

1. Legal Ad

Documents: [PB LGL AD 4-22-14.PDF](#)

2. Agenda

Documents: [PB AGENDA 4-22-14.PDF](#)

3. 6-44 Commercial Street

3.I. Memo (6-44 Commercial St.)

Documents: [COMMERCIAL ST. - 6-44 \(MEMO\).PDF](#)

3.II. Applicants Submittal (6-44 Commercial St.)

Documents: [COMMERCIAL ST. - 6-44 \(APPLICANTS SUBMITTAL\).PDF](#)

3.III. Plans (6-44 Commercial St.)

Documents: [COMMERCIAL ST. - 6-44 \(PLANS\).PDF](#)

4. E Bayside Map Amendment

4.I. Report (E. Bayside)

Documents: [E. BAYSIDE \(PB REPORT\).PDF](#)

4.II. Applicant Submission (E. Bayside)

Documents: [E. BAYSIDE \(APPLICANT SUBMISSION\).PDF](#)

4.III. Staff Attachments (E. Bayside)

Documents: [E. BAYSIDE \(STAFF ATTACHMENTS\).PDF](#)

4.IV. Public Comment (E. Bayside)

Documents: [E. BAYSIDE \(PUBLIC COMMENT\).PDF](#)

5. B-2 Text Amendment

5.I. Report (B2 Amendments)

Documents: [B2 AMENDMENTS \(PB REPORT\).PDF](#)

**LEGAL ADVERTISEMENT
PORTLAND PLANNING BOARD MEETING**

The Portland Planning Board will hold a meeting on April 22, 2014, City Council Chambers, 2nd Floor, City Hall, 389 Congress Street. **Public comments will be taken at both the workshop and public hearing.** The agenda includes the following items:

WORKSHOP – 4:30 p.m.

- i. Conditional Use Review; 6-44 Commercial Street; Shucks Maine Lobster, LLC.
The Board will consider an application by Shucks Maine Lobster LLC., who are proposing a lobster process facility in the Maine State Pier Building. The proposal is to convert approximately 18,400 square feet of the building to this use and to add a loading dock, a deck at the entrance, and a nitrogen tank along the southwesterly edge of the building. The proposed use requires a conditional use review by the Planning Board and a Level II site plan review of the exterior building changes.

PUBLIC HEARING – 7:00 p.m.

- i. R-6 to R-7 Map Amendment; East Bayside; Portland Housing Authority, Applicant, and the City of Portland. The Board will consider a proposal by the Portland Housing Authority (PHA) and the Portland Housing Development Corporation (PHDC) who have submitted an application to rezone the Housing Authority's properties in the East Bayside Neighborhood from Residential R-6 to Residential R-7. The proposed rezoning encompasses a total of 164 existing affordable housing units, including Bayside Terrace, Bayside East and Kennedy Park. The PHA map amendment includes the parcel at the corner of Boyd and Oxford Street where a proposed project called Bayside Anchor is being designed for 45 apartments and non-residential space for a Head Start program, community policing office, and PHA administrative offices. The City of Portland is also considering rezoning a larger area of East Bayside from R-6 to R-7 in the general vicinity of Washington Avenue, Congress Street, Franklin Street, Fox Street, Hammond Street and Gould St.
- ii. Text Amendments to the Community Business (B-2) Zone, City of Portland, Applicant. The Planning Board will consider text amendments to the B-2 zone which include, but are not limited to, listing the required dimensional standards in a chart, permitting a higher residential density for off-peninsula locations with active street fronts, and allowing multi-family dwellings as a permitted use regardless of the adjoining residential zone.

STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

CITY OF PORTLAND, MAINE
PLANNING BOARD

Stuart G. O'Brien, Chair
Timothy Dean, Vice Chair
Elizabeth Boepple
Sean Dundon
Bill Hall
Carol Morrisette
Jack Soley

AGENDA
PORTLAND PLANNING BOARD

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PUBLIC HEARING – 7:00 p.m.

