

ITEM

18-022

To authorize the Town Manager to execute a License Agreement with
179 Foreside Road, LLC for the new pier at Broad Cove Reserve

NON-EXCLUSIVE LICENSE AGREEMENT
(Pier/Beach at 179 Foreside Road, Cumberland, Maine)

This Agreement (the “Agreement”) made as of January ____, 2018, by and between the **Town of Cumberland**, a municipal corporation, of the Town of Cumberland, County of Cumberland and State of Maine (“Town”), and **179 Foreside, LLC**, a Maine limited liability company, with its principal place of business in Portland, County of Cumberland and State of Maine.

W I T N E S S E T H:

WHEREAS, the Town of Cumberland has purchased a waterfront portion of the former Payson Estate, so-called, on Cumberland Foreside and with it the existing two hundred foot (200') pier (“Pier”); and

WHEREAS, 179 Foreside, LLC is the owner of abutting upland premises that are being developed into a ten (10) lot subdivision known as “Spears Hill Subdivision” to be governed by the association entitled 179 Foreside Homeowners Association (“Association”) which also includes a pre-existing lot known as the “Robbins lot” containing 2.21 acres within the subdivision; and

WHEREAS, the Pier needs major repairs and 179 Foreside, LLC is prepared to contribute to the same if the lot owners are permitted various use rights in regard to the Pier; and

WHEREAS, the parties wish to agree upon a process for evaluating and funding the repairs, leading to final agreements which preserve and enhance the use of the Pier by Association members and Cumberland residents.

NOW, THEREFORE, for consideration, the receipt and adequacy of which is hereby affirmed, the parties hereto agree as follows:

1. The Town hereby grants an assignable, non-exclusive license to 179 Foreside, LLC and the Association for the use of the Pier by its ten (10) lot owners in common with the Town but, except as set forth herein, said license shall be subject to all

reasonable rules and regulations that the Town may apply to the use of the Pier. This Agreement shall be assignable only to the actual owners of each of said lots within the Association, and their secured lenders, and shall be conditional upon the Association's annual payments to the Town of fifty percent (50%) of the costs of maintaining the Pier, including winter float storage, which costs shall be established by the Town in consultation with the Association, but which shall not exceed \$5,000 per year for the first five years hereof and which the Town shall annually match. Following the initial five (5) year period of this Agreement, in the event the Town chooses not to make its annual contributions, this Agreement shall be revocable by the Town or Association. Any excess funds shall be held in a Pier Reserve Account by the Town, with the annual funding level renegotiated in five (5) year cycles from the date of completion of the Pier restoration. In addition, the Association shall annually pay a capital improvement assessment of \$5,000, which amount shall be matched by the Town and deposited in the Pier Reserve Capital Account to be expended by order of the Town Council. The annual amounts due for said capital reserve shall be re-evaluated in 5 year cycles following the initial Pier restoration, or at such earlier time as capital expenditures are made pursuant to a Pier Capital Improvements plan. All maintenance and capital improvement payments shall be made on or before March 1 of each year this Agreement remains in force, commencing on the March 1 of the year immediately following substantial completion of the agreed Pier reconstruction.

2. 179 Foreside, LLC agrees to deploy, at its sole expense, its waterfront engineering consultant to conduct an analysis of current repairs and upgrades needed for the Pier. 179 Foreside, LLC will pay fifty percent (50%) of the costs of said Pier repairs and/or upgrades, which final cost shall be mutually agreed upon between 179 Foreside, LLC and the Town, but 179 Foreside, LLC's contribution shall not exceed \$150,000.00. That contribution shall be deposited upon execution of this Agreement and the Town's approval of the proposed reconstruction contract.

3. The Town reserves the right to grant other parties rights to the Pier for public recreational and commercial fishing purposes and to limit 179 Foreside, LLC's and/or its assigns and Association's use during maintenance or public functions on the Pier.

4. No separate storage shall be allowed on the Pier or on adjoining Town land and any Association moorings shall be obtained from the Harbor Master, but 179 Foreside, LLC or the Association shall be entitled to ten (10) dinghy tie-ups on the Pier. The use of moorings and dinghy tie-ups shall be subject to all rules and regulations prescribed by the Town. Storage of floats on the Pier during the winter by the Town shall be permitted in accordance with the policies and rules established by the Town regarding the same.

5. The Town further grants to the Association and its member lot owners, as a part of said license, a right to pass on foot from their lots and/or Association land across land of the Town to the beach adjoining the Pier and the Pier; provided, however that use of the beach and Pier by the Association and its member lot owners shall be subject to all rules and regulations that the Town may apply to the public's use thereof.

6. The Town may require said lot owners to accompany their guests and invitees who use the Pier, float and/or beach and may prohibit or limit their use of the limited public parking at the overall site for access to the same. No dogs shall be permitted on the Pier, beach or adjoining Town property. The use of the Pier, float and/or beach by guests and invitees of lot owners shall be subject to all rules and regulations that the Town may apply to the public's use thereof.

7. 179 Foreside, LLC and the Association agree by the acceptance of this Agreement to defend, indemnify and hold the Town harmless from all claims or causes of action for property damage or personal injury attributable to the use of the Pier by 179 Foreside, LLC, or the Association, their assigns, lot owners and/or their guests and invitees; provided, however, that nothing herein shall negate or reduce the Town's statutory governmental immunity from such claims.

8. The license shall be revocable by mutual consent of the parties, or by the Town for cause following reasonable notice thereof to the Association and/or 179 Foreside, LLC, which cause shall include failure by the Association to pay all sums due hereunder, including its share of the annual maintenance and capital improvements for the Pier or cost of repair as agreed between the Parties, or failure to timely cure any other material breaches of this Agreement following notice thereof to the Association and/or 179 Foreside, LLC. Further, the Town reserves the right to suspend the rights granted by this Agreement to any

individual lot owner whom the Town deems has materially abused and/or violated the terms hereof. Any such suspension shall be appealable to the Cumberland Town Council.

9. This Agreement shall be subject to final approval by the Cumberland Town Council and to approval by the Cumberland Chebeague Land Trust, to the extent required.

10. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of receipt as evidenced by the return receipt. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO TOWN:	Town of Cumberland William R. Shane, Town Manager 290 Tuttle Road Cumberland, ME 04021
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WITH A COPY TO:	Jensen Baird Gardner & Henry Attention: Alyssa C. Tibbetts, Esq. P.O. Box 4510 Portland, ME 04112
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TO 179 FORESIDE, LLC:	c/o Phoenix Management P.O. Box 759 Saco, ME 04072
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WITH A COPY TO:	Drummond Woodsum & MacMahon, P.A. Attention: Peter D. Klein, Esq. 84 Marginal Way, Suite 600 Portland, ME 04101
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TO ASSOCIATION:	179 Foreside Homeowners Association
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c/o Bateman Partners, LLC
470 Fore Street, Suite 400
Portland, ME 04101

Any party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

11. This Agreement shall be construed according to the laws of the State of Maine and shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date first set forth above and the Association joins herein to acknowledge and accept the conditions of this Agreement.

