

CITY OF LEWISTON
PLANNING BOARD MEETING
Monday, March 9, 2015 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

I. ROLL CALL

II. ADJUSTMENTS TO THE AGENDA

III. CORRESPONDENCE

IV. PUBLIC HEARINGS:

An application submitted by Fay, Spofford & Thorndike and Jim Hatch Associates on behalf of St. Laurent Housing Associates for the construction of 29 dwelling units contained in three buildings and accessory parking at 139 and 149 Bartlett Street and 82, 110 and 118 Pierce Street.

V. OTHER BUSINESS:

- a) Update on the Comprehensive Plan
- b) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board.

VI. READING OF THE MINUTES: Motion to adopt the February 9, 2015 draft minutes

VII. ADJOURNMENT



CITY OF LEWISTON



Department of Planning & Code Enforcement

TO: Planning Board
FROM: David Hediger, City Planner
DATE: March 6, 2015
RE: March 9, 2015 Planning Board Agenda Item V(a)

An application submitted by Fay, Spofford & Thorndike and Jim Hatch Associates on behalf of St. Laurent Housing Associates for the construction of 29 dwelling units contained in three buildings and accessory parking at 139 and 149 Bartlett Street and 82, 110 and 118 Pierce Street.

Fay, Spofford & Thorndike and Jim Hatch Associates on behalf of St. Laurent Housing Associates has submitted an application for the construction of 29 dwelling units contained in three buildings and accessory parking at 139 and 149 Bartlett Street and 82, 110 and 118 Pierce Street. The units proposed will replace those lost by fire in May 2013.

Staff has been working with the applicant in effort to address provisions of the Zoning and Land Use Code. Specifically, the Board should note the following:

- The development is located in the Downtown Residential (DR) district. This requires a minimum lot size of 5,000 SF with a net lot area per dwelling unit of 1,250 SF. In order to construct 29 units, a total net lot area of 35,250 SF is needed. As proposed, a total lot area of approximately 39,930 SF is being provided of which three lots are being created, each meeting the required net lot area for the number of units proposed.
- In effort to avoid the construction of one massive building with 29 units, the applicant is proposing three structures. These structures are proposed to be located on individual lots as required by Article V, Section 3(1) which states that no lot in any zoning district may contain more than one (1) principal structure in residential use. 110 Pierce Street and 139 Bartlett Street shall be one lot - Parcel A; 145, 149, and 155 Bartlett Street shall be Parcel B; and 114, 116, and 122 Pierce Street shall be Parcel C.
- The net lot area for Parcel A is met by combining 110 Pierce Street with 139 Bartlett Street. Article II, Section 2 allows for this by way of the definition of "abutting property" meaning any lot which is physically contiguous with the lot in question even if only at a point. A note to this effect has included on Sheet 3.1, note 8.
- As proposed, each of the three lots meets or exceeds the minimum space and bulk requirements of the DR district with respect to setbacks and impervious surface. However, given the proposed lot configuration and site design involving the shared use of parking and dumpster, a modification of side and rear yard requirements is needed. At this time, the applicant has not fully addressed the applicable modification criteria contained in Article IX, Section 3(9)-(11), only section 9 has been referenced. It is staff's understanding this section of Code will be addressed at the meeting. Upon being addressed to the Board's satisfaction, staff recommends as a condition of approval that prior to a certificate of occupancy being issued, a surveyed site plan must be provided by a Maine licensed land surveyor showing that all property lines from which modifications have been granted.
- As proposed, there will be fewer units provided than sites conditions prior to the fire. When including all the lots needed to support this development, there is a reduction of dwelling

units from 56 to 29 and an approximate reduction in the number of bedrooms from 170 to 77. This is largely in part due to the current density requirements of DR district which require new development to meet the above referenced net lot area requirements of one unit per 1,250 SF of lot area.

- As proposed, there will be more green space and less impervious area provided than the sites conditions prior to the fire. All three lots fall under the maximum impervious area allowed of 75%. Overall, there is a proposed reduction of 8,191 SF of impervious area from pre-fire site conditions. Even with that reduction, a stormwater design is required to control drainage from the site. Staff is still in the process of reviewing the final stormwater design and recommends as a condition of approval that prior to the release of any signed mylar or issuance of any building permits associated with the proposed development that the stormwater design be reviewed and approved to City staff's satisfaction.
- Located in the DR district, the development is subject to residential design standards pursuant Article XII, Section 22. The applicant has specifically referenced these provisions in Attachment D of the application. Staff is of the opinion the proposed design meets the intent of these standards.
- Attachment D references the applicable sections of the Code with respect to approval of this development, including Article XIII, Section 4; Section 5 (subdivision criteria, this being the creation of three or more structures and/or dwellings); and Section 22, residential design standards.
- Article XII, Section 17(d) provides the standards for off-street parking. Based upon the number of units and bedrooms proposed, the code requires 58 parking spaces. A total of 38 spaces are proposed to be constructed (1.3 spaces per unit). The aforementioned section of code also states that the number of required off-street parking spaces for uses which can be clearly shown to have a differing parking need (either fewer or greater) than otherwise required shall be determined by the Planning Board when it has been determined that sufficient spaces to accommodate the normal parking demand of the use has been provided without requiring on-street parking. When determined that the specific use requires less parking spaces than otherwise required, the additional parking spaces based on the listed use may be just shown as reserved on the plans. Reserved parking spaces for all projects shall not be used for any purpose other than open space, and the reserved area may not be used to meet the minimum open space ratio. The applicant firmly believes based upon past experiences with other developments in urban areas and the previous parking demand at this site that 1 to 1.2 spaces per unit for resident and visitor parking is more than adequate for inner city rental properties.

It's worth noting that the lots being developed originally consisted of 56 dwellings units of which 29 units were the applicants. The previous parking demand for those 29 units was 62 spaces. Assuming the remaining 27 units consisted of 1 or 2 bedroom units, the demand would have been 46 spaces. Therefore, the properties proposed to be developed as part of this project would have required a minimum of 108 spaces. Based upon aerial photography, all of the lots being utilized for this development appear to have been nonconforming with respect to off-street parking; however, it looks like there may have been approximately 40 off street spaces available toward the 108 required.

Regardless of past conditions, given Code requirements the applicant has the ability to provide additional land to be reserved for 20 parking spaces at 82 Pierce Street should it be determined that 38 parking spaces in not sufficient. However, the applicant requests that these additional off-site parking spaces not be developed at this time. Rather, the

applicant has proposed as a condition of approval that upon full occupancy, but no later than one year from the city's certificate of occupancy, that the applicant will commission and provide to the City a parking demand study by a qualified independent traffic engineer. If the study and the City's review find that the spaces located on site are not adequate to the needs of the property, the applicant shall be required to construct the additional 20 spaces. If the study finds that the 38 onsite parking spaces are adequate, then the applicant shall be released from any further obligation to develop the off-site spaces. Staff is in support of this condition, with the understanding the under the current Code provisions, even if determined that the additional spaces are not needed, the additional land must be held in reserve and remain available should future demand require additional parking. In addition, should it be determined additional parking is needed, the development of that parking shall be subject to approval from the Staff Review Committee.

- The plans provided have not addressed Lewiston Fire's concerns regarding the location of 4" Storz connections along the street side of the buildings. These connections must be provided in areas with easy access for hook up with no snow build up or planted vegetation. The applicant plans on addressing this at the meeting.
- Staff has discussed the following with the applicant with respect the application and plans, which are to be addressed at the meeting:
 1. Page four of the cover letter contains a number of typo's and discrepancies with respect to the number of parking spaces being provided.
 2. Sheet C1.1: the zoning data/space and bulk regulations provided needs to reference each of the three lots being proposed.
 3. Sheet C3.0: the space and bulk standards table references provided setbacks not shown accurately on the site plan. The table also references parcels A, B, and C where other plans and sections of the application reference lots 1 through 3.

At this time, upon the applicant addressing a number of the above referenced comments and concerns at the meeting to staff's satisfaction, approval is recommended with the following conditions:

1. Prior to a certificate of occupancy being issued, a surveyed site plan must be provided by a Maine licensed land surveyor showing that all property lines from which modifications of space and bulk standards have been granted.
2. Prior to the release of any signed mylar or issuance of any building permits associated with the proposed development the stormwater design must be reviewed and approved City staff's satisfaction.
3. Prior to a certificate of occupancy being issued verification must be provided by a licensed professional engineer that all site and stormwater improvements have been completed in accordance with the approved plans.
4. Upon full occupancy, but no later than one year from the City's certificate of occupancy, that the applicant will commission and provide to the City a parking demand study by a qualified independent traffic engineer. If the study and the City's review find that the spaces located on site are not adequate to the needs of the property, the applicant shall be required to construct the additional 20 spaces. If the study finds that the 38 on-site parking spaces are adequate, then the applicant shall be released from any further obligation to develop the off-site spaces. F determined that the additional spaces are not needed, under the current code provisions, the land must be held in reserve and remain available should future demand require additional parking. Should it be determined

additional parking is needed, the development of that parking shall be subject to approval from the Staff Review Committee.

ACTION NECESSARY

Make a motion finding that the application meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article IX, Section 3(9)-(11) and Article XIII, Section 4, 5, and 22 of the Zoning and Land Use Code and to grant approval to Fay, Spofford & Thorndike and Jim Hatch Associates on behalf of St. Laurent Housing Associates for the construction of 29 dwelling units contained in three buildings and accessory parking at 139 and 149 Bartlett Street and 82, 110 and 118 Pierce Street, (subject to any concerns raised by the Planning Board or staff, should there be any).



February 27, 2015

Mr. David Hediger
Deputy Director/City Planner
City Building
27 Pine Street, 3rd Floor
Lewiston, ME 04240

**Subject: Proposed Multi-Unit Development
Pierce Place Associates LP – Owner/Applicant
Pierce and Bartlett Streets
Map 196, Lots 108-111 & 124-126 and 128
Submission for Major Site Plan and Subdivision Review/Approval**

Dear Mr. Hediger:

On behalf of the Owner/Applicant, Pierce Place Associates LP c/o St. Laurent Housing Associates, Fay, Spofford & Thorndike (FST) is pleased to make this submission for Major Site Plan/Subdivision Plan Review/Approval for 29 units of residential housing to be contained in three (3) buildings at the aforementioned location. The planned redevelopment of units lost to fire on Pierce and Bartlett Streets has garnered a large amount of interest from the Lewiston Community. We understand that the proposal for one large elevator building previously presented by Volunteers of America was not received favorably by either the Planning Board or the general public. Since Ms. St. Laurent has determined to go forward with the redevelopment on her own, we have worked with project architect, Winton Scott, to create a design that is much more in keeping with the surrounding neighborhood. We seek to provide a housing community that sets an example of the best architecture and urban planning.

The existing buildings were damaged due to fire and subsequently razed to the current condition of relatively flat ground. The development is currently contemplated to include three (3) buildings whose sizes are summarized as follows:

Building #	Footprint/Total GLA	Units	Bedrooms
1	2,736 SF/8,004 SF	6	21
2	5,021 SF/14,047 SF	11	26
3	4,712 SF/13,536 /SF	12	30
Total	12,469 SF/35,587 SF	29	77

The applicant owns and manages similar facilities in Lewiston and they foresee the need to create these new units to replace those lost due to the fire.

The total development area is approximately 0.91 acres (39,928 SF) and the development's impervious area will be approximately 29,216 SF (0.67 acres). Prior to the fire and razing of the buildings, the site area was nearly all impervious area based on our review of aerial photographs. We estimate the previous impervious coverage approximately 36,774 SF. There were previously seven structures within the project

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limits and an assortment of parking within some narrow driveways and a parking area with 10 spaces at 145 Bartlett Street. We understand the City will accept these pre-fire conditions as representative of the site's pre-development condition. Based on this site and development size, the project will be subject only to Local Site Plan and Subdivision review and it will not require review related to the MeDEP Site Location of Development Act for projects involving greater than 3 acres of new structure, for which Lewiston has delegated review authority.

The full development size is approximately 0.91 acres. This includes eight (8) roughly 50' x 100' lots per the survey plan prepared by Four Points Associates, Inc. accompanying this application as well as additional land at 82 Pierce Street which may be used in the future for additional parking capacity. There are no natural resources on the site.

The land for the proposed project is composed of three separate land transactions:

1. The four lots currently owned by St. Laurent Housing Associates (110 & 114 Pierce Street and 145 & 149 Bartlett Street) that formerly was the site of the 29 units that this application seeks to replace.
2. The four adjacent lots currently owned by the City (116 & 122 Pierce and 139 & 155 Bartlett Street).
3. The lot at 82 Pierce Street to be used as potential additional parking, currently owned by Don Allen.

The nature of the financing for the proposed rebuilding of the 29 units will require that the current project ownership, St. Laurent Housing Associates, be transferred to a new limited partnership, Pierce Place Associates LP, the applicant. The General Partner of Pierce Place Associates LP is Center City Housing LLC, whose sole member is Phyllis St. Laurent.

The site control documents providing Right, Title & Interest to the applicant are as follows:

1. A Purchase and Sale agreement between St. Laurent Housing Associates and Center City Housing LLC for the all of the land and buildings of the total 62 unit Pierce Place scattered site project, including the four lots required for this application, with an assignment from Center City Housing LLC to Pierce Place Associates LP.
2. A purchase and sale agreement between the City and Pierce Place Associates LP for the four City owned lots.
3. An Option To Purchase for the lot at 82 Pierce Street running to St. Laurent Housing Associates with an assignment to Pierce Place Housing Associates LP.

FST has been retained and authorized by Winton Scott Architects on behalf of the applicant to perform all work necessary to submit this application. Site-specific issues are discussed below.

Included with this letter report is a check for the Site Plan Application Fee in the amount of \$1,250.00. This fee is based on an expanded review for a Major Site plan.

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PROJECT DESCRIPTION

The subject property is located within the Downtown Residential District (DR). Section 12 of Article XI of the City of Lewiston Ordinance states the following:

“Statement of purpose. The purpose of the downtown residential district is to promote the improvement of older residential neighborhoods within the downtown by encouraging a transition to more mixed use neighborhoods, including owner-occupied, mixed-age and mixed-income housing with less density where desired and appropriate, low-intensity nonresidential uses, more open space and other neighborhood amenities, creating diverse, mixed-use neighborhoods. The standards of the district will encourage the upgrading of the existing neighborhoods by removing blight and vacancy, providing an opportunity for new residential and commercial development, and fostering a sense of community and place through neighborhood meeting, gathering and cultural places.”

The proposed project will be located on properties that have been historically developed for multi-unit residential. The lot area is generally bounded by residential on all sides. Site access is from both Pierce Street and Bartlett Street.

A USGS Site Location Map, Tax Map/Lot, Flood, and Soils Figures are included along with the completed application forms as Attachment A.

Evidence of the applicant’s financial capacity and a copy of their site control documents as evidence of Right, Title, and Interest in the property are included in Attachment B.

Multi-unit residential housing activities are presented in the Lewiston Zoning Ordinance as Permitted or Conditional in the Downtown Residential zone subject to the design standards of Article XII Section 22.

The proposed use includes multi-unit housing and Winton Scott Architects have prepared the building plans in a manner satisfying the design standards. There will be three (3) lots which are summarized as follows:

- Lot 1 or Parcel A is to consist of Tax Map Lots 108, 128, and a portion of Lot 109. Lot 1 will contain the proposed Building #1.
- Lot 2 or Parcel B is to consist of Tax Map Lots 124, 125, and 126. Lot 2 will contain the proposed Building #2.
- Lot 3 or Parcel C is to consist of Tax Map Lots 110, 111, and a portion of Lot 109. Lot 3 will contain the proposed Building #3.

The following Table 1 outlines the Space and Bulk Requirements for the site:

Table 1 – Space and Bulk Regulations				
Space and Bulk Regulations	Required	Lot 1 Provided	Lot 2 Provided	Lot 3 Provided
Minimum Lot Area	5,000 SF	11,162 SF	13,754 SF	15,014 SF
Minimum Street Frontage	50 FT	50 FT	150 FT	139.24 FT
Minimum Setbacks:				
Front Yard	N/A	0 FT	0 FT	0 FT
Side/Rear Yard	10 FT (one side)	10 FT (side) 9.27 FT (rear)	10 FT	10 FT
Impervious Area by Lot		8,028 SF	9,537 SF	10,964 SF
Maximum Impervious Surface Ratio	75%	72.4%	69.3%	73%
Maximum Building Height	60 FT	29' - 3"	29' - 3"	29' - 5"

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Off Street Parking	Required	Lot 1 Provided	Lot 2 Provide	Lot 3 Provided
Parking Stall Dimension	9' x 18'	10 @ 9' x 18' 38 @ 8' x 15'	4 @ 9' x 18' 12 @ 8' x 15'	12 @ 9' x 18'
Minimum Net Lot Area Per D4	1,250 SF	> 1,250 SF	> 1,250 SF	> 1,250 SF

Based on our review of the Space and Bulk regulations, the proposed project will meet all zoning requirements.

BUILDINGS AND PARKING

Construction will include three (3) three-story wood framed buildings varying in size from 2,736 SF to 5,021 SF. Construction of the buildings may occur as a single project. The construction of associated parking and access drives, loading areas, utility connections, drainage facilities, and landscaping will follow with each building.

Winton Scott Architects has provided the accompanying building elevations. The buildings will basically be wood framed structures with flat roofs and clapboard style siding. The accompanying floor plans outline the number of units and bedrooms by unit for each building. The site plans identify the primary access locations. Each building will be accessed from a central vestibule/stairwell. Buildings #2 and #3 have covered porch areas connecting the three story wings together.

This application proposes constructing 29 units of rental housing on three (3) lots comprising approximately 39,928 square feet. This is three (3) units less than allowed under current residential density in the Downtown Housing District (39,928 SF/1,250 SF/unit = 32 units). The proposed 29 units will contain 77 bedrooms, 11 fewer than the 29 units that were destroyed by fire. Given the proposed bedroom count, the current regulations call for 58 parking spaces. The applicant proposes to develop (minimum 38) spaces on site and to provide land for the possible future development of the additional (23) spaces off site, if required. The property at 82 Pierce Street is currently contemplated as an alternative parking lot. There will be 3 handicap accessible spaces provided.

Both the Principal, Phyllis St. Laurent, and her development consultant, Jim Hatch, have decades of experience developing and operating affordable housing complexes in Maine. Their experience in this industry has shown that inner city properties such as Pierce Place do not generate the parking demand that might be expected at more suburban sites. Many inner city residents use public transportation and do not own cars.

Ms. St. Laurent has operated Pierce Place, which includes a total of 62 units in scattered sites in the downtown area, for 30 years. The buildings destroyed by fire contained 88 bedrooms and had an estimated 18 off street parking spaces. This situation never generated parking issues or complaints from tenants. Currently, the tenants living in the 33 existing units own a total of 17 cars. This ratio of 50% of the units with cars is the average situation that has been experienced over the years.

It is our experience that for inner city rental properties one space per unit and perhaps 20% additional for guests is more than adequate. That would suggest 35 spaces for the 29 units at Pierce Place. Parking will be controlled by issuing permits to households that have a vehicle. Guest parking passes will be made available to tenants for short-term guests. All unauthorized vehicles will be towed.

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We are therefore proposing to provide 38 spaces on site. We believe that this will adequately meet the need of our residents while still preserving a reasonable amount of open space on the site. It is our intention to provide a well-planned, attractive and functional site rather than covering the site with asphalt by cramming in the maximum number of spaces. To meet the letter of the ordinance, the project will also include a remote lot at 82 Pierce Street, within 500 feet of each of the three lots comprising the project. This additional lot could provide the 20 additional spaces necessary to meet the letter of the Ordinance.

The Applicant requests that these additional off site spaces not be developed at this time. We propose that this be revisited once the property is occupied and a determination be made at that time as to the adequacy of the onsite parking. It is suggested that the conditions of approval include an agreement that upon full occupancy, but no later than one year from Certificate of Occupancy, that the Applicant will commission and provide to the City a parking demand study by a qualified independent traffic engineer. Said study will be subject to a peer review at the applicant's expense by the City's traffic engineer. If the study and the City's review find that the spaces located on site are not adequate to the needs of the property, the Applicant shall be required to construct the additional 20 spaces. If the study finds that the 38 on site spaces are adequate, then the applicant shall be released from any further obligation to develop the offsite spaces.

In terms of the parking impact on the immediate neighborhood, the proposed project is reducing the total number of units that originally existed on the 39,928 square foot site from 56 to 29 units. The total number of bedrooms was approximately 170; the proposed project is less than half at 77. At the same time, the development will be increasing the number of off-street parking spaces from 18 to 38. A decrease in the curb cuts will also increase the available on-street parking.

UTILITIES

The proposed buildings will be served by water, sewer and electrical services off Pierce and Bartlett Streets. The water main extensions will include a 6" fire supply main to each building. Domestic services will be extended from each of these mains to serve each of the buildings. The final location and alignment of the water mains is subject to the Lewiston Water and Sewer Division (LWSD) approvals. Based on the available flow and pressure data, it appears that sufficient water supply will be available for the project's fire suppression and domestic needs. Existing water services to lots that will be discontinued will be abandoned per the LWSD requirements.

A municipal wastewater collection system is located within Pierce and Bartlett Streets along the site frontage. The sewer main in the streets are 12" collection sewers per the survey plan. The proposed project will include gravity sewer extensions from existing services to the extent possible. Existing services will be left unused and will be abandoned in accordance with LWSD requirements.

The primary electrical service will be extended overhead into each building site from pole-mounted transformers. Typical building electric capacity will include single phase 400 amp supply. Telephone and cable will also extend overhead along the pole routes and overhead from the transformer pole to the buildings.

STORMWATER

The development site is relatively modest in size and represents the redevelopment of a formerly built out property. Based on our estimate of previous roof and pavement on the site, we have estimated there to be approximately 36,774 SF of impervious area or about 92% of the 39,928 SF site area prior to the fire. There is municipal stormwater infrastructure within Pierce and Bartlett Streets. The Pierce Street system includes at least one catch basin along the site frontage. The Bartlett Street system includes three catch basins along the site frontage, including one catch basin within Lot 126.

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The site infrastructure will rely mostly on sheet flow of runoff to several new onsite catch basins, where runoff can be collected and then conveyed by pipes to the existing street systems. These measures are expected to provide adequate stormwater collection and conveyance capacity, based upon the reduction in site imperviousness and relative unchanged flow regimes for runoff emanating from the site. A Stormwater Management narrative accompanies this submission in Attachment G.

TRAFFIC

Pierce and Bartlett Streets in front of the site consist of 36-37 foot bituminous roadways, curb to curb. Each street contains granite curbing and asphalt sidewalks on each side of the street. The speed limit is posted as 25 MPH in front of the site. The roadway pavement was observed to be in poor condition.

It is anticipated that the proposed project will not aggravate or create a significant hazard to the safety of intersections and will not cause traffic congestion on any street within the project vicinity.

TRIP GENERATION

FST has estimated that a project consisting of approximately 35,587 SF of building space and 29 dwelling units will generate 16 trips in the morning commuter hour and approximately 20 trips in the evening peak hour¹. Given this trip generation, a State Traffic Movement Permit will not be required. Based on the available traffic and access conditions on Pierce and Bartlett Streets, it is our opinion that traffic impacts will be minimal for the project and for this reason no further traffic analysis has been prepared for the project.

SOLID WASTE

The applicant will use an area solid waste disposal contractor for the collection and disposal of solid waste from the site. The site layout plan has been developed to include a screened pad area for multiple 5 to 8 cubic yard dumpsters that will be maintained on the site for the collection of regular solid waste that will be routinely disposed of and recyclables. Details for the dumpster screen are included in the attached plan set.

SIGNAGE

No free standing signs are proposed for this development.

SNOW REMOVAL

Snow will be stockpiled onsite in areas designated on the Site Layout Plans. Essentially, snow will be plowed to the pavement edges and stockpiled. Excess snow may require periodic removal which will be performed by a contract vendor.

LIGHTING

Single pole mounted light fixtures are proposed within the parking areas where necessary. There are currently several street lights on the existing poles in front of the site. Cutoff lights are proposed at all perimeter locations. Copies of the catalog cuts for the proposed fixtures showing luminance levels are included in Attachment C.

¹ See ITE Trip Generation, 7th Edition – Land Use Code 220

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FIRE PROTECTION

Fire and emergency vehicle access has been provided along the front and sides of each building by way of paved surfaces. Each of the proposed buildings will have a sprinklered fire suppression system. Additional fire department connections will be installed at each of the building locations. A copy of this submission has been provided to the Fire Department to verify their satisfaction with the proposal.

EROSION AND SEDIMENT CONTROL

FST has included erosion and sediment control measures in the plan set. Both temporary and permanent erosion and sediment control measures will be utilized for the project and will include silt fence or other sediment barrier around the site perimeter, hay bale barriers, use of erosion control mesh and mulching. The use of temporary stabilized stone construction entrances will also minimize tracking of mud onto adjacent streets as necessary.

LANDSCAPING

A majority of the site will be developed with buildings and parking, thus leaving very little space for additional landscape treatments. The plan includes four (4) street trees, two on each street. These will be 2 ½” caliper deciduous trees.

SUPPORTING EVIDENCE – APPROVAL CRITERIA

In accordance with Article XIII Section 3(g), we offer evidence in support of each the application requirements. This summary is included in Attachment D of this submission.

PLANS

A complete set of plans detailing the proposed site work is included with the application. The full size drawings include:

- Existing Conditions Plan;
- Site Layout Plan;
- Grading and Utility Plans; and
- Details.

Additionally, the Architectural Drawings (11 x 17) will be included in Attachment E. The following information is included to support the application:

<u>Attachment</u>	<u>Description</u>
	Response to Comments from Planning Office Dated February 25, 2015
A	Development Review Application & Checklist and Supporting Figures
B	Financial Capacity, MaineHousing Notice to Proceed
C	Lighting Catalogue Cuts
D	Supporting Evidence – Approval Criteria
E	Architectural Drawings
F	Site Control Documents
G	Stormwater Management Narrative

FAY, SPOFFORD & THORNDIKE

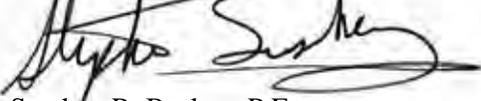
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Accompanying the cover letter is a summary of our responses to the Planning Department's comments dated February 25, 2015. We are submitting eleven copies of the complete application for consideration.

We look forward to presenting the proposed building development plan at the next available meeting of the Planning Board. Should you have any questions or require additional information, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Stephen R. Bushey, P.E.
Associate

SRB/cmd

Attachments

c: Jim Hatch
Winton Scott

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February 27, 2015

Mr. David Hediger
Deputy Director/City Planner
City Building
27 Pine Street, 3rd Floor
Lewiston, ME 04240

**Subject: Proposed Multi-Unit Development
Pierce Place Associates LP – Owner/Applicant
Response to Comments from Planning Office Dated February 25, 2015**

Dear Mr. Hediger:

We have received comments from City Staff dated February 25, 2015 and offer the following responses. For ease of reference, we have repeated the comments in *italics* followed by our responses.

Application

Comment

a) *Page 3: table 1 does not provide impervious areas for each of the three lots. Given Lewiston's ordinance, the space and bulk standard of the DR district must be addressed for each lot, including the impervious area.*

Response

Table 1 of the application has been updated to include the requested information.

Comment

b) *Page 3 and 4: reference is made to both 35 and 38 parking spaces to be constructed Plan C-3.0 shows 38 spaces. Please clarify.*

Response

The reference to 35 spaces has been corrected to read as 38 spaces.

Comment

c) *Page 1: 4th paragraph suggest 9 spaces existed. Page 4: 6th paragraphs suggest 18. Sheet labeled as 1 of shows 10 spaces. Clarification needed.*

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Response

The fourth paragraph has been revised to reference the existing conditions of 10 spaces as shown on the Survey Plan.

Comment

d) Page 4: 8th paragraph suggest 38 spaces will be constructed with 20 additional spaces available if needed at 82 Pierce. Staff is going to recommend a condition of approval that if it is determined that adequate parking is not available on-site of the three structures, design of the 20 parking spaces must be approved by the Staff Review Committee and construction completed within 12 months. Related to this, a basic site plan must be provided at this time of 82 Pierce Street, showing that it has the capacity to accommodate 20 parking spaces meeting code requirements. A full design is not required at this time (that will be required by the Staff Review Committee prior to the spaced being constructed). However, a plan showing basic space and bulk requirements and parking lot layout must be provided at this time.

Response

A basic Site Plan depicting the development of 20 parking spaces on 82 Pierce Street accompanies the Site Plan Application package.

Comment

e) Page 5: clarify what the actual increase in off street parking spaces is from pre-fire conditions.

Response

The increase in parking from pre-fire (18 spaces) to the proposed condition (38 spaces) is a net 20 space.

Comment

f) Page 5: 5th paragraph, the impervious area of 37,600 sf conflicts with earlier numbers of 37,900 sf. Please clarify.

Response

The impervious area value has been revised to read 36,774 SF. This change has been made throughout the application documents.

Comment

g) Attachment A:

i. Project Data: impervious surface ratios must be provided for each lot. See comment 1(a) above.

Mr. David Hediger
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- ii. *Zoning Summary: indicated side yard of 10 is being provided. The design includes parking crossing over property lines of many of the proposed lots. Applicant must address the applicable modification criteria for yard modification contained in Article IX, Section 3 (9)-(11). Note: given common ownership, easement will not be required; however, the code requires all property lines from which modifications are being requested must be surveyed. This may be a condition of approval that prior to a certificate of occupancy being issued, a site plan must be provided showing that that all property lines from which modifications are being requested have been surveyed by a licensed land surveyor.*
- iii. *Checklist should be amended to reflect that Greenspace, additional design standards is applicable. Bonding and inspection fees are N/A.*

Response

The impervious surface ratios for each lot are shown in the project data form as well as on the Site Plan. The Applicant is amenable to the suggestion that there be a Condition of Approval related to these requirements. The checklist has been updated.

Regarding encroachment of parking within the rear yard setback, there will be parking spaces and the solid waste enclosure located within the rear yards of proposed Lots 2 and 3. In accordance with Article IX Part (11) the following evidence is provided:

- a. *Detached single-family dwellings and their accessory structures may be located a minimum of ten feet from the nearest point of any existing principal structure or building on any adjacent lot.*

All other residential and nonresidential structures requesting modifications must be constructed in accordance with the current building code.

Supporting Evidence

Not applicable

- b. *The granting of the reduction will not result in undue impact on adjacent properties due to the placement of buildings or structures, location of service, parking or storage areas, diversion of surface water or blocking of solar access;*

Supporting evidence

The proposed parking and solid waste enclosure are positioned to best serve the development and recognizing that the project is under a common ownership, the reduction in the rear yard is considered reasonable. Provisions including a common open space area of nearly 4,000 SF between Buildings 2 and 3 are considered a reasonable offset to the yard encroachment. The rear yard encroachments do not impact any adjacent property under separate ownership.

Mr. David Hediger
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- c. *The modification will not impede the ability of public safety services to reach or service the property or adjacent properties;*

Supporting Evidence

The rear yard encroachments included paved parking and the solid waste enclosure. Adequate area is provided between Buildings 2 and 3 for the movement of public safety services to reach or service the properties or adjacent properties.

- d. *The modification provisions cannot be used to further modify space and bulk requirements already reduced pursuant to the cluster provisions found under article XIII, sections 7 and 9; or to reduce the minimum lot size, minimum frontage, minimum setback and minimum yard requirements for article XI for single-family cluster developments, mixed residential developments, mixed single-family residential developments and mobile home parks as they apply to the development in its entirety as if it were a single unit; or to further modify yard and setback reductions allowed for awning and canopy installations, and existing service stations, pursuant to article V, subsections 3(q) and (t), respectively.*

Supporting Evidence

Not Applicable

Comment

- h) *Attachment D: the modification criteria should be addressed in this section: see 1(g)(ii) above.*

Response

The proposal includes the creation of three (3) lots out of the eight (8) existing parcels in a manner whereby the space and bulk requirements for the DR zone are met for each of the lots except for the rear yard provisions for Lots 2 and 3. The modifications to the rear yard are considered to meet the criteria of Article IX part (11) as outlined in the previous statements of supporting evidence.

Comment

- i. *Attachment F: it does not appear p/s between city and city owned lots has been provided as referenced. Please clarify.*

Response

The Purchase and Sale Agreement now accompanies the submission materials.

Mr. David Hediger
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Page 5

Site Plans

Comment

- a) *Cover sheet needs signature block for Planning Board chairman approval signature and expiration of approval language contained in Article XIII, Section 11.*

Response

A signature block has been added to the Cover Sheet.

Comment

- b) *Sheet labeled 1 of ? should be correctly labeled.*

Response

The Survey Plan has been modified to be labeled as Sheet C-2.0.

Comment

- c) *C-3.0:*
- i. *Property lines are not clearly delineated. This is needed to confirm net lot area requirements.*
 - ii. *Modification of side and rear yard requirements must be requested and addressed for parking associated with all three buildings: see 1(g)(ii) above.*
 - iii. *Must be clearly noted that Building 1 and*
 - iv. *Compact spaces must be signed as such.*
 - v. *Should there be curbing instead of curb-stops for the 10 parking spaces at 139 Bartlett Street? What type of separation is being provided between the properties?*
 - vi. *Ordinance references street trees should be considered every 30-50'. Additional plants should be considered.*

Response

- i. The lot lines have been added to Sheet C-3.0 and the net lot areas are also shown on the plan.
- ii. The modifications to the rear yard are considered to meet the criteria of Article IX part (11) as outlined in the previous statements of supporting evidence.
- iii. No response required
- iv. Signs indicating compact spaces have been added the plan.
- v. The curb stops have been provided to avoid a 6" drop from the neighboring driveway. The edge of the proposed pavement will be along the property boundary.

