69	85	77	72	69	76	72	68	75	71	68	74	71	68
9	82	74	69	65	81	74	69	65	73	68	65	72	68	65	71	67	65
10	79	71	66	62	78	70	65	62	70	65	62	69	65	62	68	65	62

D2LED2D9LED30K8FL35 Test No. 4066



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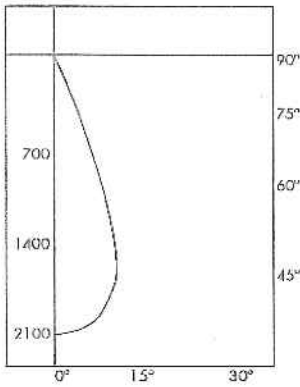
PHOTOMETRIC DATA

Architektūr - 2" D2LED Downlight

D2LED2D9LED30K8MD25
 LED Light Engine: 3000K, 80 CRI
 System Wattage: 20
 Fixture delivered lumens: 784
 Fixture Efficacy: 39
 Spacing Criteria: 0.6

ZONAL LUMEN SUMMARY		
ZONE	LUMENS	%LUMINAIRE
0-30	775	99.0
0-40	782	99.8
0-60	784	100.0
0-90	784	100.0
90-180	0	0.0
0-180	784	100.0

LUMINANCE DATA IN CANDELA/SQ. METER	
Angle in Vertical	Average
45°	339.
55°	550.
65°	0.
75°	0.
85°	0.



CANDELA DISTRIBUTION		
DEG	CANDELA	LUMENS
0	20	88
5	985	88
15	705	462
25	69	26
35	10	7
45	3	2
55		0
65	0	1
75	0	0
85	0	0
90	0	0

Test No. 4065
 Tested at 25°C Ambient in accordance to IESNA LM-79-2008

COEFFICIENTS OF UTILIZATION Zonal Cavity Method

Recessed Cavity Ratio	% Effective Ceiling Cavity Reflectance																						
	80%				70%				50%				30%				10%						
	20% Effective Floor Cavity Reflectance																						
	% Wall Reflectance																						
	70			50			30			10			70			50			30			10	
1	115	113	111	109	107	105	103	101	100	98	96	94	92	90	88	86	84	82	80	78	76	74	
2	111	107	104	102	100	106	103	101	103	100	98	100	98	95	97	94	92	90	88	86	84	82	
3	107	103	99	96	105	101	98	95	99	95	94	97	94	92	94	91	89	87	85	83	81	79	
4	104	98	94	91	102	97	94	91	95	92	90	94	91	89	92	90	88	86	84	82	80	78	
5	101	95	90	87	99	94	90	87	92	89	86	91	88	85	89	86	83	81	79	77	75	73	
6	98	91	87	84	96	90	86	84	89	86	83	88	85	83	87	84	82	80	78	76	74	72	
7	95	88	84	81	94	87	83	80	86	83	80	85	82	80	84	81	79	77	75	73	71	69	
8	92	85	81	78	91	85	81	78	84	80	77	83	79	77	82	79	77	75	73	71	69	67	
9	89	82	78	75	88	82	78	75	81	77	75	80	77	75	80	77	75	73	71	69	67	65	
10	87	80	76	73	86	79	75	73	79	75	73	78	75	73	77	74	72	70	68	66	64	62	

D2LED2D9LED30K8MD25 Test No. 4065

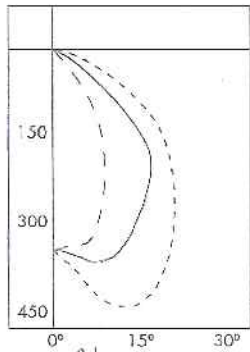
NOTES

Refer to www.prescolite.com for additional photometric tests (IES Files).

D2LED 2D9LED30K8WW
 LED Light Engine: 3000K, 80 CRI
 System Wattage: 20W
 Fixture Delivered Lumens: 714
 Fixture Efficacy: 36

LUMINANCE DATA IN CANDELA/SQ. METER

Angle in Vertical	0 DEG	90 DEG	180 DEG
45°	199483	53449	3487
55°	18'433	73949	0
65°	130706	23340	0
75°	81940	0	0
85°	0	0	0



CANDELA DISTRIBUTION			
DEG	0.0	90.0	180.0
0	0	345	345
5	375	353	337
15	458	373	305
25	434	332	210
35	359	284	22
45	286	220	5
55	21	86	0
65	12	20	0
75	43	0	0
85	0	0	0
90	0	0	0

0-deg (wall side)
 90-deg (room side)
 180-deg (room side)

Test No. 4542
 Tested at 25°C Ambient in accordance to IESNA LM-79-2008

MULTIPLE UNITS	
UNITS ON 3' CENTER	UNITS ON 4' CENTER
1' 2' 3' 4'	1' 2' 3' 4'

2' DISTANCE FIXTURE MOUNTED CUT FROM WALLS FOOTCANDLE DISTRIBUTION ON WALL SURFACE

DISTANCE FROM CENTER IN FEET	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'
1	12	9	5	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	14	11	6	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	17	13	8	4	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	19	15	10	5	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	21	17	12	6	4	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1
6	23	19	14	7	5	4	3	2	1	1	1	1	1	1	1	1	1	1	1	1
7	25	21	16	8	6	5	4	3	2	1	1	1	1	1	1	1	1	1	1	1
8	27	23	18	9	7	6	5	4	3	2	1	1	1	1	1	1	1	1	1	1
9	29	25	20	10	8	7	6	5	4	3	2	1	1	1	1	1	1	1	1	1
10	31	27	22	11	9	8	7	6	5	4	3	2	1	1	1	1	1	1	1	1

D2LED WW Test No. 4542



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PHOTOMETRIC DATA

Central Inverters

For fixture full light output in back-up mode, Prescolite and DualLite have jointly tested the D2LED with the 100 (LG1) and 250 (LG2) VA LiteGear inverters. For more information on LiteGear go to www.dual-lite.com/resources/litegear_luminaire_loading_chart/

INSTALLATION HINTS

Daisy Chains

Often times through branch wiring (Daisy Chaining) will be desired for installation of the D2LED in an application. There is one knock out available in the J-tube for the line voltage, and one for the low voltage control wires. To accomplish 2in/2out through branch wiring, Prescolite suggests the use of an Arlington Duplex Connector (PN 4040AST).

Ceiling Cut-out:

Due to the discrete trim flange on the D2LED, the accuracy of the 2-7/8" ceiling cut-out is critical to achieving the best results. Prescolite recommends making this cut-out with a 2-7/8" hole saw, such as one manufactured by the Morse Company (TAC46 and TACPD4).

DIMMING COMPATIBILITY TABLE

Control Manufacturer	Wallbox Dimmer	Power Encoder Available
Douglas Lighting Controls	WPC 5721	
Entertainment Technology	Tap Slide 1B600FAM120 (120V) Tap Slide Heatseeker 1G11500Kant120 (120V) Dasic DA2600FAMU (120/277V)	
Honeywell, Inc.	EL731A1B19 and EL7315A1009	EL7305A1010
HUNT Dimming	Preset Slide: PS-010-IV-120V and PS-010-WH-120V Preset Slide: PS-010-3W-IV-120V and PS-010-3W-WH-120V Preset Slide: PS-010-IV-277V and PS-010-WH-277V Preset Slide: PS-010-3W-IV-277V and PS-010-3W-WH-277V Preset Slide, controls FD-010, PS-1FC-010-IV and PS-1FC-010-02-WH-120/277V Preset Slide, controls FD-010, PS-1FC-010-3W-IV and PS-1FC-010-3W-WH-120/277V Remoted mounted unit: FD-010-20V and FD-010-277V	
Lehigh Electric Products Co.	Solitaire	PRX
Leviton Lighting Controls Div.	Leviton Centura Fluorescent Control System RitumaTech1M IP7 Series	DN100 PL300
Lutron Electronics Co., Inc.	Visit www.lutron.com/advance for the latest control information and selection.	
PDM Electrical products	WPC-5721	
Starfield Controls	TR61 with DALI Interface port	RT93 DALI.net Router
The West Stopper, Inc.	LS-4 used with LCD-101 and LCD-103	



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4" LED Downlight

LF4LED

20V-277V
High Efficacy
0-10V Dimming

APPLICATIONS:

LifeFrame LF4LED is a 4" commercial grade LED downlight that utilizes remote phosphor technology to obtain color consistency, energy savings, and low maintenance costs. 50,000 hours minimum life up to 35°C (95°F) in open plenum applications.

HOUSING:

One-piece 22 gauge non-corrosive steel platform. Pre-wired J-box with snap-on cover for easy access. Snap-in connection from driver compartment allows easy installation of light engine/trim assembly without tools above or below the ceiling and can be upgraded to accommodate technology improvements. Approved for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

REFLECTOR:

High purity aluminum, Alzak, iridescence suppressed, semi-diffuse reflector. Self-trim standard. Painted white self-trim (WT) available as option.

LED LIGHT ENGINE:

The LF4LED uses the Philips Fortimo DLM LED Module with remote phosphor technology. This technology provides controlled color consistency from fixture to fixture. The system is designed for optimal life and lumen maintenance (50,000 hours at 70% lumen maintenance). Both reflector and light engine assembly are mechanically retained to housing. The light engine comes standard with 80 CRI in all Kelvin temperatures.

Order housing, reflector, and accessories separately

LED DRIVER:

The LF4LED utilizes the Philips Fortimo LED Driver specifically designed to optimize efficiency of the Fortimo DLM Module. Driver is designed to match the 50,000 hour minimum life expectancy of the system. Meets UL Class 2, inherent short circuit protection, self limited, overload protected. If critical temperatures are reached on driver or LED module, integrated thermal feedback loop will gradually reduce current to protect system life. Driver is universal 20V-277V.

DIMMING:

Comes standard with 0-10V dimming capability. Flicker-free dimming to 10%. Lutron dimming available.

INSTALLATION:

Light commercial bar hangers included. Universal adjustable mounting brackets also accept 1/2" EMT conduit or 1/2" or 3/4" lathing channel (by others) or Prescolite 24" bar hangers (B24 or B6).

CERTIFICATIONS:

CSA certified to US and Canadian safety standards. Suitable for wet locations. Approved for through wiring. Non-IC rated. ENERGY STAR qualified on clear Alzak reflector.

WARRANTY:

5 year warranty. See www.prescolite.com for details.

DATE: _____ TYPE: _____

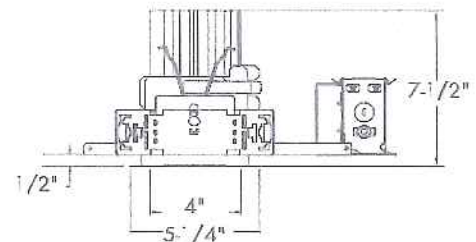
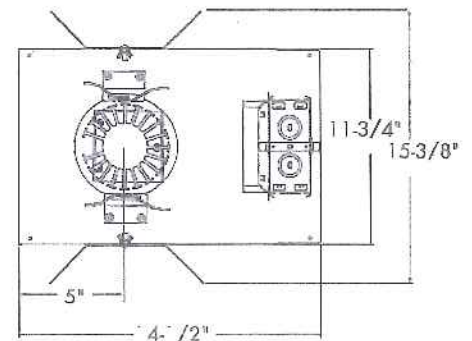
FIRM NAME: _____

PROJECT: _____

LifeFrame



Ceiling Cutout: 5"
Maximum Ceiling Thickness: 1/4"
For conversion to millimeters,
multiply inches by 25.4
Not to Scale



CATALOG NUMBER:

EXAMPLE: LF4LED-4LFLED5 30K

HOUSING/LED GENERATION	VOLTAGE	OPTIONS	TRIM	LED COLOR TEMP	REF. FINISH	REF. COLOR	REF. OPTIONS	ACCESSORIES
<input type="checkbox"/> LF4LED 4" LED Housing with 0-10V Dimming to 10%	<input type="checkbox"/> Blank 20V-277V	<input type="checkbox"/> WH wiHUBB® Enabled (see page 4)	<input type="checkbox"/> 4LFLED5 ² 4" Open Reflector/Light Engine Assembly, 1100 ¹ lumen module	<input type="checkbox"/> 30K 3000 Kelvin, 80 CRI	<input type="checkbox"/> Blank Alzak Semi-Diffuse	<input type="checkbox"/> Blank Clear Alzak	<input type="checkbox"/> WT White Trim	<input type="checkbox"/> B24 Set of two(2) 24" bar hangers for T-bar ceilings
<input type="checkbox"/> LF4LED5 ⁵ 4" LED Housing for use with 4LFLED5 trim and HDM driver option.	<input type="checkbox"/> 120 ⁵ 120V	<input type="checkbox"/> HDM ⁵ Lutron series LED driver Hi Lume 3 wire or EcoSystem dimming to 10%	<input type="checkbox"/> 35K 3500 Kelvin, 80 CRI	<input type="checkbox"/> 40K 4000 Kelvin, 80 CRI	<input type="checkbox"/> CG Champagne Gold Alzak	<input type="checkbox"/> TRG Trim Ring Gasket (factory installed)	<input type="checkbox"/> B6 Set of two (2) bar hangers for ceiling joist up to 24" centers	<input type="checkbox"/> LG15 ⁴ Dual-Lite 100VA Surface Wall Mount LiteGear Emergency Lighting Inverter
<input type="checkbox"/> LF4LED7 ⁵ 4" LED Housing for use with 4LFLED7 trim and HDM driver option.	<input type="checkbox"/> 277 ⁵ 277V		<input type="checkbox"/> 4LFLED7 ³ 4" Open Reflector/Light Engine Assembly, 2000 Lumen Module		<input type="checkbox"/> BL Black Alzak	<input type="checkbox"/> WE Wheat Alzak	<input type="checkbox"/> LG1R ⁵ Dual-Lite 100VA Recessed Wall Mount LiteGear Emergency Lighting Inverter	<input type="checkbox"/> LG11 ⁴ Dual-Lite 100VA Recessed Ceiling T-Grid LiteGear Emergency Lighting Inverter
					<input type="checkbox"/> LW Light Wheel Alzak	<input type="checkbox"/> PW Powder Alzak	<input type="checkbox"/> LG25 ⁴ Dual-Lite 250 VA Surface Wall Mount LiteGear Emergency Lighting Inverter	
					<input type="checkbox"/> WH ¹ White Paint			

¹Requires WT option
²Philips Fortimo 1100 lm LED module
³Philips Fortimo 2000lm LED module
⁴See 4LFLED & LiteGear compatibility on page 3
⁵LED5/7 housing and voltage must be specified with HDM option.