Witness:

TOWN OF CUMBERLAND

By: William R. Shane
Town Manager

179 FORESIDE, LLC

By: _____
Print Name: _____
Its: _____

SEEN AND AGREED TO BY:

Witness:

179 FORESIDE HOMEOWNERS
ASSOCIATION

By: _____

Print Name: _____

Its: _____

PAYSON PIER REPLACEMENT

BROAD COVE RESERVE, CUMBERLAND, MAINE
PROJECT NO. 15-05

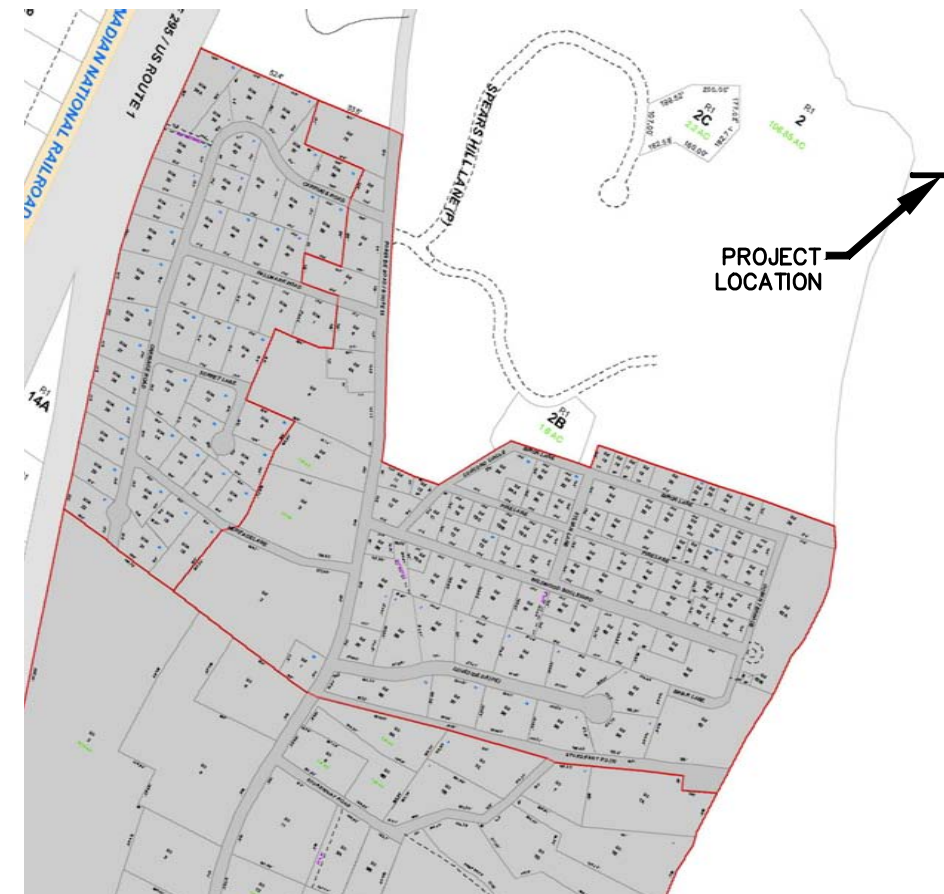


USGS LOCATION MAP

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
G-1	COVERSHEET
G-2	NOTES & SCHEDULES
C-1	EXISTING PIER PLAN & ELEVATION
C-2	SITE PLAN
C-3	MOORING FIELD PLAN
S-1	PIER PLAN & ELEVATION
S-2	FLOAT LAYOUT PLAN
*S-3	PILE LAYOUT & FRAMING PLANS
*S-4	PIER SECTIONS & DETAILS
*S-5	ABUTMENT DETAILS
*S-6	STRUCTURAL DETAILS
F-0	SUMMER 2016 FLOAT LAYOUT
*F-1	TYPICAL 12X24 FLOAT DETAILS
*F-2	12X24 GANGWAY FLOAT DETAILS
*F-3	5.5X24 FLOAT

*NOT IN PERMIT SET



TAX MAP #R1

PROPERTY INFORMATION

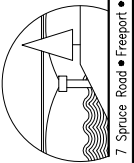
OWNER: TOWN OF CUMBERLAND, MAINE

ADDRESS: 179 FORESIDE ROAD
CUMBERLAND, MAINE 04021

MAP/LOT: R1-02

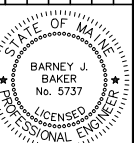
ZONING: LOW DENSITY RESIDENTIAL (LDR); SHORELAND OVERLAY

SETBACKS: NO CHANGE



BAKER DESIGN CONSULTANTS
Civil, Marine, and Structural Engineering
Phone: 04032 • 207-846-9724 • info@bakerdesignconsultants.com

	B	PERMIT SET	1-21-16	BUB
	A	PRELIMINARY CONCEPT SUBMISSION	9-10-15	BUB
NO.			DATE	INT.



DRAWN BY:	JJC
CHECKED BY:	BJB
SCALE:	AS SHOWN

COVER SHEET

11

PROJECT: BROAD COVE RESERVE
PAYSON PIER REPLACEMENT
CUMBERLAND, MAINE

DATE

CONTRACT NO.	15-05
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SHEET NO.	REV.
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G-1	B
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1. THE CONTRACTOR SHALL BE GOVERNED BY THE CONSTRUCTION SAFETY RULES AS ADOPTED BY THE STATE BOARD OF CONSTRUCTION SAFETY, AUGUSTA, MAINE.
2. THE PROJECT IS SUBJECT TO THE SAFETY AND HEALTH REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AS PROMULGATED BY THE US DEPARTMENT OF LABOR.
3. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOADED, SEEDED, FERTILIZED AND MULCHED UNLESS OTHERWISE DIRECTED BY THE TOWN OR THEIR REPRESENTATIVE.
4. THE CONTRACTOR SHALL COMPLY WITH FEDERAL, STATE AND LOCAL REGULATORY REQUIREMENTS.
5. TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED AT A LOCATION TO BE DESIGNATED BY THE TOWN. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFFSITE.