Mr. David Hediger
February 27, 2015
Page 6

vi. Several more trees have been added to the plan.

Comment

d) Staff will be recommending as a condition of approval that prior to a certificate of occupancy being issued that verification be provided by a licensed professional engineer that all site and stormwater improvements have been completed in accordance with the approved plans.

Response

The applicant is amenable to the suggested Conditions of Approval.

If you have any questions with the information presented, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Stephen R. Bushey, P.E.
Associate

SRB/cmd

c: Jim Hatch

ATTACHMENT A

Development Review Application & Checklist and Supporting Figures

PROJECT DATA

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

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	<u>36,774+/-</u> sq. ft.
Proposed Total Paved Area	<u>Lot 1-5,346 SF; Lot 2-4,516 SF; Lot 3-6,252 SF</u>
Proposed Total Impervious Area	<u>Lot 1-8,082 SF; Lot 2-9,537 SF; Lot 3-10,964 SF</u>
Proposed Impervious Net Change	<u>-8,191</u> sq. ft.
Impervious surface ratio existing	<u>92</u> % of lot area
Impervious surface ratio proposed	<u>Lot 1-73.1%; Lot 2-69.3%; Lot 3-72.6%</u> of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	<u>0</u> sq. ft.
Proposed Building Footprint	<u>Bldg. 1-2,736 SF; Bldg. 2-5,021 SF; Bldg. 3-4,712 SF</u>
Proposed Building Footprint Net change	<u>Total 3 Bldgs. 12,469</u> sq. ft.
Existing Total Building Floor Area	<u>0</u> sq. ft.
Proposed Total Building Floor Area	<u>Bldg. 1-8,004 SF; Bldg. 2-14,047 SF; Bldg. 3-15,536 SF</u>
Proposed Building Floor Area Net Change	<u>Total 3 Bldgs. 35,587</u> sq. ft.
New Building	<u>Yes</u> (yes or no)
Building Area/Lot coverage existing	<u>0</u> % of lot area
Building Area/Lot coverage proposed	<u>31</u> % of lot area

ZONING

Existing	<u>Downtown Residential (DR)</u>
Proposed, if applicable	<u>No Change-Multi-Use Housing</u>

LAND USE

Existing	<u>Recently destroyed multi-unit housing</u>
Proposed	<u>No Change-Multi-Unit Housing</u>

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	<u>0</u>
Proposed Number of Residential Units	<u>29</u>
Subdivision, Proposed Number of Lots	<u>0</u>

PARKING SPACES

Existing Number of Parking Spaces	<u>18-prefire</u>
Proposed Number of Parking Spaces	<u>38 onsite (+20 available offsite if required)</u>
Required Number of Parking Spaces	<u>58</u>
Number of Handicapped Parking Spaces	<u>3</u>

ESTIMATED COST OF PROJECT

See Narrative

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	<u>4,700</u> sq. ft.
Proposed Disturbed Area	<u><40,000</u> sq. ft.
Proposed Impervious Area	<u><40,000</u> sq. ft.

- 1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.*
- 2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.*
- 3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.*
- 4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.*

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing < 100 passenger car equivalents (PCE)
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) <50 passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the Downtown Residential zoning district.
2. Parcel Area: 0.91 acres / 39,928 square feet(sf).

Regulations

	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	5,000 SF	/ Lot 1-11,162 SF; Lot 2-13,754 SF; Lot 3-15,014 SF
Street Frontage	50 FT	/ Lot 1-50 FT; Lot 2-150 FT; Lot 3-139.24 FT
Min Front Yard	0	/ 0 FT
Min Rear Yard	10 FT	/ 10 FT (see modification criteria)
Min Side Yard	10 FT	/ 10 FT on one side for each lot
Max. Building Height	60 FT	/ 29'-3'
Use Designation	Res	/ Res
Parking Requirement	Per Article XII Section 17	
Total Parking	58	/ 38 on-site
Overlay Zoning Districts (if any)	N/A	/
Urban impaired stream watershed?	YES/NO If yes, watershed name	NO

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

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

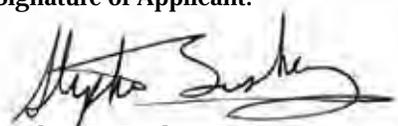
L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/[Zoning Ordinance](#)

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

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, I certify that the City'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 development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

<p>Signature of Applicant:</p>  <p>Stephen R. Bushey, P.E. - Associate</p>	<p>Date:</p> <p>February 27, 2015</p>
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Development Review Checklist

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: Pierce Place

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 139, 145, 149 & 155 Bartlett Street and 110, 114, 116 & 122 Pierce Street

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	X			
	Names of Development	X			
	Professionally Prepared Plan	X			
	Tax Map or Street/Parcel Number	X			
	Zoning of Property	X			
	Distance to Property Lines	X			
	Boundaries of Abutting land	X			
	Show Setbacks, Yards and Buffers	X			
	Airport Area of Influence (Auburn only)	N/A			
	Parking Space Calcs	X			
	Drive Openings/Locations	X			
	Subdivision Restrictions	N/A			
	Proposed Use	X			
	PB/BOA/Other Restrictions	Pending			
	Fire Department Review	X			
	Open Space/Lot Coverage	X			
	Lot Layout (Lewiston only)				
	Existing Building (s)	X			
	Existing Streets, etc.	X			
	Existing Driveways, etc.	X			
	Proposed Building(s)	X			
	Proposed Driveways	X			
Landscape Plan					
	Greenspace Requirements	X			
	Setbacks to Parking	N/A			
	Buffer Requirements	N/A			
	Street Tree Requirements	X			
	Screened Dumpsters	X			
	Additional Design Guidelines	X			
	Planting Schedule	N/A			

Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	N/A			
	Show Existing Surface Drainage	X			
	Direction of Flow	X			
	Location of Catch Basins, etc.	X			
	Drainage Calculations	N/A			
	Erosion Control Measures	X			
	Maine Construction General Permit	N/A			
	Bonding and Inspection Fees	N/A			
	Post-Construction Stormwater Plan	N/A			
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)	X			
Lighting Plan					
	Full cut-off fixtures	X			
	Meets Parking Lot Requirements	X			
Traffic Information					
	Access Management	X			
	Signage	N/A			
	PCE - Trips in Peak Hour	X			
	Vehicular Movements	X			
	Safety Concerns	N/A			
	Pedestrian Circulation	X			
	Police Traffic	N/A			
	Engineering Traffic				
Utility Plan					
	Water	X			
	Adequacy of Water Supply	X			
	Water main extension agreement	X			
	Sewer	X			
	Available city capacity	Pending			
	Electric	Pending			
	Natural Gas	Pending			
	Cable/Phone	Pending			
Natural Resources					
	Shoreland Zone	N/A			
	Flood Plain	N/A			
	Wetlands or Streams	N/A			
	Urban Impaired Stream	N/A			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	N/A			
	No Name Pond Watershed (Lewiston only)	N/A			
	Lake Auburn Watershed (Auburn only)	N/A			
	Taylor Pond Watershed (Auburn only)	N/A			
Right Title or Interest					

	Verify	X			
	Document Existing Easements, Covenants, etc.	N/A			
Technical & Financial Capacity					
	Cost Est./Financial Capacity	X			
	Performance Guarantee	X			
State Subdivision Law					
	Verify/Check	X			
	Covenants/Deed Restrictions	N/A			
	Offers of Conveyance to City	N/A			
	Association Documents	N/A			
	Location of Proposed Streets & Sidewalks	N/A			
	Proposed Lot Lines, etc.	X			
	Data to Determine Lots, etc.	X			
	Subdivision Lots/Blocks	X			
	Specified Dedication of Land	N/A			
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)	X			
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
A jpeg or pdf of the proposed site plan					
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving					



**USGS LOCATION MAP
PIERCE PLACE HOUSING
LEWISTON, MAINE**

SOURCE: MAINE OFFICE OF GIS

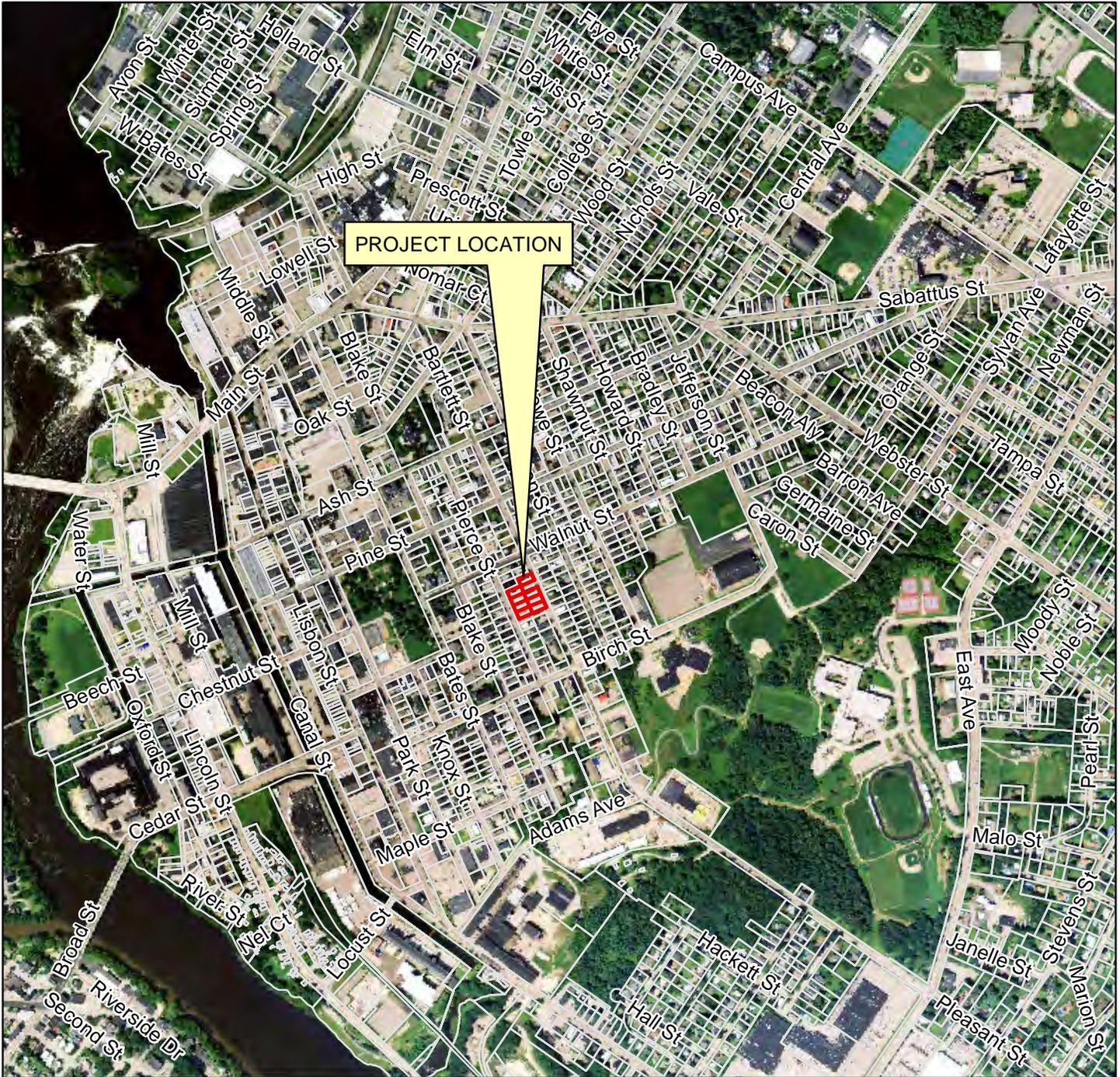
DRAWN: DED
 CHECKED: SJB
 DATE: FEB 2015
 FILENAME: SL-M002 AERIAL
 SCALE: 1 inch = 1,000 feet

FIGURE

1



FAY, SPOFFORD & THORNDIKE, INC.
 ENGINEERS · PLANNERS · SCIENTISTS
 775 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106



TAX MAP
 PIERCE PLACE HOUSING
 LEWISTON, MAINE

SOURCE: MAINE OFFICE OF GIS

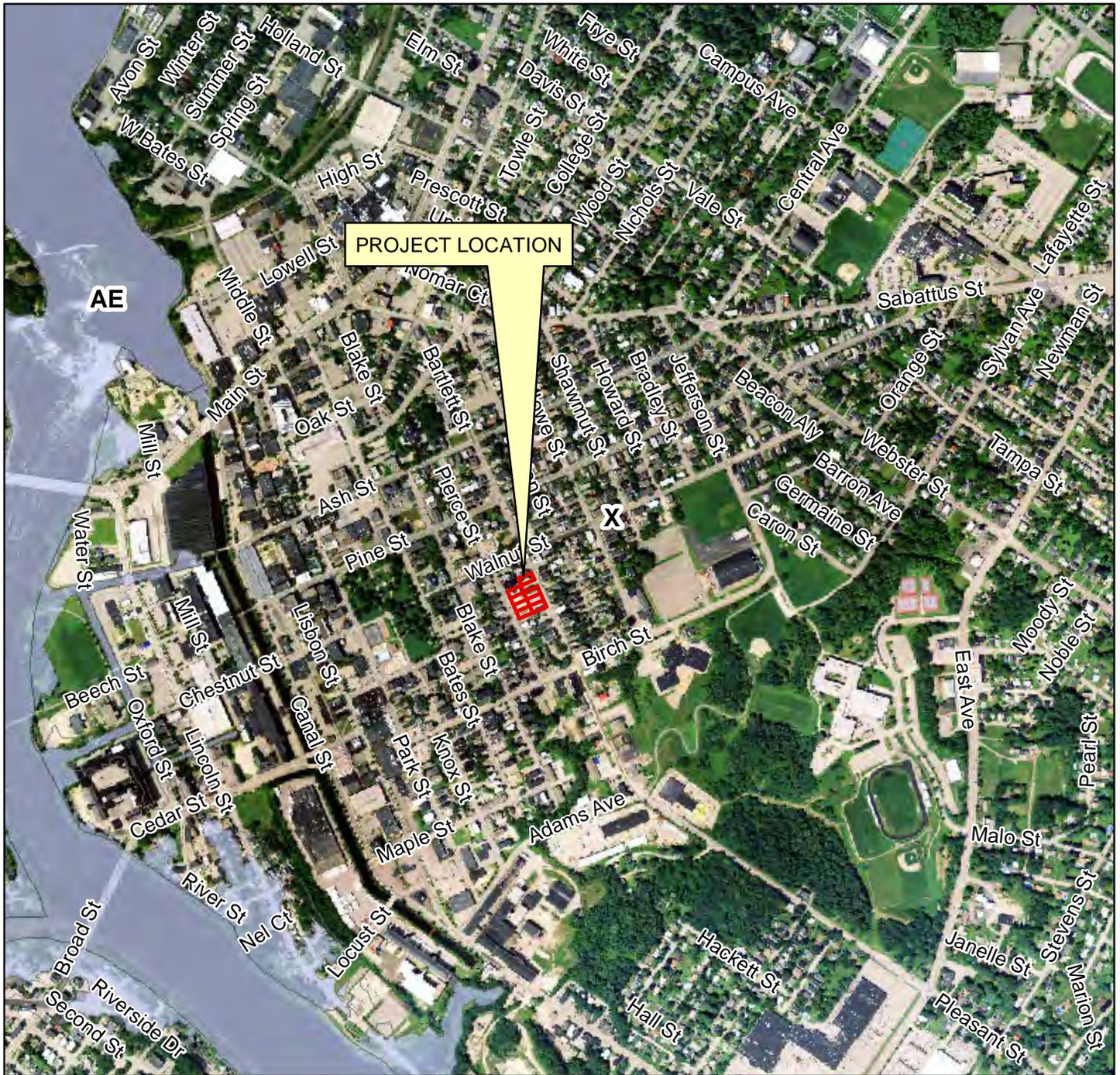
DRAWN: DED
 CHECKED: SJB
 DATE: FEB 2015
 FILENAME: SL-M002 TAX MAP
 SCALE: 1 inch = 1,000 feet

FIGURE

2



FAY, SPOFFORD & THORNDIKE, INC.
 ENGINEERS · PLANNERS · SCIENTISTS
 775 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106



FLOOD MAP
 PIERCE PLACE HOUSING
 LEWISTON, MAINE

SOURCE: FEMA

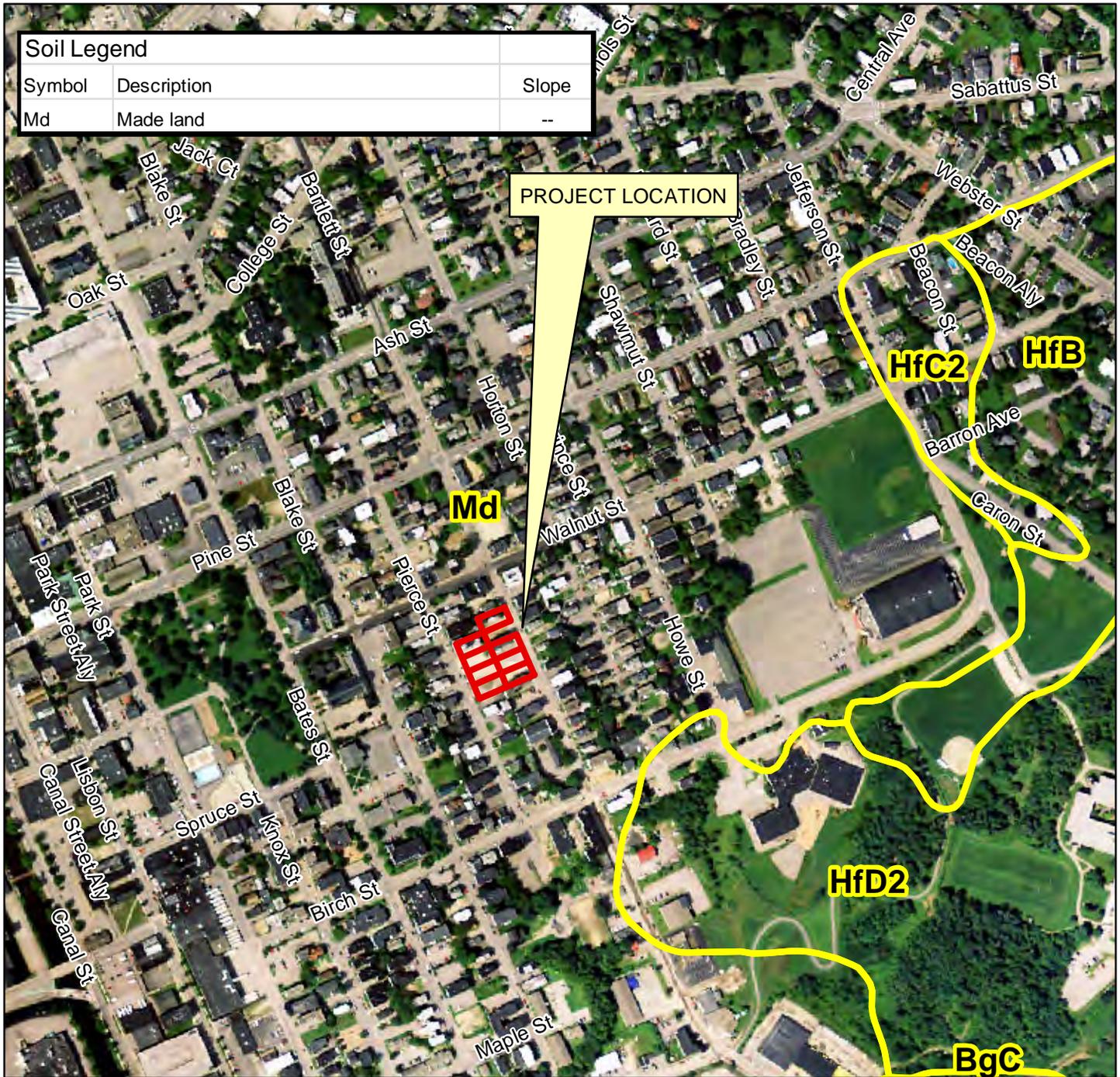
DRAWN: DED
 CHECKED: SJB
 DATE: FEB 2015
 FILENAME: SL-M002 FLOOD
 SCALE: 1 inch = 1,000 feet

FIGURE

3



FAY, SPOFFORD & THORNDIKE, INC.
 ENGINEERS · PLANNERS · SCIENTISTS
 775 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106



Soil Legend		
Symbol	Description	Slope
Md	Made land	--

PROJECT LOCATION

Md

HfC2

HfB

HfD2

BgC



SOILS MAP PIERCE PLACE HOUSING LEWISTON, MAINE

SOURCE: MAINE OFFICE OF GIS

DRAWN: DED
 CHECKED: SJB
 DATE: FEB 2015
 FILENAME: SL-M002 AERIAL
 SCALE: 1 inch = 500 feet

FIGURE

4



FAY, SPOFFORD & THORNDIKE, INC.
 ENGINEERS · PLANNERS · SCIENTISTS
 775 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

ATTACHMENT B

**Financial Capacity,
MaineHousing Notice to Proceed**

Pierce Place Planning Board Narrative: Financial Capacity

Financing for Pierce Place will come primarily from sources controlled by MaineHousing (Maine State Housing Authority). These sources are committed to affordable rental housing projects through an annual competitive application process with applications due in October. After review of the applications MaineHousing issues a Notice To Proceed to the successful applicants outlining the resources committed to the project and the steps required to move forward with the project. Pierce Place has received a Notice to Proceed and a copy is included in the application packet.

The Notice To Proceed reserves up to \$600,000 in tax credits and \$987,000 in loans. There are a number of tax credit syndicators interested in purchasing the tax credits that are expected to yield approximately \$5,000,000 in private equity to the project. Construction financing will come from a Bangor Savings Bank. Bangor Savings has expressed strong interest in providing construction financing; a copy of their initial term sheet is included in the packet.

The reconstruction of 29 units at Pierce Place seeking site plan and subdivision approval is part of the larger Pierce Place scattered site project with a total of 62 units. The financing for the project will include renovations to the existing 33 units as well as the 29 units to be reconstructed on Pierce and Bartlett Streets.

Attachments:

MaineHousing Notice To Proceed dated 1/28/15

Bangor Savings Term Sheet



**TERM SHEET
THIS IS NOT A COMMITMENT TO LEND**

**February 10, 2015
(Effective through June 10, 2015)**

Jim Hatch
Jim Hatch Associates
248 Lower Round Pond Road
Bristol, ME 04539

Re: Pierce Place, Low Income Housing Tax Credit project

Dear Jim,

We are pleased at the prospect of presenting this proposal for financing for the proposed Pierce Place ("Project") low income housing tax credit housing project that Pierce Places Associates LP ("Borrower") and Center City Housing LLC ("Developer") wish to develop in Lewiston, Maine. The proposed terms and conditions are provided for discussion purposes only and do not constitute an offer, agreement or commitment to lend. The actual terms and conditions upon which the Bank may extend credit to the borrower are subject to the satisfactory completion of due diligence, formal credit approval, satisfactory review of loan documentation, and such other terms and conditions as determined by the Bank.

This term sheet is issued to accompany the Borrower's application for MaineHousing subsidy and low income housing tax credit allocation for the Project described below and will give a general idea of the terms upon which Bangor Savings Bank ("Bank") would extend these loans, with the understanding that this letter does not constitute a commitment to extend financing

Borrower: Pierce Places Associates LP

General Partner: Center City Housing LLC (Phyllis St. Laurent, sole principal)

Project Developer: Center City Housing LLC (Phyllis St. Laurent, sole principal)

Project: Pierce Place, a proposed 62-unit acquisition rehabilitation and reconstruction replacement of a multi-family rental housing project to be developed under the Low Income Housing Tax Credit program to be located at Bartlett, Pierce, Maple, Knox and Park Streets in Lewiston, Maine

Loan Amount: up to \$7,255,472

Type: Line of credit for construction

Purpose: To provide for construction financing for a proposed 62-unit multi-family LIHTC rental housing project located at Bartlett, Pierce, Maple, Knox and Park Streets, Lewiston, Maine.

Maturity: Fifteen (15) months

Repayment: Monthly payments of interest with principal due upon construction completion.

Rate: A variable rate equal to Wall Street Journal Prime (currently 3.25%) minus .25%

Loan Fee: \$15,000 payable at construction loan closing

Inspection Fees: \$600.00 per month while construction is in process. This is based on one funding remittance per month

Collateral:

1. First mortgage on real estate and improvements to be constructed at Bartlett, Pierce, Maple, Knox and Park Streets, Lewiston, Maine
2. First security interest and collateral assignment and pledge of all contracts, plans, permits, leases, rents, business assets and accounts related to the project and rights related thereto
3. Collateral assignment and pledge of permanent sources of funding and equity contributions sufficient to fully fund completion of the project and pay Bank construction loan in full

Guarantees: Unlimited guarantee for completion and repayment by:

1. Center City Housing LLC, General Partner and Developer,
2. Phyllis St. Laurent, sole principal of Center City Housing LLC

Conditions:

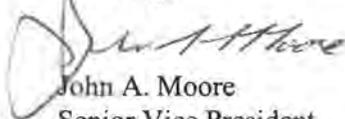
1. Subject to approval and confirmation acceptable to the Bank of the proposed equity sources, grants, MaineHousing subsidy awards, or other equivalent funding sources sufficient for 100% completion of the project and repayment in full of the Bank's construction loan at construction completion.
2. Subject to an award and allocation of Low Income Housing Tax Credits by the MaineHousing and such other subsidy or loan program awards sufficient to provide 100% of the permanent funding for the project.
3. Subject to an "As Is", "Investment Value", "Upon Completion-Subsidized", and "Upon Completion Stabilized" Fair Market Value appraisal of the proposed affordable housing LIHTC Project in Lewiston, Maine indicating a maximum LTV of 85%.

4. Subject to Bank receipt and satisfactory review of a Phase I Environmental Risk Assessment and such other follow-up analysis that may be determined to be necessary by the Bank in its sole discretion.
5. Subject to Bank receipt and satisfactory review of the Market Feasibility Study, final development and construction budget, project pro-forma financial statements, project plans, drawings, and specifications, and a fixed price or guaranteed maximum price construction contract from a bonded general contractor.
6. Subject to satisfactory review of project plans, specifications, and construction contract by a construction engineer acceptable to the Bank.
7. Subject to conformity with any construction procedures, requirements, and inspections required under agreements with governmental authorities, HUD, MaineHousing, the LIHTC Equity Investor, the City of Lewiston, and all permanent funding providers.
8. Subject to terms and conditions of a construction loan agreement including establishment and maintenance of borrower's construction deposit, escrow, and reserve deposit accounts with the Bank, disbursement review and inspection by a construction engineer selected by the Bank, conformity with HUD, MaineHousing, LIHTC Equity Investor, and permanent funding providers' requirements.
9. Subject to receipt and review of the Borrower's and Guarantors financial statements and all other information required by the Bank for underwriting and credit review. The Bank will thereafter require annual financial statements of the Borrower and Guarantor within 60 days of fiscal year end during the term of the loan.

Any commitment that Bangor Savings Bank issues, will be subject to the terms of its usual loan documentation, as approved by counsel for the Bank in connection with this particular transaction, and may include terms and conditions that are different from, or that are in addition to, the terms and conditions stated in this letter. The rate and terms of this commitment are in express reliance on Borrower's maintenance of the indicated banking deposit relationship with the Bank. The Borrower is responsible for all out-of-pocket costs and expenses incurred by the Bank in connection with the proposed loan including appraisal, legal fees, filing fees, environmental due diligence as required, etc. As mentioned above, this letter is intended only to give you a general idea of the Bank's current thinking regarding a structure for this transaction that may be appropriate.

We look forward to hearing from you, and appreciate the opportunity to present this term sheet to you. We appreciate the important commitment to affordable housing and the community development effort involved in this project and we hope to proceed further with our discussions and the underwriting process.

Sincerely,



John A. Moore
Senior Vice President
Community Development Banking



NOTICE TO PROCEED

Not a Commitment of Funding or Tax Credits

January 28, 2015

Ms. Phyllis St. Laurent, Sole Member
Center City Housing LLC
1180 Lisbon Street
PO Box 11
Lewiston, Maine 04240

**Re: Pierce Place, Lewiston, Maine
2015-2016 Qualified Allocation Plan
Rental Loan Program – 2015 Taxable Debt with Subsidy Financing
Set-aside for Replacement Housing in Lewiston**

Dear Ms. Laurent:

Maine State Housing Authority (“MaineHousing”) is pleased to inform you that the application (the “Application”) submitted on October 9, 2014 to the 2015-2016 Qualified Allocation Plan (the “QAP”) and the Rental Loan Program – 2015 Taxable Debt with Subsidy Financing (the “Program”) for the re-construction of 29 housing units and the rehabilitation of 33 housing units in a scattered-site residential rental project now or formerly known as Pierce Place located on Pierce, Bartlett, Knox, Maple and Park Streets in Lewiston, Androscoggin County, Maine, as more particularly described in the Application, (the “Project”) to be owned by Pierce Place Associates LP, a to-be-formed Maine limited partnership, (the “Developer”) has been selected for further processing.

The Application was selected because it was the only application that applied and qualified for the Set-aside for Replacement Housing in Lewiston in the QAP. A copy of the scoring sheet identifying the Application’s total score and the scoring categories in which the Application was awarded points during the selection process based on the commitments made by the Developer in the Application is attached as Exhibit A and made a part of this notice (the “QAP Scoring Summary”).

This is not a commitment of financing, subsidy or low-income housing tax credits. This is a notice to proceed. MaineHousing will continue its underwriting process which includes, but is not limited to, reviewing a real estate appraisal to be commissioned by the construction lender for the Project, performing an environmental review, conducting a site visit, reviewing technical construction submissions, reviewing development and operating budgets and finalizing underwriting. Before MaineHousing continues processing the Application, the Developer must submit a deposit in the amount of \$2,500 for MaineHousing to commission a Phase I environmental

site assessment of the Project to perform an environmental review as more particularly described below. Any unexpended portion of the deposit will be returned to the Developer.

In order to continue processing the Application and complete the underwriting process, the Developer must provide the following information promptly and in form and substance acceptable to MaineHousing:

- an appraisal within the parameters of the Program with *Maine State Housing Authority* identified as an intended user;
- current ALTA survey of the Project prepared by a registered land surveyor, showing the dimensions of any improvements, easements, rights-of-way, encroachments and the extent thereof, established building and street lines, adjoining sites, utilities, location in any flood plain, and such other details required by *MaineHousing's Survey Requirements for Construction Loan Closings and Permanent Loan Closings* set forth in MaineHousing's Construction Standards (as defined below);
- evidence that Developer has all permits, licenses and approvals required for the construction of the Project on the site under applicable federal, state and local laws, ordinances, codes, rules and regulations with the expiration or resolution of all appeals thereof;
- final construction plans and specifications;
- bids for the final plans and specifications;
- final construction budget;
- construction contract(s) for the final plans and specifications;
- HUD approval of the Developer, all partners of the Developer and the Project's management company (HUD Previous Participation Certification, HUD Form 2530, and HUD Identification and Certification of Eligible Limited Liability Corporation Investors);
- Section 8 project-based housing assistance payments contract providing project-based rental assistance for all of the units in the Project;
- relocation plan addressing any temporary relocation resulting from the rehabilitation of the Project in accordance with *MaineHousing's Temporary Relocation and Permanent Displacement Policy* set forth in the Program, and all applicable relocation and displacement requirements, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Section 104(d) of the Housing and Community Development Act of 1970 and associated regulations;
- written construction financing commitment(s) in the amount of the entire construction budget;
- written commitment from an equity provider for the low-income housing tax credits;
- written commitments from all other construction and permanent funding sources necessary to complete the Project; and
- any other information required by MaineHousing to decide whether to issue a commitment of funding and/or to allocate low-income housing tax credits.

After completion of the underwriting process, MaineHousing will determine, in its sole discretion, whether to issue a commitment of funding and to allocate low-income housing tax credits for the Project, and if so, the amount, terms and conditions of any such funding and allocation of low-

income housing tax credits made available for the Project. The Developer applied for and may be eligible for low-income housing tax credits in an amount up to \$600,000 and subsidy in an amount up to \$986,758 subject to underwriting and funding availability. To achieve the most efficient use of these resources, MaineHousing expects the Developer to maximize the amount and availability of other funding sources for the Project, including without limitation, equity from the low-income housing tax credits based on the prevailing market conditions at the time of commitment by MaineHousing. The amount of low-income housing tax credits allocated and/or subsidy committed by MaineHousing may be less if MaineHousing determines that the maximum amount is not necessary for the financial feasibility of the project, based on MaineHousing's underwriting criteria and the availability of other funding sources for the Project.

Fifty percent (50%) of any subsidy committed by MaineHousing to the Developer for the Project will be made available at construction loan closing, or during construction if not all of the subsidy is needed at construction loan closing. The Developer is expected to secure construction financing in an amount sufficient to cover the rest of the total construction budget for the Project from a source other than MaineHousing. The remaining subsidy and any other MaineHousing funding committed to the Developer will only be available at the permanent loan closing unless otherwise agreed to by MaineHousing in writing.

Any commitment of funding and allocation of low-income housing tax credits will be subject to the Developer's performance of the commitments made by the Developer in the Application, including without limitation the commitments for which the Developer was awarded points during the QAP selection process as set forth in the QAP Scoring Summary, and satisfaction of the requirements of the Program and the QAP, including without limitation the following requirements.

Affordability and Use

The Developer made an irrevocable election in the Application to keep at least 40% of the units in the Project (i.e. 25 units) occupied by persons with income at or below 60% of area median income and to keep said units rent-restricted in accordance with Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). In addition, the Developer pledged in the Application to keep at least 26 units in the Project occupied by persons with income at or below 50% of area median income, to keep the remaining units in the Project occupied by persons with income at or below 60% of area median income, and to keep all of the units in the Project rent-restricted in accordance with Section 42 of the Code for a period of 45 years.