1. **ROLL CALL AND DECLARATION OF QUORUM**
2. **COMMUNICATIONS AND REPORTS**
3. **REPORT OF ATTENDANCE AT THE MEETING HELD ON APRIL 8, 2014:**
Workshop: O'Brien, Dundon, Hall, and Soley present. Dean, Boepple and Morrisette absent.
Public Hearing: O'Brien, Dean, Dundon, Hall, Morrisette, and Soley present. Boepple absent.
4. **REPORT OF DECISIONS AT THE MEETING HELD ON APRIL 8, 2014:**
 - i. Recreation and Open Space (ROS) Map and Text Amendments for Downtown Squares, City of Portland, Applicant. Tim Dean moved and Carol Morrisette seconded the motion to recommend to City Council the adoption of the proposed ROS map amendments for 10 open spaces on the peninsula. The vote was 5-1, O'Brien opposed and Boepple absent. Tim Dean moved and Carol Morrisette seconded the motion to recommend to City Council the adoption of the proposed ROS text amendments with the addition of the term public in the purpose statement paragraphs 1, 2 and 5. The vote was 5-1, O'Brien opposed and Boepple absent.

6. NEW BUSINESS

- i. R-6 to R-7 Map Amendment; East Bayside; Portland Housing Authority, Applicant, and the City of Portland. The Board will consider a proposal by the Portland Housing Authority (PHA) and the Portland Housing Development Corporation (PHDC) who have submitted an application to rezone the Housing Authority's properties in the East Bayside Neighborhood from Residential R-6 to Residential R-7. The proposed rezoning encompasses a total of 164 existing affordable housing units, including Bayside Terrace, Bayside East and Kennedy Park. The PHA map amendment includes the parcel at the corner of Boyd and Oxford Street where a proposed project called Bayside Anchor is being designed for 45 apartments and non-residential space for a Head Start program, community policing office, and PHA administrative offices. The City of Portland is also considering rezoning a larger area of East Bayside from R-6 to R-7 in the general vicinity of Washington Avenue, Congress Street, Franklin Street, Fox Street, Hammond Street and Gould St.
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STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

Memorandum
Planning and Urban Development Department
Planning Division



To: Stuart O'Brien, Chair and Members of the Portland Planning Board
From: Barbara Barhydt, Development Review Services Manager
Date: April 18, 2014
Re: Shucks Maine Lobster, 40 Commercial Street, Shucks Maine Lobster, LLC
Project #: 2014-013 CBL: 444 A003
Meeting Date: April 18, 2014

I. Introduction:

Shucks Maine Lobster, LLC is proposing to a lobster processing facility to occupy approximately 18,800 square feet of space at the Maine State Pier Building. The lease with the city provides the applicant with an option to expand an additional 5,700 square feet by July 1, 2015 and an additional 9,200 square feet by July 1, 2016. Shucks Maine Lobster is a lobster processing facility that is employing state of the art technology for High Pressure Processing. Seafood processing for human consumption is a conditional use in the Eastern Waterfront Port Zone (EWPZ) requiring Planning Board review. The applicant has submitted an accompanying site plan application for exterior changes to the building and site.

Public notice of this workshop appeared in the Portland Press Herald on April 14 and April 15 and was sent to 126 property owners and the interested citizen list. No public comment has been received.

Applicant Name and Consultants

Shucks Maine Lobster, LLC
Owens McCullough, PE, LEED AP, Sebago Technics

II. Project Data:

Ground floor area	18,800, with lease options to expand an additional 14,900 for a total of 33,700 sf
Total floor area	18,800, with lease options to expand an additional 14,900 for a total of 33,700 sf
Impervious Surface Area	
Existing:	100%, no change proposed
Zone:	Eastern Waterfront Port Zone (EWPZ)
Current Use:	Vacant
Proposed Use:	Lobster processing facility
Parking Spaces:	
Proposed:	3 designated spaces alongside the building, 10 spaces in Portland's fenced parking lot at the Port Authority facility
Required:	9 parking spaces (EWPZ required parking is set at 50% of required which is 1/1000 for industrial and marine uses)
Bicycle Parking:	
Proposed	0
Required	2 spaces for every required 10 vehicles parking spaces
Cost of Project	\$ 3 million, renovations and equipment
Uses in the Vicinity:	Ready Brother's Lobster (wholesale), Casco Bay Island Ferry, compass park, public boat landing, deep berth operations