1. NO DISRUPTION TO THE EXISTING UTILITIES ADJACENT THE PROJECT SITE SHALL BE ALLOWED DURING DEMOLITION OR CONSTRUCTION ACTIVITIES.
2. ANY TEMPORARY ELECTRIC SERVICE, IF REQUIRED DURING THE DURATION OF CONSTRUCTION, IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL NOT MAKE ANY OPENING OR EXCAVATION WITHIN THE PROJECT AREA UNTIL CONTACT HAS BEEN MADE WITH 'DIG SAFE' AND ALL UTILITIES TO LOCATE ANY EXISTING POWER, TELEPHONE, CABLE TV, WATER OR OTHER UNDERGROUND SERVICES.
4. THE UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE AND ARE PROVIDED AS A GUIDE TO THE CONTRACTOR. NO GUARANTEE IS MADE THAT UTILITIES WILL BE ENCOUNTERED WHERE SHOWN OR THAT ALL UTILITIES ARE SHOWN. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS IN THE FIELD AND BE RESPONSIBLE FOR REPAIR OF UTILITIES DISTURBED DURING CONSTRUCTION.

1. DEMOLITION MATERIALS NOT SELECTED FOR RETAINIAGE BY THE OWNER TO BE
DISPOSED OF AT AN APPROVED FACILITY. ANY TREATED LUMBER SHALL BE
DISPOSED OF IN COMPLIANCE WITH MAINE DEP REQUIREMENTS.

1. ALL CONSTRUCTION ACTIVITIES TO BE UNDERTAKEN FROM BARGE NO DISTURBANCE TO UPLAND SITE BEYOND THAT REQUIRED FOR CONSTRUCTION OF NEW PIER ABUTMENT AND APPROACH RAMP SHALL BE ALLOWED.
2. THE CONTRACTOR SHALL WORK WITH THE TOWN TO DESIGNATE A LAYDOWN AREA ONSITE FOR PARKING AND MATERIAL DELIVERY.

1. APPLICATION OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES FOR THE PROJECT SHALL BE IN ACCORDANCE WITH PROCEDURES AND SPECIFICATIONS OF THE CURRENT MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION; BEST MANAGEMENT PRACTICES.
2. SILTATION FENCE SHALL BE INSTALLED BEFORE ANY EXCAVATION TAKES PLACE.
3. INSTALL EROSION CONTROL MESH ON ALL PROPOSED SLOPES 2:1 OR STEEPER, UNLESS SHOWN OR NOTED OTHERWISE.
4. ALL EROSION CONTROL MEASURES, SEEDING AND MULCHING SHALL BE INSPECTED WEEKLY, AFTER RAINSTORMS AND DURING RUNOFF EVENTS. ALL MEASURES SHALL BE REPAIRED OR REPLACED WHEN NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION OR DAMAGE.
5. SEEDED AND MULCHED AREAS SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE OF THE WORK
6. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF GRADING OPERATIONS AND ESTABLISHMENT OF ACCEPTABLE GROUND COVER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL MEASURES DURING CONSTRUCTION.

1. BASE SURVEY, TOPOGRAPHY, SITE DATUM CONTROL, AND PROJECT BENCHMARKS ARE FROM A FIELD SURVEY WITH DOCUMENTING PLAN BY LITTLE RIVER LAND SURVEYING DATED 10/19/15.
2. ALL TOPOGRAPHIC INFORMATION PROVIDED IS REFERENCED TO NAVD88 VERTICAL DATUM UNLESS OTHERWISE NOTED.
3. BASE FLOOD/TIDAL INFORMATION TAKEN FROM MEDEP, FEMA, AND NOAA PUBLISHED DATA, REFER TO THE TABLE BELOW.

REFERENCE DOCUMENTS

1. BOUNDARY SURVEY "PLAN OF SPEARS HILL SUBDIVISION, 179 FORESIDE ROAD, CUMBERLAND, MAINE" BY TITCOMB ASSOCIATES, DATED AUGUST 28, 2014 AND REVISER THROUGH DECEMBER 11, 2014.
2. COPIES OF REGULATORY PERMITS ARE PROVIDED IN THE PROJECT MANUAL.
3. SUBSURFACE INFORMATION PROVIDED IN THESE PLANS IS BASED ON A SUBSURFACE INVESTIGATION CONSISTING OF 11 PILE PROBES DRIVEN TO REFUSAL. PROBE RESULTS ARE PROVIDED ON SHEET C-2.

1. DEMOLITION AND DISPOSAL OFFSITE OF EXISTING PIER STRUCTURE, INCLUDING REMOVAL OF CRIBS TO 2' BELOW EXISTING GROUND AND DISPOSAL OF CRIB BALLAST MATERIAL.
2. CONSTRUCTION OF NEW TIMBER PIER INCLUDING CONCRETE ABUTMENT, GRANITE CRIB, AND PILE SUPPORTED BENTS.
3. INSTALLATION OF SEASONAL GANGWAY, FLOATS, AND RESTRAINT SYSTEM.

1. PIER DESIGN LOADS
 - DEAD LOADS - SELF WEIGHT OF COMPONENTS & ATTACHMENTS
 - LIVE LOAD - 100 PSF
 - WAVE HEIGHT - 3 FT
 - DESIGN WIND SPEED - 100 MPH
2. ALL HANDRAIL AND POSTS SHALL BE CONSTRUCTED TO WITHSTAND A 200 LB LOAD APPLIED IN ANY DIRECTION OR 50 LB/FT APPLIED ALONG RAIL LENGTH.
3. GANGWAY
 - NOMINAL SIZE: 80'-0" X 4'-0"
 - MINIMUM CLEAR DISTANCE BETWEEN HANDRAILS: 3'-0"
 - GANGWAY SHALL BE CONSTRUCTED OF MARINE GRADE ALUMINUM
 - HANDRAILS, APRONS, AND TRANSITION PLATES SHALL MEET ADA AND OSHA ACCESSIBILITY REQUIREMENTS
 - GANGWAY SHALL BE DESIGNED TO SAFELY SUPPORT:
 - i. 50 PSF LIVE LOAD WITH SPAN/360 DEFLECTION LIMIT
 - ii. 75 PSF LIVE LOAD WITH NO DEFLECTION LIMIT
 - GANGWAY SHALL BE PROVIDED WITH INTEGRAL WATER LINE WITH HOSE BIB CONNECTIONS TOP AND BOTTOM.
 - GANGWAY SHALL BE PROVIDED WITH DETACHABLE CHAIN ACROSS TOP TO DETER ACCESS WHEN RAISED AND STORED ON THE PIER.