The gross rent floor for the Project pursuant to Section 42(g)(2)(A) of the Code will be determined based on the applicable maximum tax credit rents for the Project as of the date of this notice to proceed, unless the Developer elects to have the gross rent floor take effect on the date the Project is placed in service by notifying MaineHousing in writing of such election before the Project is placed in service.

Extended Low Income Housing Commitment Agreement

The Developer will be required to enter into an extended low income housing commitment agreement (commonly referred to as the "extended use agreement"). The extended use agreement will be recorded in the appropriate registry of deeds, will be enforceable by MaineHousing and the residents of the Project and will obligate the Developer, its successors and assigns, to comply with Section 42 of the Code and to perform the commitments made by the Developer in the Application, including without limitation, the affordability and use requirements set forth above, resident service coordination required to be offered to residents of the Project under the QAP and the commitments set forth in the QAP Scoring Summary for which the Application was awarded points.

Federal Home Investment Partnerships Program (FedHOME)

The source of funding for the subsidy for the Project will be federal funds governed by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 USC § 12,701 *et seq.*, and the HOME Investment Partnerships Program Rule, 24 CFR, Part 92, all as amended, (collectively "FedHOME"). In addition, all or a portion of the debt from MaineHousing or other funding for the Project may be eligible as matching funds for FedHOME. Any funding commitment will designate the FedHOME-assisted units and any FedHOME match units, identify eligible matching funds if applicable, and require the Developer to comply with all applicable FedHOME requirements.

Environmental Review (FedHOME)

FedHOME requires MaineHousing to conduct an environmental review of the Project pursuant to 24 CFR §92.352 and regulations in 24 CFR Part 58. The environmental review will include, without limitation, a comprehensive Phase I environmental site assessment of the Project and all areas adjacent to the Project prepared by MaineHousing's environmental consultant in accordance with the EPA All Appropriate Inquiry Standards and any further investigation or action required by MaineHousing pursuant to the Phase I assessment. Access to all areas adjacent to the Project, in addition to the Project, is necessary to complete the environmental review of the Project.

MaineHousing will not issue a commitment until the environmental review has been completed to MaineHousing's satisfaction and MaineHousing receives a release of funds by the United States Department of Housing and Urban Development pursuant to 24 CFR Part 58. The Developer or any participant in the development process shall not take any choice-limiting actions or actions with adverse environmental impacts until the environmental review is completed and MaineHousing receives a release of funds from HUD. See the *Notice of HUD Prohibition on Choice-limiting Actions* attached as Exhibit B for guidance. If the Developer or any participant in the development process takes a choice-limiting action or an action with adverse environmental impacts after MaineHousing's receipt of the Application, the Developer may not be eligible for funding under the Program.

Any environmental hazards or conditions on the Project site or adjacent areas that impact the Project identified by MaineHousing pursuant to the environmental site assessment shall be remediated or addressed to MaineHousing's satisfaction.

Design and Construction Requirements

The Project shall be designed and constructed in accordance with all applicable federal, state and local laws, codes, regulations and ordinances. In addition, the design and construction of the Project shall comply with MaineHousing's *Quality Standards and Procedures Manual* dated June, 2014 ("MaineHousing's Construction Standards").

The Project shall comply with *Maine State Housing Authority's Accessibility Policy and Procedures for the Design and Construction of Multi-family and Supportive Housing Projects* included in MaineHousing's Construction Standards which requires the Project to be designed and constructed in accordance with the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and Title III of the Americans with Disabilities Act of 1990 and the Maine Human Rights Act, together with all regulations, accessibility standards and guidance associated therewith, and all other applicable federal, state and local accessibility laws, regulations and standards, as any or all of the foregoing may be amended.

MaineHousing expects the construction loan closing will occur no later than December 31, 2015. If the construction loan closing does not occur by this date, MaineHousing may terminate the award of funding described in this Notice to Proceed, and any commitment of funding and low-income housing tax credits.

MaineHousing may deem the Application withdrawn if (1) there is any change in the commitments or representations made in the Application, (2) there is a change in the location of the Project from that identified in the Application, (3) the Application is assigned or there is any change in the applicant under the Application, (4) there is any change in the design or costs of the Project from that described in the Application that will result in a substantial increase in the MaineHousing funding for the Project, (5) there is any other material or substantive change to the Application, or (6) the Developer or any principal or affiliate thereof is or becomes (a) insolvent or the subject of any proceeding or arrangement for relief from creditors, including without limitation bankruptcy, or otherwise suffers a material adverse change in financial condition; (b) 60 or more days delinquent or otherwise in default of any MaineHousing loan not cured within any applicable cure period; or (c) debarred, suspended or excluded from any federal or state programs.

Center City Housing LLC

January 28, 2015

Page 6

If you have questions, please contact Victoria Dute, the Multifamily Loan Officer assigned to the Project, at (207) 626-4679 or vdute@mainehousing.org, or Lou Turmelle, the Construction Analyst assigned to the Project, at (207) 626-4673 or lturmelle@mainehousing.org.

Sincerely,



Daniel Brennan

Director of Development

The undersigned hereby acknowledges, accepts and agrees to the foregoing Notice to Proceed, and the undersigned hereby certifies that she is duly authorized to execute this Notice to Proceed on behalf of the Developer.

CENTER CITY HOUSING LLC

Witness

By: _____

Phyllis St. Laurent
Its Sole Member

cc: Jim Hatch, Development Consultant
Victoria Dute, MaineHousing Loan Officer
Lou Turmelle, MaineHousing Construction Analyst

ATTACHMENT C

Lighting Catalog Cuts



BEACON
design . performance . technology

Ordering
rev 03.21.2013

Type: **S1 & S2**

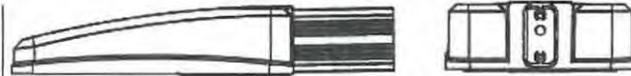
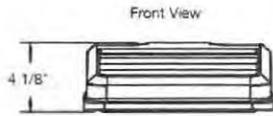
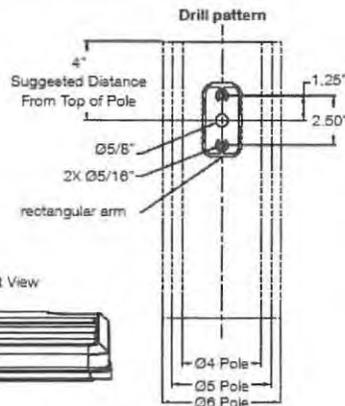
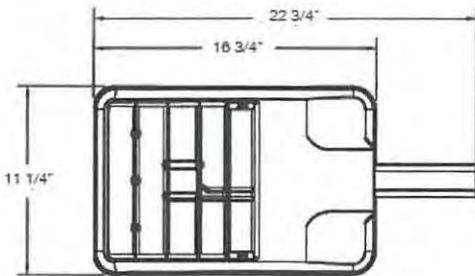
Ordering Code: **VP-S 22NB-50 4K **-UNV-PCRU120 RA BB**

Job Name:

Notes: ** = Distribution Type
S1 Distribution - T3
S2 Distribution - T5QM

VIPER (SMALL)

details

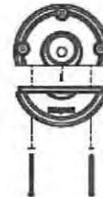


RA rectangular arm

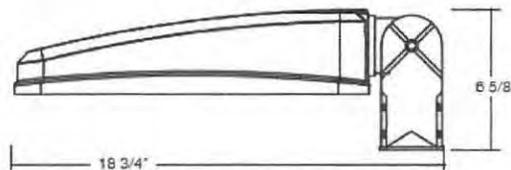
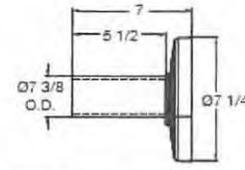


SF2 2-3/8" OD slip-fitter

Accepts 2 3/8" OD tenon, min 4" long.



WB wall bracket



PK2 2-3/8" adjustable knuckle

weight: 15lbs epa: 0.67 ft²

ORDERING EXAMPLE: VP-S / 30NB-90 / 5K / T5R / UNV / PCRU-TL / SF2 / BB

model	engine-watts	cct-color temp	optics	voltage	electrical options	mounting options	color
VP-S	22NB-50	5K 5000K	T2 type II	UNV 120-277	PCRU photocell (specify voltage) ¹	RA rectangular arm	BB black
(small)	22NB-70	4K 4000K	T3 type III	347	PCR3 photocell receptacle ²	SF2 2-3/8" OD slip-fitter	BZ bronze
	30NB-70	3K 3000K	T4 type IV	480	PCR4 photocell receptacle ³	PK2 2-3/8" adjustable knuckle	BW white
	30NB-90		T5R rectangular	12VDC	TL twistlock photocontrol	WB wall bracket	BG green
		5k 5000K (standard)	T5QM sq medium	(consult factory)	SC shorting cap		BY gray
			T5W round wide		NP no photocontrol		MB met. bronze
					2PF dual power feed ^{4,5}		MT met. titanium
					std. electrical options		— RAL
					lifesield™ thermal protection		— OTHER
					20k-surge protection ⁶		
					dimming drivers		

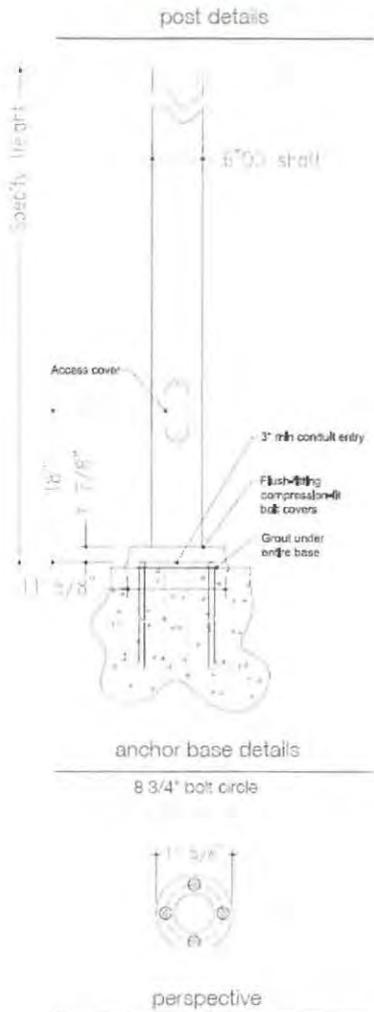
¹ 120-277 only ² 347V only ³ 480V only ⁴ not available on 30NB-90 ⁵ not available @ 347V/480V input ⁶ not available @ 347V input

Types S1 & S2 Poles

VAN6

VAN6/S/20'/6Q/OT/BB (Types S1 & S2)

Posts & Arms | 6" Vandal Resistant Post



ordering logic

model
 VAN6 **6" Vandal Resistant Post**

profile
 S smooth
 F fluted

height
 12 12
 14 14
 16 16
 18 18
 OTHER **20ft**

shaft
 6M 6M, .188" wall thickness (GI)
 6Q 6Q, .250" wall thickness

pole top
 OT open top (for post top arm)
 TN teion (standard 3"x3")
 ARC scum final
 BAL ball final
 OTHER _____

options
 GFI-IU 20AMP GFCI receptacle with painted aluminum cover
 OTHER _____

color
 BB black
 BC bronze
 GR green
 WH white
 BY grey
 RAL RAL _____

ordering example
 VAN6 / S / 16 / 6M / OT / GFI-IU / BB

specifications

construction
 Post shall be made from a one-piece, seamless extruded aluminum shaft welded to a cast aluminum monolithic base. A welded ground lug is accessible through the hand hole, which shall be located on the post shaft (opposite of the opening) and concealed by a formed aluminum cover. All cast aluminum parts shall be low copper alloy A366. All extruded aluminum parts shall be alloy 6061-T6. Cast aluminum bolt covers, which are mechanically attached to the base plate, are optional for this post and should be considered when a base cover will not be used. Standard fluted shaft profile shall be 12-flat flutes.

anchor bolts
 1"x24"x3" anchor bolts, double hex nuts and flat washers shall be hot dipped galvanized steel. A bolt circle template shall be provided for installation.

vibration dampeners
 Vibration dampener pads shall be provided when required by customer or deemed necessary by Beacon products. Please consult factory for bridge mounted applications.

EPA (effective projected area)
 EPA is defined as (surface area X drag factor) and measured in ft². Allowable post, luminaire arm, luminaire and accessory EPAs are derived from the most current published AASHTO (American Association of State Highway and Transportation Officials) standard, currently AASHTO 2001 (60yr design life). Customer assumes all responsibility for selecting the appropriate post for installation (consult factory for assistance). Luminaire arm, luminaire and accessory EPA must be equal to or less than allowable EPA of post. Consult a professional engineer for compliance with local codes and standards.

fasteners
 All fasteners shall be stainless steel. When tamper resistant fasteners are required, spanner HD (snake eye) style shall be provided (special tool required).

finish
 Finish shall be Beacote V polyester powdercoat paint, electrostatically applied and thermocured. All painted surfaces shall be subjected to chemical pre-treatment prior to painting by full immersion process. Finish shall meet or exceed AAMA 2604 standards.

available EPA index			AASHTO 2001 wind zones (mph)						
catalog #	wall thickness	nominal height	90	100	110	120	130	140	150
VAN6/S/12/6Q	.125"	12'	15.3	12.2	10.0	8.3	6.9	5.9	5.1
VAN6/S/14/6Q	.125"	14'	12.5	9.9	8.0	6.6	5.5	4.7	4.0
VAN6/S/16/6M	.188"	16'	16.4	13.1	10.6	8.8	7.4	6.2	5.3
VAN6/S/16/6Q	.250"	16'	22.3	17.9	14.6	12.1	10.2	8.7	7.5
VAN6/S/18/6M	.188"	18'	13.6	10.7	8.7	7.1	5.9	5.0	4.2
VAN6/S/20/6Q	.250"	20'	16.6	12.6	10.3	8.5	6.9	5.8	5.0
VAN6/S/25/6Q	.250"	25'	10.5	7.9	6.3	5.0	4.1	3.4	2.9
VAN6/F/14/6Q	.250"	14'	24.9	19.4	15.3	12.2	9.8	7.9	6.5
VAN6/F/16/6Q	.250"	16'	17.1	12.9	9.7	7.4	5.5	4.0	2.9
VAN6/F/20/6Q	.250"	20'	14.1	10.3	7.6	5.4	3.9	2.8	1.4
VAN6/F/25/6Q	.250"	25'	8.3	5.4	3.2	1.6	0.3	0.0	0.0

CAUTION: Consult factory for structural approval prior to attaching banners or other appendages. Warranty void if pole is cut, welded, drilled or otherwise modified outside Beacon factory.

ATTACHMENT D

Supporting Evidence – Approval Criteria

ATTACHMENT D
SUPPORTING EVIDENCE – APPROVAL CRITERIA

In accordance with Article XIII Section 3(g), we offer the following evidence in support of each of the application requirements:

Section 3 – Procedure

(g) Application Requirements

- (1) See accompanying cover letter and application forms (contained in Attachment A).
- (2) See original copy contained with submission of 15 copies.
- (3) Included with complete submission.

(g)(a) General Information

- (1) The record owners are:

Owner 1 – Lots 108 & 109; Lots 125 & 126
St. Laurent Housing Associates
1180 Lisbon Street, Box 11
Lewiston, ME 04240

Owner 2 – Lots 110, 111, 124 & 128
City of Lewiston

Owner 3 – 82 Pierce Street
Don Allen Corporation, Inc.
38 Walnut Street
Lewiston, ME 04240

Applicant
Pierce Place Associates LP
St. Laurent Housing Associates
1180 Lisbon Street, Box 11
Lewiston, ME 04240

- (2) Pierce Place Apartments
- (3) See Figure 1 included in Attachment A to this submission.
- (4) See Existing Conditions Plan by Four Points Associates, Inc. included in the accompanying plan set.
- (5) See accompanying Existing Conditions Plan and Tax Map figure in Attachment A.
- (6) See Attachment B.
- (7) See Survey Plan and Site Plans for surveyor and engineer's seal.

(g)(b) General Information

- (1) The site is located in the Downtown Residential District (DR).
- (2) See Survey Plan.
- (3) The existing utilities including locations and sizes have been depicted on the Survey Plan based on best available information.

FAY, SPOFFORD & THORNDIKE

- (4) See Survey Plan.
- (5) No building(s) currently occupy this site.
- (6) See Survey Plan.
- (7) See Survey Plan – not all information is provided within 200 feet of the site. A waiver to provide this information is requested.
- (8) Not Applicable.
- (9) The sites generally drain from Pierce Street towards Bartlett Street.
- (10) Not applicable.
- (11) Not applicable – see Survey Plan.
- (g)(c) *Proposed Development Activity*
- (1-5) See Site, Grading and Utility Plans.
- (6) Not Applicable.
- (7) See Lighting Plan.
- (8) See Site Plans.
- (9) None required.
- (10) Work is scheduled for the summer 2015 with completion by early 2016.
- (4) ***Additional Information that May be Required***
- (a) See Existing Conditions; Survey; and Site Layout, Grading and Drainage Plans
- (b)1-4 The project will rely on existing drainage infrastructure within Pierce Street and Bartlett Street. The activity will result in a decrease of overall imperviousness on the properties therefore, it is concluded that sufficient drainage infrastructure is in place to handle runoff generated by the site.
- (b)5 See erosion control measures on site plans.
- (c) Not applicable.
- (d) See Site Layout, Grading and Utility Plans.
- (e) See Site Plans – in general, landscaping is limited.
- (f) A waiver is requested for a traffic impact analysis based on the site’s historical use and limited anticipated trip generation.
- (g) A letter requesting confirmation by the Lewiston Water & Sewer Division (LWSD) of adequate water supply has been issued and we are awaiting their response.
- (i) See Site Plans.
- (j) See Subdivision Plan prepared by Four Points Associates, Inc.
- (k) See Subdivision Plan prepared by Four Points Associates, Inc.
- (l) Not applicable. There are no spaces proposed for dedication to public use or ownership.
- (m) See Survey Plan and Subdivision Plan.
- (n) Not applicable.
- (o) Not applicable.
- (p) Not applicable.

- (q) To be submitted prior to signing of plans.
- (r) The cost information and evidence of financial capacity for the project is included in this submission in Attachment B.

In accordance with Section 4 – Approval Criteria the following evidence is provided:

A. Utilization of the Site

Supporting Evidence: The 0.91 acre has historically contained multi-unit residential housing. There were seven (7) dwellings previously on the eight tax map lots with a total of 56 units. The current proposal includes three buildings with 29 units, which is less than the allowable density of 32 units. There are no wetlands, steep slopes, floodplains, or unique natural features that restrict development opportunity on the site.

B. Traffic Movement Into and Out of the Development Area

Supporting Evidence: The development is replacing a previously existing land use. Traffic volumes associated with the development will be less than 100 vehicle trips in the AM or PM peak hours, thus precluding the need for a Traffic Movement Permit. No significant impacts to nearby intersection's Level of Service are expected due to low anticipated traffic volumes.

C. Access to the Site

Supporting Evidence: The development will include one driveway onto Pierce Street and two driveways onto Bartlett Street. Sight lines in each direction at each driveway will exceed 500 feet. The proposed driveways enter into the adjacent streets at reasonable grade (<5%) and at perpendicular angles.

D. Internal Vehicular Circulation

Supporting Evidence: The project is a residential use and will include three relatively small parking lots containing less than 20 parking spaces each. Adequate access aisles are provided to the parking lots (see Figure 1 attached for example). Emergency vehicular access is provided by the adjacent City street system.

E. Pedestrian Circulation

Supporting Evidence: The Site Plan includes internal circulation for pedestrians through a system of walkways connecting to the City sidewalks on Pierce and Bartlett Streets. The interior walkway system will connect each of the buildings and allow ease of foot traffic within and to/from the site.

F. Stormwater Management

Supporting Evidence: The project involves redevelopment of a previously existing land use. Overall site imperviousness will decrease and the site's overall drainage patterns will remain generally unchanged. There are existing public stormwater systems in Pierce Street and Bartlett Street. Peak flows to these systems are expected to remain unchanged or decrease due to the decrease in imperviousness on the site.

G. Erosion Control

Supporting Evidence: The project involves a previously developed parcel that contains no significant slopes, excessive topography, natural resources, or special areas of concern. Provisions for the prevention of erosion during construction are included in the plans. These measures include, but are not limited to, the temporary placement of sediment barriers around the site, temporary stabilized construction entrances, and sediment capture measures at nearby drainage inlets. The site is not located near a stream or waterbody. No significant removal of topsoil is anticipated.

H. Water Supply

Supporting Evidence: The project will continue to use the existing water supply systems in Pierce Street and Bartlett Street. Existing water services not intended for reuse will be abandoned or otherwise taken out of service per the LWSD requirements. New fire supply and domestic water supply services will be provided to each building.

I. Sewage Disposal

Supporting Evidence: The project includes the reuse of existing sewer services and/or abandonment of existing services in accordance with the LWSD requirements. All wastewater flows are expected to be domestic in nature and no special measures such as grease traps or septic tanks are required. A request for "Capacity Availability" has been requested from the LWSD. The project's mechanical and plumbing systems will include modern "low flow" fixtures, thus contributing to an overall anticipated decrease in water use and wastewater generation.

J. Utilities

Supporting Evidence: The project will include new overhead power, communications, and cable services, off the existing overhead lines in Pierce Street and Bartlett Street.

K. Natural Features

Supporting Evidence: The site contains no significant natural features due to its historical land use.

L. Groundwater Protection

Supporting Evidence: The development includes the connection to public water supply and wastewater collection systems, thus avoiding any adverse effects to the quality or quantity of groundwater.

M. Water and Air Pollution

Supporting Evidence: The site will not generate significant runoff conditions or air emissions that could contribute to undue water or air pollution. The buildings will utilize state of the art heating systems, thereby minimizing air emissions.

N. Exterior Lighting

Supporting Evidence: The Site plans include several pole mounted light fixtures in the parking lots to provide security level lighting. All fixtures will be cut off system at a maximum mounting height of 20'. There are no building mounted lights proposed.

O. Waste Disposal

Supporting Evidence: The project will include a solid waste enclosure space that will be maintained and serviced through a vendor contract. The applicant currently anticipates a 14 cubic yards capacity/week with a portion of this waste stream recyclable.

P. Lot Layout

Supporting Evidence: Three lots are proposed each of which will contain sufficient area to meet the residential density requirement of 1,250 SF/unit. Each lot will meet the required space and bulk requirements contained in Article XI as follows:

Table 1 – Space and Bulk Regulations				
Space and Bulk Regulations	Required	Lot 1 Provided	Lot 2 Provided	Lot 3 Provided
Minimum Lot Area	5,000 SF	11,162 SF	13,754 SF	15,014 SF
Minimum Net Lot area per Dwelling Unit	1,250 SF/DU	1,860 SF	1,250 SF	1,251 SF
Minimum Street Frontage	50 FT	50 FT	150 FT	139.24 FT
Minimum Setbacks:				
Front Yard	N/A	0 FT	0 FT	0 FT
Side/Rear Yard	10 FT (one side)	10 FT(side) and 9.27 FT (rear)	10 FT	10 FT
Impervious Area by Lot		8,028 SF	9,537 SF	10,964 SF
Maximum Impervious Surface Ratio	75%	72.4%	69.3%	73.0%
Maximum Building Height	60 FT	29' - 3"	29' - 3"	29' - 5"

Q. Landscaping

Supporting Evidence: A limited amount of landscaping is provided on the plans including street tree plantings along Pierce and Bartlett streets in the few areas available for such planting placement.

R. Shoreland Relationship

Supporting Evidence: Not applicable.

S. Open Space

Supporting Evidence: The project involves the replacement of 29 dwelling units. Due to the placement of structures, parking, and related facilities, there is limited availability of open space on the site. A central courtyard containing approximately 6,000 SF of lawn, sidewalk, and limited landscaping is provided between Buildings 2 and 3.

T. Technical and Financial Capacity

Supporting Evidence: Financing for Pierce Place will come primarily from sources controlled by MaineHousing (Maine State Housing Authority). These sources are committed to affordable rental housing projects through an annual competitive application process with applications due in October. After review of the applications, MaineHousing issues a Notice To Proceed to the successful applicants outlining the resources committed to the project and the steps required to move forward with the project. Pierce Place has received a Notice to Proceed and a copy is included in Attachment B. The Notice To Proceed reserves up to \$600,000 in tax credits and \$987,000 in loans. There are a number of tax credit syndicators interested in purchasing the tax credits that are expected to yield approximately \$5,000,000 in private equity to the project. Construction financing will come from Bangor Savings Bank. Bangor Savings has expressed strong interest in providing construction financing; a copy of their initial term sheet is included in Attachment B.

The reconstruction of 29 units at Pierce Place seeking site plan and subdivision approval is part of the larger Pierce Place scattered site project with a total of 62 units. The financing for the project will include renovations to the existing 33 units as well as the 29 units to be reconstructed on Pierce and Bartlett Streets.

U. Buffering

Supporting Evidence: The setting of the proposed multi-unit residential land use is within a similar residential context thereby minimizing the need for substantial buffering. Several fences will be provided to provide separation to adjacent properties.

V. Compliance with District Regulations

Supporting Evidence: To the best of our interpretations, the proposed development will be compliant with the District Regulations except for that the rear yard area for Lots 2 and 3 will be less than 10 feet. In addition the rear setback for Lot 1 will be 9.27 feet.

Regarding encroachment of parking within the rear yard setback, there will be parking spaces and the solid waste enclosure located within the rear yards of proposed lots 2 and 3. The rear setback encroachment for Lot 1 is associated with a roof overhang. In accordance with Article IX Part (11) the following evidence is provided:

- a. *Detached single-family dwellings and their accessory structures may be located a minimum of ten feet from the nearest point of any existing principal structure or building on any adjacent lot.*

All other residential and nonresidential structures requesting modifications must be constructed in accordance with the current building code.

Supporting Evidence

Not applicable

- b. *The granting of the reduction will not result in undue impact on adjacent properties due to the placement of buildings or structures, location of service, parking or storage areas, diversion of surface water or blocking of solar access;*

Supporting evidence

The proposed parking and solid waste enclosure are positioned to best serve the development and recognizing that the project is under a common ownership, the reduction in the rear yard is considered reasonable. Provisions including a common open space area of nearly 4,000 SF between Buildings 2 and 3 are considered a reasonable offset to the yard encroachment. The rear yard encroachments do not impact any adjacent property under separate ownership.

The rear setback encroachment for Lot 1 is associated with the rooftop overhang. The setback encroachment is less than 1 foot. This encroachment will not result in undue impact to adjacent properties as it is simply a roof overhang.

- c. *The modification will not impede the ability of public safety services to reach or service the property or adjacent properties;*

Supporting Evidence

The rear yard encroachments included paved parking and the solid waste enclosure. Adequate area is provided between Buildings 2 and 3 for the movement of public safety services to reach or service the properties or adjacent properties. The roof overhang of the rear setback on Lot 1 will not impede emergency access to the property.

- d. *The modification provisions cannot be used to further modify space and bulk requirements already reduced pursuant to the cluster provisions found under article XIII, sections 7 and 9; or to reduce the minimum lot size, minimum frontage, minimum setback and minimum yard requirements for article XI for single-family cluster developments, mixed residential developments, mixed single-family residential developments and mobile home parks as they apply to the development in its entirety as if it were a single unit; or to further modify yard and setback reductions allowed for awning and canopy installations, and existing service stations, pursuant to article V, subsections 3(q) and (t), respectively.*

Supporting Evidence

Not Applicable

W. Design Consistent with Performance Standards

Supporting Evidence: To the best of our interpretation, the proposed development will be compliant with the applicable performance standards.

In accordance with Article XIII Section 5, we offer the following evidence in support of each of the application requirements:

- (1) The development will not result in undue water or air pollution as the project site is not located near a floodplain or other natural resource areas. The site development represents the replacement of previously developed land and it will rely on available public utilities for water and sanitary sewer. The project will not result in undue air emissions as it consists of residential housing.
- (2) The project will rely on the public water supply, for which there has been sufficient evidence of capacity availability based on the site's past land use and conditions. There are no wells proposed as part of the project.
- (3) To the best of our understanding there is adequate capacity availability. The LWSD has been contacted regarding their ability to provide continued service to the site and we currently await their determination.
- (4) The development plans have been prepared to include erosion and sediment control measures to be installed temporarily during construction. The long-term stabilization of the site will include the placement of buildings, paved surfaces or loamed and seeded ground areas. The site contains no significant slopes or soils conditions warranting special erosion control measures.
- (5) The subdivision represents the replacement of housing units lost due to fire. The total number of units is reduced from previous amounts and the generation of traffic attributable to the new development is expected to be no greater than historical background values. The city streets adjacent the project are suitable for the proposed traffic generated by the development based on their existing conditions.
- (6) The development will continue to rely on sanitary sewer services connected to the existing municipal wastewater collection system. The overall wastewater generation from the site is expected to be lower than historic values based on the reduction in overall units on the site as well as the use of more modern plumbing fixtures.
- (7) The development will rely on a Contract with a private waste hauler for the routine removal of solid waste from the site, thus minimizing any burden on the City's municipal waste collection and disposal services. Based on the historic site use, there will be no adverse effect on the City's sewage waste collection, conveyance and treatment systems, essentially as there will be no increase in wastewater generated from the site above historical background levels.
- (8) The development will not result in undue adverse impact to scenic or natural beauty as it is considered a replacement of what was an existing multi-unit residential land use. The site does not contain any natural areas, public spaces, or related physical or visual resources that could be impacted.
- (9) The subdivision is located within the Downtown Residential District where multi-unit housing is identified as appropriate and consistent with the comprehensive plan.

- (10) As outlined in others areas of the submission materials, the applicant has provided evidence of adequate financial and technical capacity to undertake the project.
- (11) The Subdivision is not located within 250 feet of any pond, lake, river, or tidal waters.
- (12) The Subdivision will rely on the available public water supply system and there are no wells being proposed. The project will also rely on the municipal wastewater collection systems, thus there will be no impact to the quality of quantity of groundwater.
- (13) The development site is not located in a mapped flood area according to FIRM 23001C0327E
- (14) The Subdivision is not anticipated to result in adverse impacts to solar access for existing buildings or adjacent parcels as the proposed building heights are consistent with the nearby structures and the proposed buildings will adhere to the zoning setbacks for the district.

In accordance with Article XII Section 22, we offer the following evidence:

Section 22 – Residential Design Standards for the Downtown Residential and Riverfront Districts

- (a) The primary design intent of the proposed project has been to create a housing complex that reflects the surrounding neighborhood while providing an example of high quality, reduced-density housing that will set an example for future residential development in the downtown. A sense of community and place is fostered by providing a modicum of open space with a central courtyard within a context of building design that reflects the history of the neighborhood. Internal walkways connecting the buildings to each other and to the street provide for a pedestrian oriented development that will allow the public mid-block passage between Pierce and Bartlett Streets. The openness of the plan provides for a friendlier and safer neighborhood, as witnessed by the following comments by Sgt. David Chick, Inspector of Police: “As mentioned during the meeting, from a policing perspective, the presented design having the opened terrace style entrances presents much more visual “transparency” to act as a deterrent against hidden actions taking place in the immediate vicinity outside these residential properties. Whether officers are patrolling by vehicle, bicycle, or walk by, there is very good sightlines being created observed from either street. It also seems that would serve to balance out the quality of life experience of residents in the front and rear apartments; presenting a much more contiguous approach throughout the entire unified parcel(s) of property. In light of some of the criminal conducts which have taken place historically in this neighborhood, and still a concern, this design appears to attempt addressing that in a more proactive manner for discouraging that here. That value would be greatly reduced if the proposed terraces were made to be enclosed just to superficially adapt in strictness to interpretation of ordinance.”
- (1) All three buildings have porches that orient to the street, while also providing visual and walking access to the parking and interior court yard. This design complies with the earlier tradition of Porches that faced the street while at the same time meeting the needs of modern residents with automobiles. The porches on Buildings 2 and 3 are a generous 21 feet wide by 8 feet deep. The porch on Building 1 is a generous 12 feet wide by 8 feet deep. The generous size of the porches creates a sizable roofed, weather-protected sitting area where residents can sit and watch activity on the street while chatting with their neighbors and/or watch their children playing.
- (2) While the porches are not on the street facade of the buildings, they are designed to orient to the street while still providing access to the parking areas and internal circulation between the buildings. The focus on the street is depicted on Sheet A2.4 included in Attachment E. All entrance doors are clearly visible from the street.

FAY, SPOFFORD & THORNDIKE

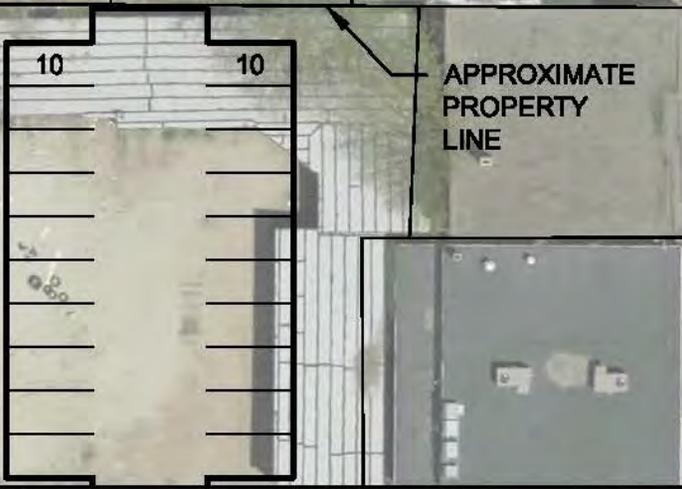
- (3) The architecture and human scale of this multifamily development is inspired by the 19th century 3 and 4 story multifamily dwellings on Pierce and Bartlett Streets. Roof overhangs, bay windows, and fenestration are reminiscent of these proud 19th century structures. The double hung windows, clapboards and trim are all white, consistent with many of the historic buildings.
- (4) In addition to the street facades, all other facades are also articulated to break down the scale so as to enhance the pedestrian environment and provide visual interest from the back and side yards as well as the front yards.
- (5) Visual and acoustical privacy is provided between all units. For acoustic separation between the units vertically the IBC (International Building Code) and the Maine State Housing Authority, require a STC (Sound Transmission Class) of 50. To insure superior acoustic separation, the developer will specify an STC of 54 minimum. Most of the windows will be considered as a second means of egress so these windows will be relatively large, maximizing natural light and natural ventilation.