III. Existing Conditions

The Portland Ocean Terminal (POT) building is located along the easterly edge of the Maine State Pier. The dimensions of the building are roughly 90 feet wide and 900 feet long. The structure has supported a variety of marine-related and deep water marine activity, such as freight handling, Bath Iron Works, Cianbro, visiting cruise ships and storage space for berthed tug boats. In 2009, the Planning Board approved a conditional use application for Ready Seafood and Catch a Piece of Maine, Inc., which allows a wholesale lobster operation at the southerly end of the building. A public boat landing is located at the southerly end of the pier.

The POT building serves ocean going vessels, so the building is a secure property that is subject to Coast Guard and US Customs regulations. Personnel must have security clearance to enter the building.

Access to the building is from the westerly edge of POT building, which is also the primary access for all truck loading and unloading. Pedestrian access to the public landing is provided via a wooden ramp from Compass Park.

IV. Proposal:

Shucks Maine Lobster owns a lobster processing facility in Litchfield, Maine and is proposing to expand their operations on the Maine State pier (refer to Applicants Application). As stated in the cover letter, the company is the only processor in the USA using High Pressure Processing, which is a state of the art technology that offers the safest and freshest Maine lobster. Shucks is recognized by PETA as a processor who humanely kills its catch and the company offers MSC Certified Sustainable Maine Lobster (they are able to trace the lobster back to the boat on which it was caught).

The proposal is for Shucks to occupy approximately 18,800 square feet of vacant or underutilized space in the Maine State Pier building, which is owned by the City of Portland. The applicant has options to expand the facility by 5,700 square feet by July 1 2015 and by 9,200 square feet by July 1, 2016. Shucks processing facilities include receiving live lobster, processing the lobster, flash-freezing raw lobster, packaging lobster, and shipping lobsters to markets. The proposed interior renovations include a large processing area, freezer storage and office space. In addition to the processing operation, the applicant proposes the following:

As part of the facilities Quality Assurance and Quality Control (QA/QC), a state of the art food testing and development kitchen will be installed for product development. This is an important aspect of customer sales to demonstrate Maine Lobster products. In addition, Shucks will be using this equipment to help train and educate customers and chefs about the utilization of raw Maine Lobster meat....

The proposed exterior improvements to the building to include a new loading dock, an employee and business entrance with a deck area, three designated parking spaces, and a liquid nitrogen tank for the flash-freezing process.

Please refer to the cover letter in the Applicant's submission for the complete profile and information on the operational characteristics of the proposed processing facility. Some of the items are summarized below:

1. Hours of Operation: Seasonal business. Shucks will operate on a 24/7 basis during processing times. Typically, the processing first shift runs from 4 a.m. to 2 p.m. on necessary days depending on lobster landings. Second shift runs from 2 p.m. to 10 p.m. and shipping and receiving shift runs from 6 p.m. to 2 a.m., as necessary.

2. Parking/People Transportation: Shucks anticipates that their workforce will walk, bike or carpool to work each day. There are 10 dedicated spaces in the City parking lot and 3 dedicated spaces on-site for this proposed use.. According to the application, 6 of the spaces are for carpooling and four spaces for full time workers. The 3 spaces along the west side of the building will be for visitor parking, which the applicant expects will be limited to vendors and occasional customers wishing to visit the facility.
3. Number of employees and shifts: 10 to 15 full-time employees are anticipated with approximately 50 seasonal employees from May to January during the first shift. A second shift with 30 employees is anticipated and a third shift as needed.
4. Vehicular Access and Circulation: A parking and circulation plan focused on the traffic circulation in and around the loading dock is included in the application. A turning movement analysis is included, which was used to identify an appropriate location for the loading dock and adequate access to that dock. It is designed to accommodate large truck turning movements at the turn-around located adjacent to the Casco Bay Ferry landing. Delivery vehicles will enter the shipping and receiving areas as shown on the site plan and will have limited access to a secured door. Only employees with security numbers are allowed to enter that doorway and delivery personnel must be accompanied by a TWIC employee.
5. Delivery Schedule: Generally, daily lobster deliveries are received between 6 p.m. and 2 a.m. The trucks are box trucks or tractor-trailers. Other deliveries (packaging, uniforms, UPS, Fedex) are usually 4 per day between 7 a.m. and 6 p.m. Shipping consists of 2 trucks per day, generally, between the hours of 6 a.m. and 6 p.m. Waste pick is three trips per day in 2-ton dump trucks. Paper waste is removed once or twice per week. General waste from production is once per day.
6. Solid Waste: Solid waste will be kept in containers within the building (the waste room) and loaded onto trucks roughly three times a day.
7. Liquid Nitrogen Tank: Nitrogen is used for the flash freezing process. A cylindrical exterior tank, ranging in height of 35 to 40 feet on placed on a 12 by 12 concrete pad is proposed along the building face.