In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product.
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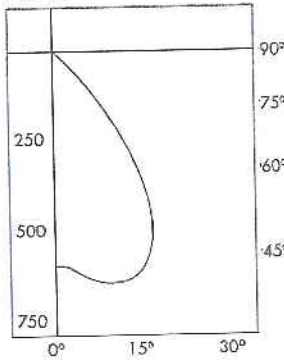
LFR-LED-003

PHOTOMETRIC DATA

DRIVER DATA	LF4LED5 30K	LF4LED5 35K	LF4LED5 40K	LF4LED7 30K	LF4LED7 35K	LF4LED7 40K
Input Voltage	120-277V	120-277V	120-277V	120-277V	120-277V	120-277V
Input Frequency	50/60 Hz	50/60 Hz	50/60 Hz	50/60 Hz	50/60 Hz	50/60 Hz
Input Current	0.146A (120v)	0.156A (120v)	0.137A (120v)	0.30A (120v)	0.28A (120v)	0.28A (120v)
	0.063 (277v)	0.067 (277v)	0.059 (277v)	0.13 (277v)	0.12 (277v)	0.12 (277v)
Input Power	17.3W	18.5W	16.3W	36W	34W	33W
Constant Current Output	200-700mA	200-700mA	200-700mA	200-700mA	200-700mA	200-700mA
Power Factor	≥0.90	≥0.90	≥0.90	≥0.90	≥0.90	≥0.90
THD	<20%	<20%	<20%	<20%	<20%	<20%
EMI Filtering	FCC 47CFR	FCC 47CFR	FCC 47CFR	FCC 47CFR	FCC 47CFR	FCC 47CFR
	Part 15, Class A	Part 15, Class A	Part 15, Class A	Part 15, Class A	Part 15, Class A	Part 15, Class A
Operating Temperature	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C
Dimming	0-10V	0-10V	0-10V	0-10V	0-10V	0-10V
Over-voltage, over-current, short-circuit protected						

LF4LED 4LFLED5 35K

LED Light Engine: 3500K, 80 CRI
System Wattage: 7.3W
Fixture Delivered Lumens: 877
Fixture Efficacy: 51
Spacing Criteria: 1.2



CANDELA DISTRIBUTION		
DEG	CANDELA	LUMENS
0	603	
5	620	60
15	673	9
25	627	287
35	412	253
45	94	78
55	5	6
65	2	1
75	0	0
85	0	0
90	0	0

Test No. 3739

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

ZONAL LUMEN SUMMARY

ZONE	LUMENS	%LUMINAIRE
0-30	538	61.3
0-40	791	90.2
0-60	875	99.8
0-90	877	100.0
90-180	0	0.0
0-180	877	100.0

LUMINANCE DATA IN CANDELA/SQ. METER

Angle in Vertical	Average - 0°
45°	1639
55°	1075
65°	584
75°	0
85°	0

COEFFICIENTS OF UTILIZATION Zonal Cavity Method

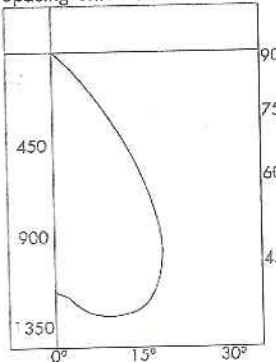
Room Cavity Ratio	% Effective Floor Cavity Reflectance																
	80%		70%		50%		30%		10%								
	70	50	30	10	70	50	30	10	50	30	10						
1	113	110	108	104	111	108	106	104	104	102	101	100	99	98	97	96	95
2	107	102	98	94	105	100	94	93	97	94	91	94	91	89	91	89	87
3	101	94	89	85	99	93	88	84	90	86	83	88	85	82	86	83	80
4	96	88	82	77	94	86	81	77	84	80	76	82	78	75	80	77	74
5	90	81	75	71	89	80	75	70	79	73	70	77	72	69	75	71	68
6	85	76	69	65	84	75	69	64	73	68	64	72	67	64	71	66	63
7	80	71	64	60	79	70	64	59	69	63	59	67	62	59	66	60	58
8	76	66	59	55	75	65	59	55	64	59	55	63	58	54	62	58	54
9	72	62	55	51	71	61	55	51	60	55	51	59	54	51	58	54	50
10	68	58	52	47	67	57	51	47	56	51	47	56	51	47	55	50	47

LF4LED 4LFLED5 35K

Test No. 3739

LF4LED 4LFLED7 35K

LED Light Engine: 3500K, 80 CRI
System Wattage: 32.9W
Fixture Delivered Lumens: 1673
Fixture Efficacy: 50
Spacing Criteria: 1.1



CANDELA DISTRIBUTION		
DEG	CANDELA	LUMENS
0	1170	
5	1242	120
15	1322	375
25	1208	552
35	766	472
45	72	4
55	9	0
65	3	2
75	-	1
85	-	0
90	0	0

Test No. 4149

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

ZONAL LUMEN SUMMARY

ZONE	LUMENS	%LUMINAIRE
0-30	1047	62.6
0-40	1519	90.8
0-60	1670	99.8
0-90	1673	100.0
90-180	0	0.0
0-180	1673	100.0

LUMINANCE DATA IN CANDELA/SQ. METER

Angle in Vertical	Average - 0°
45°	13330
55°	860
65°	389
75°	22
85°	629

COEFFICIENTS OF UTILIZATION Zonal Cavity Method

Room Cavity Ratio	% Effective Ceiling Cavity Reflectance																
	80%		70%		50%		30%		10%								
	70	50	30	10	70	50	30	10	50	30	10						
1	113	110	108	104	111	108	106	104	104	102	101	100	99	98	97	96	95
2	107	102	98	94	105	100	94	93	97	94	91	94	91	89	91	89	87
3	101	94	89	85	99	93	88	84	90	86	83	88	85	82	86	83	80
4	96	88	82	77	94	86	81	77	84	80	76	82	78	75	81	77	74
5	91	82	75	71	89	80	75	70	79	73	70	77	72	69	75	71	68
6	86	76	69	65	84	75	69	64	73	68	64	72	67	64	71	66	63
7	81	71	64	60	79	70	64	59	69	63	59	67	62	59	66	60	58
8	76	66	59	55	75	65	59	55	64	59	55	63	58	55	63	58	54
9	72	62	55	51	71	61	55	51	60	55	51	59	54	51	58	54	50
10	68	58	52	47	67	57	51	47	56	51	47	56	51	47	55	50	47

LF4LED 4LFLED7 35K

Test No. 4149



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PHOTOMETRIC DATA

DIMMING COMPATIBILITY TABLE (VERIFY WITH VENDOR)

Control Manufacturer	Wallbox Dimmer	Power Booster Availability
Douglas Lighting Controls	WPC-5721	
Entertainment Technology	Top Grid T6000FAM/120 (120V) Top Grid Hestsink T6H1600fsn/120 (120V) Oasis DA2000FAM/J (120/277V)	
Henrywell, Inc.	EL731A1010 and EL7315A1009	FL7005A1010
HUNT Dimming	Preset Slider: PS-010-IV-120V and PS-010-WH-120V Preset Slider: PS-010-SW-IV-120V and PS-010-SW-WH-120V Preset Slider: PS-010-IV-277V and PS-010-WH-277V Preset Slider: PS-010-SW-IV-277V and PS-010-SW-WH-277V Preset Slider controls: PD-010, PS-1FC-010-IV and PS-1FC-010-SW-WH-120/277V Preset Slider controls: PD-010, PS-1FC-010-SW-IV and PS-1FC-010-SW-WH-120/277V Remotely mounted unit: PD-010-120V and PD-010-277V	
Lehigh Electric Products Co.	Solitaire	FSX
Leviton Lighting Controls Div.	Leviton Centura Fluorescent Control System IllumaTech™ IP7 Series	CN100 PE300
Lutron Electronics Co., Inc.	Visit www.lutron.com for advice for the latest control information and selection	
PDM Electrical products	WPC-5721	
Stor and Controls	TRE1 with DALI interface port	RT03 DALIint Router
The Watt Stopper, Inc.	LS-4 used with LCD-101 and LCD-103	

wiHUBB®

Fixture comes with a pre-installed In-Fixture Module (1 relay, 0-10V) compatible with the HBA wiHUBB system. Actual dimming requires the selection of 0-10V dimming ballast as well. Consult factory for compatibility with EM fixtures.

Central Inverters

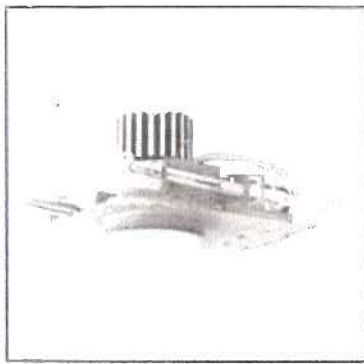
For fixture full light output in back-up mode, Prescolite and Dual-lite have jointly tested the LiteFrame LED with the 100 (LG1) and 250 (LG2) VA LiteGear inverters. (Note: Not for use with integral EM option). For more information on LiteGear go to www.dual-lite.com/resources/litegear_luminaire_loading_chart/



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Hubbell Lighting, Inc.



6" LED Downlight

LF6LED8

20V or 277V
0-10V Dimming

APPLICATIONS:

Liteframe LF6LED is a 6" commercial grade LED downlight that utilizes remote phosphor technology to obtain color consistency, energy savings, and low maintenance costs. 50,000 hours minimum life up to 33°C (90°F) in open plenum applications.

HOUSING:

One-piece 22 gauge non-corrosive steel platform. Pre-wired J-box with snap-on cover for easy access. Snap-in connection from driver compartment allows easy installation of light engine/trim assembly without tools above or below the ceiling and can be upgraded to accommodate technology improvements. Approved for 8 [4 in/4 out] No. 12 AWG conductors rated for 90°C through wiring.

REFLECTOR:

High purity aluminum, Alzak, iridescence suppressed, semi-diffuse reflector. Self-trim standard. Painted white self-trim (WT) available as option.

LED LIGHT ENGINE:

The LF6LED uses the Philips Fortimo DLM LED Module with remote phosphor technology. This technology provides controlled color consistency from fixture to fixture. The system is designed for optimal life and lumen maintenance (50,000 hours at 70% lumen maintenance). Both reflector and light engine assembly are mechanically retained to housing. The light engine comes standard with 80 CRI in all Kelvin temperatures.

LED DRIVER:

The LF6LED utilizes the Philips Fortimo LED Driver specifically designed to optimize efficiency of the Fortimo DLM Module. Driver is designed to match the 50,000 hour minimum life expectancy of the system. Meets UL Class 2, inherent short circuit protection, self limited, overload protected. If critical temperatures are reached on driver or LED module, integrated thermal feedback loop will gradually reduce current to protect system life.

DIMMING:

Comes standard with 0-10V dimming capability. Flicker-free dimming to 10%. See list of compatible dimmers on pg. 2. For sizing of the controls, the dimming circuit requires up to 1mA. Lutron dimming available.

INSTALLATION:

Light commercial bar hangers included. Universal adjustable mounting brackets also accept 1/2" EMT conduit or 1 1/2" or 3/4" lathing channel (by others) or Prescolite 24" bar hangers (B24 or B6). Wall wash orientation may be field adjusted in 90° increments to housing.

CERTIFICATIONS:

CSA certified to US and Canadian safety standards. Suitable for wet locations. Approved for through wiring. Non-IC rated. ENERGY STAR qualified on clear Alzak reflector.

WARRANTY:

5 year warranty. See www.prescolite.com for details.

DATE: _____ TYPE: _____

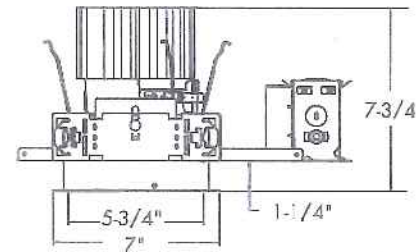
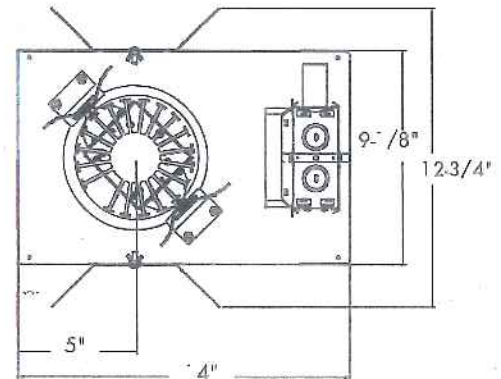
FIRM NAME: _____

PROJECT: _____

LiteFrame



Ceiling Cutout: 6 1/4"
Maximum Ceiling Thickness: 1 1/4"
For conversion to millimeters,
multiply inches by 25.4
Not to Scale



* See page 3 for WW line art

Order housing, reflector, and accessories separately

CATALOG NUMBER:

EXAMPLE: LF6LED8 20 - 6LFLED8 30K

HOUSING	VOLTAGE	OPTIONS	TRIM	LED COLOR TEMP	REF. FINISH	REF. COLOR	REF. OPTIONS	ACCESSORIES
<input type="checkbox"/> LF6LED8 6" High Efficacy LED Housing with 0-10V Dimming to 10%	<input type="checkbox"/> 120 120V <input type="checkbox"/> 277 277V	<input type="checkbox"/> WW ² Wall Wash <input type="checkbox"/> WH ¹ wit IUBB@ Enabled (see page 3) <input type="checkbox"/> HDM Lutron Series A LED driver Hi Lume 3 wire or EcoSystem dimming to 1%	<input type="checkbox"/> 6LFLED8 6" Open Reflector/Light Engine Assembly, 2800 lumen module	<input type="checkbox"/> 30K 3000 Kelvin, 80 CRI <input type="checkbox"/> 35K 3500 Kelvin, 80 CRI <input type="checkbox"/> 40K 4000 Kelvin, 80 CRI	<input type="checkbox"/> Blank Alzak Semi-Diffuse	<input type="checkbox"/> Blank Clear Alzak <input type="checkbox"/> CG Champagne Gold Alzak <input type="checkbox"/> BL Black Alzak <input type="checkbox"/> WE Wheat Alzak <input type="checkbox"/> LW Light Wheat Alzak <input type="checkbox"/> PW Pewter Alzak <input type="checkbox"/> WH ¹ White Paint	<input type="checkbox"/> WT White Trim <input type="checkbox"/> TRG Trim Ring Gasket (factory installed) <input type="checkbox"/> WW ² Wall Wash	<input type="checkbox"/> B24 Set of two(2) 24" bar hangers for T-bar ceilings <input type="checkbox"/> B6 Set of two (2) bar hangers for ceiling joist up to 24" centers <input type="checkbox"/> LFSC6 ³ 6" reflector screw cover <input type="checkbox"/> LG1S ⁴ Dual-Lite 100VA Surface Wall Mount LiteGear Emergency Lighting Inverter <input type="checkbox"/> LG1R ⁴ Dual-Lite 100VA Recessed Wall Mount LiteGear Emergency Lighting Inverter <input type="checkbox"/> LG1T ⁴ Dual-Lite 100VA Recessed Ceiling T-Grid LiteGear Emergency Lighting Inverter <input type="checkbox"/> LG2S ⁴ Dual-Lite 250 VA Surface Wall Mount LiteGear Emergency Lighting Inverter