BARTLETT STREET

WALNUT STREET

PIERCE STREET



82 PIERCE STREET
LEWISTON, MAINE

PROPOSED 20 SPACE
PARKING LOT



FAY, SPOFFORD & THORNDIKE
ENGINEERS - PLANNERS - SCIENTISTS
77B MAIN ST, SUITE B, SOUTH PORTLAND, ME 04108

DRAWN: DED	DATE: 02.27.15
DESIGNED: SRB	SCALE: 1" = 40'
CHECKED: SRB	JOB NO. -

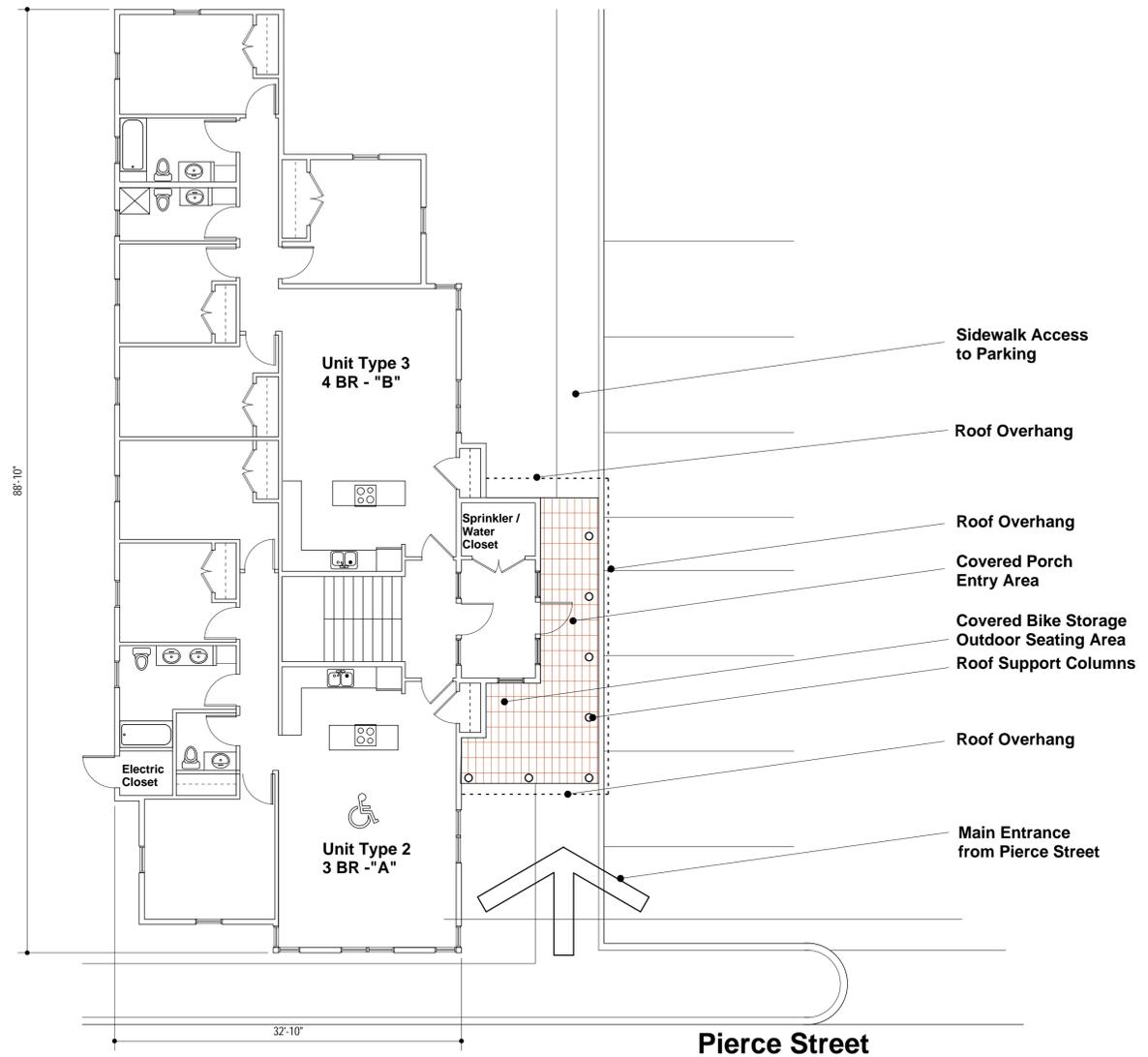
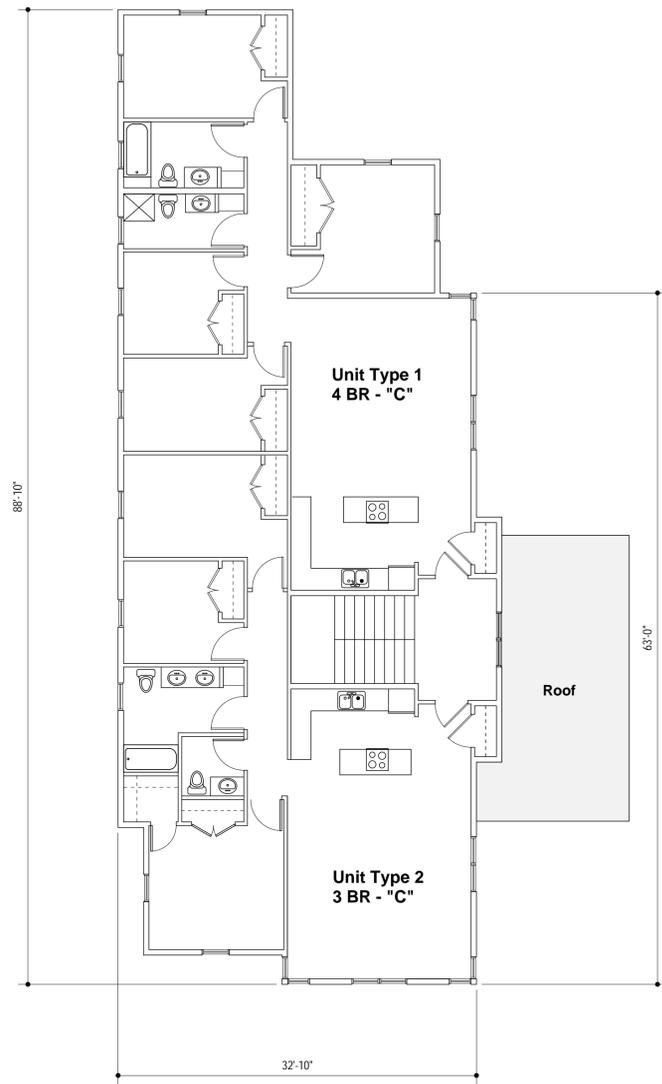
FIGURE

1

FILE NAME: 82 PIERCE ST

ATTACHMENT E

Architectural Drawings



Legend

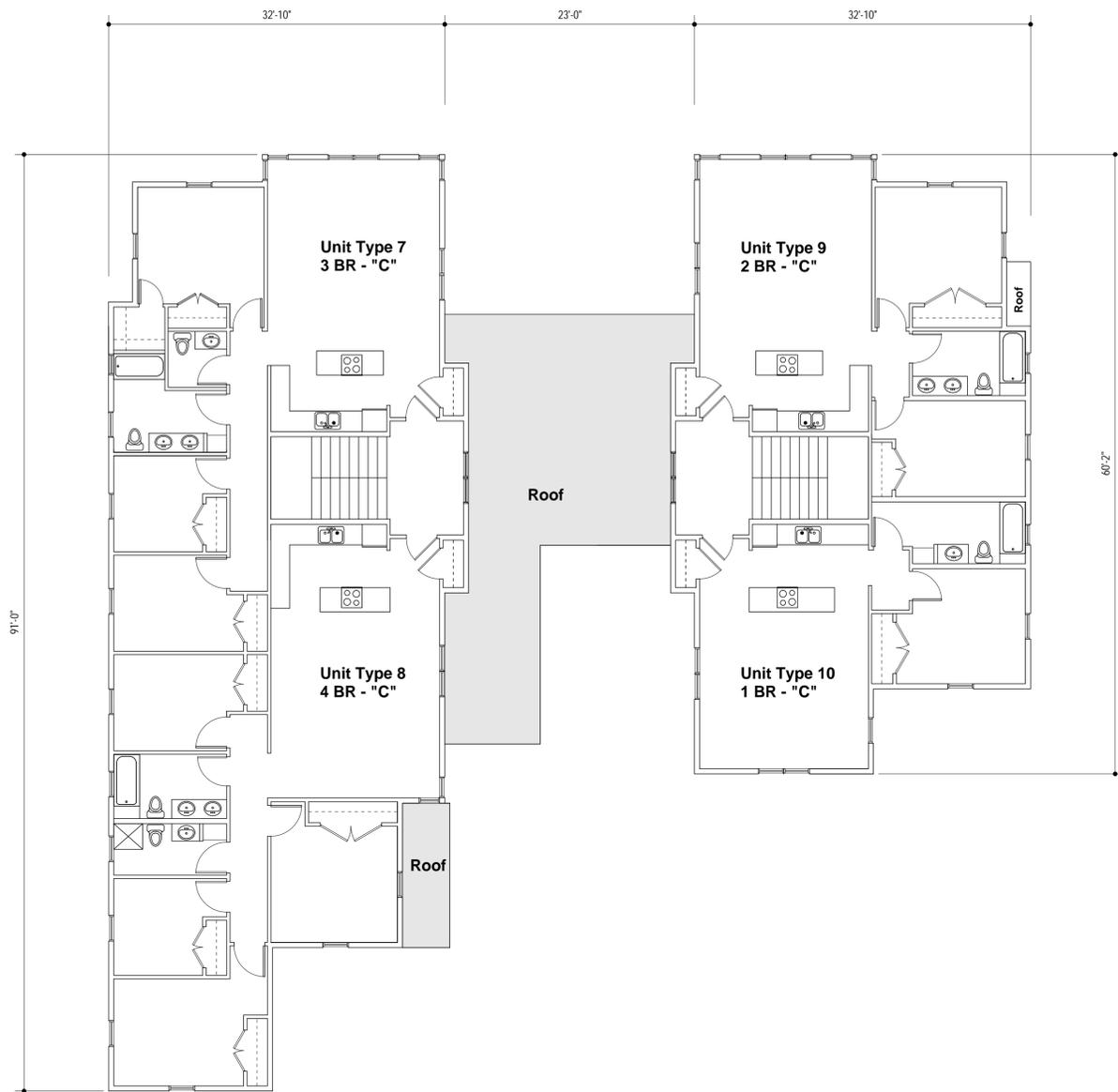
- "A" - Accessible Dwelling Unit
- "B" - Adaptable Dwelling Unit
- "C" - Not Covered Dwelling Unit

**Building 1
Floor Plans**

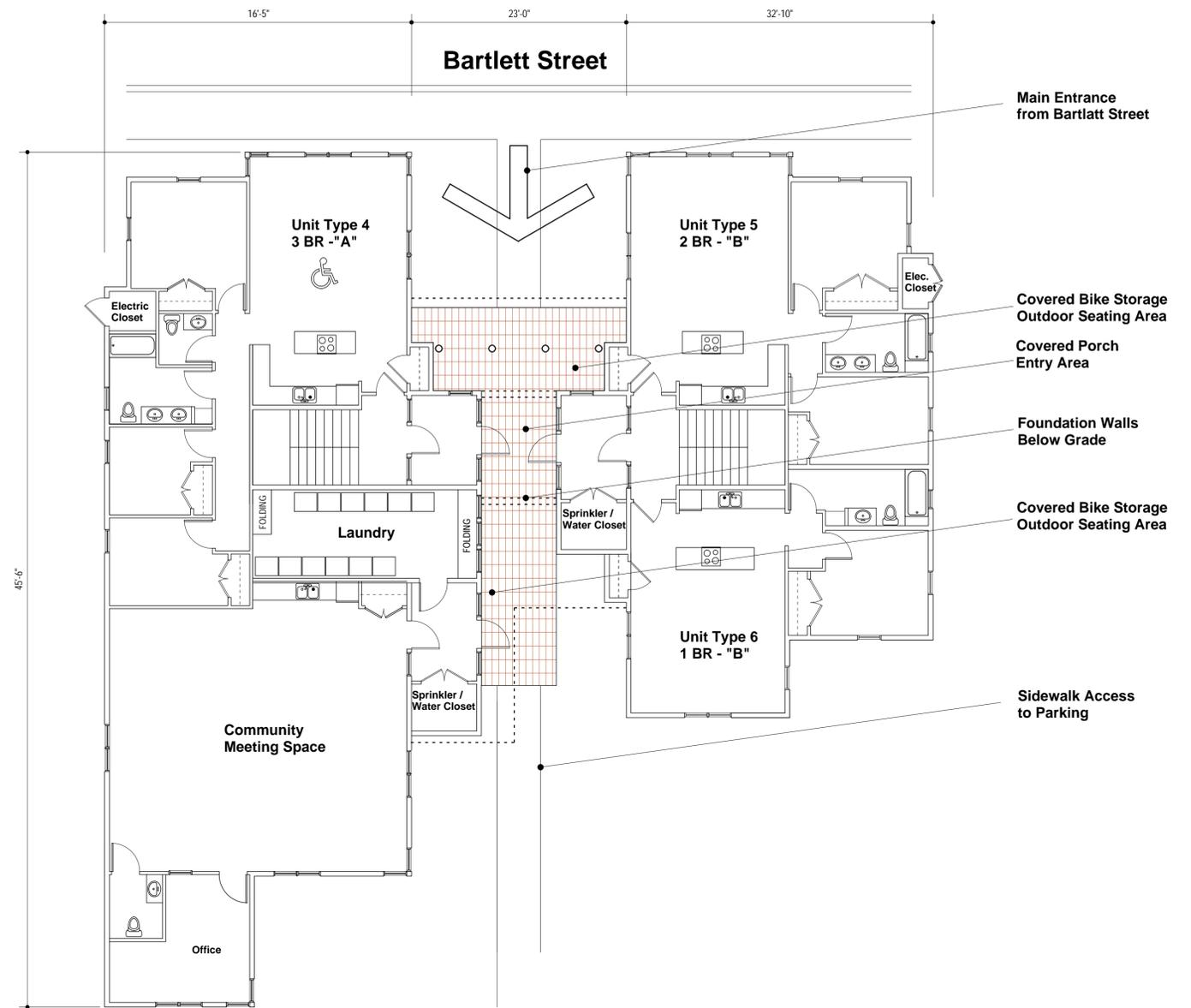
1/8" = 1'-0"
Pierce Place
 Lewiston, Maine
 St. Laurent Housing Associates
 Limited Partnership

Winton Scott Architects
 Conceptual Design Drawings

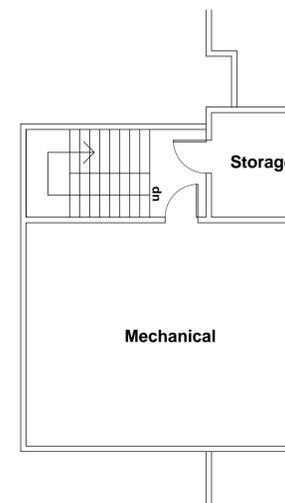
September 15, 2014
 October 3, 2014
 Revised February 5, 2015



Second & Third Floor Plans
1/8" = 1'-0"



Ground Floor Plan
1/8" = 1'-0"



Basement Plan
1/8" = 1'-0"

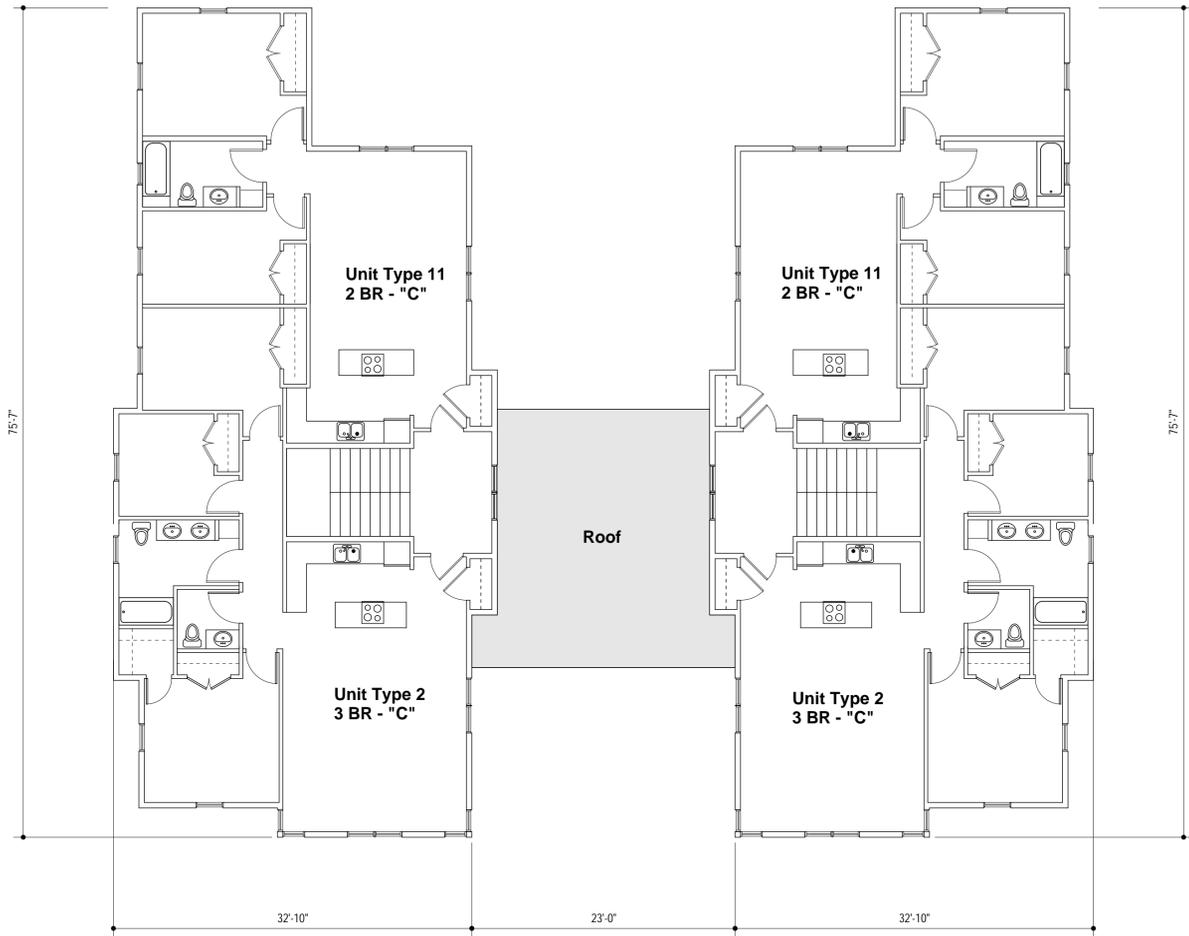
Legend
 "A" - Accessible Dwelling Unit
 "B" - Adaptable Dwelling Unit
 "C" - Not Covered Dwelling Unit

**Building 2
Floor Plans**
1/8" = 1'-0"

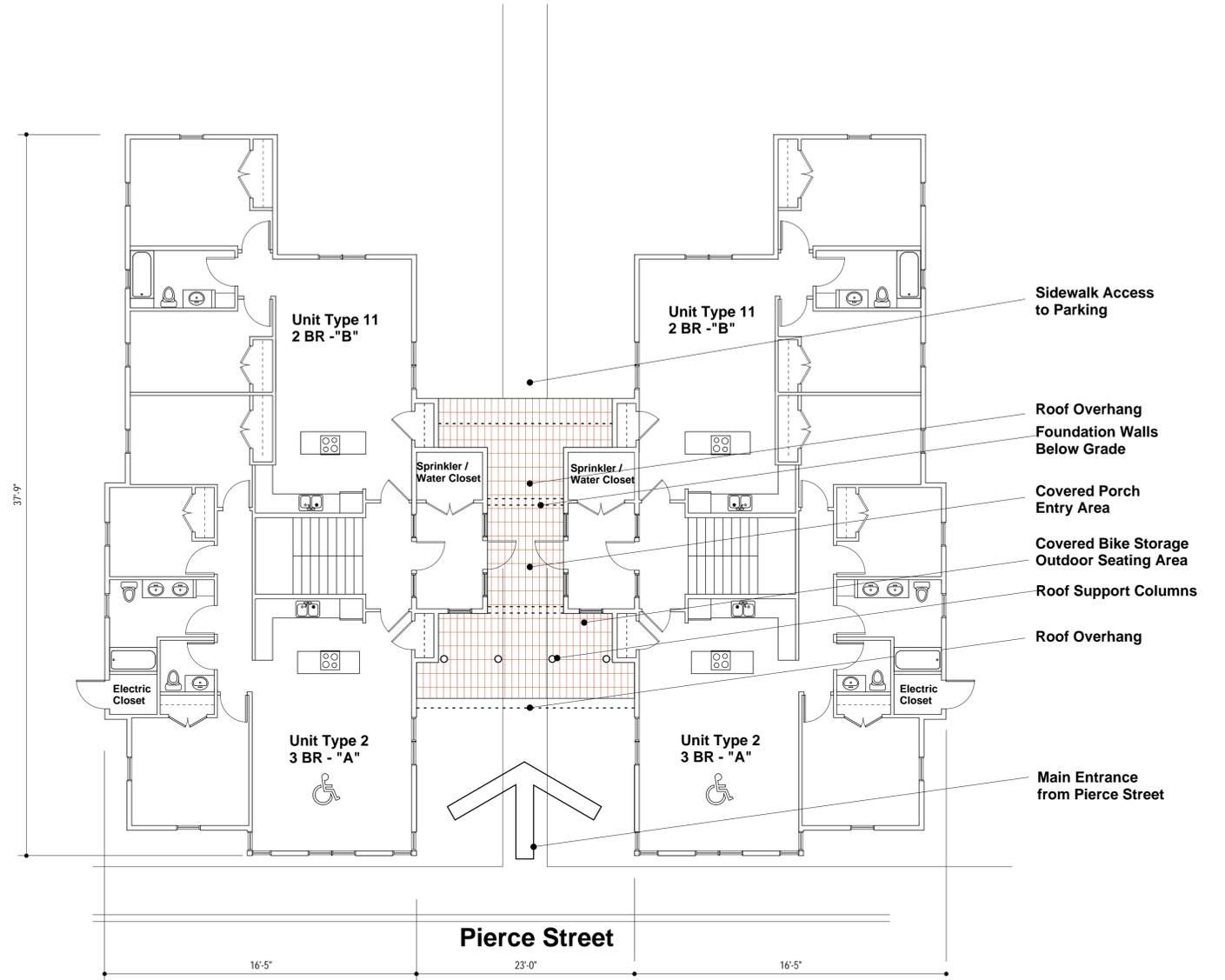
**Pierce Place
Lewiston, Maine**
 St. Laurent Housing Associates
 Limited Partnership

Winton Scott Architects
 Conceptual Design Drawings

September 15, 2014
 October 3, 2014
 Revised February 5, 2015



Second & Third Floor Plans
1/8" = 1'-0"



Ground Floor Plan
1/8" = 1'-0"

Legend
 "A" - Accessible Dwelling Unit
 "B" - Adaptable Dwelling Unit
 "C" - Not Covered Dwelling Unit

**Building 3
Floor Plans**
1/8" = 1'-0"

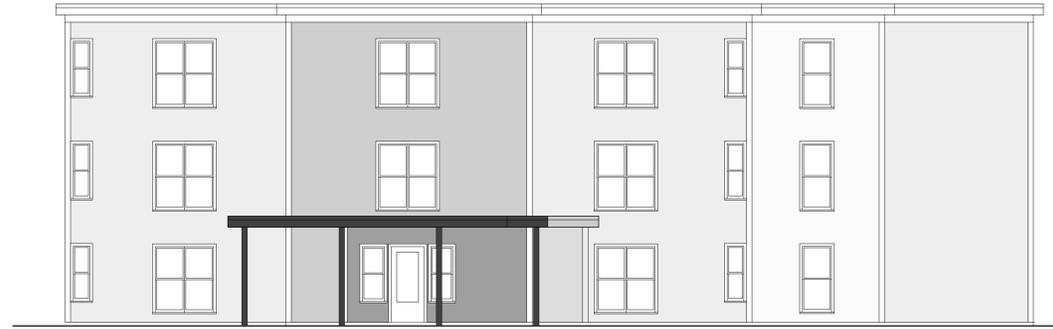
**Pierce Place
Lewiston, Maine**
 St. Laurent Housing Associates
 Limited Partnership

Winton Scott Architects
 Conceptual Design Drawings

September 15, 2014
 October 3, 2014
 Revised February 5, 2015



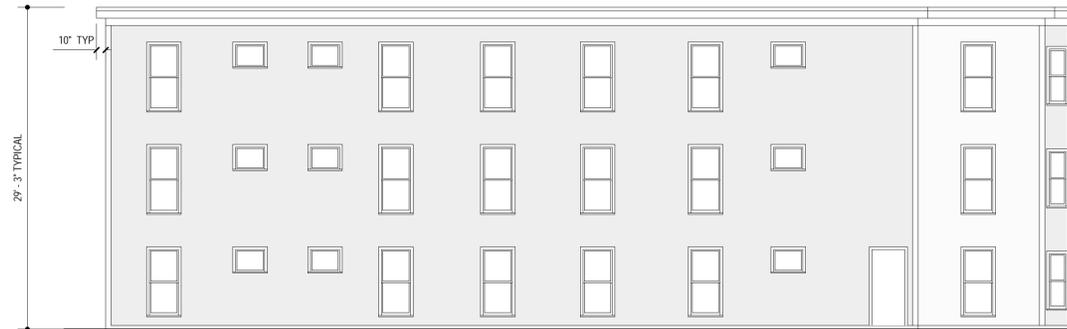
WEST ELEVATION - PIERCE STREET



SOUTH ELEVATION



EAST ELEVATION - BARTLETT STREET

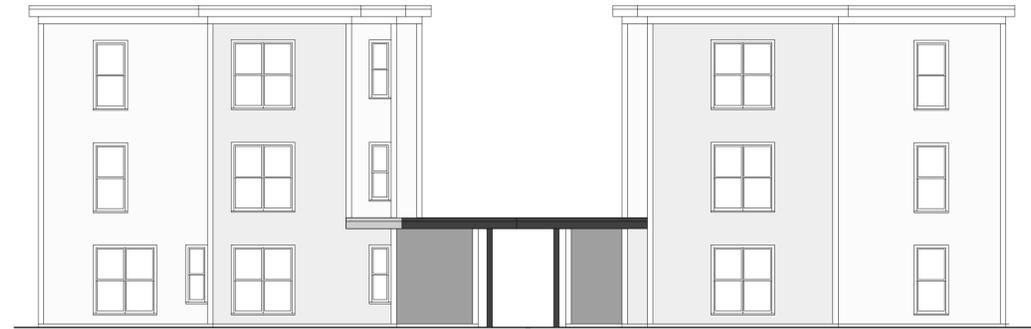


NORTH ELEVATION

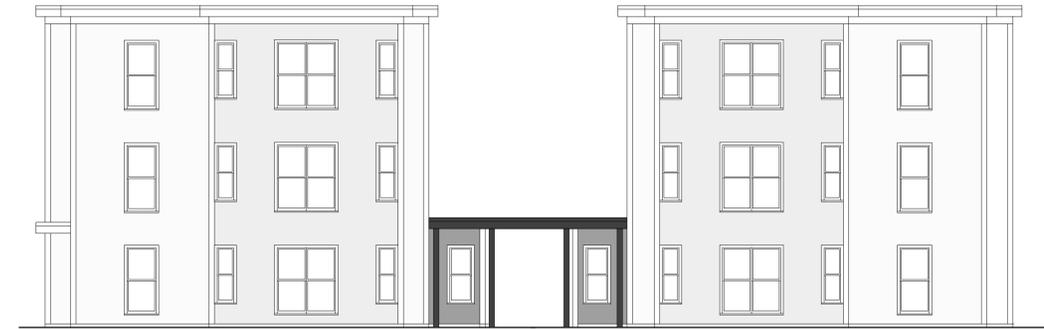
**Building 1
Elevations**
1/8" = 1'-0"
Pierce Place
Lewiston, Maine
St. Laurent Housing Associates
Limited Partnership

Winton Scott Architects
Conceptual Design Drawings

October 3, 2014
Revised March 2, 2015



WEST ELEVATION - PIERCE STREET



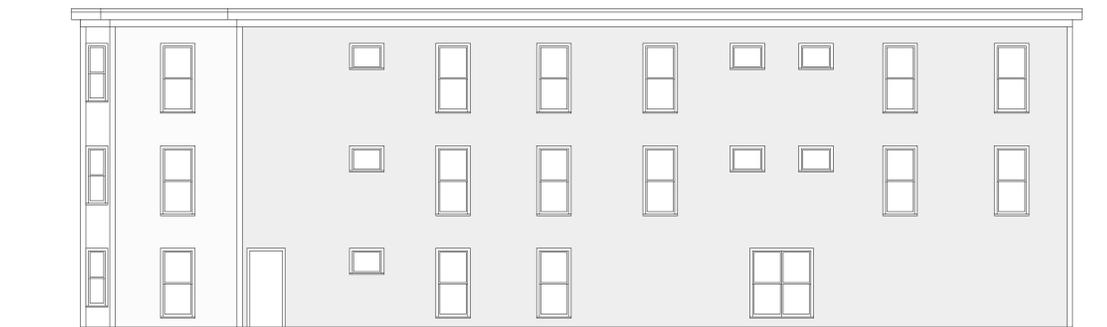
EAST ELEVATION - BARTLETT STREET



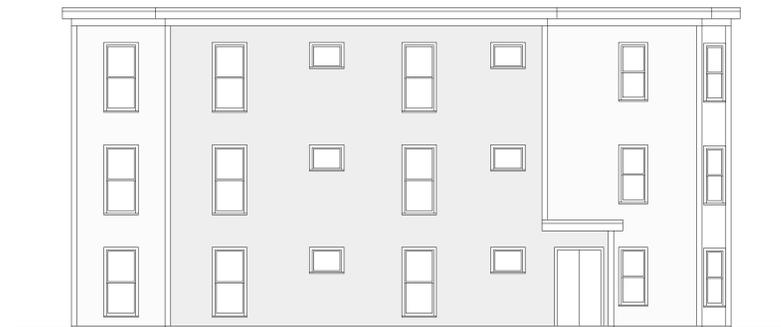
SOUTH ELEVATION



NORTH ELEVATION



NORTH ELEVATION

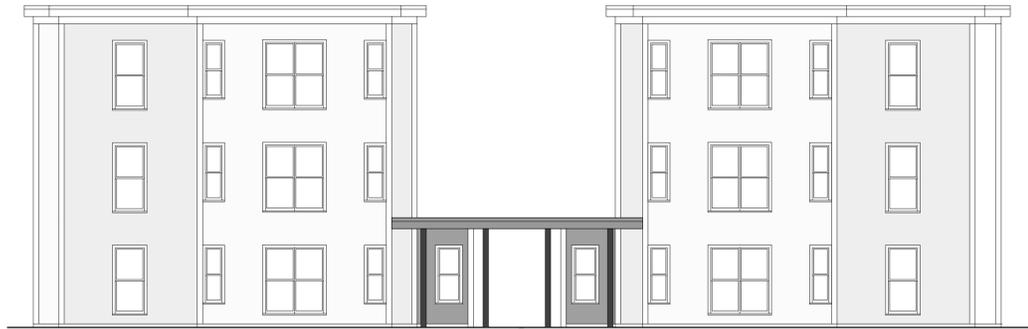


SOUTH ELEVATION

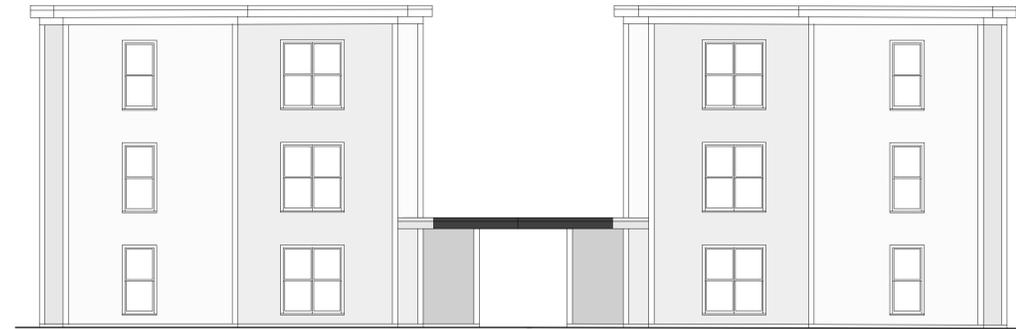
**Building 2
Elevations**
1/8" = 1'-0"
Pierce Place
Lewiston, Maine
St. Laurent Housing Associates
Limited Partnership

Winton Scott Architects
Conceptual Design Drawings

October 3, 2014
Revised March 2, 2015



WEST ELEVATION - PIERCE STREET



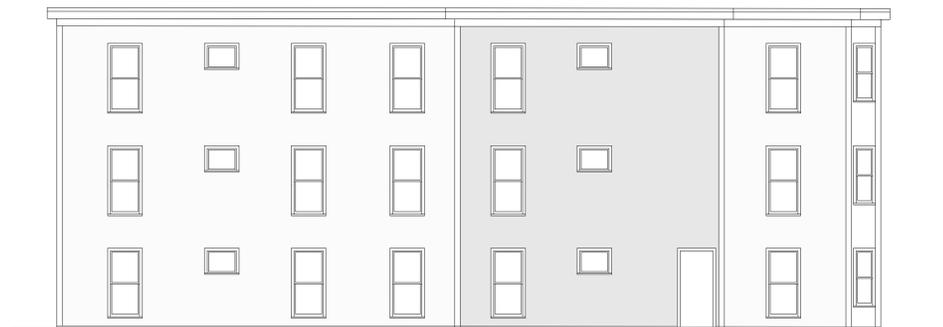
EAST ELEVATION - BARTLETT STREET



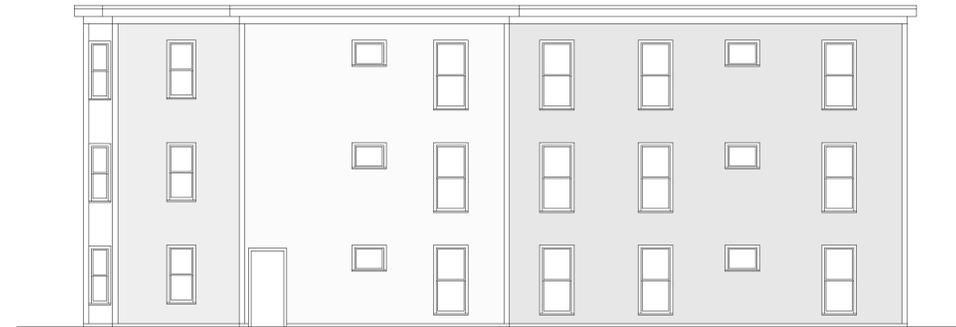
SOUTH ELEVATION



NORTH ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

**Building 3
Elevations**

1/8" = 1'-0"

**Pierce Place
Lewiston, Maine**

St. Laurent Housing Associates
Limited Partnership

Winton Scott Architects
Conceptual Design Drawings

October 3, 2014
Revised March 2, 2015



108 Pierce Street

126 Pierce Street

Covered Porch
Entry Area Facing
Pierce Street

Driveway to
Parking Area

Covered Porch
Entry Area Facing
Pierce Street

**Pierce Street
Elevations**
1/8" = 1'-0"
Pierce Place
Lewiston, Maine
St. Laurent Housing Associates
Limited Partnership

Winton Scott Architects
Conceptual Design Drawings

September 15, 2014
October 3, 2014
Revised March 2, 2015

ATTACHMENT F

Site Control Documents

Pierce Place Planning Board Narrative: Right, Title & Interest

The land for the proposed project is composed of three separate land transactions:

1. The four lots currently owned by St. Laurent Housing Associates (110 & 114 Pierce Street and 145 & 149 Bartlett Street) that formerly was the site of the 29 units that this application seeks to replace.
2. The four adjacent lots currently owned by the City (116 & 122 Pierce and 139 & 155 Bartlett Street).
3. The lot at 82 Pierce Street to be used as potential additional parking, currently owned by Don Allen.