V. Zoning Assessment

Marge Schmuckal, Zoning Administrator, has reviewed the plans and submitted the following comments:

This project is allowed in the Eastern Waterfront Port Zone under a conditional use appeal to the Planning Board. The approximate 19,000 s f of area would require 9 parking spaces to be available under 14-332.1(j). They are showing more than the minimum number. The setbacks for the new entries are being met. I did not see the height of the new tank being installed.

It is also understood that there is the availability for Shucks to expand in the future. It may be helpful to review that potential if no negative issues come up for the future expansion without a full site plan review.

Separate permits are required for any new signage.

VI. Conditional Use Review:

The Maine State Pier is located within the Eastern Waterfront Port Zone (EWPZ). Seafood processing for human consumption is a conditional use in the zone that requires Planning Board review. The standards for review within the Eastern Waterfront Port Zone are as follows:

Section 14-301.1 Conditional Uses states the following standards to be met:

- (a) The following uses shall be permitted as conditional uses in the Eastern Waterfront Port Zone, provided that, notwithstanding section 14-471(c), section 14-474(a), or any other provision of this code, the planning board shall be substituted for the board of appeals

as the reviewing authority, and provided further that in addition to the provision of section 14-474(c)(2) such uses will not impede or preclude existing or potential water-dependent development within the zone, will allow for adequate right-of-way access to the water, are compatible with marine uses, and meet all additional standards set forth below:

1. Conditional use standard:
 - a. *Marine compatibility:* The proposed use shall be compatible with existing and potential marine uses in the vicinity, as required by section 14-304(n) and (o) (compatibility of non-marine uses with marine uses and functional utility of piers and access to the water's edge); and
 - b. *Parking and traffic circulation:*
 - i. Parking and traffic circulation plan: All applications for conditional use in the EWPZ shall submit a parking and circulation plan for review and approval by the planning board. The parking and circulation plan shall show the location of all existing and proposed structures, travel ways and parking under the common ownership and/or control of the subject pier or property. The plan shall demonstrate that the parking and circulation of the conditional use does not interfere with the functional marine utility of the property and otherwise meets the standards and conditions of the EWPZ.

Staff review: The proposed lobster processing facility is consistent with the existing and potential marine uses in the vicinity. As noted in the application, the proposed facility "...provides an opportunity to enhance the working waterfront with a compatible use supporting the fishing industry." There is a wholesale lobster operation at the end of the POT building, which is compatible with the processing and distribution proposed for this facility. As proposed, Shucks is located in the central area of the Maine State pier and the proposed site changes do not impact the functional utility of piers and access to the water's edge.

The site plan and traffic movement plan show the parking and traffic circulation. The easement for vehicle and pedestrian access that runs from the end of the pier to Commercial Street, as shown on the subdivision plan ([Attachment 2](#)) is not impacted by the proposed loading dock, nitrogen tank and building entrance. Tom Errico, Consulting Traffic Engineer, has reviewed the circulation plan. He has found the traffic circulation to be acceptable and that the egress lane will be of sufficient width for vehicles. Since Mr. Errico completed his preliminary review, a question has been raised whether all potential truck, vehicle and pedestrian movements from the current uses on the Maine State pier were considered in his review. He is on vacation and returning on April 29th, so his final review and response to this inquiry will be available at the public hearing.