¹ Requires WT option
² WW option must be selected on both the housing and trim
³ Not compatible with WW
⁴ See LRED & LiteGear Compatibility on page 3



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IFR-LED-010

PHOTOMETRIC DATA

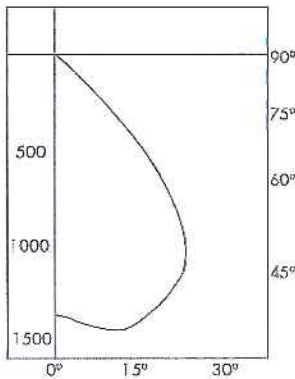
LiteFrame - 6" LF6LED8 Downlight

DRIVER DATA	LF6LED8 30K	LF6LED8 35K	LF6LED8 40K	LF6LED8 277 30K	LF6LED8 277 35K	LF6LED8 277 40K
Input Voltage	120V	120V	120V	277V	277V	277V
Input Frequency	60 Hz	60 Hz	60 Hz	60 Hz	60 Hz	60 Hz
Input Current	0.5A	0.5A	0.5A	0.28A	0.28A	0.28A
Input Power	49W	46W	46W	48W	45W	45W
Constant Current Output	.3-1.0A	.3-1.0A	.3-1.0A	.3-1.0A	.3-1.0A	.3-1.0A
Power Factor	≥0.90	≥0.90	≥0.90	≥0.90	≥0.90	≥0.90
THD	<20%	<20%	<20%	<20%	<20%	<20%
EMI Filtering	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A
Operating Temperature	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C	-20°C to 55°C
Dimming	0-10V	0-10V	0-10V	0-10V	0-10V	0-10V

Over-voltage, over-current, short-circuit protected

* Power consumption and photometric output may vary slightly with HDM driver.

LF6LED8120 6LFLED8 35K
 LED Light Engine: 3500K, 80 CRI
 System Wattage: 48.5W
 Fixture Delivered Lumens: 23'3
 Fixture Efficacy: 47.7
 Spacing Criteria: 1.3



CANDELA DISTRIBUTION

DEG	CANDELA	LUMENS
0	1370	
5	1413	136
15	1490	418
25	1406	647
35	1194	731
45	485	363
55	7	5
65	2	2
75	0	0
85	0	0
90	0	0

ZONAL LUMEN SUMMARY

ZONE	LUMENS	%LUMINAIRE
0-30	1202	52.0
0-40	1933	83.5
0-60	2310	99.9
0-90	2313	100.0
90-180	0	0.0
0-180	2313	100.0

LUMINANCE DATA IN CANDELA/SQ. METER

Angle in Vertical	Average - 0°
45°	40927
55°	728
65°	282
75°	0
85°	0

COEFFICIENTS OF UTILIZATION Zonal Cavity Method

Room Cavity Ratio	% Effective Ceiling Cavity Reflectance																
	80%			70%			50%			30%			10%				
	70	50	30	70	50	30	70	50	30	70	50	30	70	50	30		
1	113	110	107	106	110	108	105	103	104	102	100	100	98	97	96	95	94
2	106	101	97	93	104	99	95	92	98	93	89	93	88	85	89	86	85
3	100	93	87	83	98	92	86	82	89	85	81	86	83	80	84	81	79
4	94	86	78	75	92	84	79	74	82	77	73	80	76	72	78	75	72
5	88	79	72	68	87	78	72	67	76	71	67	74	70	66	73	69	65
6	83	73	65	61	81	72	66	61	71	65	61	68	64	60	68	63	60
7	78	68	61	56	77	67	60	56	66	60	56	64	59	55	63	58	55
8	73	63	55	51	72	62	56	51	61	55	51	60	55	51	59	54	50
9	68	58	52	47	68	58	51	47	57	51	47	56	51	47	55	50	47
10	62	54	48	43	64	54	48	43	52	47	43	52	47	43	51	47	43

Test No. 5170

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

LF6LED8120 6LFLED8 35K

Test No. 5170



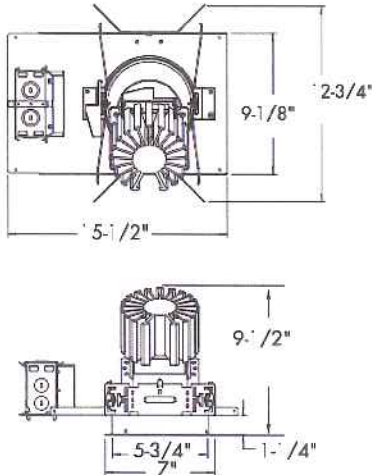
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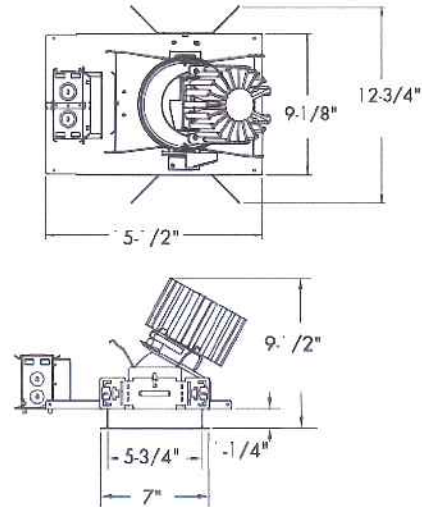
Hubbell Lighting, Inc.

PHOTOMETRIC DATA

STANDARD WALL WASH ORIENTATION



FIELD CONFIGURABLE WALL WASH ORIENTATION



DIMMING COMPATIBILITY TABLE

Control Manufacturer	Wallbox Dimmer	Power Booster Available
Douglas Lighting Controls	WPC 5721	
Entertainment Technology	Tap Slide 16A00FAM120 (120V) Tap Slide Heatsink TGH1500Lam120 (120V) Oasis DA2000FAMU (120/277V)	
Honeywell, Inc.	EL731A1019 and EL7315A1009	EL7305A1010
HuNI Dimming	Preset Slide: PS 010 IV 120V and PS 010 WH 120V Preset Slide: PS-010-3W-IV-120V and PS-010-3W-WH-120V Preset Slide: PS-010-IV-277V and PS-010-WH-277V Preset Slide: PS-010-3W-IV-277V and PS-010-3W-WH-277V Preset Slide, controls FD 010, PS 11C 010 IV, and PS 11C 010 32 WH 120/277V Preset Slide, controls FD 010, PS 11C 010 32 IV, and PS 11C 010 3W WH 120/277V Remoted mounted unit: FD-010120V and FD-010-277V	
Lehigh Electric Products Co.	Solitaire	PBX
Leviton Lighting Controls Div.	Leviton Centura Fluorescent Control System IllumaTech I M IP7 Series	CN100 PC300
Lutron Electronics Co., Inc.	Visit www.lutron.com/advance for the latest control information and selection	
PDM Electrical products	WPC-5721	
Starfield Controls	IR61 with DALI Interface port	RT03 DALI.net Router
The Wall Stopper, Inc.	LS-4 used with LCD-101 and LCD-103	

wiHUBB®

Fixture comes with a pre-installed In-Fixture Module (1 relay, 0-10V) compatible with the HBA wiHUBB system. Actual dimming requires the selection of 0-10V dimming ballast as well. Consult factory for compatibility with EM fixtures.

Central Inverters

For fixture full light output in back-up mode, Prescolite and Dual-lite have jointly tested the LiteFrame LED with the 100 (LG1) and 250 (LG2) VA LiteGear inverters. (Note: Not for use with integral EM option). For more information on LiteGear go to www.dual-lite.com/resources/litegear_luminaire_loading_chart/



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Hubbell Lighting, Inc.

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DRIVE RESULTS

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September 19, 2012

Chris Pirone
City of Portland Fire Department
380 Congress Street
Portland, Maine 04101

Re: Casco Bay Ferry Terminal Improvements, Final Plan Submission

Dear Chris:

Thank you for coordinating the City of Portland Fire Department's review of the Casco Bay Ferry Terminal Improvements project. Woodard & Curran is filing a Level II Site Plan Application with the City of Portland on behalf of the applicant (Casco Bay Island Transit District, 56 Commercial Street, Portland, ME 04101, (207)774-7871) and the architect (Scott Simons Architects, 75 York Street, Portland, ME 04101, (207)772-4656).

The project proposes to renovate the existing Ferry Terminal Building and to construct a 3,000 square foot expansion for a new waiting room. Fire access will remain the same, with the northeast face of the building accessible to fire trucks, and the south west face of the building accessible to the fire boat. A hydrant is located on the northeast side of the building, and it will be relocated slightly to accommodate sidewalk changes. The existing and proposed building is also protected by sprinklers. Enclosed, please find one full size copy of the project plans baand a memo from the architect providing further information on the proposed building expansion's fire protection.

We appreciate your comments and look forward to discussing this project further. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lszett@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

Lauren Swett

Lauren Swett, P.E.
Project Engineer

224974

Enclosures -- Final Site Plan; Fire Protection Memo

cc: Barbara Barhydt, City of Portland

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LS

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Scott Simons Architects
75 York Street
Portland, Maine 04101
phone 207 772 4656
fax 207 828 4656
www.simonsarchitects.com

MEMORANDUM---Fire Protection Narrative

date: Friday, 09.05.12
project: CASCO BAY FERRY TERMINAL 2012-0270
to: City of Portland, Planning Division
to:
from: Austin K Smith Scott Simons Architects
cc: Hank Berg Casco Bay Island Transit District
Nick Mavodones Casco Bay Island Transit District
David Senus Woodard & Curran
Lauren Swett Woodard & Curran
Hank Gierie Allied Engineering
Steve Markiewicz Allied Engineering

subject: Fire Protection Narrative
City of Portland Level II Site Plan Application

Fire Protection System

The existing Casco Bay Ferry Terminal is protected by an automatic sprinkler system. Within the scope of this project, the sprinkler system will be extended to cover all new work. Proposed system will be in full compliance with NFPA 13. Capacity of existing system to service full build out will be confirmed in design phase. Existing Fire Department connection to be reused and upgraded as required.

Design of system to be approved by the Portland Fire Department, Maine State Fire Marshal and other authorities having jurisdiction. After installation, system to be inspected and tested in accordance with NFPA 25.

Fire Alarm System

The fire alarm system shall be upgraded throughout the facility. The system shall be addressable and designed in accordance with NFPA72, NFPA 101, the Americans with Disabilities Act (ADA), and City of Portland technical requirements for fire alarm systems. Alarm initiation shall be by manual pull stations, smoke and heat detectors in selected areas, and by activation of the sprinkler system. Occupant notification shall be a voice evacuation system capable of transmitting pre-recorded messages as well as live announcements by fire department personnel. The fire alarm system shall be monitored in accordance with City of Portland requirements.

project: Casco Bay Ferry Terminal-2012-0270
Outstanding Documents Status.doc

date: 09/05/12



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION
AUGUSTA, ME 04333

DEPARTMENT ORDER
IN THE MATTER OF

CASCO BAY ISLAND TRANSIT DISTRICT)
Portland, Cumberland County)
TERMINAL IMPROVEMENTS)
L-07866-26-S-M (approval))
)
) MINOR REVISION)
) FINDINGS OF FACT AND ORDER)

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of CASCO BAY ISLAND TRANSIT DISTRICT with the supporting data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

PROJECT DESCRIPTION:

A. History: In Board Order #L-007866-26-A-X, dated June 9, 1982, the Board approved the development of a ship repair and overhaul facility for Bath Iron Works (BIW) pursuant to the Site Location of Development Act (Site Law). The facility is located along Commercial Street in Portland. The Department subsequently issued several minor revisions and new permits for the project site under both the Site Law and the Natural Resources Protection Act (NRPA). On December 20, 2001, the Department transferred all Department Orders for the property to the City of Portland, the property's owner.

In Department Orders #L-007866-26-E-N and L-007866-4E-F-N, dated August 20, 2004, the Department approved the development of Phase 1 of the Ocean Gateway project. The Ocean Gateway project included improvements on the former BIW site and improvements to the Casco Bay Island Transit District facility located on the Maine State Pier. In Department Orders #L-007866-26-G-M and L-007866-4E-H-M, dated December 21, 2004, the Department approved the after-the-fact construction of pile dolphins and the replacement of a ramp and floats. Department Orders #L-007866-26-I-M and L-007866-4E-J-M, dated December 21, 2004, approved the removal of 1.06 acres of land from the jurisdiction of the Site Law, the construction of Gate 4 of the Casco Bay Lines Transit District, and the relocation of the receiving station building so that 500 square feet of the building is over the coastal wetland to avoid a sewer main. In Department Orders #L-007866-26-K-M and L-007866-4E-L-M, dated September 14, 2009, the Department approved the construction of a 100-ton mooring bollard on an extension to the Maine State Pier.

B. Summary: The applicant proposes to make improvements to the terminal building that include demolishing the southern (seaward) end of the building to construct a new ticketing office and passenger waiting area. The terminal improvements will expand the building by approximately 3,000 square feet and will occur over existing imperious area. Existing pavement around this end of the building, used for vehicle and pedestrian traffic, will also be renovated.

In addition to the building expansion the applicant is proposing to make improvements to marine structures that include replacement of fender piles, repairs to the transfer bridge for the car ferry, and replacement of breasting and alignment dolphins for the car ferry ship.

The applicant submitted a Natural Resources Protection Act (NRPA) Permit-By-Rule Notification Form (PBR #55197) for the marine structure improvements. These improvements will be constructed in accordance with NRPA Rules, Chapter 305, Section 11, State transportation facilities.

C. Current Use of Site: The project site is located on the Maine State Pier that extends into the Fore River.

2. FINDING:

During the July 26, 2012 with the applicant, the Department determined that treating the stormwater runoff associated with the proposed project was not practicable to meet the General Standards contained in Department Rules, Chapter 500 Section (4)(B)(3)(f). The Department is not seeking off-site mitigation as an alternative for stormwater treatment.

The proposed project is a minor change and will not significantly affect any issues identified during previous Department reviews of the project site.