The nature of the financing for the proposed rebuilding of the 29 units will require that the current project ownership, St. Laurent Housing Associates, be transferred to a new limited partnership, Pierce Place Associates LP, the applicant. The General Partner of Pierce Place Associates LP is Center City Housing LLC, whose sole member is Phyllis St. Laurent.

The site control documents providing right, title and interest to the applicant are as follows:

1. An Option To Purchase between St. Laurent Housing Associates and Center City Housing LLC for the all of the land and buildings of the total 62 unit Pierce Place scattered site project, including the four lots required for this application, with an assignment from Center City Housing LLC to Pierce Place Associates LP.
2. A purchase and sale agreement between the City and Pierce Place Associates LP for the four City owned lots.
3. An Option To Purchase for the lot at 82 Pierce Street running to St. Laurent Housing Associates with an assignment to Pierce Place Housing Associates LP.

OPTION TO PURCHASE REAL ESTATE

THIS AGREEMENT entered into and effective as of this 4th day of October, 2014, by and between **ST. LAURENT HOUSING ASSOCIATES LIMITED PARTNERSHIP** (hereinafter collectively called "Seller") and **CENTER CITY HOUSING LLC**, of Lewiston, Maine (hereinafter called "Buyer").

For consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants to Buyer an exclusive and irrevocable option to purchase the Property (the "Option"), on the following terms and conditions:

1. Property. The property which is the subject of this Option consists of land and buildings and structures located in Lewiston, Maine, being all of the land more particularly described in a Mortgage of Seller to the Secretary of Housing and Urban Development, recorded in the Androscoggin County Registry of Deeds in Book 6068, Page 73 (the "Property"), together with all of Seller's right, title and interest in and to any streets, ways or alleys abutting or adjoining thereon and subject to and with the benefit of all easements, parking and other rights appurtenant thereto and Landlord's rights under Lease contracts. The parties agree that, in the event Buyer shall obtain a survey of the Property, and the Buyer shall propose a revised description based upon said survey, the surveyor's description may be substituted for use in this transaction, provided that Seller make a reasonable determination that the survey is a correct current description of the Property.

2. Purchase Price. The purchase price for the Property (the "Option Price") shall be Two Million, Five Hundred Thousand Dollars (\$2,500,000.00), payable by Buyer to Seller on the Closing Date in immediately available United States Funds. Buyer has paid, as consideration for this Option the sum of Five Hundred Dollars (\$500.00), which Option consideration shall constitute a credit against the purchase price at the time of closing.

3. Term. This Option expires On July 31, 2015.

4. Exercise and Duration of Option. Buyer may exercise this Option by delivering to Seller a written notice thereof ("Notice of Exercise") in accordance with the notice provisions contained in this Agreement, specifying a time, date and place of delivery of the Deed from Seller to Buyer, which closing shall take place on a date no later than sixty (60) days following the date of Buyer's Notice of Exercise (the "Closing

Date”). Failure to exercise the Option within the time period set forth above in Paragraph 3 shall render the Option null and void.

5. Real Estate Taxes; Adjustments.

A. Real estate taxes assessed on the Property and the Lot shall be adjusted and apportioned as of the Closing Date (with all such items being credited to, or charged to, the Buyer or Seller, as the case may be) and the net amount thereof shall be added to or deducted from, as the case may be, the Option Price.

B. If the real estate taxes are not known as of the Closing Date, they shall be apportioned on the basis of the Taxes assessed for the preceding year.

C. The rents shall be prorated as of the date of the closing in accordance with a rent roll to be provided by Seller to Buyer at least ten (10) days prior to closing, and to be updated to closing.

D. All security deposits held by Seller shall be transferred to Buyer, which shall acknowledge receipt therefor, and shall assume legal responsibility for such security deposits.

E. The Seller shall, at the time of closing, transfer to the Buyer all of its interest in the Reserve for Replacement, in an amount not less than \$300,000.00, unless the parties and Buyer’s lenders agree to a lesser sum.

F. The provisions of this Paragraph 5 shall survive the Closing.

6. Closing. Seller shall deliver to Buyer on the Closing Date, in form and substance satisfactory to Buyer (a) a Warranty Deed with covenant (the “Deed”) conveying such title to the Property and the Lot as shall be deemed acceptable to Buyer, free from all liens, mortgages and encumbrances except utility easements of record, except (i) provisions of buildings and zoning laws; (ii) such real estate taxes as are not yet due and payable on the Closing Date; (b) affidavits to Buyer’s title insurance companies to including the following: a standard title insurance “Seller’s Affidavit” regarding mechanics liens and persons in possession; (ii) Certificate of Non-Foreign Status; (iii) an affidavit regarding underground storage tanks; (iv) Maine State forms REW 2, 3 and 4, as applicable; (c) an assignment of the Housing Assistance Payments contract between

Seller and the U.S. Dept of Housing and Urban Development; (d) an assignment of the Seller's rights and assumption of Seller's obligations under the Joint Development Agreement between Seller and the City of Lewiston, dated April 16, 2014; and (e) such other ancillary closing documents as are customary and reasonably acceptable to Buyer.

7. Delivery; Agreements.

A. On the Closing Date, Seller shall deliver to Buyer possession of the Property, subject only to permitted encumbrances disclosed to the other party, and known tenancies.

B. On the Closing Date, Buyer shall deliver to Seller the Purchase Price for the Property, less the credit(s) as referenced in paragraph 2 for the option consideration and adjustments provided in paragraph 3 herein provided.

C. So long as this Agreement is in effect, Seller shall not, except for residential tenant leases in the ordinary course of business, enter into any lease with respect to the Property or Lot after exercise of option without the Buyer's consent.

8. Seller' Warranties. Seller represents and warrants to Buyer that, to Seller's best actual knowledge, the following are true as of the date of this Option and shall be true as of the Closing Date: (i) there is no litigation, proceeding or investigation pending or threatened against the Seller or in respect of the Property or the Lot or the transactions contemplated by this Agreement and (ii) there are no outstanding options or rights of first refusal affecting the Property or the Lot.

9. Title. Title to the Property to be conveyed by the Seller shall be good and marketable in accordance with the title standards adopted by the Maine Bar Association, free and clear of all liens and encumbrances, except building and zoning restrictions, restrictive covenants of record, and utility easements of record, and shall be insurable without indemnity requirement by purchasing party by a title insurance company authorized to do business in Maine to be selected by the purchasing party. Exceptions to title shall be the recorded Housing Assistance Payments Contracts between Seller and the United States Department of Housing and Urban Development ("HUD") and such Regulatory agreement(s) between Seller and HUD as may be assumed by Buyer. In the event Buyer, upon examination to be performed at its expense, finds that title to the Property or the Lot to be conveyed hereunder is not good, marketable and insurable as

aforesaid, the Buyer shall provide the Seller with written notice of the particular defects encountered by the Buyer prior to the expiration of the original term of the Option. Upon delivery of such notice, the Seller shall have an additional period of up to Ninety (90) days to remove said objections and to furnish good, marketable and insurable title to said Property or to the Lot. If on said 90th day the Seller is unable, or because of the expense necessary to cure the defect, unwilling, to cure the defects necessary to convey good, marketable and insurable title as aforesaid, the Buyer shall have the option of either:

A. Accepting such title as the Seller can then convey without reduction to the Option Price; or

B. Refusing to accept such title, whereupon this Agreement shall terminate, and the purchasing party and the Seller and Buyer shall have no further obligations to each other under this Agreement.

Upon execution of this Option, the Seller shall deliver to the Buyer all of the following: (i) all surveys, plats, plans and survey reports for the Property and the Lot available to the selling party ; and (ii) all policies of title insurance, title reports, and title up-dates regarding the Property and the Lot and available to the selling party.

10. Due Diligence. Following exercise, Buyer shall have reasonable access to the Property and the Lot to perform any and all inspections, surveys, testing, and other matters relating to the Property or the Lot deemed necessary by Buyer. Buyer shall, at their sole expense restore the Property and the Lot to their condition as existed prior to any such inspections, surveys and studies. Any and all activity performed by Buyer under this Paragraph shall be at Buyer' sole cost and expense, respectively. In the event such surveys and tests disclose circumstances affecting Buyer's anticipated use of the Property or the Lot, Buyer shall have the option of either accepting the Property in its current condition notwithstanding any findings of commercial unacceptability hereunder and proceed to a closing on the Property, or Lot or to terminate this Agreement as to the Property (by written notice signed by the purchasing party) with Buyer and Seller having no further obligations each to the other hereunder with respect to the Property. Buyer shall indemnify the Seller against and hold the Seller harmless from any claims, actions or liabilities arising out the activities of Buyer or the agents and independent contractors of the Buyer upon the Property, which obligation shall include the obligation to reimburse the Seller for costs and attorneys fees reasonably expended in connection with

the investigation or defense of any such claims, actions or liabilities. The obligations of indemnity hereby assumed shall survive the closing.

11. Remedies Upon Default. Seller acknowledges that the Property is unique and as such, Buyer shall, in accordance with the doctrines and practice of equity, be entitled to specific performance in the event of Seller's default hereunder. In the event of the default by the Buyer, the Seller shall have any and all remedies available at law and equity with respect to the sale of the Lot.

12. Permits. So long as this Agreement is in effect, Buyer shall have the right (but not the obligation), at Buyer's sole expense, to take any and all actions which Buyer, in his sole discretion, deems necessary or appropriate to enable Buyer to develop the Property, including, without limitations, (a) the right to file, in Buyer's or Seller's name and for Buyer's sole benefit, (i) applications for any zoning approvals or variances; (ii) applications for any other land-use approvals. Provided that the Buyer is not otherwise in default, Seller agrees to execute and deliver to Buyer any and all instruments as Buyer may reasonably request and otherwise to cooperate with Buyer in connection with the exercise of her rights pursuant to this Paragraph 12, both parties hereto recognizing that Seller is under no obligation to perform any services in connection with the foregoing, and that Buyer shall indemnify Seller against and hold Seller harmless from and of, any and all financial obligations which arise from or in connection with actions taken by Buyer pursuant to this Paragraph 12. Seller shall not be obligated to grant any easements or rights-of-way nor abandon any "grandfathered" use of the Property.

13. Transfer Taxes and Other Costs and Fees. Each party shall pay its or her own transfer taxes, attorneys' fees and other costs incurred in connection with the transaction contemplated hereby.

14. Assignment. Buyer shall have the right to assign this Option to an entity owned or controlled by Buyer, or of which the Buyer is a partner or affiliate.

15. Environmental Disclosures. Upon execution of this Option, Seller shall provide to Buyer all information available to the Seller regarding any environmental contamination upon, under or into the Property or the Lot, as the case may be, and the presence, existence or removal of underground oil storage or other petroleum storage tanks on, under or from the Property. To the best of Seller's knowledge, there is located upon, or in, the Property no special wastes, underground storage tanks, radon, asbestos,

lead substances, or any hazardous, biomedical, radioactive or toxic substances, materials or wastes; or, if such substances do not exist have been fully disclosed by the Seller based upon its actual knowledge, information or belief. However, if the Buyer's inspections and studies reveal such materials, substances or conditions then this agreement shall be void and any consideration paid shall be refunded to the Buyer.

16. Condition of Property. Except for covenants and warranties expressly made by the Seller to the Buyer in this Option, Seller is selling the Property as the case may be, to Buyer without any warranty of any kind whatsoever, express or implied. The Buyer acknowledges that if she buys the Property or the Lot, she will be accepting the same in AS IS, WHERE IS condition, without warranty, except for warranties given by the selling party in the Warranty Deed.

17. Notices. All notices and other communications hereunder shall be in writing and shall be delivered in hand or shall be mailed by prepaid registered mail, return receipt requested, or delivered by nationally recognized overnight courier (e.g., Federal Express) or by hand:

A. If to Seller, to

St. Laurent Housing Associates, LP
1180 Lisbon Street Box 11
Lewiston ME 04240

B. If to Buyer, to

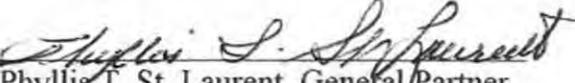
Center City Housing LLC
1180 Lisbon Street Box 11
Lewiston ME 04240

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.



Witness

**St. Laurent Housing Associates
Limited Partnership**

By: 
Phyllis T. St. Laurent, General Partner
Optionor / Seller

Center City Housing LLC

Jackie Estes
Witness

Phyllis T. St. Laurent
By: Phyllis T. St. Laurent, Sole Member
Optionee / Buyer

STATE OF MAINE
ANDROSCOGGIN, SS.
CUMBERLAND

October 4, 2014

Personally appeared the above-named Phyllis T. St. Laurent, in her capacity as General Partner of St. Laurent Housing Associates Limited Partnership, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said St. Laurent Housing Associates Limited Partnership.

Before me,

Jacqueline M. Estes
Notary Public/Attorney at Law
Print Name: _____
My Commission expires: _____

JACQUELINE M. ESTES
Notary Public, Maine
My Commission Expires September 28, 2015

OPTION TO PURCHASE REAL ESTATE

THIS AGREEMENT entered into and effective as of this 19th day of December, 2014, by and between **DON ALLEN CORPORATION, INC.** (hereinafter called "Seller") and, **ST. LAURENT HOUSING ASSOCIATES LIMITED PARTNERSHIP** of Lewiston, Maine (hereinafter called "Buyer").

For consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants to Buyer an exclusive and irrevocable option to purchase the Property (the "Option"), on the following terms and conditions:

1. Property. The property which is the subject of this Option consists of land and buildings located at 82 Pierce Street, Lewiston, Maine, being more particularly described in a deed recorded in the Androscoggin County Registry of Deeds in Book 8630, Page 302 (the "Property"), together with all of Seller's right, title and interest in and to any streets, ways or alleys abutting or adjoining thereon and subject to and with the benefit of all easements, parking and other rights appurtenant thereto and Landlord's rights under Lease contracts. The parties agree that, in the event Buyer shall obtain a survey of the Property, and the Buyer shall propose a revised description based upon said survey, the surveyor's description may be substituted for use in this transaction, provided that Seller make a reasonable determination that the survey is a correct current description of the Property.

2. Purchase Price. The purchase price for the Property (the "Option Price") shall be Twenty Thousand Dollars (\$20,000.00), payable by Buyer to Seller on the Closing Date in immediately available United States Funds. Buyer has paid, as consideration for this Option the sum of Two Thousand Dollars (\$2,000.00), which Option consideration shall constitute a credit against the purchase price at the time of closing.

3. Term. This Option expires On July 31, 2015.

4. Exercise and Duration of Option. Buyer may exercise this Option by delivering to Seller a written notice thereof ("Notice of Exercise") in accordance with the notice provisions contained in this Agreement, specifying a time, date and place of delivery of the Deed from Seller to Buyer, which closing shall take place on a date no later than sixty (60) days following the date of Buyer' Notice of Exercise (the "Closing

Date”). Failure to exercise the Option within the time period set forth above in Paragraph 3 shall render the Option null and void.

5. Real Estate Taxes; Adjustments.

A. Real estate taxes assessed on the Property shall be adjusted and apportioned as of the Closing Date (with all such items being credited to, or charged to, the Buyer or Seller, as the case may be) and the net amount thereof shall be added to or deducted from, as the case may be, the Option Price.

B. If the real estate taxes are not known as of the Closing Date, they shall be apportioned on the basis of the Taxes assessed for the preceding year.

C. The provisions of this Paragraph 5 shall survive the Closing.

6. Closing. Seller shall deliver to Buyer on the Closing Date, in form and substance satisfactory to Buyer (a) a Warranty Deed with covenant (the “Deed”) conveying such marketable title to the Property and the Lot as is required by Paragraph 9, and as shall be deemed acceptable to Buyer, free from all liens, mortgages and encumbrances except utility easements of record, except (i) provisions of buildings and zoning laws; (ii) such real estate taxes as are not yet due and payable on the Closing Date; (b) affidavits to Buyer’s title insurance companies to including the following: a standard title insurance “Seller’s Affidavit” regarding mechanics liens and persons in possession; (ii) Certificate of Non-Foreign Status; (iii) an affidavit regarding underground storage tanks; (iv) Maine State forms REW 2, 3 and 4, as applicable; and (c) such other ancillary closing documents as are customary and reasonably acceptable to Buyer.

7. Delivery; Agreements.

A. On the Closing Date, Seller shall deliver to Buyer possession of the Property, subject only to permitted encumbrances disclosed to the other party, and free of any leases or tenancies of any kind.

B. On the Closing Date, Buyer shall deliver to Seller the Purchase Price for the Property, less the credit(s) as referenced in paragraph 2 for the option consideration and adjustments provided in paragraph 5 herein.

8. Seller' Warranties. Seller represents and warrants to Buyer that, to Seller's best actual knowledge, the following are true as of the date of this Option and shall be true as of the Closing Date: (i) there is no litigation, proceeding or investigation pending or threatened against the Seller or in respect of the Property or the Lot or the transactions contemplated by this Agreement and (ii) there are no outstanding options or rights of first refusal affecting the Property or the Lot.

9. Title. Title to the Property to be conveyed by the Seller shall be good and marketable in accordance with the title standards adopted by the Maine Bar Association, free and clear of all liens and encumbrances, except building and zoning restrictions, restrictive covenants of record, and utility easements of record, and shall be insurable without indemnity requirement by purchasing party by a title insurance company authorized to do business in Maine to be selected by the purchasing party. In the event Buyer, upon examination to be performed at its expense, finds that title to the Property or the Lot to be conveyed hereunder is not good, marketable and insurable as aforesaid, the Buyer shall provide the Seller with written notice of the particular defects encountered by the Buyer prior to the expiration of the original term of the Option. Upon delivery of such notice, the Seller shall have an additional period of up to Ninety (90) days to remove said objections and to furnish good, marketable and insurable title to said Property or to the Lot. If on said 90th day the Seller is unable, or because of the expense necessary to cure the defect, unwilling, to cure the defects necessary to convey good, marketable and insurable title as aforesaid, the Buyer shall have the option of either:

A. Accepting such title as the Seller can then convey without reduction to the Option Price; or

B. Refusing to accept such title, whereupon this Agreement shall terminate, the Seller shall return the Option Fee to the Buyer, and the Seller and Buyer shall have no further obligations to each other under this Agreement.

Upon execution of this Option, the Seller shall deliver to the Buyer all of the following: (i) all surveys, plats, plans and survey reports for the Property and the Lot available to the selling party ; and (ii) all policies of title insurance, title reports, and title up-dates regarding the Property and the Lot and available to the selling party.

10. Due Diligence. Following exercise, Buyer shall have reasonable access to the Property and the Lot to perform any and all inspections, surveys, testing, and other matters relating to the Property or the Lot deemed necessary by Buyer. Buyer shall, at their sole expense restore the Property and the Lot to their condition as existed prior to any such inspections, surveys and studies. Any and all activity performed by Buyer under this Paragraph shall be at Buyer's sole cost and expense, respectively. In the event such surveys and tests disclose circumstances affecting Buyer's anticipated use of the Property or the Lot, Buyer shall have the option of either accepting the Property in its current condition notwithstanding any findings of commercial unacceptability hereunder and proceed to a closing on the Property, or to terminate this Agreement as to the Property (by written notice signed by the purchasing party) with Buyer and Seller having no further obligations each to the other hereunder with respect to the Property. Buyer shall indemnify the Seller against and hold the Seller harmless from any claims, actions or liabilities arising out the activities of Buyer or the agents and independent contractors of the Buyer upon the Property, which obligation shall include the obligation to reimburse the Seller for costs and attorneys fees reasonably expended in connection with the investigation or defense of any such claims, actions or liabilities. The obligations of indemnity hereby assumed shall survive the closing.

11. Remedies Upon Default. Seller acknowledges that the Property is unique and as such, Buyer shall, in accordance with the doctrines and practice of equity, be entitled to specific performance in the event of Seller's default hereunder. In the event of the default by the Buyer, the Seller shall have any and all remedies available at law and equity with respect to the sale of the Lot.

12. Permits. So long as this Agreement is in effect, Buyer shall have the right (but not the obligation), at Buyer's sole expense, to take any and all actions which Buyer, in his sole discretion, deems necessary or appropriate to enable Buyer to develop the Property, including, without limitations, (a) the right to file, in Buyer's or Seller's name and for Buyer's sole benefit, (i) applications for any zoning approvals or variances; (ii) applications for any other land-use approvals. Provided that the Buyer is not otherwise in default, Seller agrees to execute and deliver to Buyer any and all instruments as Buyer may reasonably request and otherwise to cooperate with Buyer in connection with the exercise of her rights pursuant to this Paragraph 12, both parties hereto recognizing that Seller is under no obligation to perform any services in connection with the foregoing,

and that Buyer shall indemnify Seller against and hold Seller harmless from and of, any and all financial obligations which arise from or in connection with actions taken by Buyer pursuant to this Paragraph 12. Seller shall not be obligated to grant any easements or rights-of- way nor abandon any "grandfathered" use of the Property.

13. Transfer Taxes and Other Costs and Fees. Buyer agrees to pay all transfer taxes, attorneys' fees and other closing costs incurred in connection with the transaction contemplated hereby.

14. Assignment. Buyer shall have the right to assign this Option to an entity owned or controlled by Buyer, or of which the Buyer is a partner or affiliate.

15. Environmental Disclosures. Upon execution of this Option, Seller shall provide to Buyer all information available to the Seller regarding any environmental contamination upon, under or into the Property or the Lot, as the case may be, and the presence, existence or removal of underground oil storage or other petroleum storage tanks on, under or from the Property. To the best of Seller's knowledge, there is located upon, or in, the Property no special wastes, underground storage tanks, radon, asbestos, lead substances, or any hazardous, biomedical, radioactive or toxic substances, materials or wastes; or, if such substances do not exist have been fully disclosed by the Seller based upon its actual knowledge, information or belief. However, if the Buyer's inspections and studies reveal such materials, substances or conditions then this agreement shall be void and any consideration paid shall be refunded to the Buyer.

16. Seller's Continuing Use. The parties agree that as a condition of the sale of the Property that Seller shall maintain the right to keep a commercial dumpster on the Property. The Parties shall negotiate in good faith a mutually acceptable agreement for this use and for the location of the dumpster.

16. Condition of Property. Except for covenants and warranties expressly made by the Seller to the Buyer in this Option, Seller is selling the Property as the case may be, to Buyer without any warranty of any kind whatsoever, express or implied. The Buyer acknowledges that if she buys the Property or the Lot, she will be accepting the same in AS IS, WHERE IS condition, without warranty, except for warranties given by the selling party in the Warranty Deed.

17. Notices. All notices and other communications hereunder shall be in writing and shall be delivered in hand or shall be mailed by prepaid registered mail, return receipt requested, or delivered by nationally recognized overnight courier (e.g., Federal Express) or by hand:

A. If to Seller, to

St. Laurent Housing Associates, LP
1180 Lisbon Street Box 11
Lewiston ME 04240

B. If to Buyer, to

Don Allen Corporation, Inc.
38 Walnut Street
Lewiston ME 04240

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Don Allen Corporation, Inc.



Witness

By: 

Donald Allen, President
Optionor / Seller

**St. Laurent Housing Associates
Limited Partnership**



Witness

By: 

Phyllis T. St. Laurent, General Partner
Optionee / Buyer

ASSIGNMENT OF OPTION TO PURCHASE REAL ESTATE

ASSIGNMENT made this 13th day of February, 2015, by and between CENTER CITY HOUSING LLC, a Maine limited liability company ("Assignor"), and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership ("Assignee").

WITNESSETH:

WHEREAS, Assignor entered into an Option to Purchase Real Estate dated as of October 4, 2014 (as it may be amended from time to time, the "Agreement"), by and between Assignor, as Buyer, and St. Laurent Housing Associates Limited Partnership, a Maine limited partnership, as Seller; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Agreement to Assignee, which is controlled by Assignor, and the Assignee desires to accept such assignment and assume the rights and obligations of the Assignor accruing under the Agreement, in each case with effect from and after the date hereof;

NOW, THEREFORE, in consideration of the respective undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to the Agreement, with effect as of and from the date hereof.
2. Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Agreement, and (a) assumes performance of all of the obligations of the Assignor under the Agreement, and (b) further agrees to comply with and abide by all of the terms, conditions, provisions, and covenants on the part of the Assignor under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

WITNESS:

CENTER CITY HOUSING LLC, Assignor

Alan E. Tower

By: Phyllis T. St. Laurent
Phyllis T. St. Laurent, sole Member

PIERCE PLACE ASSOCIATES LP, Assignee

By: Center City Housing LLC, its General Partner

Alan E. Tower

By: Phyllis T. St. Laurent
Phyllis T. St. Laurent, sole Member

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of February 27, 2015 (the "Effective Date") by and between: the CITY OF LEWISTON, a Maine municipal corporation (hereafter referred to as the "Seller"), and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership (hereafter referred to as the "Purchaser").

ARTICLE I.

SALE OF THE PROPERTIES

1.1 Subject Property. For the consideration and upon and subject to the terms, provisions and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, those certain parcels of real property owned by Seller, known as 139 Bartlett Street, 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street, all of which are more fully described on Exhibits A-D attached hereto (each address referred to herein as a "Property" and collectively as the "Properties").

ARTICLE II.

PURCHASE PRICE

2.1 Purchase Price. The price for 139 Bartlett Street is \$15,500.00. The combined price for 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street is \$45,500.00. The total price for all Properties is therefore \$61,000.00 (the "Purchase Price"). The Purchase Price, less the Deposit described in Article III, shall be paid to Seller at Closing by bank check or wire transfer to the IOLTA trust account of the Seller's attorney, at least 24 hours prior to Closing, to be held in escrow until the Seller delivers the deeds required by this Agreement.

ARTICLE III.

DEPOSIT

3.1 Deposit. Seller has received from Purchaser the amount of \$6,100 (the "Deposit"), which Seller will hold in escrow until the Deposit is applied or disposed of as provided in this Agreement.

3.2 Application of Deposit. If the purchase and sale hereunder is consummated, then the Deposit shall be applied to the Purchase Price at Closing to reduce the amount required under Section 8.2(b)(i) hereof. In all other events, the Deposit shall be disposed of as provided in this Agreement.

3.3 Seller's Right to Retain the Deposit. The Seller shall be entitled to retain the Deposit in the event that the Purchaser fails to consummate the transaction contemplated by this Agreement on or before August 31, 2015, unless such failure arises from Seller's breach of this Agreement, or in the event any of the conditions set forth in Section 7.1 below is not satisfied by the Closing Date.

ARTICLE IV.

TITLE AND SURVEY

4.1 Title. At Closing, Seller shall deliver good and marketable (or insurable as set forth below) title to the Properties to the Purchaser by municipal quitclaim deed. The Seller shall have no obligation to cure any defects in the title to the Properties, but will provide reasonable cooperation to the Purchaser and Purchaser's title insurer as required to obtain title insurance; provided, however, that the Seller shall not be required to acquire or dispose of any additional property or property interests, modify any land use requirement, or expend any additional funds in order for the Purchaser to obtain title insurance. . [In the event Seller is unable to convey the Properties to Purchaser with good and marketable title free and clear of liens, claims and encumbrances, Purchaser may terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser. If title shall prove not to be marketable, Purchaser shall make good faith efforts to seek affirmative title insurance coverage from a national title insurer, but the terms and cost of such affirmative coverage shall be satisfactory to Purchaser in its sole discretion, and if Purchaser is not satisfied with such affirmative coverage, it may terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser.]

ARTICLE V.

INSPECTION BY PURCHASER

5.1 Inspection Rights. Purchaser shall have a period of time commencing on the Effective Date and expiring at 5:00 p.m. on April 30, 2015 (the "Inspection Period"), within which to examine the title and condition of the Properties. Purchaser shall not permit any construction, mechanic's or materialman's liens or any other liens to attach to any Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any studies or tests conducted pursuant to this Section 5.1. Purchaser shall give reasonable advance notice to Seller prior to entry onto any Property and shall permit Seller to have a representative present during all investigations and inspections conducted with respect to such Property. Purchaser shall take all reasonable actions and implement all reasonable protections necessary to ensure that all actions taken in connection with the investigations and inspections of the Properties, and all equipment, materials and substances generated, used or brought onto the Properties pose no threat to the safety of persons or the environment and cause no damage to the Properties or other persons. Purchaser shall indemnify, defend and hold Seller harmless for, from and against any and all claims, liabilities, causes of action, damages, liens, losses and expenses (including, without limitation, attorneys' fees and costs) incident to, resulting from or in any way arising out of any of Purchaser's or its agents', contractors' or representatives' activities on the Properties or from Purchaser's breach of its obligations or agreements under this Article V. Purchaser's indemnity obligations contained in this Section 5.1 shall survive the Closing and not be merged therein and shall also survive any termination of this Agreement. Without limiting the generality of the foregoing, this Agreement and Buyer's purchase of the Premises are subject to a determination by Maine State Housing Authority as to the desirability of the Premises for Buyer's intended use as a result of the completion of the environmental review process required by HUD

5.2 Approval of Inspections. If Purchaser reasonably determines at any time prior to the expiration of the Inspection Period that any or all of the Properties are not satisfactory to Purchaser, or that title to any or all of the Properties is not insurable, then Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of such Inspection Period, in which event neither party shall have any further rights, duties or obligations hereunder (except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement). If Purchaser properly terminates this Agreement pursuant to this Section 5.2, then this Agreement shall be terminated, the Seller shall return the Deposit to Purchaser, and neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement. If Purchaser does not timely deliver to Seller written notice of termination during the Inspection Period, the conditions of this Section 5.2 shall be deemed satisfied, and Purchaser may not thereafter terminate this Agreement pursuant to this Section 5.2.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES; DISCLAIMERS AND WAIVERS

6.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as of the Effective Date and/or as of the Closing Date, as applicable that:

(a) Purchaser is a limited partnership duly organized and validly existing under the laws of the State of Maine;

(b) Purchaser has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein;

(c) This Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms;

6.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the Effective Date and/or as of the Closing Date, as applicable:

(a) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Maine; and

(b) This Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.

(c) To the best of the undersigned's knowledge, Seller has received no notice of any claim adverse to Seller's interest in any of the Properties and has received no notices from any State or federal agency alleging violations of any environmental laws with respect to any of the Properties.