1. STEEL PIPE PILES SHALL BE 12-3/4 INCH DIAMETER, MINIMUM 7/16 INCH THICK WALL, STEEL PIPE PILES IN ACCORDANCE WITH ASTM A252 GRADE 3.
2. ALL PILES SHALL BE SEAMLESS.
3. AN OPEN CUTTING SHOE IS REQUIRED.
4. STEEL PIPE PILES SHALL BE TREATED WITH FUSION BONDED EPOXY (COLOR BROWN) TO A DEPTH OF AT LEAST 10-FT BELOW GRADE. REPAIR ANY COATING DAMAGED IN THE FIELD.
5. THE CONTRACTOR SHALL TAKE STEPS TO PROTECT PILE COATING FROM DAMAGE DURING HANDLING AND DRIVING OPERATIONS.
6. ALL PILES SHALL BE FILLED WITH MDOT CLASS A CONCRETE AFTER INSTALLATION IS COMPLETE.

1. MIX DESIGN:
 - a. MDOT CLASS A: $F'_c = 4,000$ PSI
2. MINIMUM COVER TO REINFORCEMENT = 3"
3. REINFORCING STEEL:
 - a. ASTM A615 GRADE 60; $F_y = 60,000$ PSI
4. COAT EXPOSED CONCRETE SURFACES WITH SIKAGARD 670W CLEAR OR EQUIV. PROTECTIVE COATING.

1. REFER TO FASTENER SCHEDULE.
2. ALL METAL ITEMS TO BE A36 STEEL, HOT-DIP GALVANIZED AFTER FABRICATION UNLESS OTHERWISE NOTED.
3. ALL FASTENERS SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
4. ALL BOLTS SHALL CONFORM TO ASTM A-307. MINIMUM SIZE SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED. ALL BOLTS TO BE HEAVY HEX UNLESS OTHERWISE NOTED.
5. ANCHOR BOLTS SHALL CONFORM TO ASTM F-1554 AND SHALL BE GRADE 36.

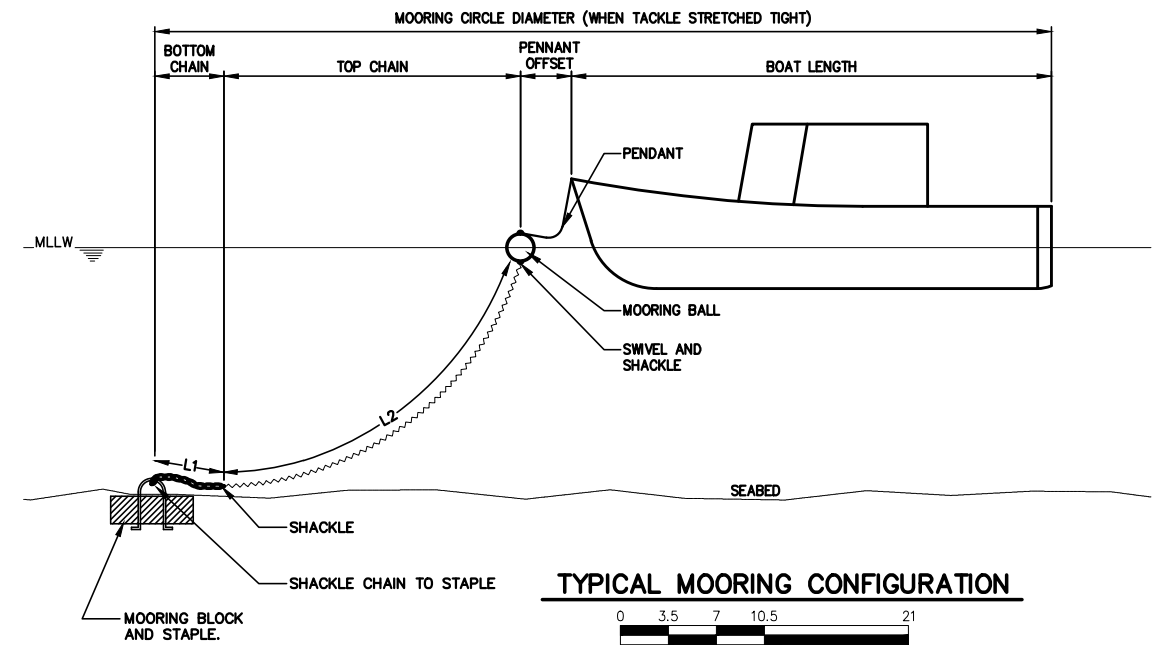
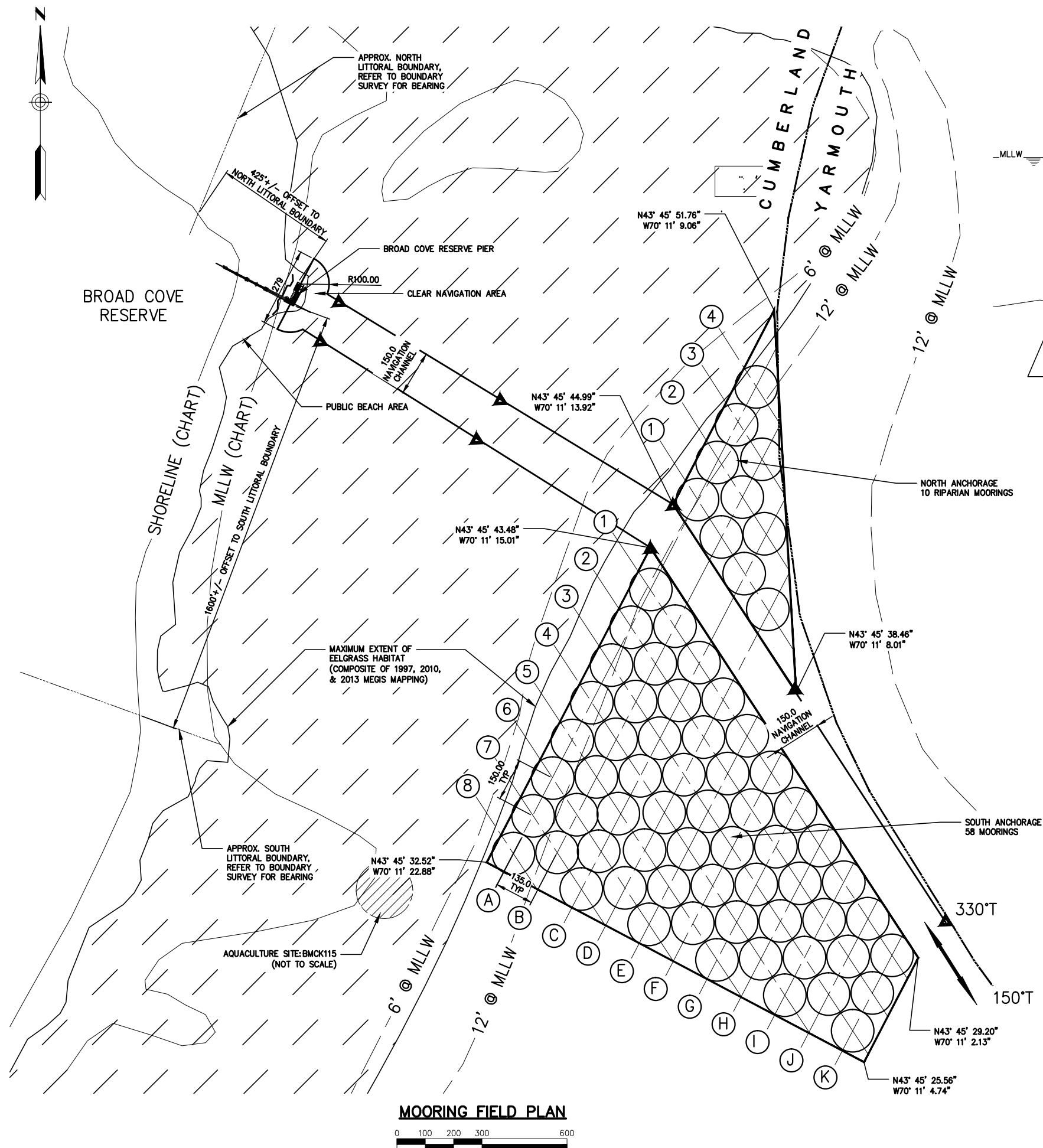
1. REFER TO TIMBER SCHEDULE.
2. ALL EXPOSED EDGES SHALL BE PLANED OR SANDED TO PROVIDE SMOOTH SURFACE FREE OF ROUGH EDGES OR DEFECTS.
3. ALL EXPOSED FASTENERS SHALL BE COUNTERSUNK ON WALKING SURFACE, AND PEDESTRIAN HANDRAIL.
4. ALL TIMBER JOISTS, BEAMS AND PILE CAPS TO BE 'CAPPED' WITH 1CE AND WATER SHIELD' BY GRACE CONSTRUCTION PRODUCTS, OR APPROVED EQUAL PRIOR TO PLACEMENT OF DECK.