Based on its review of the application, the Department finds the requested minor revision to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Board Order #L-07866-26-A-X, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing

uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.

C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.

D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

HEREFORE, the Department APPROVES the application of CASCO BAY ISLAND TRANSIT DISTRICT to construct a 3,000-square foot building expansion and other site improvements, as outlined in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

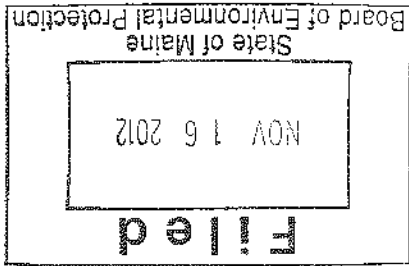
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

- 4. All other Findings of Fact, Conclusions and Conditions remain as approved in Board Order #L-07866-26-A-X, and subsequent orders, and are incorporated herein.

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

DONE AND DATED IN AUGUSTA, MAINE, THIS 16th DAY OF November, 2012.

DEPARTMENT OF ENVIRONMENTAL PROTECTION



BY: Michael Kelly for Patricia W. Aho, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

DEF SITE LOCATION OR DEVELOPMENT (SITE) STANDARD CONDITIONS STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

A. Approval of Variations from Plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.

B. Compliance with All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. Compliance with All Terms and Conditions of Approval. The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

D. Advertising. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

E. Transfer of Development. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.

F. Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

G. Approval Included in Contract Bids. A copy of this approval must be included in or attached to all contract bid specifications for the development.

H. Approval Shown to Contractors. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012

Contact: (207) 287-2811



SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal or final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

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

HOW TO SUBMIT AN APPEAL TO THE BOARD

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

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

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

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

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested

persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 1101; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

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



Neil Donaldson, Planner
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Casco Bay Ferry Terminal Improvements, Additional Information

Dear Neil:

Thank you for providing feedback on the proposed Casco Bay Ferry Terminal Improvements project. Enclosed is a figure with additional information regarding the parking areas, freight areas, and pedestrian access throughout the site. Descriptions of these site components are included below.

Parking

With the proposed site improvements, parking and vehicle access will remain primarily the same as the existing condition with a few minor changes. The following parking areas are shown on the enclosed figure.

- Approximately 100 linear feet of curb line to the northeast of the existing terminal building will be maintained as 5-minute temporary parking.
- The existing curbed island within the paved driveway will be maintained. City and employee parking spaces are located along the northeast side of this island. 275 linear feet of curb line provides for approximately 11 to 13 parallel parking spaces. To the southwest of this island, 475 linear feet of space associated with two queue lanes will remain, providing for flexible parking and vehicle queuing. A third lane of 190 linear feet will continue to be available for delivery vehicles and freight staging.
- A small employee and City parking area is located at the southeastern end of the site. Three parking spaces will be maintained here, with two spaces eliminated for the relocation of a dumpster. This proposed dumpster location will be further discussed with the City.
- Approximately 60 linear feet of new curb line adjacent to the terminal building expansion will be identified as bus drop-off space. Currently, the Metro bus stop sign is located further to the west, near the garage. This sign will be relocated. Future phases of work proposed as part of the facility Master Plan will provide for a separate bus turnaround area. A copy of the previously submitted Master Plan figure is enclosed for your reference.

Pedestrian Access

Pedestrian access will be maintained on concrete sidewalks around the existing terminal building and its expansion. Anticipated pedestrian pathways are shown on the enclosed figure. Pedestrians will have continuous access around the exterior of the entire terminal building, with flush access points to all gates and to the entrance to the adjacent Compass Park. The fence to the southwest of the proposed expansion has been shifted further from the building edge, providing a minimum of 8' of space between the building and the fence. The building will also have doorways that allow through-access in this area.



Freight Changes

There will be minor changes to freight storage space within the terminal building. Approximately 180 square feet of space on the southeastern end of the freight storage shed will be replaced with staff bathrooms. Approximately 100 square feet of space that is currently reserved for pedestrian access will be changed to freight storage. This pedestrian access was necessary with the previous waiting room location, but will not be required with the new waiting room.

An exterior storage space located to the northeast of the terminal building will be eliminated with the proposed expansion. Currently, approximately 600 square feet of space is fenced off, and the space contains ice chests, storage racks, and other materials. The amount of space necessary for this storage is being evaluated, and additional storage space will be identified elsewhere on the pier. These internal discussions are currently ongoing, and additional information will be provided under separate cover.

Site Kern Relocations

In addition to the exterior storage area described above, the project will also require the relocation of a dumpster and an electrical transformer. We understand that these relocations will have an impact on both Casco Bay Ferry Terminal and City of Portland operations. A meeting between the Applicant, the Planning Department, and the Facilities Management Department has been recommended to discuss these relocations. We are happy to help coordinate this meeting to discuss any comments or questions that have come up on the project.

We look forward to discussing this project further. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lsweil@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.
Lauren Swett

Lauren Swett, P.E.
Project Engineer

224974

Enclosures: Figure 1, Site Parking, Pedestrian Access, and Freight Changes
Sheet C-01 Master Plan – Site Improvements

cc: Hank Berg, CBITD
Nick Mavadones, CBITD
Austin Smith, Scott Simons Architects



www.portlandmaine.gov

Public Services Department
Michael J. Bobinsky, Director

30 October 2012

Ms. Lauren Swett, P.E.
Project Engineer,
Woodard & Curran, Inc.,
41 Hutchins Drive,
Portland, Maine 04102

RE: The Capacity to Handle Additional Wastewater Flows, from the Proposed Improvements to the Casco Bay Lines Ferry Terminal, at 56 Commercial Street.

Dear Ms. Swett:

The existing ten-inch cast iron sewer pipe, located at the Maine State Pier, has adequate capacity to transport, while the Portland Water District sewage treatment facility, located off Marginal Way, has adequate capacity to treat, the total anticipated net increase in wastewater flows of 875 GPD, from the proposed Ferry Terminal improvements. The City combined sewer overflow (C.S.O.) abatement consent agreement (with the U.S.E.P.A., and with the Maine D.E.P.) requires C.S.O. abatement, as well as storm water mitigation, in order to offset any increase in sanitary flows, from all projects. If the City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank J. Brancely, B.A., M.A.
Senior Engineering Technician

RJB
CC:

- Jeffrey Levine, Director, Department of Planning, and Urban Development, City of Portland
- Barbara Barbydl, Development Review Services Manager, Department of Planning, and Urban Development, City of Portland
- David Margolis-Pinco, Deputy City Engineer, City of Portland
- Michael Farmer, P.E., Project Engineer, City of Portland
- Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
- Stephen K. Harris, Assistant Engineer, City of Portland
- John Emerson, Wastewater Coordinator, City of Portland
- Rhonda Zazzara, Field Inspection Coordinator, City of Portland
- Jane Ward, Administrative Assistant, City of Portland

Anticipated Net Increase in Wastewater Flows from the Proposed Terminal Improvements:
Total Proposed Net Increase in Wastewater Flows for this Project = 3,500 GPD¹ X 0.25%² = 875 GPD
¹ Highest Recorded Water Usage (August, 2010). ² Estimated Increase Attributable to Terminal Improvements.



FROM SEBAGO LAKE TO CASCO BAY
Portland Water District

November 13, 2012

Woodard & Curran
41 Hutchins Drive
Portland, ME 04102

Attn: Lauren Swett, P.E.
Re: Casco Bay Lines Ferry Terminal Improvements; 56 Commercial Street, Portland
Ability to Serve with PWD Water

Dear Ms. Swett:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on September 19, 2012. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Please note that this letter does not constitute approval of this project from the District. Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

Existing Site Service

According to District records, the project site does currently have existing water service. A 6-inch diameter ductile iron fire service line and two 2-inch diameter copper domestic service lines, located as shown on the attached water service cards, provide water service to this site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

Water System Characteristics

According to District records, there is an 8-inch diameter ductile iron water main on Main State Pier and a public fire hydrant located adjacent to the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Commercial Street at Franklin Street Arterial
POD-HYD00047
Hydrant Number: 4/25/2002
Last Tested: 105 psi
Static Pressure: Not Measured
Residual Pressure: 1,443 GPM
Flow:

Public Fire Protection

It is anticipated that this project will not include the installation of new public hydrants to be accepted into the District water system. The decision to require new hydrants and to determine their locations is

November
Ability to PWD Serve Determination

56 Commercial Street
Portland, ME

solely that of the local fire department. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The ability to serve determination letter noted that the expansion of the Ferry Terminal would result in a proposed peak flow demand of approximately 120 gallons per minute (GPM). The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact the MEANS Division to request a hydrant flow test and we will work with you to get more complete data.

Conditions of Service

The existing services at this site may be used by the proposed development as long as the project team determines that they will provide adequate flow and pressure for the proposed use. If any of the existing services will no longer be used as a result of the development then they must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main (for the 2-inch services) or removing the 6-inch gate valve and capping the tapping sleeve (for the 6-inch service).

The District is agreeable to the proposed public hydrant relocation. Before the hydrant relocation can be approved by the District, the developer must provide a written statement from the Portland Fire Department indicating that they are agreeable to the new location. The existing hydrant swivel tee, must be retired by removing the 6-inch gate valve and capping the tee.

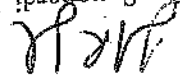
The District has reviewed the Site Layout Plan dated October 15, 2012 and has the following minor comment: The proposed underground electric should be relocated to be a minimum of 6-feet from the water main.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Rico Spugnardi, P.E.

Business Development Engineer





February 15, 2013
Neil Donaldson, Planner
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Casco Bay Ferry Terminal Improvements, Level II Site Plan Application, Response to Comments

Dear Nell:

Thank you for coordinating the review of the Casco Bay Ferry Terminal Improvement project. We received your review letter dated November 15, 2012. On November 19, 2012, Woodard & Curran, Scott Simons Architects, and Casco Bay Island Transit District met with City of Portland representatives to discuss the project. That meeting was helpful to our efforts of continuing to refine the project plans and address City staff comments. Since that time, we have been working through the process of reviewing and resolving building setback requirements with the Zoning Administrator and Zoning Board of Appeals. Having a resolution to the zoning questions, we are prepared to address the staff comments received in November.

We provide the following responses to each of the comments provided for the project. For reference, we have included the original comments in italics, with our responses following each comment.

Staff Review Comments for Level II Preliminary Plan

1. Transportation Standards

a. Impact on Surrounding Street Systems

No comments at this time.

b. Access and Circulation

- There are questions regarding internal circulation on the site. In general, Tom Errico writes, *There are components of the master plan that I believe would serve the site well if implemented. These include enhancements to pedestrian facilities on the circulatory roadway and provision of the suggested bus stop location.*

As was discussed at the November 19 meeting, the current project includes only the first phase of the Master Plan. The remaining Master Plan work will be completed once funding can be obtained. There will be minimal changes to circulation and parking as a result of this project, but there will be some improvement with the creation of a new bus drop off location that will be separate from temporary parking along the terminal building.

- Mr. Errico also notes the following regarding the internal circulation system, *The circulatory roadway has dimensions that do not meet city standards. The applicant should formally request waivers from the City's technical standards. Given the unique site operations, waivers seem to make sense. The applicant should provide dimensions for all traffic areas entering and exiting the area, as well as parking areas.* As was discussed at the November 19 meeting, traffic circulation through the site will not be changed as a result of this project. Throughout the one way circulatory driveway, at least 20 feet of width will be provided for vehicular access in any one direction, not including the widths of temporary vehicle and bus parking and vehicle

queuing lanes. Section 1.7.2 of the City of Portland Technical Manual addresses driveway design for Commercial and Industrial sites. According to this standard, the minimum driveway width for a one-way driveway is 12 feet. The existing driveway widths exceed this requirement.

- 100 linear feet of curb area is proposed for car drop-off and pick-up, all of which is located opposite a cargo door from the main entrance to the new facility. This means that pedestrians exiting their vehicles will cross the cargo loading area in order to access the ticket area. While this may not be prevented under the existing site constraints, efforts should be made to ensure safety in this high-traffic area.

As was discussed at the November 19 meeting, the site currently operates with intermixed pedestrian and freight activity. In the past, the option of constructing a separate freight shed on the Maine State Pier had been investigated, but the cost was too great to make the project feasible. This proposed project will improve the interaction between pedestrians and freight internal to the building by providing better separation of the passengers from freight services. Passengers will no longer be able to walk through the internal freight storage area to access the waiting room or gate areas. Exterior to the building, passenger circulation and freight movement will not be changed. The same level of operations management will be maintained to ensure pedestrian safety at the site.

- Please identify freight drop-off areas on the revised plans. Similarly it is noted that identification of additional exterior freight area, to offset the loss of 660 SF of exterior storage at the location of the proposed addition, will be provided under separate cover. A location which minimizes conflicts with pedestrians and cars should be sought.

Freight drop-off areas will not change as a result of this project. The existing internal freight areas and the queue lanes available for freight staging will remain the same as shown on the figure provided on October 25, 2012. The 660 square foot exterior storage area will be eliminated. This area is currently used to store a variety of items, including empty containers. The facility will be managing operations to reduce the amount of empty containers stored on the site. The remaining containers will be stored in the existing interior freight area, or staged in the freight lane within the driveway area. Other items from within this eliminated space will be removed from the site or redistributed within the interior freight area.

- In conversation with facilities personnel from the city, preserving vehicular and pedestrian access to the transit shed and public landing on the east side of the Maine State Pier arise as critical issues. Access to three free lanes on the east side of the pier must be retained. The proposed dumpster location creates a hindrance in this regard.

The dumpster location was discussed with Bob Leeman at the November 19 meeting. It was determined that the proposed location would be acceptable, however the dumpster has been rotated as discussed to reduce the impact on parking and operations.

- On visits to the site during cruise ship days, traffic conflicts on the pier have been observed. Mr. Errico notes, The applicant should provide information on how the site accommodates all users including taxis during cruise ship events. Although I am not



requesting it at this time, the need for vehicle turning templates may be needed as part of the review.

As discussed at the November 19 meeting, the ferry terminal site is not intended to be used to queue taxis for cruise ships. The ferry terminal staff does try to work with the City to manage taxi traffic on the site when it becomes necessary. This project will not change circulation and parking at the facility, and will not be making any changes to accommodate taxis during cruise ship events.

- Likewise, access to Compass Park should not be negatively impacted by the project. As proposed, protected pedestrian access is provided via the sidewalk on the east side of the building. The existing crosswalk from the building's edge to Compass Park should be retained and realigned, as necessary.