6.3 NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF SELLER. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 6.2 OF THIS AGREEMENT, SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTIES, INCLUDING, BUT

NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTIES. PURCHASER AGREES TO ACCEPT THE PROPERTIES AND ACKNOWLEDGES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. PURCHASER IS AN EXPERIENCED DEVELOPER OF PROPERTIES SUCH AS THE PROPERTIES AND PURCHASER HAS MADE OR WILL MAKE PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE PROPERTIES. THE PROVISIONS OF THIS SECTION 6.3 SHALL SURVIVE THE CLOSING HEREUNDER.

ARTICLE VII.

CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S PERFORMANCE

7.1 Conditions to Purchaser's Obligations. Purchaser's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Purchaser):

- (a) the City of Lewiston's Planning Board shall approve the Purchaser's plans and designs for redevelopment of the Properties, and such approvals shall not contain any conditions unacceptable to Purchaser as it reasonably determines;
- (b) the Purchaser shall have secured sufficient financing to cover the Purchase Price and Purchaser's development plans on terms reasonably acceptable to Purchaser;
- (c) the Purchaser shall have received a title insurance commitment for the Properties at rates and containing only those exceptions reasonably acceptable to Purchaser;
- (d) the Purchaser shall not have delivered written notice of termination to the Seller as required by Section 5.2; and
- (e) the Properties shall be substantially in the same condition as at the time of Purchaser's inspections, and there shall have been no material adverse change in such condition as of the Closing Date.

In the event any of the conditions set forth in this Section 7.1 is not satisfied by the Closing Date, Purchaser shall be entitled to terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Purchaser is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Seller):

(a) the representations and warranties of Purchaser contained herein shall be true, accurate and correct in all material respects as of the Closing Date; and

(b) Purchaser shall have delivered the Purchase Price and other funds required hereunder and all the documents and other items required pursuant to Section 8.2(b), and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied in all material respects with all conditions required by this Agreement to be performed or complied with by Purchaser at or prior to Closing.

ARTICLE VIII.

CLOSING

8.1 Closing Date.

(a) Time and Place. Provided the terms and conditions set forth in this Agreement have been fulfilled, the consummation of the purchase and sale of the Properties (the "Closing") shall take place at the office of Brann & Isaacson, 184 Main Street, Lewiston, Maine, no later than 10:00 a.m. on August 31, 2015, unless the parties agree to a different date and time (the "Closing Date").

8.2 Items to be Delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver, or cause to be delivered, to the Title Company each of the following items with respect to the Property:

(i) A municipal quitclaim deed respecting each Property (the "Deed", and collectively the "Deeds"), in a form reasonably acceptable to Purchaser;

(ii) A Non-Foreign Affidavit from Seller for purposes of compliance with Section 1445 (b)(2) of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder; and

(iii) Other items reasonably customary and required for the sale of the Properties in accordance with this Agreement or for administrative requirements for consummating the Closing.

(b) Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered each of the following items with respect to the Properties:

(i) The Purchase Price, less the Deposit, by bank check or wire transfer delivered in escrow as required by Article II;

(ii) Such additional funds as may be necessary to cover Purchaser's share of the closing costs and prorations hereunder, including recording fees;

(iii) Evidence reasonably satisfactory to the Seller that the person or persons executing this Agreement and the closing documents on behalf of Purchaser have full right, power and authority to do so; and

(iv) Other items reasonably customary and required for the sale of the Properties in accordance with this Agreement or for administrative requirements for consummating the Closing.

8.3 Costs of Closing.

Each party shall pay its own legal fees and advisory fees incidental to the execution of this Agreement and the consummation of the transactions contemplated hereby. The provisions of this Section 8.3 shall survive the Closing or earlier termination of this Agreement.

ARTICLE IX.

DEFAULTS AND REMEDIES

9.1 Default by Purchaser. If Seller shall not be in default hereunder and Purchaser refuses or fails to consummate the Closing under this Agreement for reasons other than as permitted by this Agreement, Seller's sole remedy at law or in equity shall be to terminate this Agreement and retain the Deposit as liquidated damages (Seller and Purchaser hereby acknowledging that the amount of damages in the event of Purchaser's default is difficult or impossible to ascertain but that such amount is a fair estimate of such damages), and neither party shall have any further rights, duties, or obligations hereunder except with respect to the provisions hereof which expressly survive the termination of this Agreement.

9.2 Default by Seller. If Purchaser shall not be in default hereunder and if Seller refuses or fails to consummate the Closing under this Agreement for reasons other than as permitted by this Agreement for which the Seller is entitled to retain the Deposit, Purchaser shall have may in the alternative (i) terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination hereof, and Seller shall promptly refund to Purchaser the Deposit, or (ii) seek specific performance of Seller's obligations under this Agreement. In no event shall Seller be liable to Purchaser for any damages, including, without limitation, any actual, punitive, speculative or consequential damages or damages for loss of opportunity or lost profit.

ARTICLE X.

BROKERAGE COMMISSIONS

10.1 Brokerage Commission. Seller and Purchaser each represent to the other that neither has had any dealings with any broker, finder or other party concerning the purchase of the Properties. Purchaser and Seller each agree to indemnify, defend and hold the other harmless for, from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by the other party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under such party. The indemnity obligations set forth in this Section 10.1 shall survive the Closing or the termination of this Agreement.

ARTICLE XI.

MISCELLANEOUS

11.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, postage prepaid, or by delivering the same in person to the party to be notified via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice shall be deemed effective when delivered or when delivery is refused. For purposes of notice, the addresses of the parties shall be as follows:

If to Purchaser: PIERCE PLACE ASSOCIATES LP
P.O. Box 11
Lewiston, Maine 04240
Attn: Phyllis T. St. Laurent, General Partner

With a copy to: Maurice A. Selinger, III, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112

If to Seller: CITY OF LEWISTON
27 Pine Street
Lewiston, Maine 04240
Attn: Edward Barrett, City Administrator

With a copy to: Brann & Isaacson
184 Main Street, P.O. Box 3070
Lewiston, Maine 04243-3070
Attn: Martin I. Eisenstein

11.2 GOVERNING LAW. THE LAWS OF THE STATE OF MAINE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT.

11.3 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.4 Assignment. This Agreement may not be assigned in whole or in part by Purchaser without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

11.5 Time of Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and Closing hereunder.

11.6 Multiple Counterparts. This Agreement may be executed in one or more counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

11.7 Risk of Loss. Subject to the provisions of Article IX of this Agreement, risk of loss or damage to the Properties, or any part thereof, by fire or any other casualty from the date this Agreement is fully executed up to the time of Closing will be on Seller and, thereafter, will be on Purchaser.

11.8 Business Days. All references to "business days" contained herein are references to normal working business days, i.e., Monday through Friday of each calendar week, exclusive of federal and national bank holidays. In the event that any event hereunder is to occur, or a time period is to expire, on a date which is not a business day, such event shall occur or time period shall expire on the next succeeding business day.

11.9 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

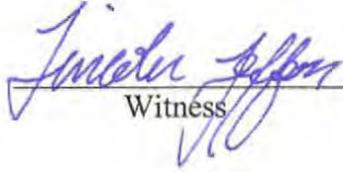
11.10 Interpretation. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel and having fully participated in the negotiation of this instrument, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same.

11.11 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as though fully set forth in (and shall be deemed to be a part hereof) this Agreement.

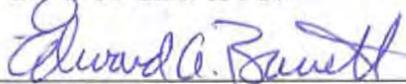
11.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

11.13 Faxed or Electronically Transmitted Signatures. The parties agree that faxed or electronically transmitted signatures may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically transmitted signature.

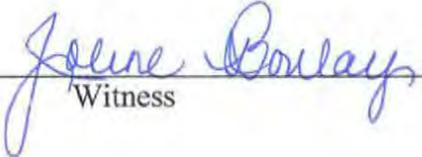
IN WITNESS WHEREOF, the Parties have signed and executed this Agreement as of the above-written date.



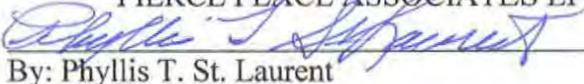
Witness

CITY OF LEWISTON


By: Edward Barrett
Its: City Administrator



Witness

PIERCE PLACE ASSOCIATES LP


By: Phyllis T. St. Laurent
Its: General Partner

EXHIBIT A
139 Bartlett Street

A certain lot or parcel of land, with the building thereon, situated in said Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Beginning on the westerly side of Bartlett Street at a point one hundred fifty (150) feet southerly from the southwesterly corner of Walnut and Bartlett Street; thence running southerly on said Bartlett Street fifty (50) feet; thence at right angles westerly one hundred (100) feet; thence at right angles northerly fifty (50) feet; thence at a right angle easterly one hundred (100) feet to the point of beginning.

Subject to the restrictions that no building erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

EXHIBIT B
155 Bartlett Street

A certain lot or parcel of land, with the building thereon, situated in said Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Commencing at a point in the westerly line of Bartlett Street three hundred fifty (350) feet southerly from the southerly line of Walnut Street; thence running southerly by the westerly line of said Bartlett Street fifty (50) feet to land conveyed by the Franklin Company to Louis Frechette by deed #1305, dated April 1, 1911; thence westerly at a right angle by the northerly line of said Frechette's land one hundred (100) feet to land conveyed by the Franklin Company to Patrick Kearnon by deed #430, dated November 8, 1869; thence northerly at a right angle by land of said Kearnon fifty (50) feet; thence easterly at a right angle one hundred (100) feet to Bartlett Street and point of beginning.

Subject to the restriction that no building erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

EXHIBIT C
122 Pierce Street

Certain lots or parcels of land, with the building thereon, situated in said Lewiston, County of Androscoggin, and State of Maine, bounded and described as follows:

Commencing on the easterly side of Pierce Street at a point one hundred (100) feet northerly from the northeasterly corner of lot bonded to J. D. Rollins; thence running northerly on said line of Pierce Street fifty (50) feet; thence at a right angle easterly one hundred (100) feet; thence southerly at a right angle fifty (50) feet; thence at a right angle westerly one hundred (100) feet to the point of commencement.

Subject to the restriction that no buildings erected thereon shall be placed nearer the line of Pierce Street than twelve (12) feet.

EXHIBIT D
116 Pierce Street

A certain lot or parcel of land, with the building thereon, situated in said Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

Beginning at a point in the easterly line of Pierce Street at the northwesterly corner of land conveyed by the Franklin Company to Patrick Kearnon by Deed No. 430 dated November 8, 1869; thence running easterly by the northerly line of said land so conveyed to said Patrick Kearnon, one hundred (100) feet; thence northerly at a right angle, fifty (50) feet; thence westerly at a right angle, one hundred (100) feet to said easterly line of said Pierce Street; thence southerly by said easterly line of said Pierce Street, fifty (50) feet to said land so conveyed to said Patrick Kearnon and the point of beginning.

Subject to the restriction that no buildings erected on said premises shall be placed nearer the line of said Pierce Street than twelve (12) feet.

ATTACHMENT G

Stormwater Management Narrative

STORMWATER MANAGEMENT REPORT

PIERCE PLACE HOUSING

PREPARED FOR:

**PIERCE PLACE ASSOCIATES LP
c/o ST. LAURENT HOUSING ASSOCIATES
AND WINSTON SCOTT ARCHITECTS**

PREPARED BY:

**FAY, SPOFFORD & THORNDIKE, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121**

FEBRUARY 2015

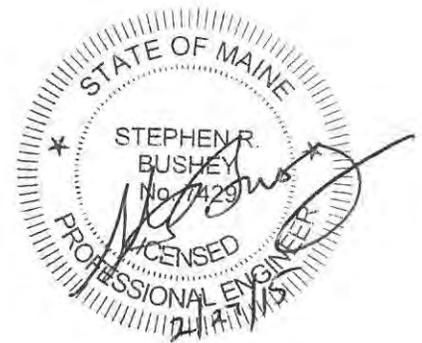


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2.0	EXISTING SITE CONDITIONS (PRE-DEVELOPMENT).....	1
3.0	PROPOSED PROJECT (POST DEVELOPMENT)	2
4.0	STORMWATER QUANTITY.....	2
5.0	EROSION AND SEDIMENTATION CONTROL.....	3
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Appendices

A –Pre/Post Development Watershed Maps

B –Pre/post development Computations (25-year Storm Event HydroCAD Computations)

STORMWATER MANAGEMENT REPORT

1.0 INTRODUCTION

Fay, Spofford & Thorndike (FST) has been retained by Pierce Place Associates LP to assist on the preparation of site design and site permitting for the development of a 29-unit multi-family residential apartment complex located on Bartlett and Pierce Streets in Lewiston, Maine in accordance with Section 27-1536 of the City Zoning Ordinance.

The proposed development will be located on parcels that contained buildings that were recently damaged by fire in the winter of 2013. The purpose of this report is to summarize the impacts that the proposed development will have on the site's stormwater drainage systems. The project includes the development of 3 buildings and 38 parking spaces.

On behalf of the applicant, Fay, Spofford & Thorndike has prepared this report to show the proposed Stormwater Management Plan meets the City of Lewiston City Zoning Ordinance.

2.0 EXISTING SITE CONDITIONS (PRE-DEVELOPMENT)

The project is located on the following parcels in Lewiston, Maine:

139 Bartlett Street- Map 196/ Lot128
145 Bartlett Street- Map 196/ Lot126
149 Bartlett Street- Map 196/ Lot125
155 Bartlett Street- Map 196/ Lot124
110 Pierce Street- Map 196/ Lot108
114 Pierce Street- Map 196/ Lot109
116 Pierce Street- Map 196/ Lot 110
122 Pierce Street- Map 196/ Lot 111

The existing parcels are located in a residential neighborhood. Seven lots contained buildings that were damaged by fire and subsequently demolished. The remaining lot (145 Bartlett) contained a paved parking lot. Prior to the removal of the buildings the lots consisted of mainly impervious ground cover of buildings, paved parking areas and walkways. Approximately 25,765 square feet drained towards Bartlett Street, of which 23,512 square feet was impervious. Approximately 14,163 square feet of area drained toward Pierce Street, of which 13,262 square feet was impervious. Total impervious coverage of the lots prior to demolition was approximately 92%.

According to the NRCS Medium Intensity Soil Survey for Androscoggin County, soils on the site consist of Made land (Md), which is assumed to be as Hydrologic Soil Group (HSG) "C" soil for this analysis.

The Bartlett Street parcels and the eastern half of the Pierce Street parcels slope towards Bartlett Street at approximately 3%. The western half of the Pierce Street parcels slope towards Pierce Street at approximately 3%. The attached predevelopment watershed map shows the two drainage areas. Stormwater runoff is collected in the municipal stormwater collection systems in Bartlett and Pierce Streets. Separate stormwater and sanitary collection is provided in both streets.

The following table summarizes the pre-development watershed characteristics:

Table 1					
Pre-Development Watershed Characteristics					
Drainage Watershed	Pervious Area (sf)	Impervious Area (sf)	Total Area (sf)	CN	TC (min)
Bartlett Street	2,253	23,512	25,765	96	5*
Pierce Street	901	13,262	14,163	96	5*

*Minimum time of concentration (TC) based on HydroCAD™

3.0 PROPOSED PROJECT (POST DEVELOPMENT)

The proposed multi-family apartment complex will consist of three buildings with a footprint of approximately 11,103 square feet, a 38 space parking lot, walkways between buildings, common area, and associated landscaping. Runoff from roofs, parking areas and landscaped areas will be collected in catch basins and conveyed through a piping system to the Bartlett and Pierce Street municipal drainage systems. The attached post-development watershed map shows the two drainage areas.

The total impervious area in the developed condition will be approximately 28,583 square feet, which is a reduction of approximately 8,191 square feet (22%) from the pre-development condition.

The total disturbed area will be contained to the extents of the projects parcel property lines, which totals 39,928 SF.

The following table summarizes the post-development watershed characteristics:

Table 2					
Post Development Watershed Characteristics					
Drainage Watershed	Pervious Area (sf)	Impervious Area (sf)	Total Area (sf)	CN	TC (min)
Bartlett Street	8,699	17,945	26,644	90	5*
Pierce Street	2,646	10,638	13,284	93	5*

*Minimum time of concentration (TC) based on HydroCAD™

4.0 STORMWATER QUANTITY

Pre and Post Development stormwater quantity analysis was performed using HydroCAD v. 8.5 stormwater modeling software to determine the pre and post development flow rates contributing to the Pierce and Bartlett Street stormwater collection systems. The analysis was performed using the 25-year; 24 hour storm event (5.4 inches) with Type III distribution for Androscoggin County. Peak flow rates from the project site contributing to the stormwater collection system in each street are summarized in the table below:

Table 3		
Peak Stormwater Runoff Rates from Project Site (cfs)		
25-Year Storm	Pre-Development	Post Development
Bartlett Street	3.17	3.02
Pierce Street	1.74	1.58

As shown in Table 1, the post development runoff rates from the site directed to each street have been reduced from the pre development condition. There is a small increase of the watershed area draining to Bartlett Street of 879 square feet; however this is offset by the decreased impervious area. Therefore, no adverse effects to down gradient drainage systems are anticipated as a result of the proposed development.

5.0 EROSION AND SEDIMENTATION CONTROL

Temporary erosion and sedimentation control measures shall include installation of silt fence on down gradient portions of the construction site, mulching, temporary seeding, installation of catch basin inlet protection, and installation of a construction entrance at the proposed driveway location. If sediment is tracked onto Bartlett and/or Pierce Streets, it will be swept up at the end of each working day.

Permanent erosion and sedimentation control measures shall include stabilization techniques such as bituminous pavement and permanent vegetation. For more detailed information regarding erosion and sedimentation control measures, see Sheet C-4.0 Overall Grading, Drainage and Erosion Control Plan.

6.0 CONCLUSIONS

The proposed development has been designed to manage stormwater runoff while maintaining existing drainage patterns at the site. The stormwater management plan will not significantly affect offsite drainage systems. The proposed stormwater management system meets the requirements of the City of Lewiston Zoning Ordinance.

7.0 APPENDICES

A – Pre/Post Development Watershed Maps

B – Pre/Post development Computations (25-year Storm Event HydroCAD™ Computations)

APPENDIX A

Pre/Post Development Watershed Maps

WATERSHED LEGEND

----- WATERSHED BOUNDARY

NOTE:
A 5 MINUTE MINIMUM TIME OF CONCENTRATION IS
USED FOR HYDROLOGIC MODELING. POST
DEVELOPMENT WATERSHEDS WITHOUT A Tc PATH
SHOWN ON THIS PLAN HAVE A TIME OF
CONCENTRATION LESS THAN 5 MINUTES.



PREDEVELOPMENT WATERSHED CHARACTERISTICS					
Drainage Area (sf)	Pervious Area (sf)	Impervious Area (sf)	Total Area (sf)	CN	TC (min)
Bartlett Street	2,253	23,512	25,765	96	5
Pierce Street	901	13,262	14,163	96	5



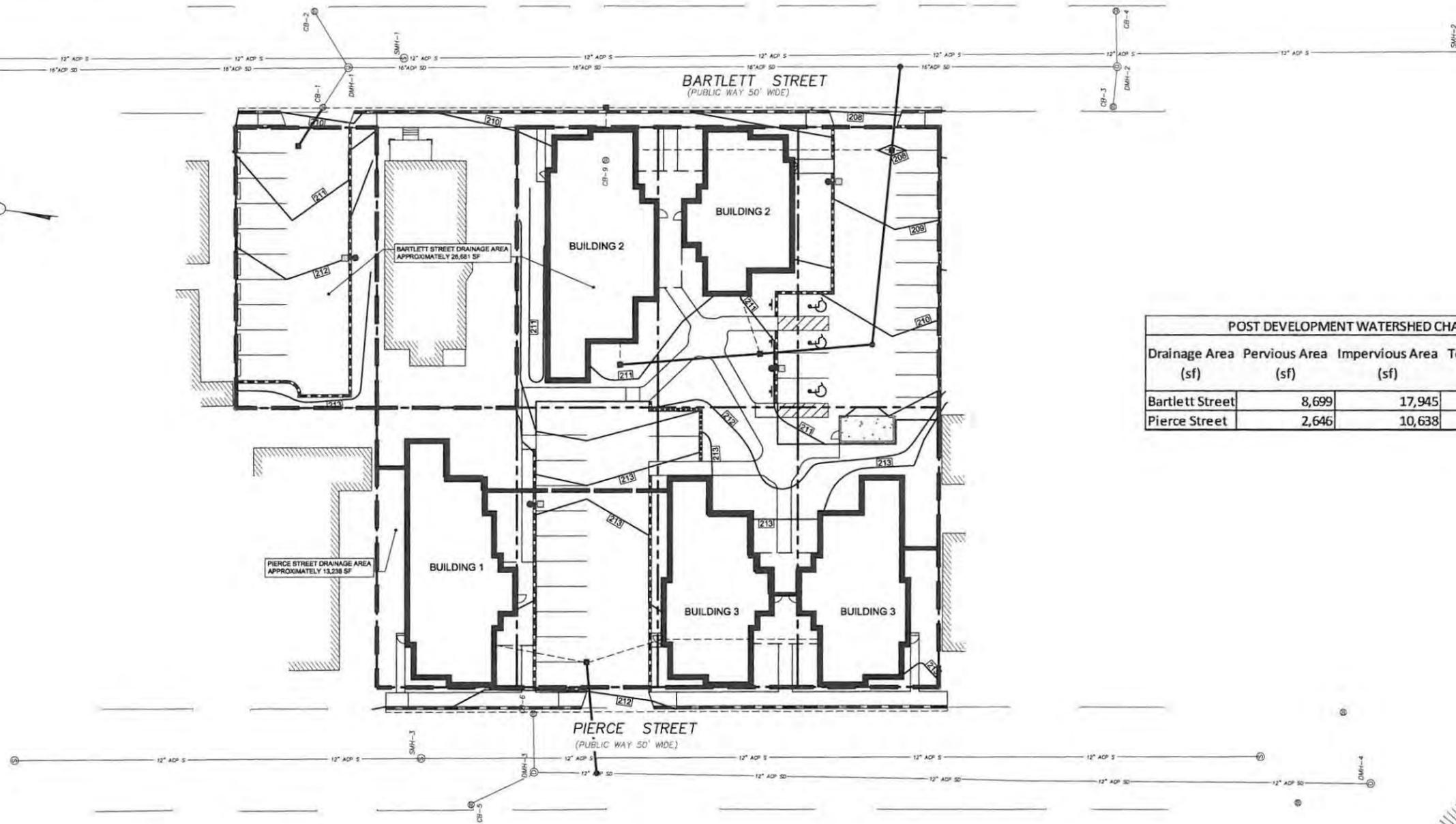
PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT PIERCE PLACE HOUSING		FST FAY, SPOFFORD & THORNDIKE ENGINEERS - PLANNERS - SCIENTISTS 776 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106	
SHEET TITLE PRE DEVELOPMENT WATERSHED MAP		DRAWN: JRP	DATE: FEB 2015
CLIENT PIERCE PLACE ASSOCIATES LP c/o ST. LAURENT HOUSING ASSOCIATES AND WHISTON SCOTT ARCHITECTS		DESIGNED: SRB	SCALE: NTS
REV. DATE DESCRIPTION		CHECKED: SRB	JOB NO. SL-M002
REVISIONS		FILE NAME: SL-M002 WSHD	SHEET WS-2
P.E. LIC #			

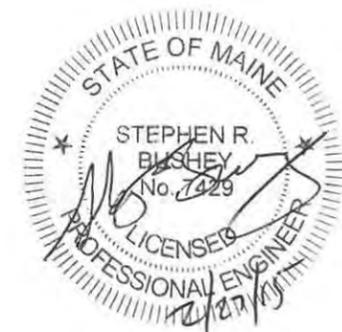
WATERSHED LEGEND

----- WATERSHED BOUNDARY

NOTE:
A 5 MINUTE MINIMUM TIME OF CONCENTRATION IS USED FOR HYDROLOGIC MODELING. POST DEVELOPMENT WATERSHEDS WITHOUT A TC PATH SHOWN ON THIS PLAN HAVE A TIME OF CONCENTRATION LESS THAN 5 MINUTES.



POST DEVELOPMENT WATERSHED CHARACTERISTICS					
Drainage Area (sf)	Pervious Area (sf)	Impervious Area (sf)	Total Area (sf)	CN	TC (min)
Bartlett Street	8,699	17,945	26,644	90	5
Pierce Street	2,646	10,638	13,284	93	5



PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT PIERCE PLACE HOUSING		FAY, SPOFFORD & THORNDIKE ENGINEERS • PLANNERS • SCIENTISTS 778 MAIN ST., SUITE B, SOUTH PORTLAND, ME 04106	
SHEET TITLE POST DEVELOPMENT WATERSHED MAP		DRAWN: JRP	DATE: FEB 2015
CLIENT PIERCE PLACE ASSOCIATES LP 610 ST. LAURENT HOUSING ASSOCIATES AND WINSTON SCOTT ARCHITECTS		DESIGNED: SRB	SCALE: NTS
REV. DATE DESCRIPTION		CHECKED: SRB	JOB NO. SL-M002
REVISIONS		FILE NAME: SL-M002 WSHD	SHEET WS-1
P.E. LIC #			

APPENDIX B

Pre/Post Development Computations (25-year Storm Event HydroCAD™ Computations)



Pre-Bartlett



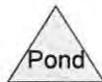
Post-Bartlett



Pre-Pierce



Post-Pierce



Pierce Place Housing Pre-Post Analysis

Prepared by {enter your company name here}

HydroCAD® 8.50 s/n 000734 © 2007 HydroCAD Software Solutions LLC

Printed 2/27/2015

Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.333	74	>75% Grass cover, Good, HSG C (1,1.0,2,2.0)
0.304	98	Paved Parking, HSG A (2)
0.412	98	Paved parking & roofs (1.0)
0.244	98	Paved parking & roofs, HSG A (2.0)
0.540	98	Paved parking, HSG A (1)
1.833		TOTAL AREA

Pierce Place Housing Pre-Post Analysis

Prepared by {enter your company name here}

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Printed 2/27/2015

Page 3

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
1.088	HSG A	1, 2, 2.0
0.000	HSG B	
0.333	HSG C	1, 1.0, 2, 2.0
0.000	HSG D	
0.412	Other	1.0
1.833		TOTAL AREA

Pierce Place Housing Pre-Post Analysis

Type III 24-hr 25-YEAR Rainfall=5.40"

Prepared by {enter your company name here}

Printed 2/27/2015

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Page 4

Time span=0.00-24.00 hrs, dt=0.03 hrs, 801 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1: Pre-Bartlett

Runoff Area=25,765 sf 91.26% Impervious Runoff Depth>4.93"
Tc=5.0 min CN=96 Runoff=3.17 cfs 0.243 af

Subcatchment 1.0: Post-Bartlett

Runoff Area=26,644 sf 67.35% Impervious Runoff Depth>4.26"
Tc=5.0 min CN=90 Runoff=3.02 cfs 0.217 af

Subcatchment 2: Pre-Pierce

Runoff Area=14,163 sf 93.64% Impervious Runoff Depth>4.93"
Tc=5.0 min CN=96 Runoff=1.74 cfs 0.134 af

Subcatchment 2.0: Post-Pierce

Runoff Area=13,284 sf 80.08% Impervious Runoff Depth>4.59"
Tc=5.0 min CN=93 Runoff=1.58 cfs 0.117 af

Total Runoff Area = 1.833 ac Runoff Volume = 0.710 af Average Runoff Depth = 4.65"
18.16% Pervious = 0.333 ac 81.84% Impervious = 1.500 ac

Pierce Place Housing Pre-Post Analysis

Type III 24-hr 25-YEAR Rainfall=5.40"

Prepared by {enter your company name here}

Printed 2/27/2015

HydroCAD® 8.50 s/n 000734 © 2007 HydroCAD Software Solutions LLC

Page 5

Summary for Subcatchment 1: Pre-Bartlett

Runoff = 3.17 cfs @ 12.07 hrs, Volume= 0.243 af, Depth> 4.93"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.03 hrs
Type III 24-hr 25-YEAR Rainfall=5.40"

Area (sf)	CN	Description
* 23,512	98	Paved parking, HSG A
2,253	74	>75% Grass cover, Good, HSG C
25,765	96	Weighted Average
2,253		Pervious Area
23,512		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, Direct Entry

Summary for Subcatchment 1.0: Post-Bartlett

Runoff = 3.02 cfs @ 12.07 hrs, Volume= 0.217 af, Depth> 4.26"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.03 hrs
Type III 24-hr 25-YEAR Rainfall=5.40"

Area (sf)	CN	Description
17,945	98	Paved parking & roofs
8,699	74	>75% Grass cover, Good, HSG C
26,644	90	Weighted Average
8,699		Pervious Area
17,945		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, Direct Entry

Summary for Subcatchment 2: Pre-Pierce

Runoff = 1.74 cfs @ 12.07 hrs, Volume= 0.134 af, Depth> 4.93"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.03 hrs
Type III 24-hr 25-YEAR Rainfall=5.40"

Area (sf)	CN	Description
* 13,262	98	Paved Parking, HSG A
901	74	>75% Grass cover, Good, HSG C
14,163	96	Weighted Average
901		Pervious Area
13,262		Impervious Area

Pierce Place Housing Pre-Post Analysis

Type III 24-hr 25-YEAR Rainfall=5.40"

Prepared by {enter your company name here}

Printed 2/27/2015

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Page 6

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, Direct Entry

Summary for Subcatchment 2.0: Post-Pierce

Runoff = 1.58 cfs @ 12.07 hrs, Volume= 0.117 af, Depth> 4.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.03 hrs

Type III 24-hr 25-YEAR Rainfall=5.40"

	Area (sf)	CN	Description
*	10,638	98	Paved parking & roofs, HSG A
	2,646	74	>75% Grass cover, Good, HSG C
	13,284	93	Weighted Average
	2,646		Pervious Area
	10,638		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT ENTRY

SITE DEVELOPMENT PLANS

FOR

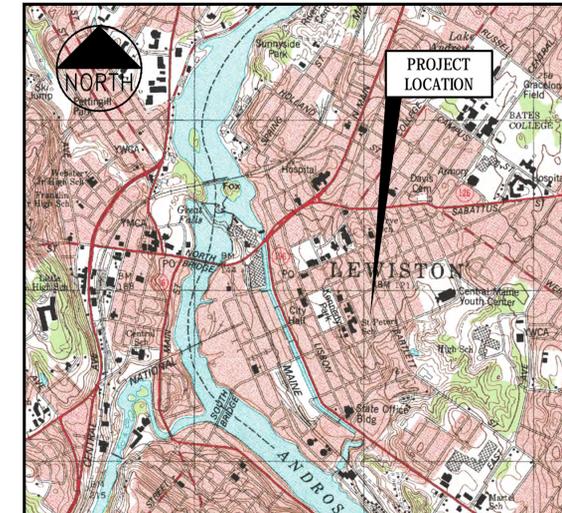
PIERCE PLACE RESIDENTIAL DEVELOPMENT

PIERCE AND BARTLETT STREETS

LEWISTON, MAINE

SUBMISSION

FEBRUARY 27, 2015



LOCATION MAP
N.T.S.

PROJECT PARCEL SITE CITY OF LEWISTON TAX ASSESSOR'S MAP & LOT NUMBERS	
MAP	LOTS
196	108-111
196	124-126, 128

OWNER (LOTS 108, 109, 125, 126)

ST. LAURENT HOUSING ASSOCIATES

91 DYER ROAD
LEWISTON, MAINE 04240
207.782.1810
OWNERS AGENT: JIM HATCH 207.756.5763

OWNER (LOTS 110, 111, 124, 128)

CITY OF LEWISTON

APPLICANT

PIERCE PLACE HOUSING ASSOCIATES LP

c/o ST. LAURENT HOUSING
91 DYER ROAD
LEWISTON, MAINE 04240
207.782.1810

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C-1.1	GENERAL NOTES AND LEGEND
C-2.0	EXISTING CONDITIONS
C-3.0	SITE LAYOUT, LANDSCAPE AND UTILITY PLAN
C-3.1	SUBDIVISION PLAN
C-4.0	GRADING, DRAINAGE AND EROSION CONTROL PLAN
C-5.0	DETAILS
C-5.1	DETAILS
C-5.2	DETAILS

UTILITIES

WATER / SEWER
LEWISTON WATER AND SEWER DIVISION
CITY OF LEWISTON
103 ADAMS AVENUE
LEWISTON, MAINE 04240
207.784.5753
ATTN: KEVIN GAGNE, P.E.

POWER
CENTRAL MAINE POWER
162 CANCO ROAD
PORTLAND, MAINE 04103
800.565.3181
ATTN: JAMIE COUGH

TELEPHONE
FAIRPOINT COMMUNICATIONS
FIVE DAVIS FARM ROAD
PORTLAND, MAINE 04103
207.797.1842
ATTN: SUE SERRETTE

CABLE
TIME WARNER CABLE
118 JOHNSON ROAD
PORTLAND, MAINE 04102
ATTN: DEBRA PAIEMENT 207.253.2262
ATTN: DON JOHNSON 207.253.2291

NATURAL GAS
UNITIL
1075 FOREST AVE
PORTLAND, MAINE 04103
207.541.2536
ATTN: BRIDGET HARMON

CALL BEFORE YOU DIG
1.888.DIGSAFE
1.888.344.7233
DIG SAFE MAINE

PERMITS / APPROVALS

LOCAL

SITE PLAN / SUBDIVISION
APPROVAL

GOVERNING BODY

DIRECTOR OF PLANNING AND CODE ENFORCEMENT
CITY HALL
27 PINE STREET, 3RD FLOOR
LEWISTON, MAINE 04240
207.784.5999
ATTN: DAVID HEDIGER

STATUS

INITIAL APPLICATION 2.13.15
FORMAL SUBMISSION 2.27.15

BUILDING PERMIT
CERTIFICATE OF OCCUPANCY

DIRECTOR OF PLANNING AND CODE ENFORCEMENT
CITY HALL
27 PINE STREET, 3RD FLOOR
LEWISTON, MAINE 04240
207.784.5999
ATTN: DAVID HEDIGER

APPROVAL-CITY OF LEWISTON
PLANNING BOARD

SEC. 11. EXPIRATION OF APPROVAL

(a) Initiation of Development Within Two Years

(1) If development has not occurred as defined within the scope of this Code within two years, development review approval shall expire. The applicant may not begin construction or operation of the development until a new approval is granted. A statement to this effect must appear on all approved plans.