The initial lease is for 18,800 square feet and there are provisions in the lease to allow the use to expand and additional 14,900 within the next two years. The staff is recommending that a conditional use approval include the expanded area subject to a condition that the expansions are within the uses approved under this conditional use application. This would then allow the expansions to occur with a building permit for the building improvements, but would not require additional review by the Planning Board. A potential condition of approval would require the applicant to provide evidence of additional parking to meet the zoning ordinance prior to the issuance of a building permit.

A. Criteria for Conditional Use Appeal – Section 14-474

There are three general criteria for considering conditional uses and use shall be granted unless the Board finds that a use meets one or more of the criteria. The criteria are as follows:

- a. *There are unique or distinctive characteristics or effects associated with the proposed conditional use;*
- b. *There will be an adverse impact upon the health, safety or welfare of the public or the surrounding areas;*
- c. *Such impact differs substantially from the impact which would normally occur from such a use in that zone.*

The applicant's responses to the criteria are contained in the Conditional Use application (refer to Applicant's submission).

The staff concur with the applicant's assessment for criteria a and c. As noted above, Mr. Errico has not identified any traffic concerns regarding the circulation; however, the staff is seeking his final review on the impacts of the proposed traffic circulation with the adjoining land uses. In addition, he asked for clarification of the pedestrian circulation on the site, which is discussed under site plan review below.

VII. SITE PLAN STANDARDS (Section 14-526)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's site plan ordinance and applicable regulations. Staff comments are listed below.

A. Transportation Standards

1. Impact on Surrounding Street Systems and Access and Circulation.

The applicant is proposing a loading dock along the westerly side of the building. A traffic circulation plan is submitted as part of the application that shows the turning movements for large vehicles to circulate on the Maine State Pier to use the dock. Mr. Errico reviewed the circulation plan and found it to be acceptable:

I have reviewed the proposed site plan and I find conditions to be acceptable from a traffic circulation perspective. According to the site plan the egress lane on the Maine State Pier will be of sufficient width for vehicles. I would note that the Casco Bay Ferry Terminal Master Plan envisioned a "at-grade" sidewalk along the proposed building and the proposed project may prevent a sidewalk from being feasible. This issue should be resolved by City staff.

The question has arisen as to whether all of the existing levels of traffic from the surrounding uses were taken into account in Mr. Errico's review. Once he returns from vacation, we will seek clarification on his review and seek any additional information.

Both David Senus ([Attachment 1](#)) and Tom Errico (above from e-mail dated 4/11/2014) noted that the Casco Bay Island Ferry Terminal had a potential phase II of their development or master plan that showed a pedestrian way along the westerly edge of the building and a parallel crosswalk near the parking garage entrance. The loading dock, entrance deck and nitrogen tank are located where the walkway was envisioned. While the phase II showed this pedestrian way, it is outside of the leased area for the Casco Bay Lines and not an approved element of their site plan. Shucks' proposed site improvements are needed in order to support the reuse of the building for a marine related business. While the at grade sidewalk is not feasible, the crosswalk near the parking garage entrance is an integral crossing for pedestrians from the ferry terminal and compass park. The

applicant's consulting engineer has been asked to re-evaluate the nitrogen tank location, so that it does not impede any future enhancements for the crosswalk. The consulting engineers sited the tank in that location to avoid any conflicts with turning movements near the loading dock. The staff has provided the consultants with the approved site plan for the ferry terminal (Attachment 3), which included site modifications that may further facilitate truck turning movements and allow the tank to be located farther from the proposed crosswalk improvements.

2. Parking

The waterfront parking requirements require 50% of the required number of parking spaces for specified uses as otherwise provided in division 20 of this article. The applicant is required to have 10 spaces under this formula and they have secured 13 spaces. These figures are based upon occupying 18,800 square feet. The staff is recommending that conditional use approval be considered for the expanded area as stipulated in the lease subject to the applicant securing additional parking to meet the zoning code prior to the issuance of a building permit for using the expanded areas.