Access to Compass Park will be maintained. A continuous concrete sidewalk will be located along the eastern side of the building. A cross walk will be painted across the building's existing freight entrance. Pedestrians will be able to use the sidewalk to access the waiting room at the end of the building. Compass Park will be accessible from the sidewalk, with handicap access available by way of the flush curbing at the pedestrian gate opposite Gate 5. As shown on the plans, pavement striping will be utilized in the area between the waiting room entrance, Gate 5, and the Compass Park entrance ramp, denoting pedestrian access in this area.

- Also in terms of pedestrian circulation, Mr. Enrico writes of the west side of the building, The applicant should provide supporting information documenting the adequacy of the sidewalk width on the west side of the terminal building given the heavy pedestrian volume walking through this area.

The proposed 8' pedestrian accessible width to the west of the building is consistent with the space that is currently provided for pedestrian access in this area. In addition, the pedestrian way will lead directly to sliding doors that allow pedestrians to pass through the building in this area. With the relocation of the waiting room from the center of the building to the south end of the building, the flow of pedestrians is expected to change. In the current condition, ticketed passengers exit the waiting room and use the lane along the west edge of the building to access gates and wait for their boats. In the proposed condition, pedestrians will use this space more as flow-through access to gates and Commercial Street and less as a standing, waiting area. The waiting room and area south of the building will provide more space to wait for boats.

- Al Palmer, the city's consulting civil engineer, asks, Are there any concerns over differential movement due to frost between the vertical granite curb and the Portland Cement concrete sidewalk?

Differential movement between the vertical granite curb and the Portland cement concrete sidewalk has not historically created an issue at the site. The existing sidewalk with granite curb constructed over fill remains in good condition without differential settlement due to frost heaving. The project will be utilizing lightweight geotam fill underneath the building and the adjacent sidewalk, further protecting the area from frost.

- It is noted that a construction management plan has not been provided. When the plan is developed it should address the following concern from Al Palmer, it appears that all of the existing bituminous pavement will be removed between the existing





island and the Terminal Building. How will traffic that normally uses this area be accommodated during construction?

The Terminal Building will remain open during construction, and the contractor will be required to maintain vehicle and pedestrian access through the site. This may require sequencing of excavation and pavement removal. During a portion of construction, the driveway will be a gravel surface, and the contractor will be responsible for managing dust generated by traffic on this surface. The contractor will be responsible for developing the construction management plan for the site. The construction management plan will be provided to the City for review.

c. Public Transit Access

No comments at this time

d. Parking

There are some questions with regard to existing employee parking. Employee numbers, as well as annotation regarding the location of their parking, should be provided. Tom Errico writes, The applicant should provide information on employee parking and how parking is accommodated on site.

Parking at the site will not be significantly changed as a result of this project. A mix of employee and City parking will be maintained along the curbed island located in the driveway area. The queue lanes will also be available for flexible parking. The project will not result in a change of use or addition of staff at the facility. The only elimination of parking will be at the proposed dumpster location, where approximately two informal City parking spaces will be eliminated. It is not anticipated that this will cause any impact to employee parking. The existing employee parking options currently work for the facility, and nearby garage parking is also available for situations when additional parking is required.

Staff have observed heavy use of the existing bike parking on site, and recommends additional bike racks.

Existing bicycle parking will be maintained at the site. A bicycle rack with space for sixteen bicycles is located near the Gate 2 ramp, and a variety of bicycle racks with space for 28 bicycles are available to the west of the terminal building next to the parking garage. At this time, no changes are proposed to bicycle parking on the site. The addition of bike racks will be evaluated further in the next phase of improvements at the terminal building.

e. Transportation Demand Management (TDM)

N/A

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

No comments at this time.

b. Landscaping and Landscape Preservation

Jeff Tarring, the city's arborist, writes, I have reviewed the proposed expansion project at Casco Bay Lines and would request as a condition that one tree be planted to replace the existing Red Maple in the vicinity of the Maine State Pier entrance.





There could be space for shrub planting using native Bayberry if the location for the shade tree is unavailable.

We have included a Red Maple on the plans within the existing grassed area near the entrance to Compass Park. We've also included notes on the plans for the Contractor to coordinate with the City on both the removal of the existing tree and the installation of the new tree.

c. *Water Quality, Storm Water Management and Erosion Control*

Al Palmer, consulting civil engineer writes, "For a project requiring a Site Location of Development Law permit that includes redevelopment of existing impervious area that was in existence as of November 16, 2005 (the effective date of Chapter 500 revisions), redevelopment of that impervious area is required to meet the general standards to the extent practicable as determined by the department. If the department determines that it is not practicable to make significant progress towards meeting the general standards for the redeveloped impervious area, the department may require off-site mitigation within the same watershed as an alternative for stormwater treatment. The requirements of Appendix D must still be met, if applicable. The Applicant has stated that the DEP had determined that additional stormwater management would not be required. However, the Applicant has not presented any information as to whether it is practicable to meet the General Standard to meet the City Standards."

It is our understanding that the project is being reviewed by the City of Portland for Chapter 5 Stormwater Management Standards and Maine DEP Chapter 500 stormwater standards, which require compliance with the General Standard for any increase in impervious area or developed area on the site. The proposed project will not result in an increase in impervious or developed area, and therefore is not required to provide stormwater quality treatment.

When a project is subject to Maine DEP Site Location of Development Act (SLODA), it is required to meet the General Standard for new impervious area and redeveloped impervious area. The project will be redeveloping impervious area, changing approximately 3,000 square feet of bituminous and concrete pavement to building roof. This project has an existing SLODA permit through the Maine DEP, and as the property is owned by the City of Portland, it is not being reviewed under the City's delegated review authority.

The project has been reviewed and approved by the Maine DEP, and a minor revision to the previous SLODA permit has been issued. A copy of this permit is included.

The redevelopment of pavement into roof will result in a small improvement to stormwater quality. Research has shown that pavement has a higher pollutant load than building roofs. This was the rationale utilized by Maine DEP in providing its determination that the project is acceptable without the need for providing additional stormwater quality treatment. The Maine DEP also acknowledged the small size of the redevelopment area.

3. *Public Infrastructure and Community Safety Standards*

a. *Consistency with Master Plans*

The proposed expansion is consistent with the city's master plan.



No response necessary.

b. Public Safety and Fire Prevention

- All construction shall comply with City Code Chapter 10
- All construction shall comply with City Code Chapter 10.

• Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. Contact Michelle Sweeney at 874-8682 for further information.

No address change is being proposed for the site.

- 2009 NFPA 1 18.2.3.4.1 Dimensions – Fire Department access roads shall have an unobstructed width of not less than 20 ft; Fire Department Access roads shall have an unobstructed vertical clearance of not less than 13 ft 6 in.

All dimensional requirements have been met.

- 18.3 Water Supplies and Fire Hydrants, 18.3.4.1 Clear Space Around Hydrants – A 3 ft clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved; Fire Department Connections shall not be located where large diameter hose may block egress; Private fire mains and fire hydrants shall be maintained, tested, and painted in accordance with Fire Department Regulation

([http://www.portlandmaine.gov/fireprevention/driversandregulations.p](http://www.portlandmaine.gov/fireprevention/driversandregulations.pdf)
df).

All dimensional requirements have been met.

- 2009 NFPA 1 28.2 Marine Terminals, Piers, and Wharves – Reminder to include this in the code analysis which will direct one to NFPA 307.

A code analysis has been completed for the project, and a summary of code compliance for fire protection was included with the September 9, 2012 Site Plan Application. Further review of the code, including the Marine Terminals, Piers, and Wharves code referenced above, indicates that the project will be in compliance with all required codes.

c. Availability and Adequate Capacity of Public Utilities

• The city's Department of Public Services has no comments at this time.

- It appears that the proposed placement of the transformer conflicts with the site master plan. Ultimately, the location chosen for the transformer should be consistent with the long term plan. This holds for the dumpster location as well.

A new transformer location has been identified on the plans. The transformer will now be located between the terminal building and the garage

4. Site Design Standards

a. Massing, Ventilation and Wind Impact

No comments at this time.

b. Shadows

No comments at this time.



c. *Snow and Ice Loading*
 Snow storage areas should be depicted on the plan.

Snow storage on the site will not change. We have identified two locations that are currently utilized for snow storage on the plans. As part of the lease agreement for the site, the City has the option to manage snow on the driveway and parking area north of the terminal building. The City currently utilizes the small grass area to the east of the driveway to store snow. In larger storms, we understand that the City will push snow off of the Casco Bay Ferry Terminal site, further onto the Maine State Pier. The Casco Bay Island Transit District manages snow on the pier east of the terminal building. Following larger storms, snow is stored on the southeastern corner of the pier.

d. *View Corridors*

N/A

e. *Historic Resources*

N/A

f. *Exterior Lighting*

A lighting plan, indicating any new or moved exterior lights and accompanying photometric data, should be provided for final review.

One light pole is being eliminated, and no new exterior pole mounted lighting is proposed for the site. A photometric plan is being developed and will be forwarded to the City.

g. *Noise and Vibration*

No comments at this time.

h. *Signage and Wayfinding*

No comments at this time.

i. *Zoning Related Design Standards*

See discussion below.

Zoning Appeal

The Applicant has been in discussions with the zoning administrator with regards to the pier edge setback requirements for the site. The current Eastern Waterfront Port Zone dimensional requirements call for a 25-foot setback from a pier edge. The building expansion has been proposed with a setback of 22 feet to utilize existing structural support systems. An application was submitted to the Zoning Board of Appeals; however, it has now been determined by the Zoning Administrator that the existing building is a legally non-conforming structure, and that the proposed building can be constructed within the legal non-conforming setback. The appeal to the Zoning Board was tabled, and is being withdrawn. A copy of the zoning administrator's determination is enclosed.

Additional Permitting

Since submitting our Site Plan application to the City, we have received additional permits for the project.





- NEPA Categorical Exclusion – The project is being funded by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The Federal Transit Administration has reviewed the project, and a copy of their determination on Categorical Exclusion is enclosed.
- NRPB PBR – The project qualifies for a Natural Resource Protection Act Permit By Rule under the Maine Department of Environmental Protection's (DEP) Chapter 305 regulations. Section 11 of this chapter applies to state transportation facilities. The Maine DEP has determined that due to the project's funding oversight from the Maine Department of Transportation, the project qualifies for a permit by rule under this section. An NRPB Permit By Rule as been submitted to Maine DEP. The 14-day review period has passed, and the permit approval is in place. A copy of the application form is enclosed.

- SLOD Minor Revision – A Site Location of Development Act permit exists for the project site. Due to the minimal impact of the proposed work, the DEP has indicated that only a SLOD Minor Revision is necessary. The Maine DEP's approval of the SLOD minor revision is enclosed.
- Army Corps – A Category 1 notification for the Maine General Permit was submitted for the project. The 14-day review period has passed, and the permit approval is in place. A copy of the application form is attached. In addition, a request for a minor revision to a previous Army Corps permit in place for the site was requested for work that is being done on the surface of the marine supported pier. The Army Corps has reviewed the application and will be issuing the permit modification. We will forward the final documentation when it is available.

We look forward to discussing this project further. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lsweitt@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.

Lauren Sweitt, P.E.

Project Engineer

224974

Enclosures

cc:

Hank Berg, CBITD

Nick Mavodones, CBITD

Austin Smith, Scott Simons Architects



MEMORANDUM

To: FILE

From:

Subject: Application ID: 2012-601

Date: 2/1/2013

Comments Submitted by: Marge Schmuckal/Zoning on 2/1/2013

On 1/17/2013 the Zoning Board of Appeals reviewed the request for a variance for the setback of 22' instead of the currently required 25' in the EWPZ. The Board first voted in agreement with my memo that the roof line because of its height would not have to meet the 25' setback to the pier edge. The Board did not vote on the other portion of the appeal. One Board member stated that he did not think this was even an appeal. He thought it would be legally nonconforming. The appeal was tabled.

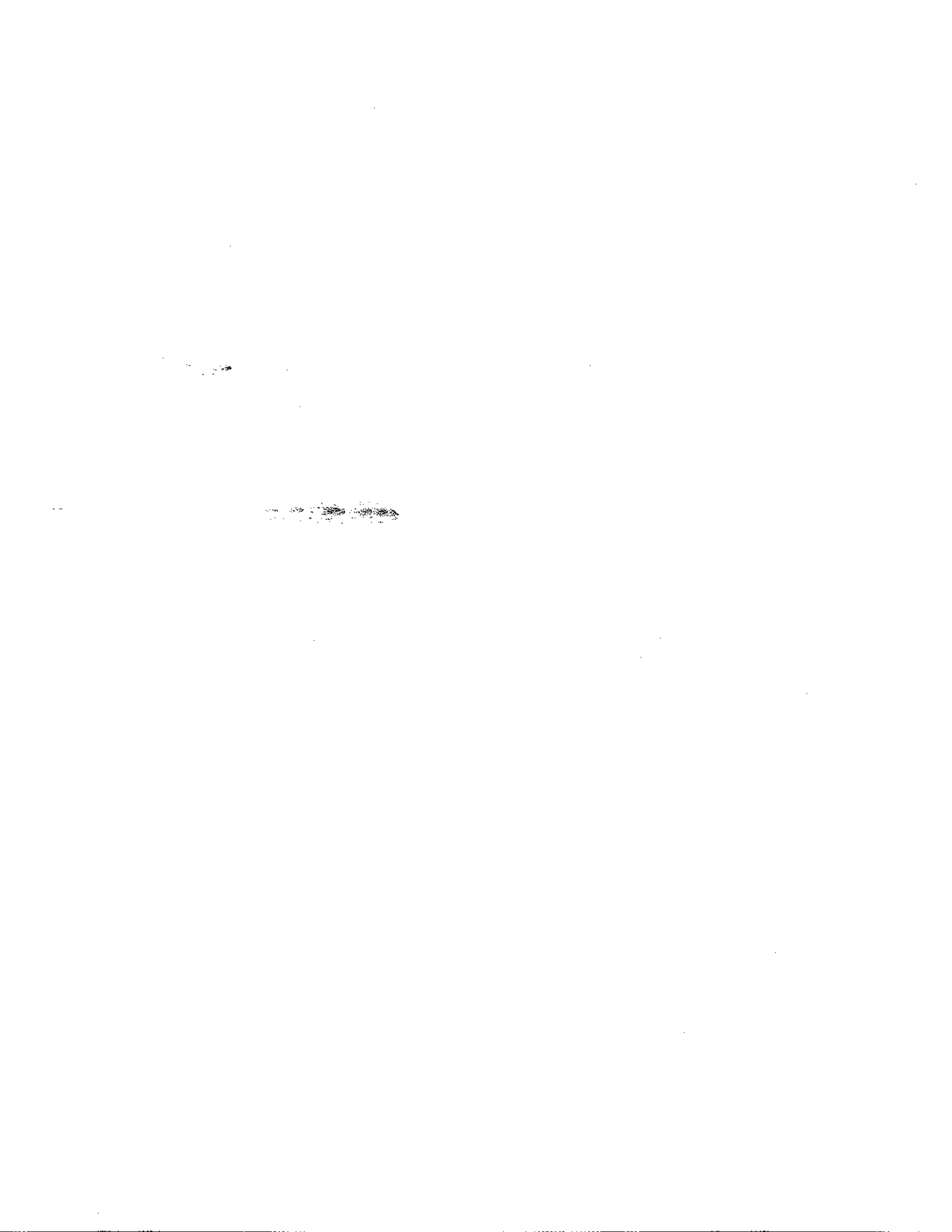
On 1/24/2013 I met with Austin Smith of Simon Architects and Peter Plumb of Murray Plumb and Murray. Austin had the original plans of the building when it was first built. He showed me that the supports that held up the existing building are the same supports that will be holding up the new building from the piers under the decking to upward and supporting the roof. They are the same in support then and now. They were able to get me an overlay of the proposed building on the original building plans. They match. There are no changes to the location of those supports. Therefore, I have concluded that the current structure is legally nonconforming for the setback. And that there are rights to rebuild within that legal nonconforming setback if done within one year. And further more I have determined that the proposed structure and project is in compliance with the Land Use Zoning Ordinance.