1. ALL EXPOSED SURFACES OF GLULAM MEMBERS SHALL BE TREATED BY THE MANUFACTURER WITH THOMPSON'S WATERSEAL WATERPROOFING WOOD PROTECTOR, OR EQUIVALENT.
2. ANY UNTREATED SURFACES EXPOSED BY CUTTING, DRILLING, SANDING, OR NOTCHING OF GLULAM MEMBERS IN THE FIELD SHALL BE TREATED WITH THOMPSON'S WATERSEAL WATERPROOFING WOOD PROTECTOR, OR EQUIVALENT.
3. CAMBER FOR ALL GLULAM GIRDERS SHALL BE BASED ON A RADIUS OF 2000-FT.

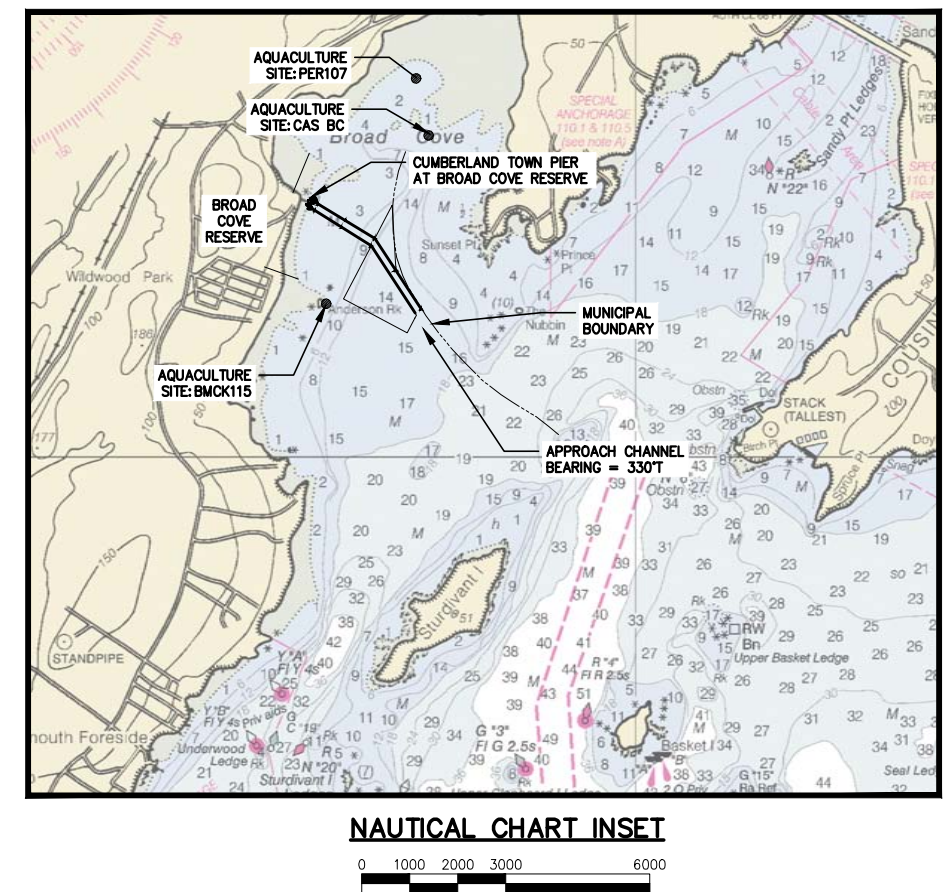
1. IMPORTED GRANITE SHALL BE UNIFORM IN COLOR AND APPEARANCE.
2. EACH COURSE OF GRANITE SHALL BE PINNED TO THE COURSE BELOW WITH 1-1/4 INCH STEEL RODS OR EPOXY COATED REBAR
3. STEEL RODS SHALL BE SET INTO LEDGE WITH AN APPROVED EPOXY GROUT. NO GROUT WILL BE REQUIRED IN GRANITE STACK BLOCKS.
4. ALL GRANITE BLOCKS SHALL BE PLACED LEVEL AND PARALLEL TO THE LINES AND GRADES SHOWN ON THE PLANS.