(2) An extension of development review approval must be made within two years of the initial granting of approval. The applicant must state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of an extension, if granted. Extensions of approval may include information submitted in the initial application by reference. Only one extension of the initial approval shall be allowed under these provisions.

(b) Reexamination After Five Years

(1) If the approved development is not completed within five years from the date of the granting of approval or extension of approval, said approval shall expire and the applicant shall reapply for a new approval. A statement to this

effect must appear on all approved plans. The appropriate reviewing authority must reexamine its initial approval and may impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred between the date of original approval and the date of expiration of that approval, including any extension thereto. Within the scope of this Code, these changes may include, but not be limited to zoning, stormwater, environment, and traffic regulations. The appropriate reviewing authority may waive requiring any additional terms or conditions or other necessary corrective actions for a particular development for which it is determined the changes to be insignificant.

STATE OF MAINE

RECEIVED _____ COUNTY SS REGISTRY OF DEEDS
AT _____ h _____ m _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

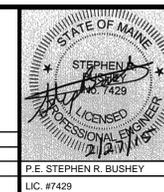
APPROVAL-LEWISTON SANITARY
DISTRICT

SUPERINTENDENT

I HEREBY ACKNOWLEDGE THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MAINE AND THAT I AM COMPETENT TO PREPARE THIS DOCUMENT.

PRELIMINARY - NOT FOR CONSTRUCTION

2	02.27.15	REVISED PER CITY COMMENTS AND RESUBMITTED
1	02.13.15	SUBMISSION TO CITY OF LEWISTON
REV	DATE	DESCRIPTION
REVISIONS		



PROJECT	PIERCE PLACE HOUSING
SHEET TITLE	COVER SHEET
CLIENT	PIERCE PLACE ASSOCIATES LP c/o ST. LAURENT HOUSING ASSOCIATES AND WINTON SCOTT ARCHITECTS

FST FAY, SPOFFORD & THORNDIKE ENGINEERS · PLANNERS · SCIENTISTS 778 MAIN ST., SUITE 8, SOUTH PORTLAND, ME 04106	
DRAWN: DED	DATE: FEBRUARY 2015
DESIGNED: -	SCALE: N.T.S.
CHECKED: SRB	JOB NO. SL-M002
FILE NAME: SL-M002 COVER	
SHEET	C-1.0

GENERAL NOTES:

- THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF ALL REGULATIONS ADMINISTERED BY LOCAL UTILITY COMPANIES AND THE CITY OF LEWISTON.
- THE CONTRACTOR SHALL REFER TO THE ARCHITECT PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE ENTRANCES, PAVING, EXITS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE POINTS.
- ALL REQUIRED AND NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL SERVICE CONNECTIONS.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
- ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
- ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE PROJECT SPECIFICATIONS, AND THE CITY OF LEWISTON TECHNICAL STANDARDS.
- EXISTING CONDITIONS AND TOPOGRAPHIC SURVEYS ARE BASED ON BASE MAPPING AND BOUNDARY SURVEY DEPICTED ON PLAN TITLED "EXISTING CONDITIONS PLAN OF ST. LAURENT HOUSING ET ALS PROPERTY 110-122 PIERCE STREET AND 139, 149-155 BARTLETT STREETS LEWISTON, MAINE", PREPARED FOR ST. LAURENT HOUSING ASSOCIATES BY FOUR POINTS ASSOCIATES, INC. JOB # 15001 LAST REVISED 02.02.15
- THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED ON THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THE PLAN AND ALL REPRESENTATIONS MADE BY THE APPLICANT CONCERNING THE DEVELOPMENT AND USE OF THE PROPERTY WHICH APPEAR IN THE RECORD OF THE PLANNING BOARD PROCEEDINGS ARE CONDITIONS OF THE APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVAL IS PERMITTED UNLESS AN AMENDED PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING AUTHORITY.

SITE LAYOUT NOTES:

- ALL SIGNAGE SHALL CONFORM TO THE STANDARDS FOR SIZE, HEIGHT, LOCATION, AND REFLECTIVITY SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL PARKING STALLS SHALL BE MARKED OFF BY 4" SOLID YELLOW LINES EXCEPT AS SHOWN ON THE LAYOUT PLAN.
- ALL CURB SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS AS NOTED ON THE PLANS: GRANITE AND BITUMINOUS CONCRETE CURB SHALL MEET THE REQUIREMENTS OF MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS 609.03 AND 609.04.
- ALL DIMENSIONING UNLESS OTHERWISE NOTED IS TO THE FACE OF CURB OR FACE OF BUILDING.
- EXCEPT WHERE INDICATED OTHERWISE, THE PAVEMENT IS TO BE STANDARD DUTY PAVEMENT.
- THE FACILITIES WILL BE SERVICED BY CITY SEWER, PUBLIC WATER AND A COMBINATION OF OVERHEAD AND UNDERGROUND UTILITIES.
- ALL METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS IDENTIFIED HEREIN SHALL CONFORM TO THE CITY OF LEWISTON CONSTRUCTION AND TECHNICAL STANDARDS AND SPECIFICATIONS AND/OR CURRENT MDOT STANDARDS AND SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
- THE CONTRACTOR OR DEVELOPER IS REQUIRED TO NOTIFY THE CITY OF LEWISTON PLANNING AND CODE ENFORCEMENT DIVISION (784-2951), IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. SHOULD THE IMPROVEMENTS BE OF SIGNIFICANT CONCERN OR IN A SENSITIVE AREA, A PRECONSTRUCTION MEETING MAY BE REQUIRED AT THE DISCRETION OF THE DEPARTMENT.
- AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. THE DEVELOPER, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
- WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN MUST BE EMPLOYED ON CITY STREETS AS NECESSARY.
- CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH THE CITY OF LEWISTON'S SOLID WASTE ORDINANCE CHAPTER 62.
- ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR AT THEIR EXPENSE.
- PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERLY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR REGISTERED IN THE STATE OF MAINE AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
- ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF LEWISTON WATER AND SEWER DIVISION.
- A STREET OPENING PERMIT MUST BE OBTAINED FROM THE CITY OF LEWISTON PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.

ZONING DATA
DOWNTOWN RESIDENTIAL DISTRICT

SPACE AND BULK REGULATIONS	REQUIRED	ACTUAL
MINIMUM LOT AREA	5,000 S.F.	9,982 S.F.
MINIMUM STREET FRONTAGE	50'	>50'
MINIMUM STRUCTURE SETBACKS		
FRONT YARD	ZERO	ZERO
SIDE/REAR YARD	10'	10'
MAXIMUM IMPERVIOUS SURFACE RATIO	75%	73%
MAXIMUM BUILDING HEIGHT	60'	29'-3"

OFF STREET PARKING

PARKING STALL DIMENSION	9' x 18' 8' x 15'	9' x 18' 8' x 15'
PARKING SPACES	58	35 (MIN.)

GRADING AND DRAINAGE NOTES:

- ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF n = 0.013 OR LESS. UNLESS A SPECIFIC PIPE MATERIAL IS CALLED FOR ON THE CONTRACT DRAWINGS, CPP AND PVC PIPING SHALL NOT BE USED IN AREAS OF EXPOSED SUNLIGHT.
- ALL SLOPES STEEPER THAN 3:1 ARE TO RECEIVE RIPRAP SLOPE PROTECTION OR TURF REINFORCEMENT.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING EARTHWORK OPERATIONS TO INSURE THAT THE STEEP SLOPE AREAS ARE NOT DISTURBED. THE LIMITS OF CLEARING SHALL BE 1' BEYOND THE GRADING LIMITS AS SHOWN ON THE SITE LAYOUT PLAN AND AS WELL AS ON THIS PLAN SHEET.
- THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN HERON ARE ABASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-DIGSAFE) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
- ALL PAVEMENT JOINTS SHALL BE SAWCUT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.
- NO HOLES, TRENCHES OR STRUCTURES SHALL BE LEFT OPEN OVERNIGHT IN ANY EXCAVATION ACCESSIBLE TO THE PUBLIC OR IN PUBLIC RIGHTS-OF-WAY.
- THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ARCHITECT/ENGINEER AND/OR CLIENT/OWNER.
- CONTRACTOR SHALL INCORPORATE PROVISIONS AS NECESSARY IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED BY DESIGN DRAWINGS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
- EXTERIOR GRADES AROUND PROPOSED STRUCTURES SHALL BE COORDINATED WITH FINAL BUILDING PLANS AND PROVIDE FOR ALL ACCESS OPENINGS INCLUDING MANDDOORS.
- CONTRACTOR SHALL PROVIDE A FINISH PAVEMENT SURFACE FREE OF LOW SPOTS AND PONDING AREAS. CRITICAL AREAS INCLUDE BUILDING ENTRANCES AND EXIT RAMPS ADJACENT TO THE BUILDINGS AND ALONG CURBED AREAS.
- ALL SUBGRADE SURFACES SHALL BE SLOPED AT NO LESS THAN 1% TO PROMOTE ADEQUATE DRAINAGE TOWARDS SUBSURFACE DRAINAGE SYSTEMS.
- PROVIDE STABILIZATION OR SEPARATION GEOTEXTILE FABRIC OVER UNSTABLE SOILS AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- CATCH BASINS SHALL BE INSPECTED IN THE SPRING AND FALL OF EACH YEAR. ANY STRUCTURES WHICH ARE INSPECTED AND HAVE AN ACCUMULATED SEDIMENT DEPTH OF 12" SHALL BE CLEANED. DISPOSAL OF ACCUMULATED SEDIMENT SHALL BE IN ACCORDANCE WITH LOCAL AND FEDERAL REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, OPERATION AND REMOVAL OF APPROPRIATE EXCAVATION DEWATERING SYSTEMS, AS WELL AS PROTECTING EXPOSED SUBGRADE SOILS AT NO EXTRA COSTS TO THE OWNER. WATER ENTERING EXCAVATIONS SHALL BE CONTROLLED AND PROMPTLY REMOVED TO AVOID SUBGRADE DISTURBANCE. SURFACE WATER RUNOFF SHALL BE DIRECTED AWAY FROM EXPOSED SOIL BEARING SURFACES.

EROSION CONTROL NOTES:

- LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
- PRIOR TO BEGINNING ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES AND THE STABILIZED CONSTRUCTION ENTRANCES.
- ALL GROUND AREAS DISTURBED DURING CONSTRUCTION WILL BE GRADED, LOAMED AND SEEDED AS SOON AS POSSIBLE.
- SILT BARRIERS SHALL BE INSPECTED, REPAIRED AND CLEANED AS NOTED IN THE EROSION CONTROL NOTES SHOWN ON THE EROSION CONTROL DETAIL SHEET.
- THE CONTRACTOR SHALL REPAIR AND ADD STONE TO THE CONSTRUCTION ENTRANCES AS THEY BECOME SATURATED WITH MUD TO ENSURE THAT THEY WORK AS PLANNED DURING CONSTRUCTION AND SHALL KEEP ADJACENT STREETS CLEAR OF DIRT AND MUD.
- SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO IT FOR LATER USE IN LANDSCAPING OPERATIONS.
- CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITIES IN THE AREA OF PROPOSED EXCAVATION OR BLASTING AT LEAST THREE (3) BUT NOT MORE THAN (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION. CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRSA 3360-A.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY ELECTRICAL SERVICES IN CONDUIT TO SIGHT LIGHTING, COMPLYING WITH APPLICABLE CODES. COORDINATE WITH OWNER AND ARCHITECTURAL AND CMP PLANS. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONFIRM WITH CMP, CABLE AND TELEPHONE COMPANIES INDIVIDUAL UTILITY REQUIREMENTS FOR INSTALLATION AND LOCATIONS OF UTILITIES.
- CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION.
- FILL AREAS UNDER PAVEMENT SHALL BE GRANULAR BORROW. ALL OTHER FILL AREAS SHALL BE A COMMON BORROW MATERIAL SUITABLE FOR EMBANKMENT CONSTRUCTION, FREE FROM FROZEN MATERIAL, PERISHABLE RUBBLE, PEAT, ORGANICS, ROCKS LARGER THAN 12" IN DIAMETER, VEGETATION AND OTHER MATERIAL UNSUITABLE FOR ROADWAY AND SUBGRADE CONSTRUCTION. EXCAVATED ON-SITE MATERIALS MAY BE USED FOR FILL PROVIDED THE MATERIAL IS FREE FROM UNSUITABLE MATERIAL DESCRIBED IN THIS NOTE AND UPON APPROVAL OF THE ENGINEER. GRANULAR BORROW AND COMMON BORROW SHALL COMPLY WITH THE LATEST MDOT SPECIFICATIONS.
- ALL FILLS SHALL BE PLACED IN LAYERS NOT MORE THAN 12" LOOSE DEPTH AND COMPACTED BY HEAVY COMPACTION EQUIPMENT. MINIMUM COMPACTION SHALL BE 95% OF MAXIMUM DENSITY ASTM 1557, MODIFIED AND FIELD DENSITY ASTM D2922 (NUCLEAR METHODS).
- IMMEDIATELY UPON COMPLETION OF CUTS/FILLS, THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH EROSION CONTROL NOTES AS SPECIFIED ON PLANS.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENT CONTROL BMPs PUBLISHED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.

UTILITY NOTES:

- ALL REQUIRED UTILITIES SERVING THE PROJECT SHALL BE COORDINATED AND CONSTRUCTED BY THE EARTHWORK CONTRACTOR TO WITHIN 5 FEET OF THE BUILDINGS, AT A LOCATION COORDINATED WITH THE MEP CONTRACTOR AND THE BUILDING PLANS. EARTHWORK WORK WITHIN 5 FEET OF UNDERSLAB UTILITIES SHALL CONSIST OF TRENCHING AND BACKFILLING. ACTUAL UTILITY INSTALLATION SHALL BE BY THE MEP CONTRACTOR. ALL REQUIRED CONNECTION FEES SHALL BE PAID BY THE GENERAL CONTRACTOR.
- THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF AND/OR RELOCATION OF OVERHEAD AND UNDERGROUND TELEPHONE WITH FAIRPOINT COMMUNICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUITS, PULL WIRES, TRENCHING AND BACKFILLING NECESSARY TO COMPLETE THE WORK.
- ALL SANITARY SEWER WORK SHALL MEET THE STANDARDS OF THE MAINE STATE PLUMBING CODE AND CITY OF LEWISTON PUBLIC WORKS.
- THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRIC SERVICE WITH CENTRAL MAINE POWER.
- COORDINATE ALL UTILITY WORK WITH THE APPROPRIATE UTILITY COMPANY. ALL UTILITY WORK SHALL CONFORM TO THE STANDARDS OF THE UTILITY COMPANY AND PROJECT SPECIFICATIONS.
- THE LOCATIONS OF THE NEW UTILITY SERVICES AND CONNECTIONS SHALL BE COORDINATED WITH THE SERVING UTILITY COMPANY.
- UNDERGROUND ELECTRICAL, CONDUIT MATERIAL AND INSTALLATION SHALL CONFORM TO UTILITY COMPANY STANDARDS AND PROJECT SPECIFICATIONS, WHICH EVER IS MORE STRINGENT.
- ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.
- ALL UNDERGROUND CONDUITS SHALL HAVE NYLON PULL ROPES TO FACILITATE PULLING CABLES.
- THE CONTRACTOR SHALL OBTAIN, PAY FOR, AND COMPLY WITH ALL REQUIRED PERMITS, ARRANGE FOR ALL INSPECTIONS, AND SUBMIT COPIES OF ACCEPTANCE CERTIFICATES TO THE OWNER PRIOR TO COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL, AT NO EXTRA EXPENSE TO THE OWNER.
- A 10 FOOT MINIMUM EDGE TO EDGE HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN ALL WATER AND SANITARY SEWER LINES. AN 18 INCH OUTSIDE TO OUTSIDE VERTICAL SEPARATION SHALL BE PROVIDED AT ALL WATER AND SANITARY SEWER CROSSINGS. THE WATERMAIN MUST ALSO BE LOCATED ABOVE THE SEWER.
- THE CONTRACTOR SHALL PHASE UTILITY CONSTRUCTION AND PROVIDE TEMPORARY SERVICES AS REQUIRED TO PROVIDE CONTINUOUS SERVICE TO THE JOBSITE. TEMPORARY SERVICES SHALL COMPLY WITH ALL FEDERAL, STATE, LOCAL AND UTILITY COMPANY STANDARDS. COORDINATE ALL TEMPORARY SERVICES WITH UTILITY COMPANY, OWNER AND AFFECTED BUSINESSES.
- THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL BE PLACED ON THE WATER DISTRIBUTION LINES AT ALL BENDS, TEES, FIRE HYDRANTS, VALVES, CHANGES IN DIRECTION, ETC. THE THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL MEET THE REQUIREMENTS OF THE LOCAL WATER DISTRICT AND THE CONSTRUCTION SPECIFICATIONS.

PERMIT REQUIREMENTS:

THE PROPOSED PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE CITY OF LEWISTON SITE PLAN APPROVAL. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THESE DOCUMENTS WITH SPECIAL ATTENTION TO THE FOLLOWING TYPICAL CONDITIONS:

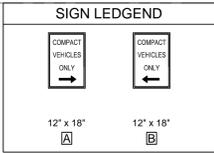
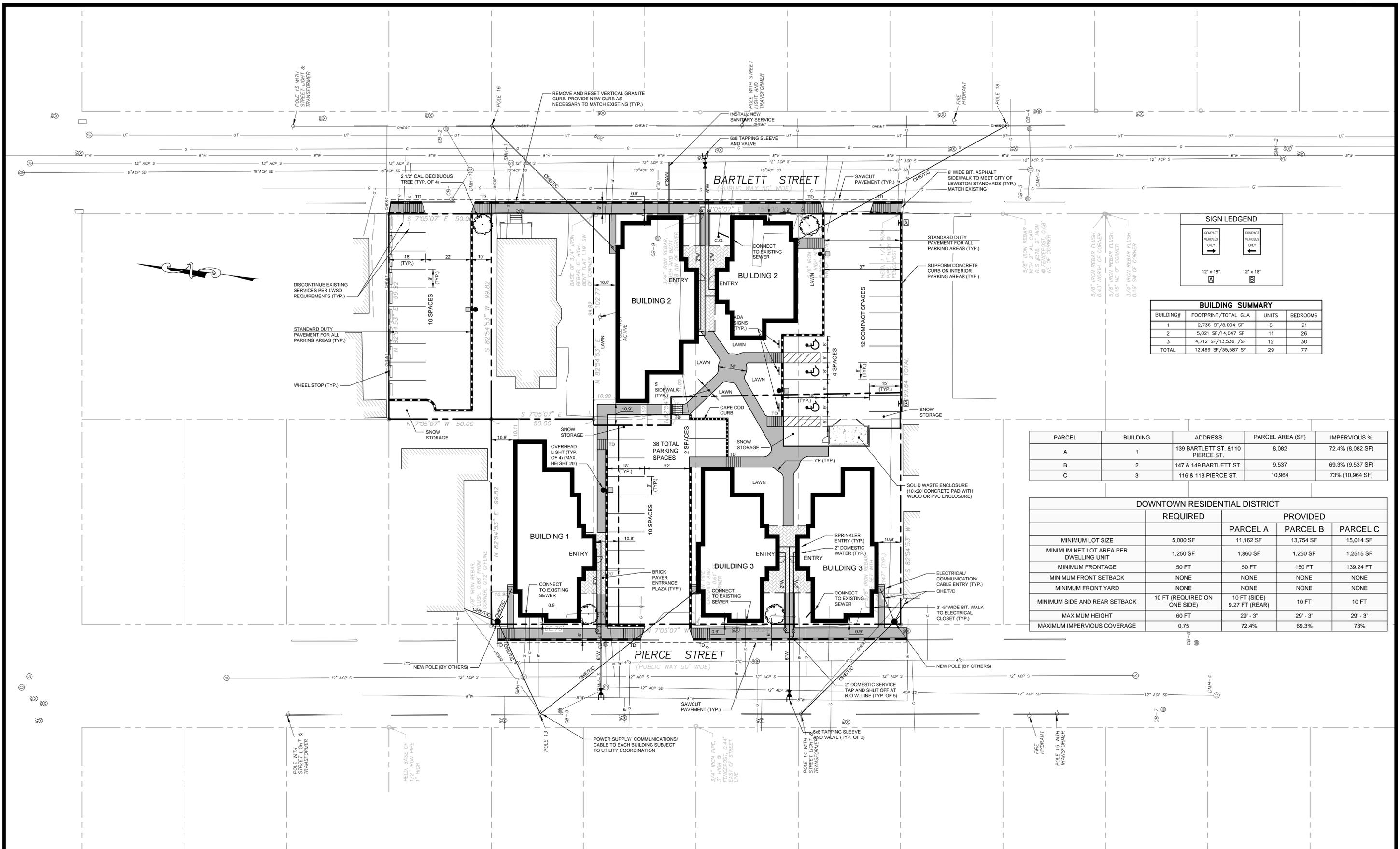
- IN ADDITION TO ANY SPECIFIC EROSION CONTROL MEASURES DESCRIBED IN THIS OR PREVIOUS ORDERS, THE APPLICANT SHALL TAKE ALL NECESSARY ACTIONS TO ENSURE THAT THEIR ACTIVITIES OR THOSE OF THEIR AGENTS DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS ON THE SITE DURING THE CONSTRUCTION AND OPERATION OF THE PROJECT COVERED BY THIS APPROVAL.
- ADEQUATE SEDIMENTATION AND EROSION CONTROL DEVICES, SUCH AS GEOTEXTILE SILT FENCES OR OTHER DEVICES CAPABLE OF FILTERING THE FINES INVOLVED, SHALL BE INSTALLED AND PROPERLY MAINTAINED TO MINIMIZE IMPACTS DURING CONSTRUCTION. THESE DEVICES MUST BE REMOVED UPON COMPLETION OF WORK AND STABILIZATION OF DISTURBED AREAS. THE SEDIMENT COLLECTED BY THESE DEVICES MUST ALSO BE REMOVED AND PLACED UPLAND, IN A MANNER THAT WILL PREVENT ITS LATER EROSION AND TRANSPORT TO THE CITY'S DRAINAGE SYSTEM.
- ALL EXPOSED SOILS RESULTING FROM THE CONSTRUCTION WILL BE PROMPTLY SEEDED AND MULCHED IN ORDER TO ACHIEVE VEGETATIVE STABILIZATION.
- APPROVAL OF THE DEVELOPMENT PLAN AND ANY BUILDING PERMIT ISSUED BY THE CITY OF LEWISTON FOR DEVELOPMENT WITHIN THE SCOPE OF ZONING AND LAND USE CODE OF THE CITY OF LEWISTON SHALL EXPIRE AFTER A PERIOD OF TWENTY-FOUR MONTHS AFTER THE DATE OF APPROVAL IF SUBSTANTIAL DEVELOPMENT HAS NOT BEGUN.

LEGEND

EXISTING	PROPOSED

PRELIMINARY - NOT FOR CONSTRUCTION

	PROJECT PIERCE PLACE HOUSING	FAY, SPOFFORD & THORNDIKE ENGINEERS • PLANNERS • SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106																	
	SHEET TITLE GENERAL NOTES AND LEGEND																		
<table border="1"> <tr> <td>2</td> <td>02.27.15</td> <td>REVISED PER CITY COMMENTS AND RESUBMITTED</td> </tr> <tr> <td>1</td> <td>02.13.15</td> <td>SUBMISSION TO CITY OF LEWISTON</td> </tr> <tr> <td>REV</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> </table>	2	02.27.15	REVISED PER CITY COMMENTS AND RESUBMITTED	1	02.13.15	SUBMISSION TO CITY OF LEWISTON	REV	DATE	DESCRIPTION	CLIENT PIERCE PLACE ASSOCIATES LP c/o ST. LAURENT HOUSING ASSOCIATES AND WINTON SCOTT ARCHITECTS	<table border="1"> <tr> <td>DRAWN: DED</td> <td>DATE: FEBRUARY 2015</td> </tr> <tr> <td>DESIGNED: -</td> <td>SCALE: N.T.S.</td> </tr> <tr> <td>CHECKED: SRB</td> <td>JOB NO. SL-M002</td> </tr> <tr> <td>FILE NAME: SL-M002 GENERAL</td> <td></td> </tr> </table>	DRAWN: DED	DATE: FEBRUARY 2015	DESIGNED: -	SCALE: N.T.S.	CHECKED: SRB	JOB NO. SL-M002	FILE NAME: SL-M002 GENERAL	
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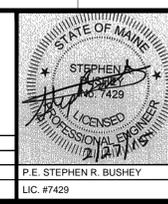
BUILDING SUMMARY				
BUILDING#	FOOTPRINT/TOTAL GLA	UNITS	BEDROOMS	
1	2,736 SF/8,004 SF	6	21	
2	5,021 SF/14,047 SF	11	26	
3	4,712 SF/13,536 SF	12	30	
TOTAL	12,469 SF/35,587 SF	29	77	

PARCEL	BUILDING	ADDRESS	PARCEL AREA (SF)	IMPERVIOUS %
A	1	139 BARTLETT ST. & 110 PIERCE ST.	8,082	72.4% (8,082 SF)
B	2	147 & 149 BARTLETT ST.	9,537	69.3% (9,537 SF)
C	3	116 & 118 PIERCE ST.	10,964	73% (10,964 SF)

	DOWNTOWN RESIDENTIAL DISTRICT			
	REQUIRED	PROVIDED		
		PARCEL A	PARCEL B	PARCEL C
MINIMUM LOT SIZE	5,000 SF	11,162 SF	13,754 SF	15,014 SF
MINIMUM NET LOT AREA PER DWELLING UNIT	1,250 SF	1,860 SF	1,250 SF	1,251 SF
MINIMUM FRONTAGE	50 FT	50 FT	150 FT	139.24 FT
MINIMUM FRONT SETBACK	NONE	NONE	NONE	NONE
MINIMUM FRONT YARD	NONE	NONE	NONE	NONE
MINIMUM SIDE AND REAR SETBACK	10 FT (REQUIRED ON ONE SIDE)	10 FT (SIDE) 9.27 FT (REAR)	10 FT	10 FT
MAXIMUM HEIGHT	60 FT	29' - 3"	29' - 3"	29' - 3"
MAXIMUM IMPERVIOUS COVERAGE	0.75	72.4%	69.3%	73%

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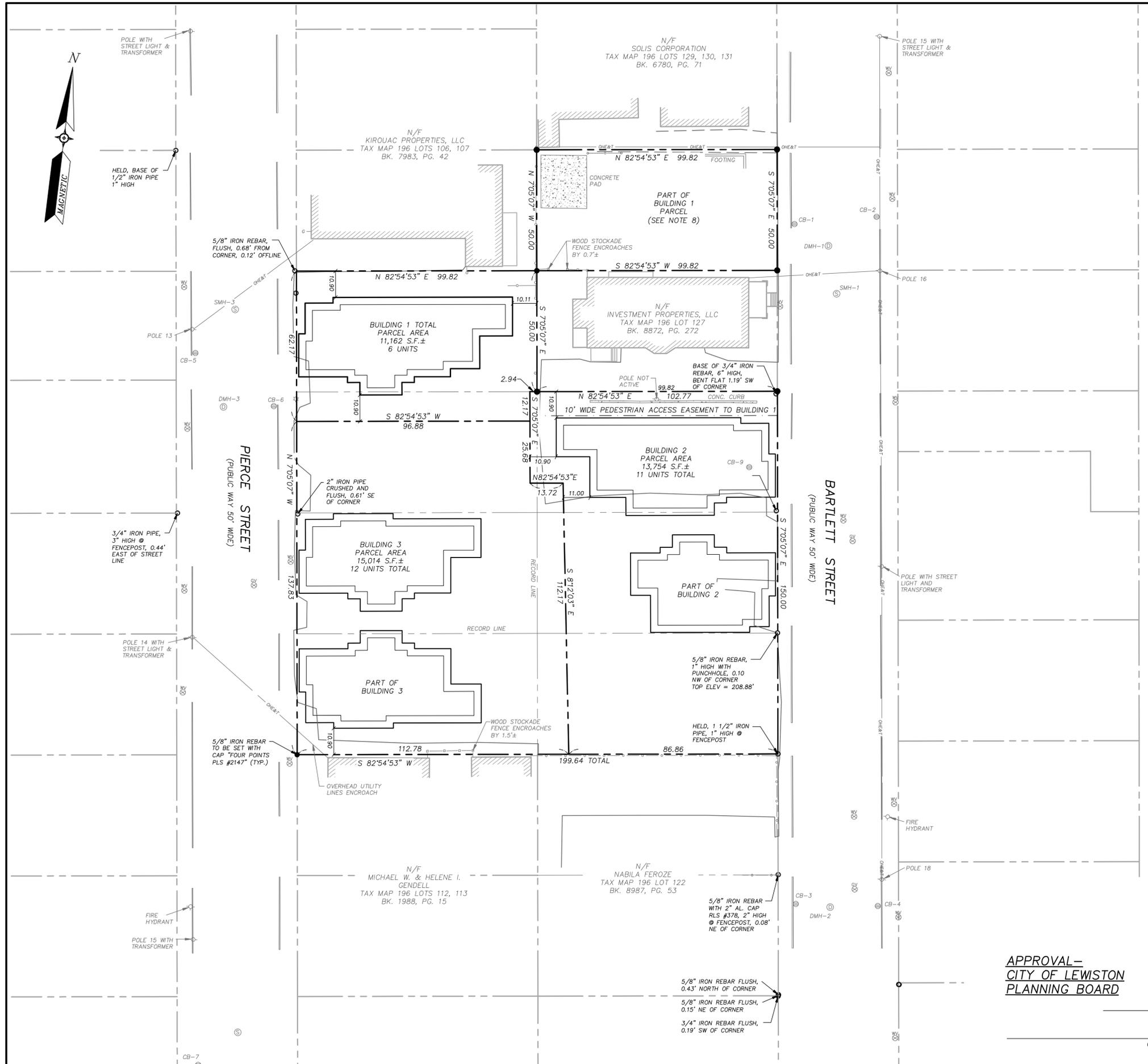
PROJECT
PIERCE PLACE HOUSING

SHEET TITLE
SITE LAYOUT, LANDSCAPE AND UTILITY PLAN

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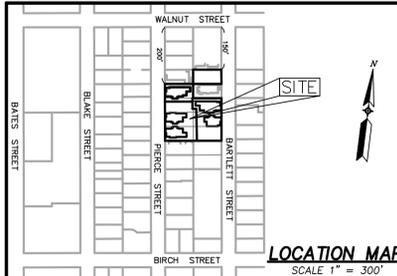
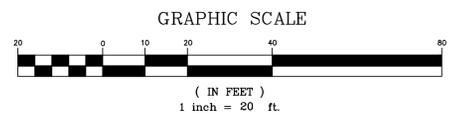
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LEGEND

--- SITE BOUNDARY	--- SIGN
--- IRON PIPE/ROD	--- WATER VALVE
--- IRON REBAR TO BE SET	--- GAS VALVE
--- INTERIOR RECORD LINE	--- UTILITY POLE
--- ABUTTER BOUNDARY	--- HYDRANT
--- SETBACK	--- CATCH BASIN
--- EASEMENT	--- DRAINAGE MANHOLE
--- CHAIN LINK FENCE	--- SEWER MANHOLE
--- STOCKADE FENCE	--- TELEPHONE MANHOLE
--- EDGE PAVEMENT	
--- GRANITE CURB	
--- GRAVEL EDGE	
--- EXISTING BUILDING FACE	
--- PROPOSED BUILDING FACE	
--- OHE&T	--- OVERHEAD ELEC. & TEL.