It is noted that DEP was notified of the appeal because it is within the Shoreland Zone. DEP gave tacit approval by not negatively responding prior to the appeal date.

The project will still need to supply an Elevation Certificate in compliance with Floodplain regulations at the time of permit application. They must verify that the first floor elevation is at least 2 feet above the elevation of 9.6 NGVD as listed in the Flood Insurance Study promulgated by the Federal Emergency Management Agency for the City of Portland, or a minimum of 11.6 NGVD.

My review indicates that the rest of the EWPZ requirements are being met. Separate permits shall be required for any new signage.

Marge Schmuckal





U.S. Department
of Transportation
Federal Transit
Administration

REGION I
Connecticut, Maine,
Massachusetts,
New Hampshire,
Rhode Island, Vermont
Volve Center
55 Broadway, Suite 920
Cambridge, MA 02142-1093
617-494-2056
617-494-2865 (fax)

DEC 12 2012

Mr. Hank Berg
General Manager
Casco Bay Island Transit District
P.O. Box 4656
Portland, ME 04412

RE: Re-evaluation Casco Bay Island Intermodal/Freight Handling Facility
Categorical Exclusion

Dear Mr. Berg:

The Federal Transit Administration (FTA) has reviewed the Casco Bay Island Transit District's (CBITD) request for a re-evaluation of the Categorical Exclusion (CE) issued on July 21, 2005 for the Casco Bay Island Intermodal/Freight Handling Facility.

FTA issued a CE to CBITD for the project for the purpose of undertaking improvements to the intermodal facility, located on the Maine State Pier. Project elements included construction of a detached freight handling operations building near the entrance to the adjacent public pier; site improvements to enhance vehicle and pedestrian access and safety; and construction of a new gate 4. As of December 2012, the only major component of the 2005 project that has been completed was the construction of Gate 4.

Since issuance of the CE, CBITD has made minor revisions to the scope, primarily regarding the non-transit elements of the project funded by the Federal Highway Administration (FHWA). FTA has reviewed the revised project scope at the request of FHWA, consisting of the following minor changes:

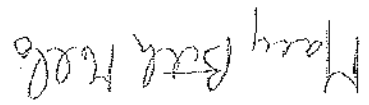
- Relocation of the proposed detached freight building to a 4,874 square foot addition to the existing intermodal facility, including interior redesign necessary to maximize transit operations.
- Repair of the transfer bridge for the car/passenger ferry, and removal, repair, and repainting of the pontoon that supports the transfer bridge.
- Replacement of breasting and alignment dolphins for the car/passenger ferry slip.

On November 27, 2012, Maine State Historic Preservation Officer (SHPO) David Gardner determined that the revised project scope will have "no adverse effect" on architectural or archaeological resources. In accordance with the Section 106 Programmatic Agreement (stipulation 2-B) dated October 27, 2004, FTA concurs that the revised project scope will have no adverse effect. Also, FTA has determined that Section 4(f) requirements are not applicable since the revised project scope will not use Section 4(f) resources.

~~As a result of our evaluation of the impacts associated with the refined project scope and in accordance with 23 CFR § 771.229, FTA finds that the requirements issued July 2, 2008 to CH&D remains valid.~~

The FTA looks forward to continuing to work with CBITD on this important transit improvement.

Sincerely,



Mary Beth Mello
Regional Administrator

Co: Hank Berg, CBITD
Cassandra Chase, RHWA

DEPARTMENT OF ENVIRONMENTAL PROTECTION
 PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Chapter 305)

PLEASE TYPE OR PRINT IN BLACK INK ONLY

Name of Applicant: Casco Bay Island Transit District, do Hank Berg, General Manager & Nick Mavedonas, Operations Manager		Name of Agent: Woodard & Curran, c/o Lauren Swett, P.E. Project Engineer	
Applicant Mailing Address: PO Box 4656 Portland		Agent Phone # (include area code): (207)774-2112	
Town/City: Portland		PROJECT Information Name of Town/City: Portland	
State and Zip code: Maine 04112-04656		Name of Wetland or Waterbody: Fore River/Casco Bay	
Daytime Phone # (include area code): (207)774-7871		Map #: 444	Lot #: A1
Detailed Directions to Site: On I-295, take exit 7 onto Franklin St. (from south turn right, from north merge) and travel approximately 0.8 miles. At the intersection with Commercial St. go straight through the intersection onto the Maine State Pier.			
Description of Project: Proposed work will include renovations and expansion of the ferry terminal building and marine improvements including replacement of fender piles, repair of a vehicle transfer bridge, and replacement of dolphins around the existing car ferry slip.		Part of a larger project? (check one) → <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
After the Fact? (check one) → <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Check one → This project <input checked="" type="checkbox"/> does (or) <input type="checkbox"/> does not involve work below mean low water (average low water). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PERMIT BY RULE (PBR) SECTIONS: (check at least one)
 I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, have read and will comply with all of the standards in the Sections checked below.

- Sec. (2) Act. Adj. to Protected Natural Res.
- Sec. (3) Intake Pipes
- Sec. (4) Replacement of Structures
- Sec. (5) REPEALED
- Sec. (6) Movement of Rocks or Vegetation
- Sec. (7) Outfall Pipes
- Sec. (8) Shoreline stabilization
- Sec. (9) Utility Crossing
- Sec. (10) Stream Crossing
- Sec. (11) State Transportation Facil.
- Sec. (12) Restoration of Natural Areas
- Sec. (13) F&W Creation/Enhance/Water Quality Improvement
- Sec. (14) REPEALED
- Sec. (15) Public Boat Ramps
- Sec. (16) Coastal Sand Dune Projects
- Sec. (17) Transfers/Permit Extension
- Sec. (18) Maintenance Dredging
- Sec. (19) Activities in/on/over significant vernal pool habitat
- Sec. (20) Activities in existing dev. areas located in/on/over high or moderate value inland waterfowl & wading bird habitat or shorebird nesting, feeding & staging areas

I have attached the following required submittals. NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE

NECESSARY ATTACHMENTS:

- Attach a check for \$65 made payable to: "Treasurer, State of Maine".
- Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- Attach Proof of Legal Name. If applicant is not an individual or municipality, provide a copy of Secretary of State's registration information (available at <http://lics.info.maine.gov/nel-sos-lics/crs?MainPage=X>)
- Attach photos of the proposed site where activity will take place as outlined in PBR Sections checked above.
- Attach all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.
 By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant:	Date:
	10/11/12

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. Work carried out in violation of any standard is subject to enforcement action.

PBR #	FP	Date	Acc. Date	Def. Date	After Photos
OFFICE USE ONLY	CK#		Staff	Staff	
AUGUSTA DEP 17 STATE HOUSE STATION AUGUSTA, ME 04333-0017			BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401		
POR TLAND DEP 312 CANCO ROAD POR TLAND, ME 04103			PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769		
(207)287-3901			(207)941-4670		(207)764-0477



STATE OF MAINE
Department of Environmental Protection

PATRICIA W. AHO
COMMISSIONER

PAUL R. LEPAGE
GOVERNOR

November 2012

Casco Bay Island Transit District
Post Office Box 4656
Portland, Maine 04112-4656
ATTN: Hank Berg

RE: Site Location of Development Act Permit Application, Portland, DEP #L-07866-26-S-M

Dear Mr. Berg:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit or thoughts on how the Department processed this application please get in touch with me directly. I can be reached at (207) 822-6300 or at robert.l.green@maine.gov

Sincerely,

Robert L. Green, Jr., Project Manager
Division of Land Resource Regulation
Bureau of Land & Water Quality

per: File

Augusta
17 State House Station
Augusta, Maine 04333-0017
(207) 287-7688 FAX: (207) 287-7826
Ray Bldg., Hospital St
WEB SITE: WWW.MAINE.GOV/DEP

BANGOR
106 HOGAN ROAD
BANGOR, MAINE 04101
(207) 911-1570 FAX: (207) 911-1584

PORTLAND
312 CASCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

RESQUE ISLE
1331 CENTRAL DRIVE, SKYWAY PARK
RESQUE ISLE, MAINE 04769-2094
(207) 761-0177 FAX: (207) 761-3143



DEPARTMENT ORDER
 IN THE MATTER OF

CASCO BAY ISLAND TRANSIT DISTRICT)
 Portland, Cumberland County)
 TERMINAL IMPROVEMENTS)
 L-07866-26-S-M (approval))
)
) MINOR REVISION)
) FINDINGS OF FACT AND ORDER)

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of CASCO BAY ISLAND TRANSIT DISTRICT with the supporting data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

I. PROJECT DESCRIPTION:

A. History: In Board Order #L-007866-26-A-X, dated June 9, 1982, the Board approved the development of a ship repair and overhaul facility for Bath Iron Works (BIW) pursuant to the Site Location of Development Act (Site Law). The facility is located along Commercial Street in Portland. The Department subsequently issued several minor revisions and new permits for the project site under both the Site Law and the Natural Resources Protection Act (NRPA). On December 20, 2001, the Department transferred all Department Orders for the property to the City of Portland, the property's owner.

In Department Orders #L-007866-26-E-N and L-007866-4E-F-N, dated August 20, 2004, the Department approved the development of Phase 1 of the Ocean Gateway project. The Ocean Gateway project included improvements on the former BIW site and improvements to the Casco Bay Island Transit facility located on the Maine State Pier. In Department Orders #L-007866-26-G-M and L-007866-4E-H-M, dated December 21, 2004, the Department approved the after-the-fact construction of pile dolphins and the replacement of a ramp and floats. Department Orders #L-007866-26-I-M and L-007866-4E-J-M, dated December 21, 2004, approved the removal of 1.06 acres of land from the jurisdiction of the Site Law, the construction of Gate 4 of the Casco Bay Lines Transit District, and the relocation of the receiving station building so that 500 square feet of the building is over the coastal wetland to avoid a sewer main. In Department Orders #L-007866-26-K-M and L-007866-4E-L-M, dated September 14, 2009, the Department approved the construction of a 100-ton mooring bollard on an extension to the Maine State Pier.

B. Summary: The applicant proposes to make improvements to the terminal building that include demolishing the southern (seaward) end of the building to construct a new ticketing office and passenger waiting area. The terminal improvements will expand the building by approximately 3,000 square feet and will occur over existing impervious area. Existing pavement around this end of the building, used for vehicle and pedestrian traffic, will also be renovated.

In addition to the building expansion the applicant is proposing to make improvements to marine structures that include replacement of fender piles, repairs to the transfer bridge for the car ferry, and replacement of breasting and alignment dolphins for the car ferry slip.

The applicant submitted a Natural Resources Protection Act (NRPA) Permit-By-Rule Notification Form (PBR #55197) for the marine structure improvements. These improvements will be constructed in accordance with NRPA Rules, Chapter 305, Section 11, State transportation facilities.

C. Current Use of Site: The project site is located on the Maine State Pier that extends into the Fore River.

2. FINDING:

During the July 26, 2012 with the applicant, the Department determined that treating the stormwater runoff associated with the proposed project was not practicable to meet the General Standards contained in Department Rules, Chapter 500 Section (4)(B)(3)(f). The Department is not seeking off-site mitigation as an alternative for stormwater treatment.

The proposed project is a minor change and will not significantly affect any issues identified during previous Department reviews of the project site.

Based on its review of the application, the Department finds the requested minor revision to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Board Order #L-07866-26-A-X, and subsequent orders.

BASHD on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing

uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.

C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.

D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

HEREFORE, the Department APPROVES the application of CASCO BAY ISLAND TRANSIT DISTRICT to construct a 3,000-square foot building expansion and other site improvements, as outlined in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

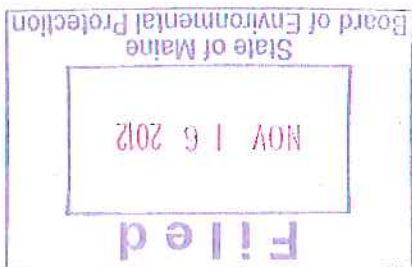
4. All other Findings of Fact, Conclusions and Conditions remain as approved in Board Order #1-07866-26-A-X, and subsequent orders, and are incorporated herein.