PILE SCHEDULE												
Elevations based on NAVD83 Datum												
PILE Reference	Material	Type	Buried Diameter	Crown Elev.	Machine Elev.	Ledge Elevation	Overturner	End Condition	Pile to Elevation***	Calculated Length**	Min. Pile Over Length	
2 A	STEEL PIPE PILE	Screw	12" 5	11.33	2.3	-2.0	4.3	SOCKETED AFT	-4.0	15	21	
2 B	STEEL PIPE PILE	Screw	12" 5	11.33	2.3	-1.5	2.3	SOCKETED AFT	-4.5	15	20	
3 A	STEEL PIPE PILE	Screw	12" 5	11.21	1.0	-6.5	7.5	SOCKETED AFT	-11.5	25	25	
3 B	STEEL PIPE PILE	Screw	12" 5	11.21	1.0	-11.5	14.5	SOCKETED AFT	-17.5	25	34	
4 A	STEEL PIPE PILE	Screw	12" 5	11.21	-1.3	-30.1	25.8	DRIVEN TO LEDGE	-30.1	42	47	
4 B	STEEL PIPE PILE	Screw	12" 5	11.21	-1.3	-28.5	27.0	DRIVEN TO LEDGE	-28.5	40	45	
5 A	STEEL PIPE PILE	Screw	12" 5	11.21	-3.7	-27.1	23.5	DRIVEN TO LEDGE	-27.1	35	44	
5 B	STEEL PIPE PILE	Screw	12" 5	11.21	-3.7	-23.1	25.4	DRIVEN TO LEDGE	-23.1	45	50	
5 C	STEEL PIPE PILE	Screw	12" 5	11.21	-3.7	-35.0	35.4	DRIVEN TO LEDGE	-35.0	51	56	
61 A	STEEL PIPE PILE	Guide	12" 5	11.21	-5.7	-35.0	30.3	DRIVEN TO LEDGE	-35.0	45	53	
61 B	STEEL PIPE PILE	Guide	12" 5	11.21	-5.7	-35.0	30.3	DRIVEN TO LEDGE	-35.0	45	53	
61 C	STEEL PIPE PILE	Guide	12" 5	11.21	-5.7	-35.0	30.3	DRIVEN TO LEDGE	-35.0	45	53	
62 A	STEEL PIPE PILE	Guide	12" 5	11.21	-5.7	-35.0	30.3	DRIVEN TO LEDGE	-35.0	45	53	
62 B	STEEL PIPE PILE	Guide	12" 5	11.21	-5.7	-35.0	30.3	DRIVEN TO LEDGE	-35.0	45	53	
62 C	STEEL PIPE PILE	Guide	12" 5	11.21	-5.7	-35.0	30.3	DRIVEN TO LEDGE	-35.0	45	53	
STEEL PIPE PILE										Total Length	567	
										Min. Pile	15	

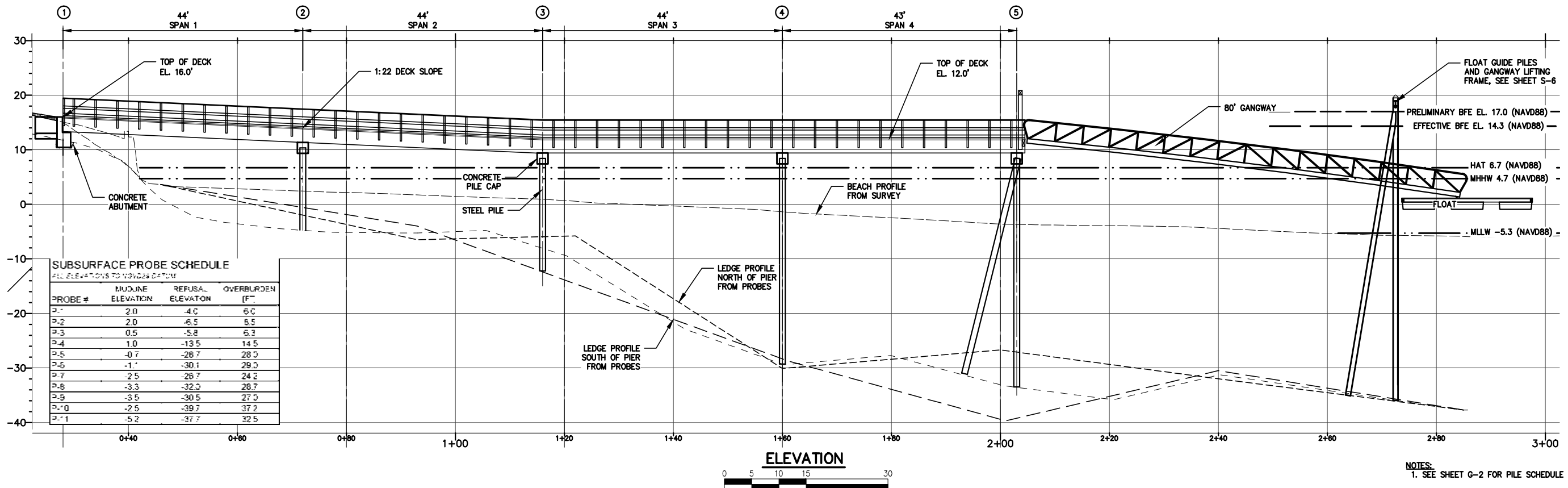
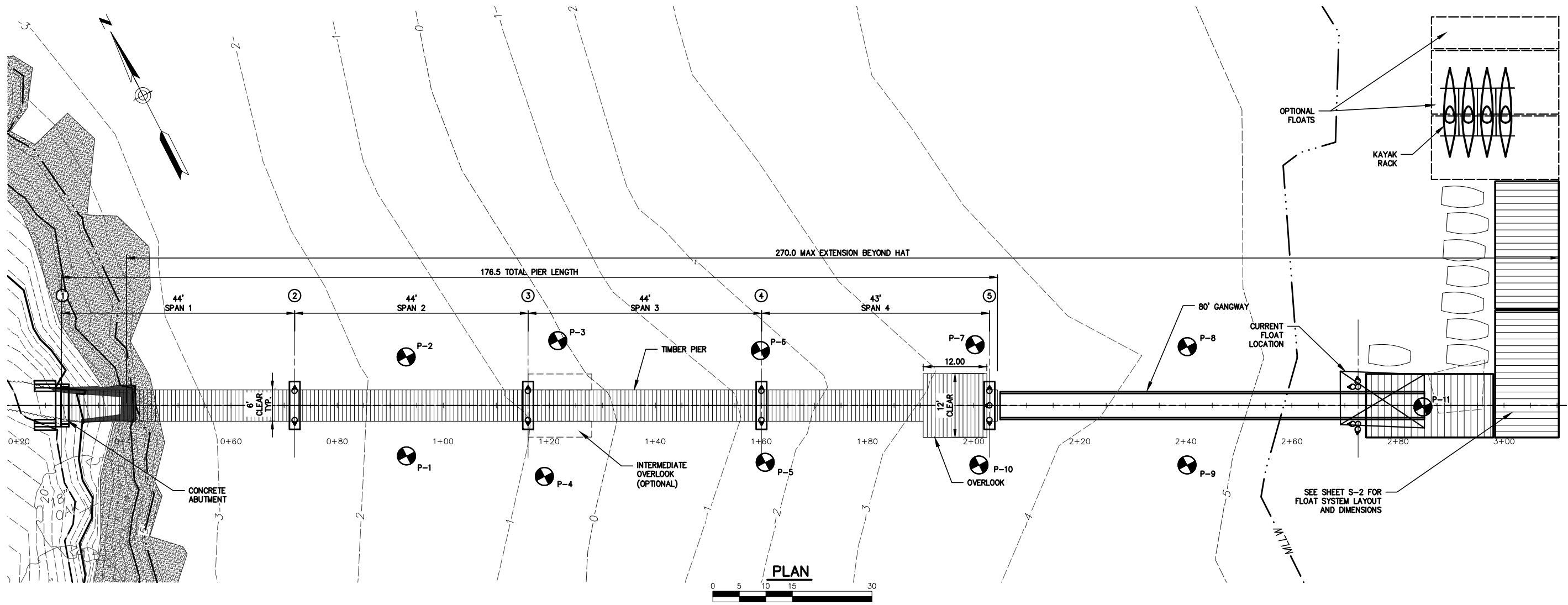
The technical drawings illustrate the construction and cross-sections of a siltation fence. The plan view at the top shows a fence section 6'-0" wide, composed of two 2'-6" segments separated by a 2'-0" gap. It features wooden posts, sedimentation control fabric, and steel couplers. Section A is at the gap, and Section B is at the fabric joint. The side elevation at the bottom shows the fence's profile, including the wooden post, sedimentation control fabric, backfill, and the existing ground and native soil levels. Section A is at the base of the post, and Section B is at the top of the fabric. The cross-sections show the fence's internal structure and its placement relative to the ground and soil.