APPROVAL - CITY OF LEWISTON PLANNING BOARD

DATE _____

CHAIRPERSON _____

STATE OF MAINE
ANDROSCOGGIN COUNTY SS REGISTRY OF DEEDS
RECEIVED _____ 2015
AT _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

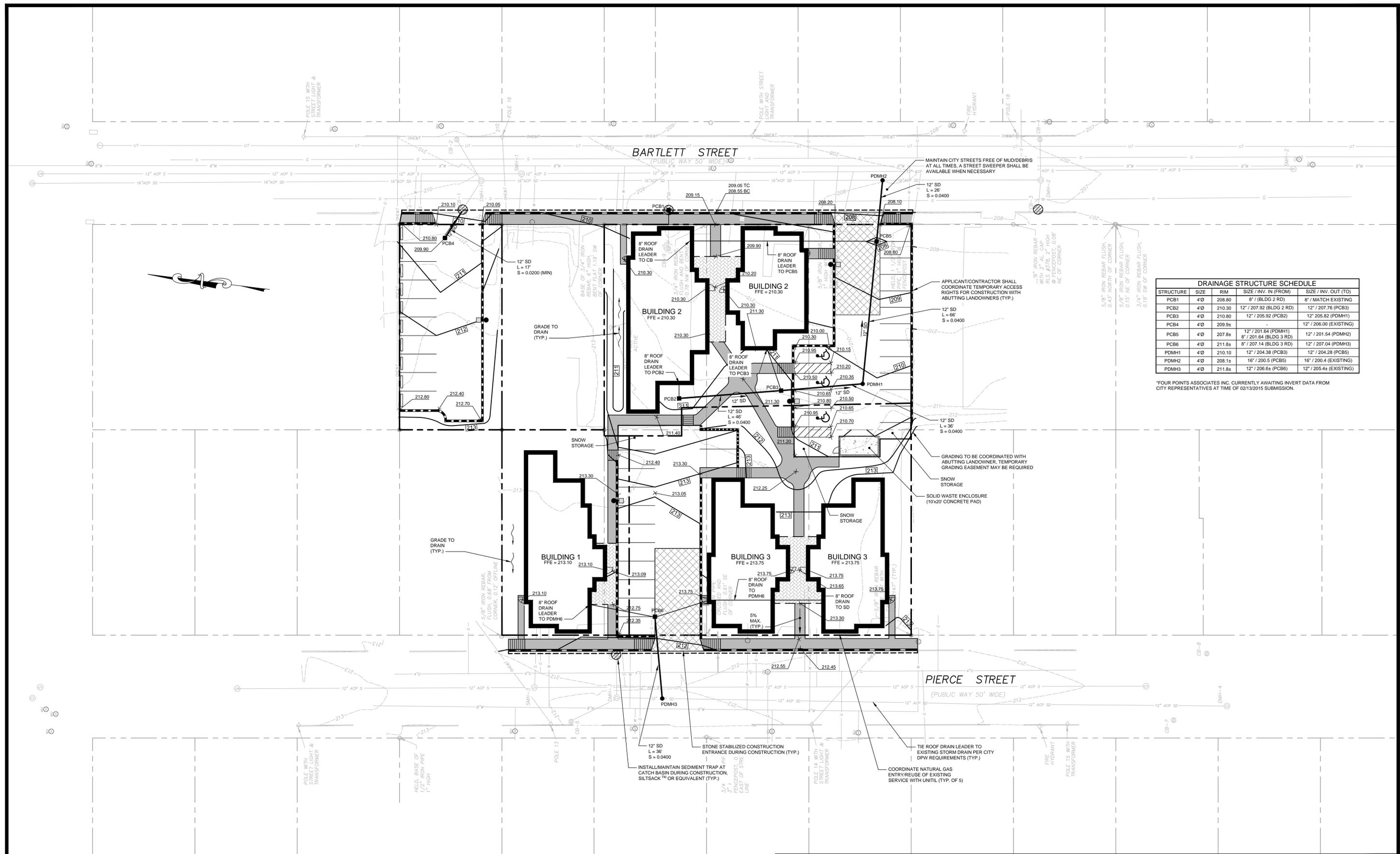
THIS PLAN SHALL NOT BE INSURED WITHOUT WRITTEN PERMISSION FROM FOUR POINTS ASSOCIATES, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO FOUR POINTS ASSOCIATES, INC.

NAME: DONALD E. DOSTIE	UC: #2147	STATUS: SUBMISSION FOR APPROVAL	DATE: 3/2/2015	DWG NAME: 1500TEC	SCALE: 1" = 20'	PLAN BY: D. DOSTIE
REV: A	REV. DATE: 3/2/2015	PROJ. NO: 15001				

SUBDIVISION PLAN OF PIERCE PLACE HOUSING
LEWISTON, MAINE
FOR RECORD OWNER:
ST. LAURENT HOUSING ASSOCIATES
100 USBOC STREET, BOX 11
LEWISTON, MAINE 04240

Four Points Associates, Inc.
Donald E. Dostie PLS, Principal
9 Ralph Avenue, Lewiston, ME 04240 Tel. 207-577-5840

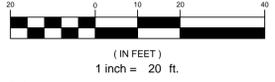
SHEET C-3.1



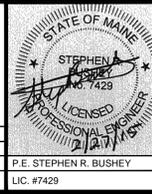
DRAINAGE STRUCTURE SCHEDULE				
STRUCTURE	SIZE	RIM	SIZE / INV. IN (FROM)	SIZE / INV. OUT (TO)
PCB1	4"Ø	208.80	8" / (BLDG 2 RD)	8" / MATCH EXISTING
PCB2	4"Ø	210.30	12" / 207.92 (BLDG 2 RD)	12" / 207.76 (PCB3)
PCB3	4"Ø	210.80	12" / 205.92 (PCB2)	12" / 205.82 (PDMH1)
PCB4	4"Ø	209.9±		12" / 206.00 (EXISTING)
PCB5	4"Ø	207.8±	12" / 201.64 (PDMH1)	12" / 201.54 (PDMH2)
PCB6	4"Ø	211.8±	8" / 207.14 (BLDG 3 RD)	12" / 207.04 (PDMH3)
PDMH1	4"Ø	210.10	12" / 204.38 (PCB3)	12" / 204.28 (PCB5)
PDMH2	4"Ø	208.1±	16" / 200.5 (PCB5)	16" / 200.4 (EXISTING)
PDMH3	4"Ø	211.8±	12" / 206.6± (PCB6)	12" / 205.4± (EXISTING)

*FOUR POINTS ASSOCIATES INC. CURRENTLY AWAITING INVERT DATA FROM CITY REPRESENTATIVES AT TIME OF 02/13/2015 SUBMISSION.

PRELIMINARY - NOT FOR CONSTRUCTION



REV	DATE	DESCRIPTION
2	02.27.15	REVISED PER CITY COMMENTS AND RESUBMITTED
1	02.13.15	SUBMISSION TO CITY OF LEWISTON



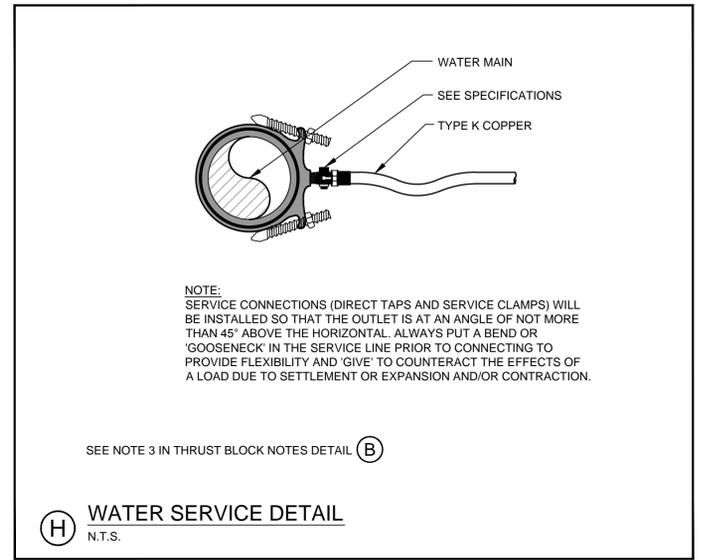
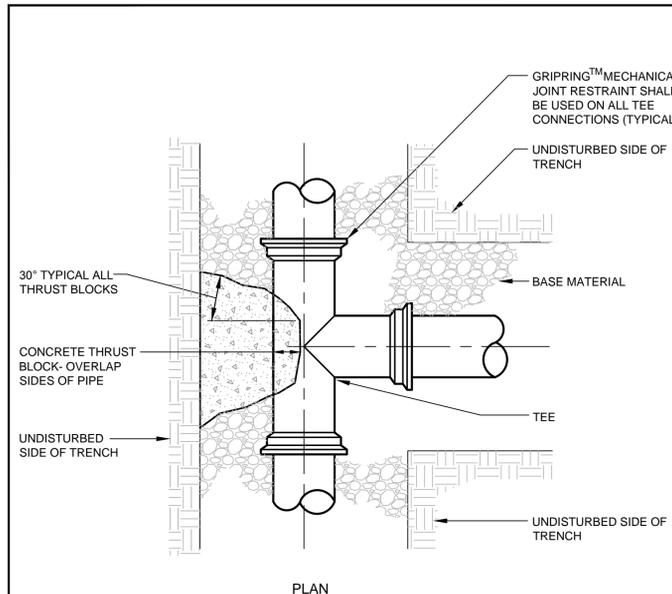
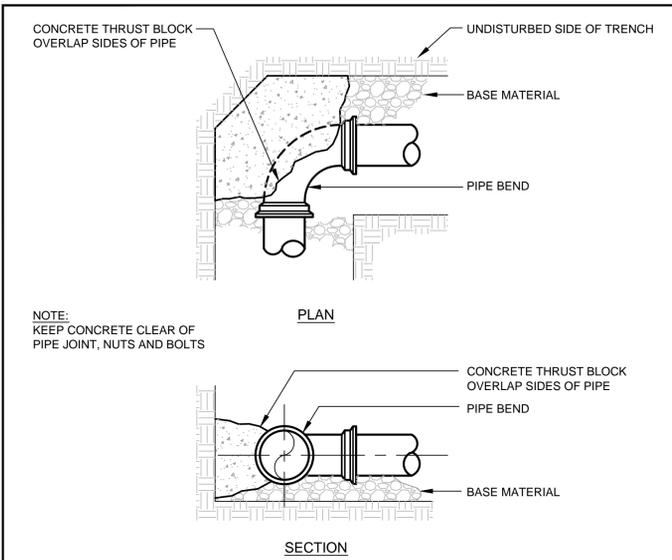
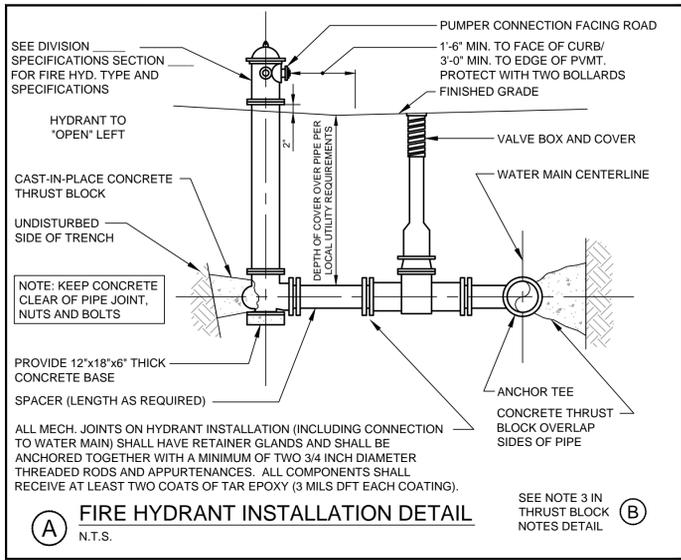
PROJECT
PIERCE PLACE HOUSING

SHEET TITLE
OVERALL GRADING, DRAINAGE AND EROSION CONTROL PLAN

CLIENT
PIERCE PLACE ASSOCIATES LP
c/o ST. LAURENT HOUSING ASSOCIATES AND WINTON SCOTT ARCHITECTS

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST., SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN: DB DATE: FEBRUARY 2015
DESIGNED: - SCALE: 1" = 20'
CHECKED: SRB JOB NO. SL-M002
FILE NAME: SL-M002 OVERALL-GRADING
SHEET **C-4.0**



1. INSTALL POLY BARRIER BETWEEN PIPE AND ALL THRUST BLOCKS.
 2. ANY MODIFICATION TO THRUST BLOCK SIZING OR PIPE RESTRAINT REVISIONS SHALL BE APPROVED IN WRITING BY THE ENGINEER PRIOR TO IMPLEMENTATION IN THE FIELD.
 3. ANY WORK RELATING TO WATER PIPING OR DETAILS SHALL BE IN ACCORDANCE WITH THE LEWISTON WATER DISTRICT SPECIFICATIONS.
 4. ALL RESTRAINED JOINTS MUST HAVE GRIPRING™.

BEARING SURFACE REQUIRED IN SQUARE FEET					
PIPE SIZE	1/2 BEND	1/6 BEND	1/4 BEND	1/8 BEND	TEES/CAPS
6" / 8"	5.0	5.0	5.0	6.5	5.0
12"	11.5	11.5	11.5	20.0	22.0

B THRUST BLOCK NOTES
N.T.S.

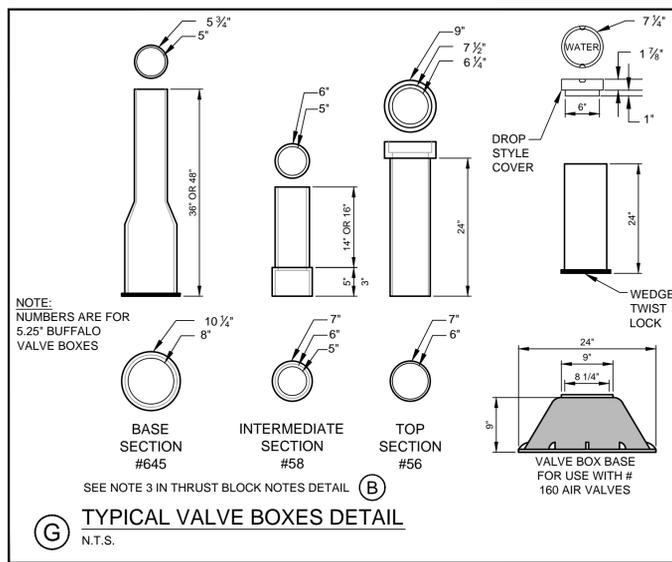
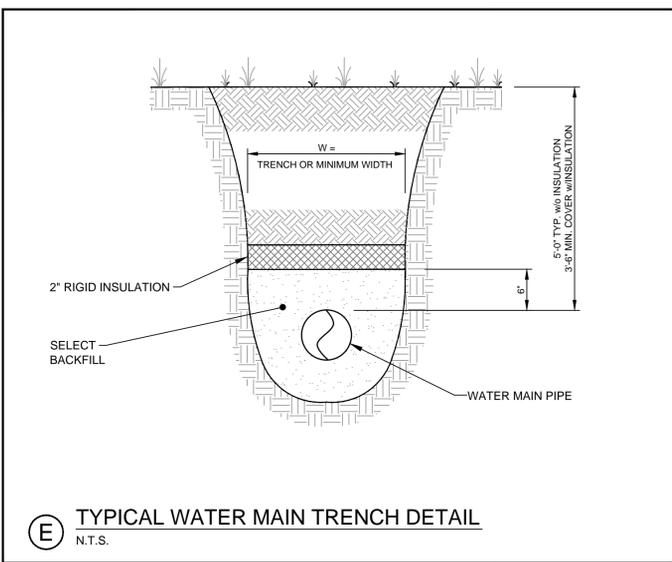
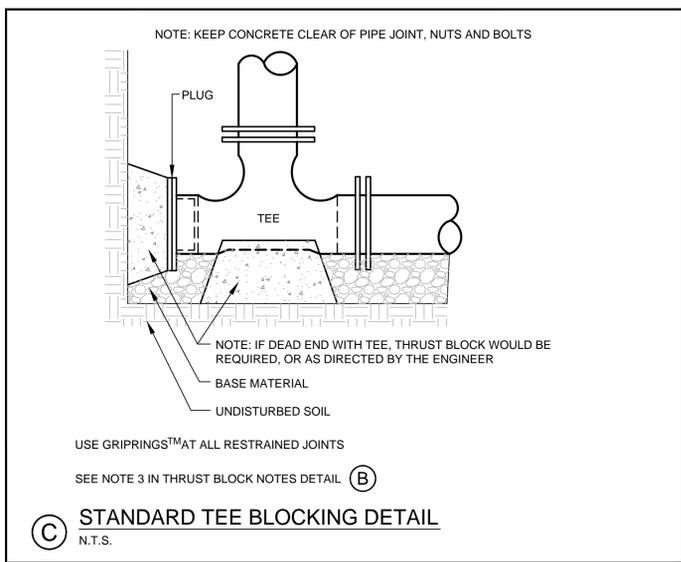
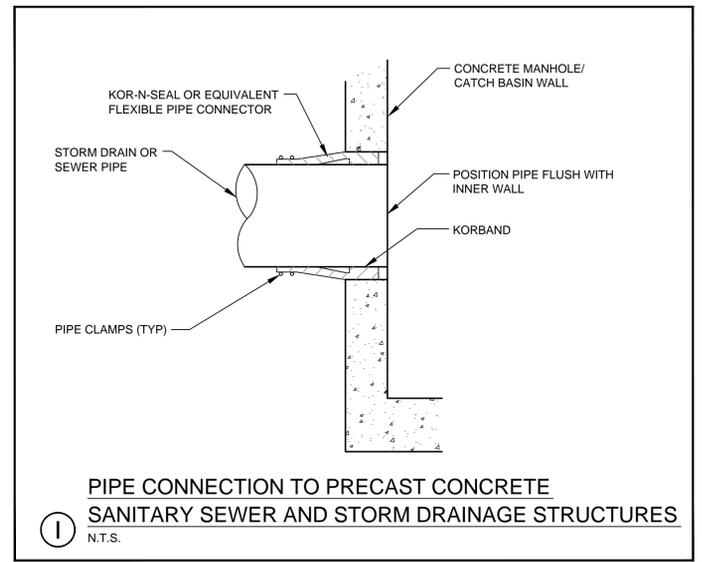
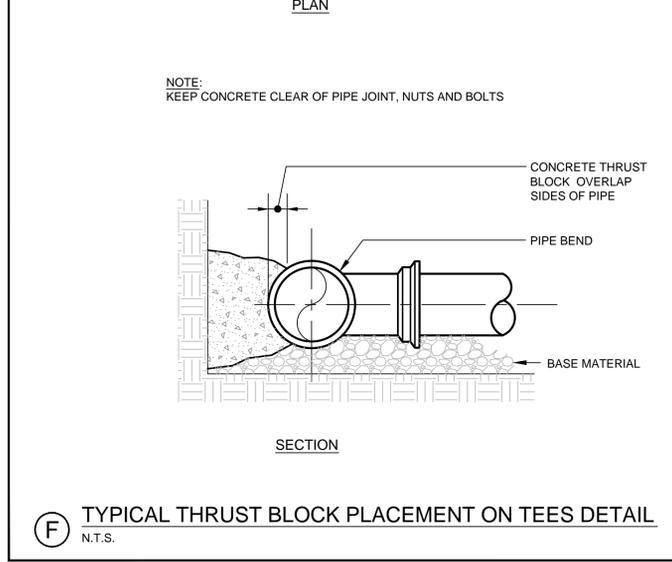
THRUST/RETAINER GLAND SCHEDULE		
1/2 BEND	(90°)	USE POURED-IN-PLACE THRUST BLOCK WITH GRIPRING™ MECHANICAL JOINT RESTRAINT
1/6 BEND	(45°)	THRUST BLOCK W/ GRIPRING™
1/8 BEND	(22 1/2°)	THRUST BLOCK W/ GRIPRING™
1/4 BEND	(11 1/4°)	THRUST BLOCK W/ GRIPRING™

THE ABOVE SCHEDULE IS SUBJECT TO THE APPROVAL OF THE ON-SITE INSPECTOR DUE TO SOILS AND WORKING PRESSURES IN THE AREA.

NOTES:

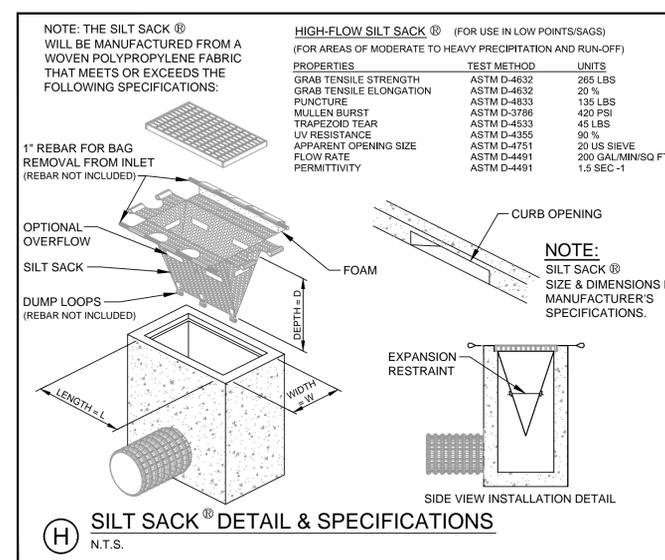
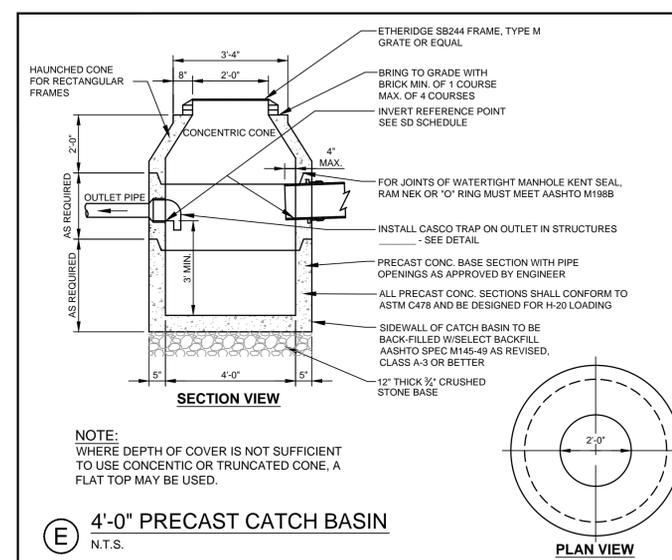
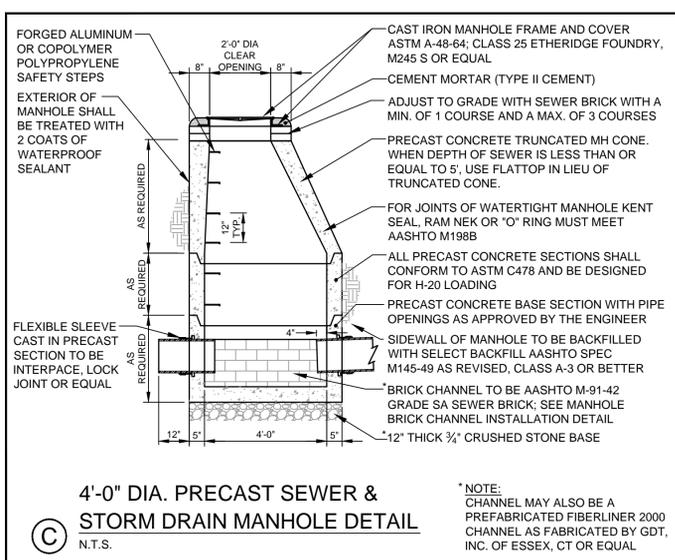
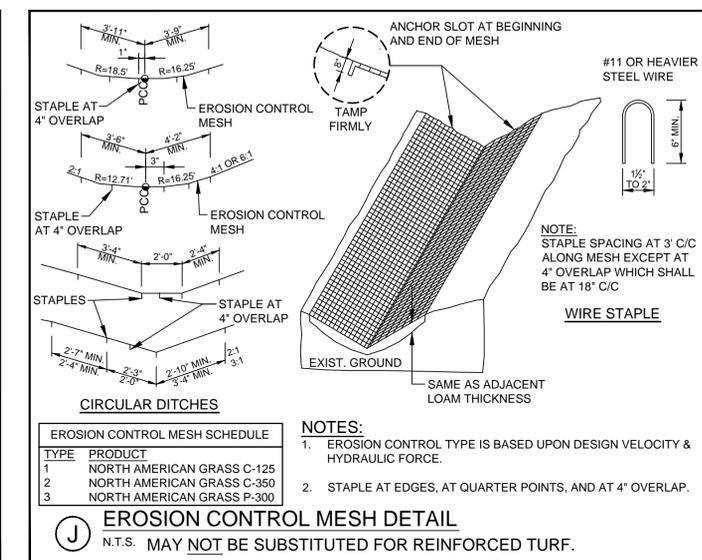
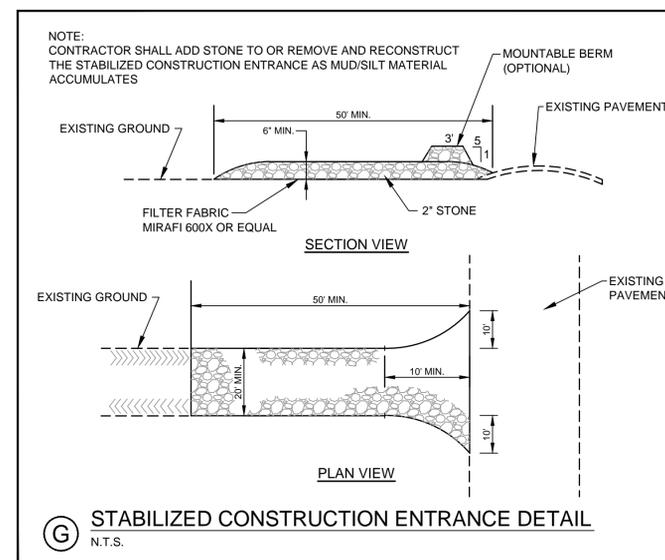
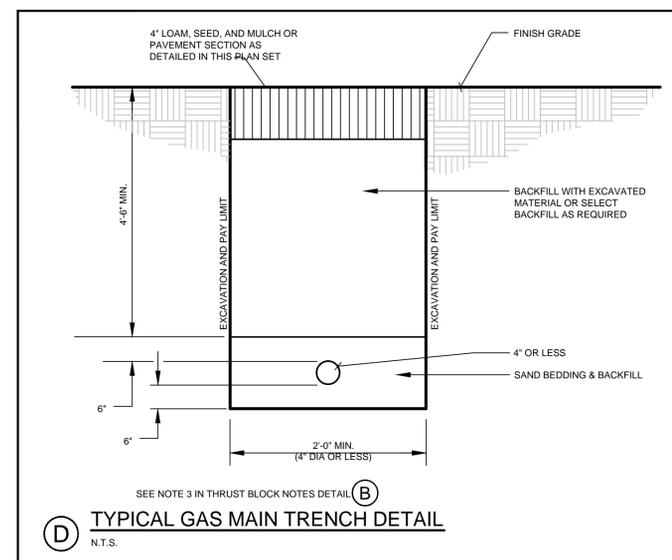
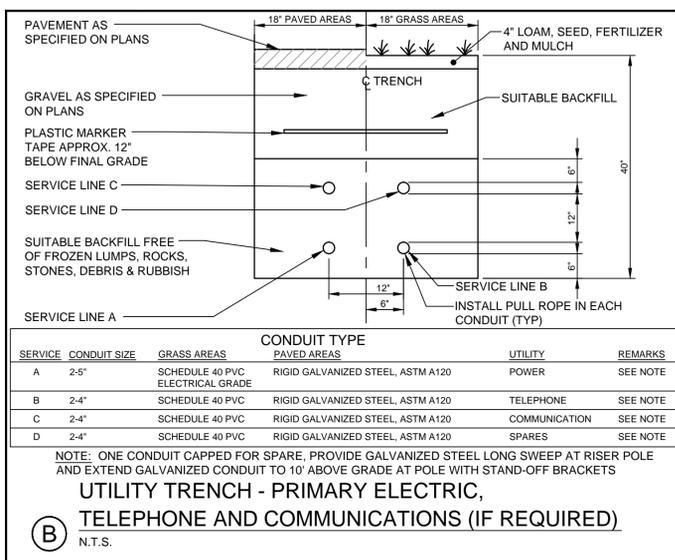
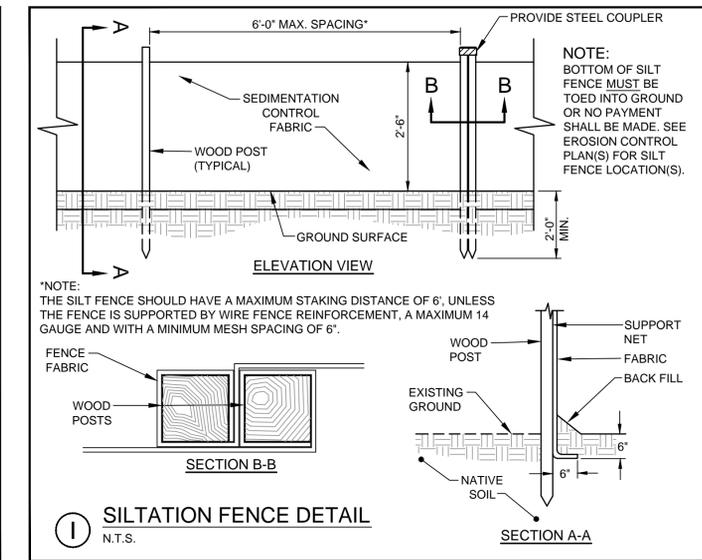
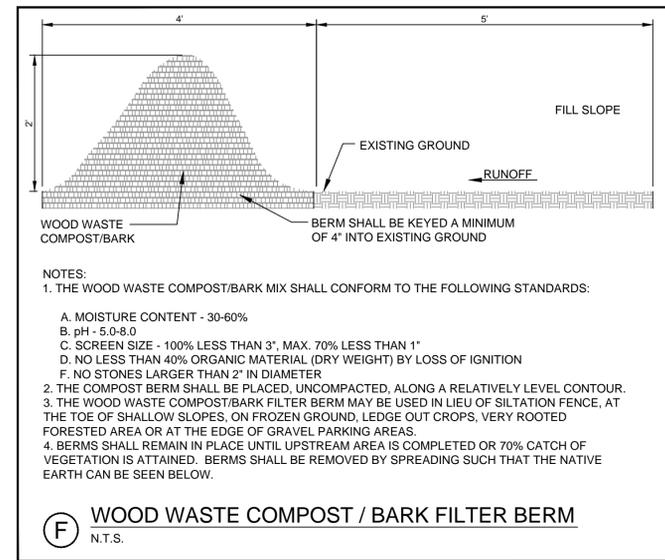
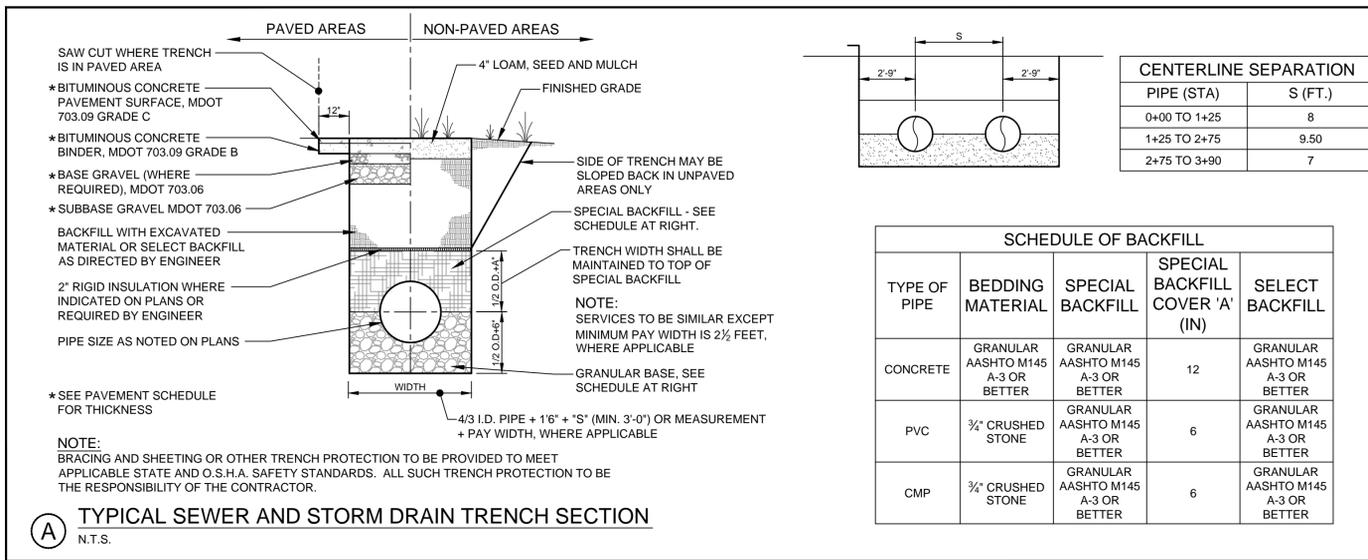
- THE LEWISTON WATER DISTRICT MAY HAVE INSPECTION FEES AND REQUIRE OBSERVATION OF ALL PIPING INSTALLATION BEFORE BURIAL. REFER TO SPECIFICATIONS.
- REFER TO CITY SPECIFICATIONS FOR TESTING AND CHLORINATION REQUIREMENTS.
- ALL HYDRANTS AND VALVES TO BE EPOXY COATED, NUTS & BOLTS TO BE STAINLESS STEEL.
- SERVICE RODS FOR DOMESTIC SERVICE OR AIR VALVES TO BE STAINLESS STEEL.

D TYPICAL THRUST BLOCK PLACEMENT ON BENDS DETAIL
N.T.S.



PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT PIERCE PLACE HOUSING			FST FAY, SPOFFORD & THORNDIKE ENGINEERS • PLANNERS • SCIENTISTS 778 MAIN ST., SUITE 8, SOUTH PORTLAND, ME 04106										
SHEET TITLE DETAILS			DRAWN: DED DESIGNED: - CHECKED: SRB FILE NAME: SL-M002 DETAILS SHEET: C-5.1	DATE: FEBRUARY 2015 SCALE: 1" = 20' JOB NO.: SL-M002									
CLIENT PIERCE PLACE ASSOCIATES LP c/o ST. LAURENT HOUSING ASSOCIATES AND WINTON SCOTT ARCHITECTS		P.E. STEPHEN R. BUSHEY LIC. #7429											
REVISIONS <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>02.27.15</td> <td>REVISED PER CITY COMMENTS AND RESUBMITTED</td> </tr> <tr> <td>1</td> <td>02.13.15</td> <td>SUBMISSION TO CITY OF LEWISTON</td> </tr> </tbody> </table>		REV	DATE	DESCRIPTION	2	02.27.15	REVISED PER CITY COMMENTS AND RESUBMITTED	1	02.13.15	SUBMISSION TO CITY OF LEWISTON			
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SHEET TITLE DETAILS		DRAWN: DED DESIGNED: - CHECKED: SRB FILE NAME: SL-M002 DETAILS	DATE: FEBRUARY 2015 SCALE: 1" = 20' JOB NO. SL-M002 SHEET C-5.2									
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