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

DONE AND DATED IN AUGUSTA, MAINE, THIS 16th DAY OF November, 2012.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: Michael Keenan for Patricia W. Aho, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...
RLG/L07866SM/ATS#75199

DSP SITE LOCATION OF DEVELOPMENT (SITE) STANDARD CONDITIONS STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

A. Approval of Variations from Plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.

B. Compliance with All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. Compliance with All Terms and Conditions of Approval. The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

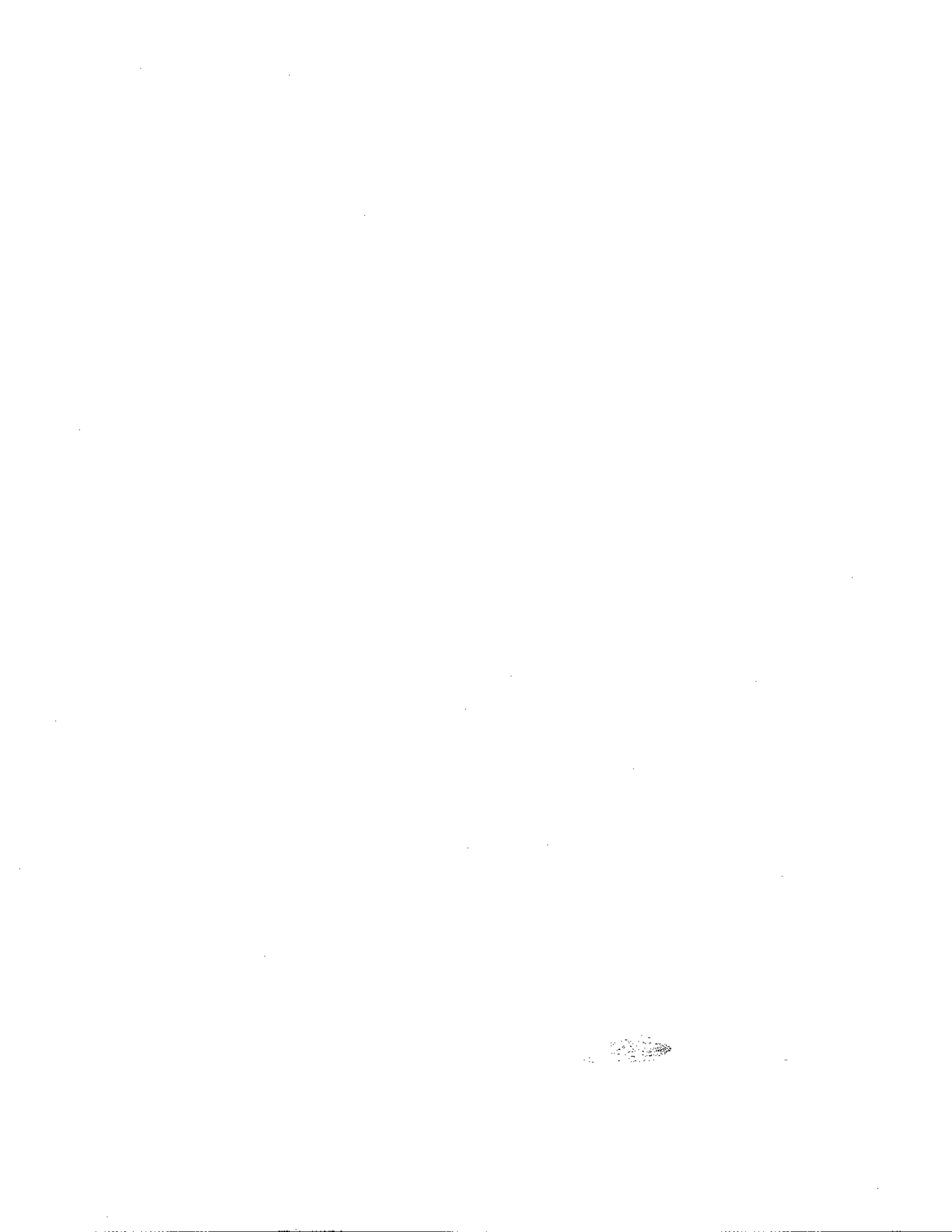
D. Advertising. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

E. Transfer of Development. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.

F. Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

G. Approval Included in Contract Bids. A copy of this approval must be included in or attached to all contract bid specifications for the development.

H. Approval Shown to Contractors. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.





DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012
Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal or final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

THIS INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

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

HOW TO SUBMIT AN APPEAL TO THE BOARD

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



WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

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

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

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested



persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

11. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

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



US Army Corps of Engineers & New England District

Appendix B: Category 1 Notification Form (for all Inland and Navigable Water Projects in Maine subject to Corps jurisdiction)

Two (2) weeks before work commences, submit this to the following mailing address or complete the form at www.nae.usace.army.mil/leg, "State General Permits," "Maine." Call (207) 623-8367 with any questions.

Maine Project Office

U.S. Army Corps of Engineers

New England District

675 Western Avenue #3

Manchester, Maine 04351

Permittee: Hank Berg, General Manager, and Nick Mavodones, Operations Manager, Casco Bay Island Transit District

Address, City, State & Zip: P.O. 4656, Portland, Maine 04112-04656

Phone(s) and Email: (207)774-7871, hankb@cascobaylines.com; nickm@cascobaylines.com

Contractor: TBD

Address, City, State & Zip:

Phone(s) and Email:

Consultant/Engineer/Designer: Woodard & Curran, c/o Lauren Swett, P.E., Project Engineer

Address, City, State & Zip: 41 Hutchins Drive, Portland, Maine 04102

Phone(s) and Email: (207)774-2112, lswett@woodardcurran.com

Wetland/Vernal Pool Consultant: N/A

Address, City, State & Zip:

Phone(s) and Email:

Project Location/Description: Casco Bay Ferry Terminal Improvements

Address, City, State & Zip: 56 Commercial Street, Portland, Maine 04101

Latitude/Longitude Coordinates: 43.657 N, 70.249 W

Waterway Name: Fore River/Casco Bay

Work Description: Proposed work will be marine improvements including replacement of tender pilers; repair of a vehicle transfer bridge; and repair and replacement of dolphins around an existing car ferry slip. The project also includes a building expansion on a concrete pier. Any over-water building expansion work will be permitted separately through a moulication to the existing site permit.

Provide any prior Corps permit numbers: NAE-2004-322

Proposed Work Dates: Start: December 2012 Finish: April 2013

Area of wetland impact: SF (leave blank if work involves structures & no fill in Navigable Waters)

Area of waterway impact: SF (leave blank if work involves structures & no fill in Navigable Waters)

Area of compensatory mitigation provided: SF

Work will be done under the following Appendix A categories (circle all that apply):

- I. Inland Waters and wetlands: a b c d e
II. Navigable Waters: a b c d e f g

Your name/signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions of Category 1 of the Maine General Permit.

Permittee Printed Name: Hank Berg

Permittee Signature: [Signature]

Date: 10/11/12

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

February 25, 2013

Regulatory Division
CENAE-R-51
REPLY TO
ATTENTION OF



Lauren Swett, PE
Woodard & Curran
41 Hutchins Drive
Portland, Maine 04351

Dear Ms. Swett:

This concerns Department of the Army programmatic general permit, number NAB-2006-00758, which authorized your client to make a series of improvements at the Casco Bay Ferry Terminal at Portland, Maine.

In accordance with your request on behalf of your client, the general permit is hereby amended to authorize the construction of a 3,000 s.f. expansion of the existing terminal building, a 500 s.f. portion of which will be located on the pile supported section of the terminal pier. This work is shown on the attached plan entitled "CASCO BAY FERRY TERMINAL IMPROVEMENTS" in two sheets dated "10/15/2012".

All other conditions of the original permit remain in full force and effect.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Frank J. Del Giudice
Chief, Permits & Enforcement Section
Regulatory Division

A handwritten signature in black ink, appearing to read "Frank J. Del Giudice".

Helen Donaldson - 56 Commercial

From: Chris Pirone
To: lswett@woodardcurran.com
Date: 3/8/2013 6:24 PM
Subject: 56 Commercial
CC: Helen Donaldson

Lauren,

Did you review 2009 NFPA 1 28.2 Marine Terminals, Piers, and Wharves which will direct you to NFPA 307? I believe this will require a standpipe on the water side of the building.

Captain Chris Pirone
Portland Fire Department
Fire Prevention Bureau
380 Congress Street
Portland, ME 04101
(t) 207.874.8405
(f) 207.874.8410

 Please consider the environment before printing this email.

From: Bob Leeman
To: HCD@portlandmaine.gov; KRA@portlandmaine.gov
Date: 3/1/2013 9:04 AM
Subject: Re: Fwd: revised plans - Casco Bay Lines

I do not see the changes that we requested for visitor float parking and dumpster. We also have concerns with the ability to turn tractor trailers through this area.

>>> Helen Donaldson 02/28/13 15:49 PM >>>
Bob,

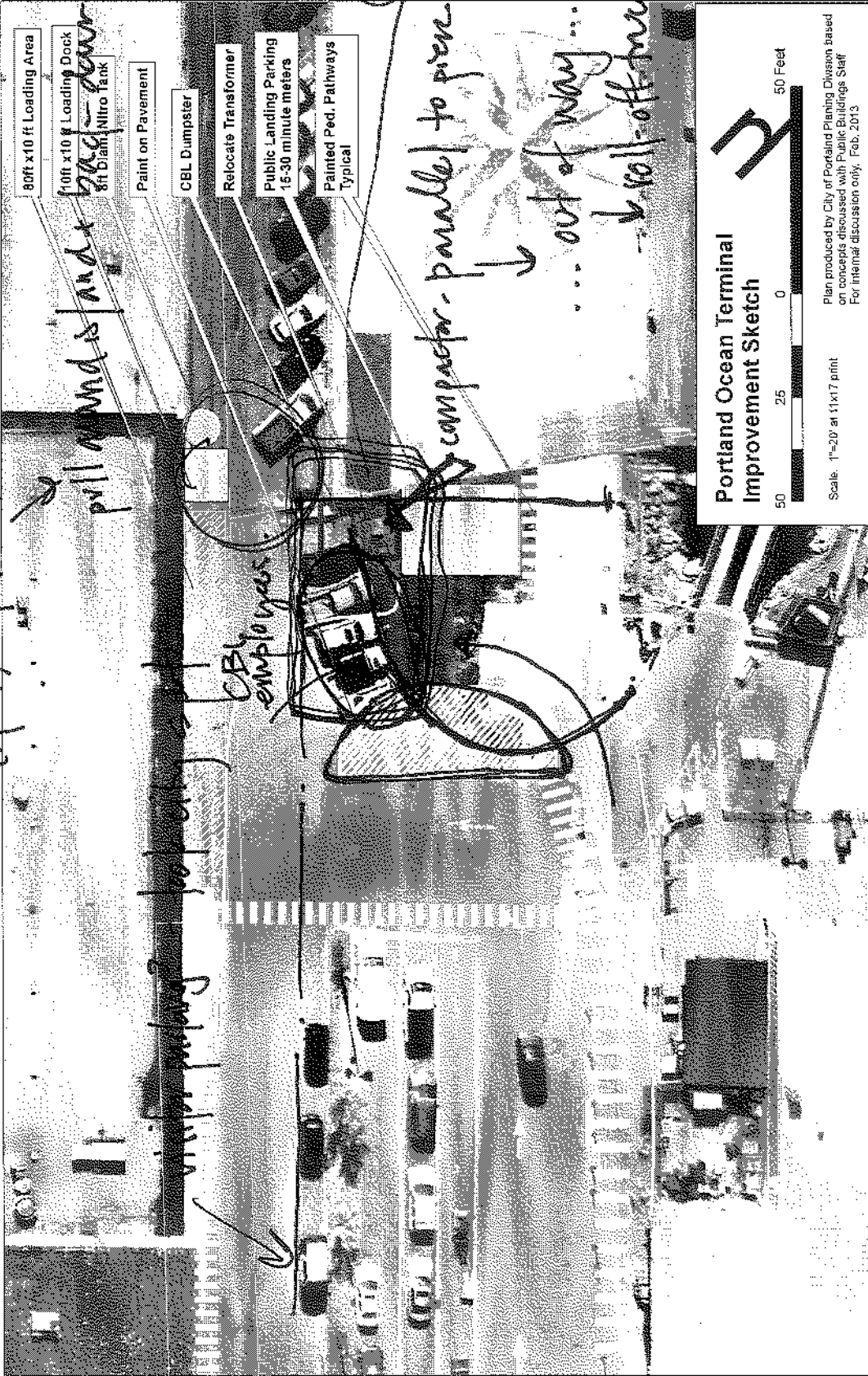
Have you had a chance to look at this at all? I have noted the dumpster issue and will press the applicant to look for alternatives for this at the very least.

Thanks,
Neil

① more dumpsters w/ of lane.
 ↑
 back to
 ↑
 area
 into island
 carport park
 area
 ↑
 a access w/
 loading dock?
 ② show parking & dumpster.

- other alts for visitor float?

65 foot, 70 foot semi.



pull around and back down

visitor parking

CBL employees

compactor - parallel to pier.

... out of way ...

- roll-off truck -

NECESSITY: MOVE THIS!

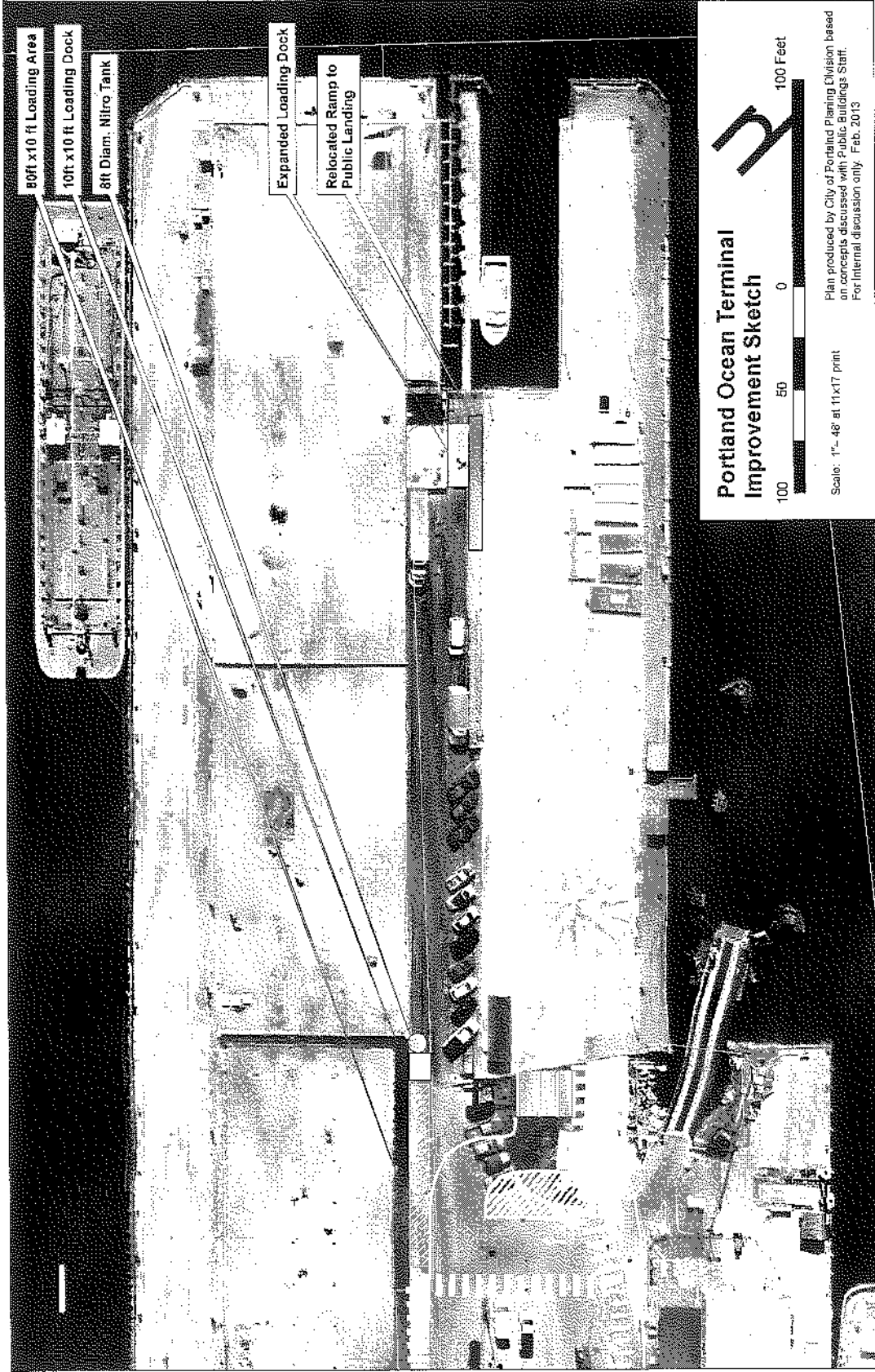
Portland Ocean Terminal Improvement Sketch



Scale: 1"=20' at 11x17 print
Plan produced by City of Portland Planning Division based on concepts discussed with Public Utilities Staff For internal discussion only, Feb. 2013

- turning movements
- dumpster & parking

233-0350



Helen Donaldson - Re: CBITD 56 Commercial Street Response to Comments

From: Helen Donaldson

To: Lauren Swett

Date: 3/6/2013 12:17 PM

Subject: Re: CBITD 56 Commercial Street Response to Comments

Lauren,

We had a chance to discuss the revised plans a bit more today (I'm sure Dave will fill you in):

Comments with Tom should be forthcoming shortly.