Boat Length FT		Depth of Water FT		Bow Ht.	"Mooring Plan Handbook" Recomm.			
Range	Max	MLW	MHW	FT	Chain Length	Pennant Length	Mooring Circle Dia.	
ft	ft				(MHW x 2)	2.5x Bow Ht	MLW	MHW
10 to 20	20	6	14.8	3.0	26.8	7.5	111.7	105.0
		12	20.8	3.0	41.6	7.5	133.4	125.8
		18	26.8	3.0	53.6	7.5	154.7	148.6
		24	32.8	3.0	65.6	7.5	175.9	167.4
20 to 30	30	12	20.8	4.0	41.6	10.0	158.0	150.4
		18	26.8	4.0	53.6	10.0	179.3	171.2
		24	32.8	4.0	65.6	10.0	200.4	192.0
		30	38.8	4.0	77.6	10.0	221.5	212.7
30 to 40	40	12	20.8	5.0	41.6	12.5	182.6	175.0
		18	26.8	5.0	53.6	12.5	203.9	195.8
		24	32.8	5.0	65.6	12.5	225.0	216.5
		30	38.8	5.0	77.6	12.5	246.0	237.3



\\bdc-srv\projects\15\15-05 payson pier condition survey civil3d.dwg 3/3/2016



BAKER DESIGN CONSULTANTS
Civil, Marine, and Structural Engineering
7 Spruce Road • Freeport • Maine • 04032 • 207-846-9724 • info@bakerdesignconsultants.com

STATE OF MAINE
BARNEY J. BAKER
No. 5737
LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: DUB
DRAWN BY: JUC
CHECKED BY: BUB
SCALE: AS SHOWN