Jeff Tarling has indicated that he's satisfied with the tree.

- of per 3/20 am - 11.
Chris Pirone of the fire prevention bureau may call you with a few questions.

From our end, a couple of things:

- There is information from the parking/ped access figure that you sent in October that would be useful to have in the plan set. The site plan itself is busy, I realize, but at the very least, could you add notes regarding freight drop-off, bus drop-off, passenger drop-off, relocating the bus stop, and parking?

- In a similar vein, the parking at the southeast corner of the site should be shown on the plans

- Per Bob Leeman, the dumpster will no longer work in its proposed location (see below). He's suggested that it be recessed into the area of Compass Park (by moving the retaining wall). If this was done, more parking might be carved out in this area for the public landing/CBlines employees. This may be impractical, given your constraints. Thoughts?

- What type of fencing are you proposing along the south and west sides of the addition?

- Where do you see people waiting outside in the new arrangement? Are there plans for furniture at all? - I believe we're still waiting on the water capacity letter and the lighting plan. Any progress on these?

I'll be in touch when I hear from Tom. It sounds like his comments, like those above, might require a bit more clean-up, but we're practically there.

Thanks, Lauren.

Neil

Neil Donaldson

City of Portland

389 Congress Street

Portland, Maine 04101

874-8723

hcd@portlandmaine.gov

>>> Helen Donaldson 2/28/2013 3:47 PM >>>

Lauren,

Just wanted to touch base. I've asked everyone to look at the revised plans. I'm fairly certain that I'll be getting

comments from Tom Errico at the very least. Al Palmer and David Margolis-Pineo have indicated that they're fine. Hopefully I should be able to get you more information when I'm back in the office early next week.

I spoke with Bob Leeman briefly the other day, and have sent him your revised plans. They're planning for an additional tenant at the transit shed and will likely add a loading dock at the edge of pavement directly across from your proposed dumpster location. This looks like it might be problematic. Have you thought of other possibilities for that dumpster at all?

We'll be in touch on this. I'll try to get some formal comments out of Bob, which might be helpful.

Thanks for your patience, Lauren.

Neil

Neil Donaldson
Planner, City of Portland
389 Congress Street
Portland, Maine 04101
874-8723
hcd@portlandmaine.gov
<>> "Lauren Swett" <lsweett@woodardcurran.com> 2/15/2013 4:40 PM >>>
Hi Neil,

I've uploaded our response to comments and updated plans to the eroom for the CBITD project. I also dropped one copy off at City Hall. I can get you some more paper copies too if you need them.
The only change you'll see in sheet numbering is that we've added a third detail sheet, so the previous details are now all shifted around somewhat.

Let me know if you have any questions.

Thanks!
Lauren

Lauren Swett, P.E.

Woodard & Curran
41 Hutchins Drive
Portland, Maine 04102
Phone: (800)426-4262 ext. 3303
Fax: (207)774-6635
Email: lsweett@woodardcurran.com
www.woodardcurran.com

Commitment & Integrity Drive Results

From: Tom Britco <thomas.britco@tyhn.com>
To: Helena Donaldson <HCD@portlandmaine.gov>
Date: 3/13/2013 2:11 PM
Subject: Casco Bay Ferry Terminal
CC: Katherine Barley <KAS@portlandmaine.gov>, David Margolis-Pineo <DMR@port...

Nell – The following summarizes a status report on my November 15, 2012 comments for the project:

- The applicant should provide information on employee parking and how parking is accommodated on site.
Status: The applicant has provided general information on employee/site parking. Based on the fact that it meets zoning requirements, I have no further comment.
- There are components of the master plan that I believe would serve the site well if implemented. These include enhancements to pedestrian facilities on the circulatory roadway and provision of the suggested bus stop location.
Status: The applicant has indicated that the noted enhancements will be implemented as part of phase 2 work activity.
- The applicant should provide supporting information documenting the adequacy of the sidewalk width on the west side of the terminal building given the heavy pedestrian volume walking through this area.
Status: The applicant has noted that in combination with building entrance/exit paths improved pedestrian facility capacity will be provided. I have no further comment.
- The circulatory roadway has dimensions that do not meet city standards. The applicant should formally request waivers from the City's technical standards. Given the unique site operations, waivers seem to make sense. The applicant should provide dimensions for all traffic areas entering and exiting the area, as well as parking areas.
Status: I have reviewed the application in detail and concur with the applicant's conclusion that no waivers are required. I have no further comment.
- The applicant should provide information on how the site accommodates all users including taxis during cruise ship events. Although I am not requesting it at this time, the need for vehicle turning templates may be needed as part of the review.
Status: The applicant indicates that there is no plan to accommodate taxi loading during cruise ship events on their property. I have no further comment.

New Comments

- The applicant should confirm that ADA access is provided along the easterly sidewalk along the terminal building to the Pier is provided. ADA access should be direct and along an expected path. I would suggest that the pavement markings for the ramp/loading area be revised to highlight areas where pedestrians can be expected to cross (e.g. between the sidewalk and the pier).
- Details on a construction management plan must be submitted prior to approval. I do recognize that specific details of the plan can't be provided at this time, but specific criteria on what the plan must follow should be approved.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
 Senior Associate
 Traffic Engineering Director
T.Y. LIN INTERNATIONAL
 12 Northbrook Drive
 Falmouth, ME 04105
 207.347.4354 direct
 207.400.0719 mobile
 207.781.4753 fax
thomas.errico@tylin.com
[Visit us online at www.tylin.com](http://www.tylin.com)

"One Vision, One Company"
Please consider the environment before printing.

Helen Donaldson - RE: 56 Commercial

From: "Lauren Swett" <lswett@woodardcurran.com>
To: "Chris Pirone" <cpp@portlandmaine.gov>
Date: 3/13/2013 9:47 AM
Subject: RE: 56 Commercial
CC: "Helen Donaldson" <HCD@portlandmaine.gov>
Attachments: 12008_FP-100.pdf; Hank 015.jpg

Hi Chris,

I have an update for you on your standpipe question.

An existing hose connection is currently located on the water side of the pier and will not be impacted by the project. The existing fire department connection on the landward side is going to be demolished, and a new one installed. The fire protection plan is attached for your reference, along with a photo of the existing hose connection.

Let me know if you have any other questions.

Thanks,

Lauren

From: Lauren Swett
Sent: Tuesday, March 12, 2013 6:09 PM
To: 'Chris Pirone'
Cc: Helen Donaldson
Subject: RE: 56 Commercial

Hi Chris,

Thanks for providing your comment. We did review the Code, and I've forwarded your comment on to our mechanical engineer to get some further clarification.

One other question for you is relative to our proposed hydrant. Per our ability to serve response from the Portland Water District, they've asked that we receive written confirmation that the fire department is in agreement with the proposed hydrant location. Could you provide me with this confirmation?

Thanks, and I'll be in touch when I have additional information back from our mechanical engineer on the standpipe/fire hookups.

Lauren

From: Chris Pirone [<mailto:cpp@portlandmaine.gov>]
Sent: Friday, March 08, 2013 6:25 PM
To: Lauren Swett
Cc: Helen Donaldson
Subject: 56 Commercial

Lauren,

Did you review 2009 NFPA 1 28.2 Marine Terminals, Piers, and Wharves which will direct you to NFPA 307? I believe this will require a standpipe on the water side of the building.

Captain Chris Pirone
Portland Fire Department
Fire Prevention Bureau
380 Congress Street
Portland, ME 04101
(F) 207.874.8405
(F) 207.874.8410

 Please consider the environment before printing this email.

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Helen Donaldson - RE: Casco Bay Ferry Terminal Improvements

From: Al Palmer <APalmer@gortillpalmer.com>
To: Helen Donaldson <HCD@portlandmaine.gov>
Date: 2/28/2013 12:54 PM
Subject: RE: Casco Bay Ferry Terminal Improvements

Hi Neil,

Sorry for the delay in responding.

The responses provided by Woodard & Curran adequately address our prior concerns, and we have no further comments.

Thanks,

Al Palmer

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]
Sent: Tuesday, February 19, 2013 12:08 PM
To: Al Palmer
Subject: Re: Casco Bay Ferry Terminal Improvements

Al,

Please find the revised plans for the Casco Bay Ferry Terminal attached. I'm also attaching Lauren Swett's response to our comments, wherein she responds directly to your questions from the email below.
Can you let me know if you have further concerns?

Thanks so much,
Neil

Neil Donaldson
Planner, City of Portland
389 Congress Street
Portland, Maine 04101
874-8723
hcd@portlandmaine.gov

>>> Al Palmer <APalmer@gortillpalmer.com> 10/18/2012 10:16 PM >>>

Hi,

As requested by the City, our office has completed a review of the Casco Bay Ferry Terminal Improvements Project. Our review was conducted in accordance with the City request. Our comments are presented below, in no particular order of importance:

PORTLAND STORMWATER MANAGEMENT STANDARDS - Site Location of Development Law project

including redevelopment. For a project requiring a Site Location of Development Law permit that includes redevelopment of existing impervious area that was in existence as of November 16, 2005 (the effective date of Chapter 500 revisions), redevelopment of that impervious area is required to meet the general standards to the extent practicable as determined by the department. If the department determines that it is not practicable to make significant progress towards meeting the general standards for the redeveloped impervious area, the department may require off-site mitigation within the same watershed as an alternative for stormwater treatment. The requirements of Appendix D must still be met, if applicable. The Applicant has stated that the DEP had determined that additional stormwater management would not be required. However, the Applicant has not presented any information as to whether it is practicable to meet the General Standard to meet the City Standards.

Are there any concerns over differential movement due to frost between the vertical granite curb and the Portland Cement concrete sidewalk?

It appears that all of the existing bituminous pavement will be removed between the existing island and the Terminal Building. How will traffic that normally uses this area be accommodated during construction?

Please contact our office with any questions.
Thanks,
Al Palmer

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MEMORANDUM

To: FILE

From:

Subject: Application ID: 2012-601

Date: 2/21/2013

Comments Submitted by: Marge Schmuckal/Zoning on 2/1/2013

On 1/17/2013 the Zoning Board of Appeals reviewed the request for a variance for the setback of 22' instead of the currently required 25' in the EWPZ. The Board first voted in agreement with my memo that the roof line because of its height would not have to meet the 25' setback to the pier edge. The Board did not vote on the other portion of the appeal. One Board member stated that he did not think this was even an appeal. He thought it would be legally nonconforming. The appeal was tabled.

On 1/24/2013 I met with Austin Smith of Simon Architects and Peter Plumb of Murray Plumb and Murray. Austin had the original plans of the building when it was first built. He showed me that the supports that held up the existing building are the same supports that will be holding up the new building from the piers under the decking to upward and supporting the roof. They are the same in support then and now. They were able to get me an overlay of the proposed building on the original building plans. They match. There are no changes to the location of those supports. Therefore, I have concluded that the current structure is legally nonconforming for the setback. And that there are rights to rebuild within that legal nonconforming setback if done within one year. And further more I have determined that the proposed structure and project is in compliance with the Land Use Zoning Ordinance.

It is noted that DEP was notified of the appeal because it is within the Shoreland Zone. DEP gave tacit approval by not negatively responding prior to the appeal date.

The project will still need to supply an Elevation Certificate in compliance with Floodplain regulations at the time of permit application. They must verify that the first floor elevation is at least 2 feet above the elevation of 9.6 NGVD as listed in the Flood Insurance Study promulgated by the Federal Emergency Management Agency for the City of Portland, or a minimum of 1.6 NGVD.

My review indicates that the rest of the EWPZ requirements are being met. Separate permits shall be required for any new signage.

Marge Schmuckal



September 19, 2012

Barbara Barhydt, Planner
City of Portland
389 Congress Street
Portland, Maine 04101

2012-601

Re: Casco Bay Ferry Terminal Improvements, Final Plan Submission

Dear Barbara:

Thank you for coordinating the review of the Casco Bay Ferry Terminal Improvements project. Enclosed, please find one paper copy of the Final Submission Application for a Level II Site Plan, one full size set of the plans, and one set of plans in 11x17 format. Please let us know when you would like us to upload the project files to the City of Portland E-Plan website.

We look forward to discussing this project further. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email lsweitt@woodardcurran.com.

Sincerely,

WOODARD & CURRAN INC.
Lauren Swett

Lauren Swett, P.E.
Project Engineer

224974

Enclosures: Level II Site Plan Application with Attachments
Full Sized Plan Set
11x17 Plan Set

cc: Nick Mavadones, CBITD
Austin Smith, Scott Simons Architects

RECEIVED SEP 19 2012
RECEIVED SEP 19 2012