SHEET TITLE: PIER PLAN & ELEVATION

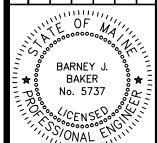
PROJECT: BROAD COVE RESERVE
PAYSON PIER REPLACEMENT
CUMBERLAND, MAINE

DATE: AUG 2015
CONTRACT NO.: 15-05
SHEET NO.: 9-1
REV.: D

NOTES:
1. SEE SHEET G-2 FOR PILE SCHEDULE



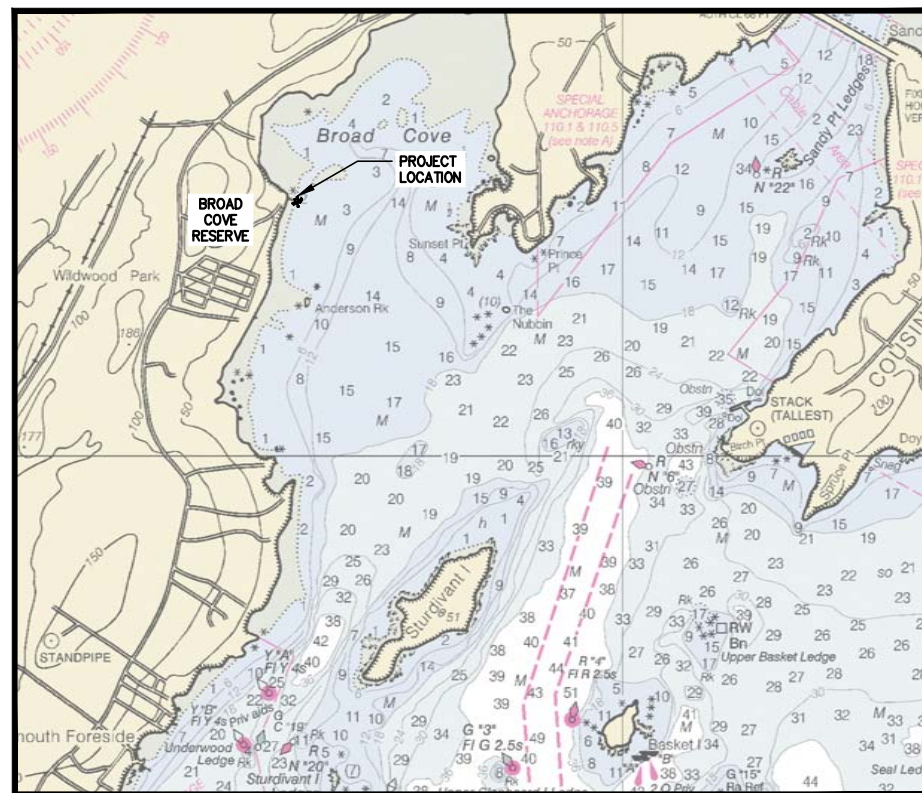
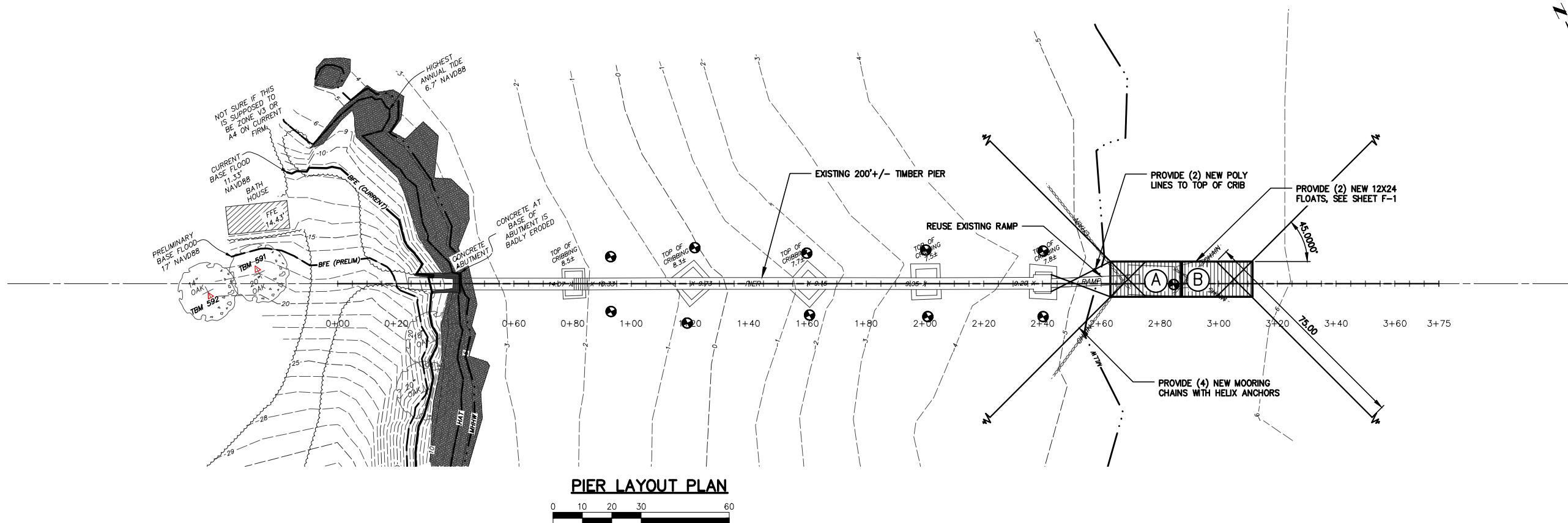
B	PERMIT SET	1-21-16	B/B		
A	PRELIMINARY CONCEPT	9-10-15	B/B		
NO.	SUBMISSION	DATE	INT.		



DESIGNED BY:	DJB
DRAWN BY:	JJC
CHECKED BY:	BJB
SCALE:	AS SHOWN

SHEET TITLE:	<p> FLOAT LAYOUT PLAN </p>
PROJECT:	<p> BROAD COVE RESERVE PAYSON PIER REPLACEMENT CUMBERLAND, MAINE </p>

DATE AUG 2015	
CONTRACT NO. 15-05	
SHEET NO. S-2	REV. B



SCOPE OF WORK

1. SUPPLY AND INSTALL OF EXPANDED FLOAT SYSTEM, INCLUDING:
 - a. (2) NEW 12X24 FLOATS
 - b. (4) NEW FLOAT MOORINGS WITH HELIX ANCHORS AND TACKLE.
 - c. (2) NEW FLOAT RESTRAINT LINES ATTACHED TO EXISTING CRIB.
2. MONITORING OF INSTALLATION THROUGH TIDE CYCLE AND FINAL ADJUSTMENT TO ENSURE OPERATION AS INTENDED.
3. ALL WORK TO BE COORDINATED WITH TOWN STAFF AS REQUIRED.

SURVEY & DATUM NOTES

1. BASE SURVEY, TOUGRAPHY, SITE DATUM CONTROL, AND PROJECT BENCHMARKS ARE FROM A FIELD SURVEY WITH DOCUMENTING PLAN BY LITTLE RIVER LAND SURVEYING DATED 10/19/15.
2. ALL TOPOGRAPHIC INFORMATION PROVIDED IS REFERENCED TO NAVD88 VERTICAL DATUM UNLESS OTHERWISE NOTED.
3. BASE FLOOD/TIDAL INFORMATION TAKEN FROM MEDEP, FEMA, AND NOAA PUBLISHED DATA, REFER TO THE TABLE BELOW.

PROJECT ELEVATIONS (BY DATUM)				
ELEVATION	CHART (ft)	NGVD29 (ft)	NAVD88 (ft)	Notes
FEMA Base Flood	22.3	17.7	17.0	Prelim FEMA Zone VE
FEMA Base Flood	19.5	15.0	14.3	Effective FEMA Zone V2
Highest Annual Tide	11.9	7.4	6.7	2013 MEDEP Predictions
MHHW	9.9	5.4	4.7	<p>BASED ON TIDAL BM "PORTLAND"</p>
MHW	9.5	5.0	4.2	
NAVD88	5.3		0.0	
NGVD29	4.5	0.0		
MLW	0.3	-4.2	-4.9	
MLLW	0.0	-4.5	-5.3	

FLOAT SCHEDULE							
Mark	Width FT	Length FT	Area SF	Tie-Up (See note)		Notes/ Connection Hardware	Ref Drawing
				North Face	South Face		
A	12	24	288	4-Type A	4-Type A	2 MOORING LINES	SHEET F-1 TYPICAL 12x24 FLOAT DETAILS
B	12	24	288	4-Type A	4-Type A	2 MOORING LINES	
		Total	576				
Notes							
1. Vessel Tie-up on Float: Type A = 12 in SPC 190 Ship Cleats							

MOORING ANCHOR NOTES

1. ANCHORS FOR NEW FLOAT MOORINGS SHALL BE HELICAL ANCHORS WITH 10" DIAMETER HELIX, 5'6" LENGTH, AND 1-1/4" SHAFT DIAMETER INSTALLED WITH FULL EMBEDMENT.
2. CHAINS FOR NEW FLOAT MOORINGS SHALL BE 5/8" GRADE 43 LONG LINK HOT-DIP GALVANIZED CHAIN.

PROPERTY INFORMATION

OWNER: TOWN OF CUMBERLAND, MAINE

ADDRESS: 179 FORESIDE ROAD
CUMBERLAND, MAINE 04021

MAP/LOT: R1-02

ZONING: LOW DENSITY RESIDENTIAL (LDR); SHORELAND OVERLAY

SETBACKS: NO CHANGE