B. Environmental Quality Standards

David Senus (Attachment 3) submitted a comment that the Maine State Pier is regulated under a Site Location of Development Act permit that was issued by DEP. The applicant has contacted the DEP. The proposed site changes are limited and may be eligible for an exemption under the state law.

The site is entirely impervious, so the proposed changes do not trigger any storm water improvements, which has been confirmed by David Senus and David Margolis-Pineo, DPS.

The operational activities proposed by Shucks qualifies the applicant to fall under the administration of the City's Industrial Pretreatment regulations. The IPT group at the Department of Public Services has met with the owners of Shucks. The owner is aware of the IPT requirements. At this time, a grease capturing device is not required.

C. Public Infrastructure and Community Safety Standards

1. Public Safety and Fire Prevention:

Captain Chris Pirone conducted a preliminary review of the plans and has requested additional information. His review comments are as follows:

1. Applicant must complete a historical review of the Fire Lane that is on the side of the building.

Historical review should identify when and why the Fire Lane was required.

2. Nitrogen tank placement and installation must be meet code compliance in NFPA 1. This request was made by Capt. Pirone at the initial Wednesday predevelopment meeting for the applicant to have complete before submission.

The planning staff reviewed the files on past reviews for the subdivision and site plans. There is an access easement for vehicles and pedestrians that runs the full length of the pier and is within the travel way shown on this site plan. The proposed improvements do not impact in the access easement. While there is an area painted for no parking along the building, it was never a designated fire lane. Captain Pirone is satisfied that there is adequate lane width for fire access. Additional information is needed to meet his second point.

2. Availability and Adequate Capacity of Public Utilities – The applicant has submitted their application to the city regarding sewer capacity and the review is pending.

D. Site Design Standards

1. Building Elevations: Shucks lobster processing facility is proposed to occupy a portion of the existing Portland Ocean Terminal. The applicant's exterior elevations are included as part of their application. The applicant is proposing a loading dock, entrance, windows and a Nitrogen tank along the lower portion of the existing wall. The westerly side of the POT building is also known as the Whale wall, which was painted in 1993 by Robert Wyland. The Whale wall is not part of Portland's Public Art Collection and thus, is not protected under City regulations.
2. Exterior Lighting: The proposed lights are not full cut-off fixtures. The applicant is exploring other options for the building.

Next Steps

1. Address staff and board comments
2. Schedule a public hearing

Attachments:

1. David Senus – e-mail, dated 4/2/2014
2. Subdivision Plan
3. Casco Bay Ferry Terminal Site Plan- approved plan
4. Casco Bay Ferry Terminal – Phase II plan, not approved

Applicant's Submission

Application Plans



CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

SHUCKS MAINE LOBSTER PROCESSING FACILITY

LEVEL II SITE PLAN & CONDITIONAL USE APPLICATIONS

To:

City of Portland, Maine

Prepared for:

**Shucks Maine Lobster
150 Main Street
Richmond, Maine 03357**

Prepared by:

**Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, Maine 04106**

March 2014

Table of Contents

Application Cover Letter

Exhibits:

Exhibit 1 – Level II Site Plan Application

Exhibit 2 – Conditional Use Application

Exhibit 3 – Financing Letter

Exhibit 4 – Lease Agreement

Exhibit 5 – Lighting Cut Sheets & Nitrogen Tank Details

Exhibit 6 – NOAA Letter

March 19, 2014
13430

Ms. Barbara Barhydt
Development Review Services Manager
City of Portland
389 Congress Street
Portland, ME 04106

Site Plan and Conditional Use Submittal: Shucks Maine Lobster, Maine State Pier

Dear Barbara:

On behalf of Shucks Maine Lobster, we have prepared the following Level 2 Site Plan and Conditional Use submittal for Staff and Planning Board Consideration. Over the past several months, Shucks Maine Lobster has been working with Greg Mitchell and Kathy Alves, from the City, to develop a lease agreement with the City of Portland to occupy and operate a lobster processing facility on the Maine State Pier.

Introduction: Shucks Maine Lobster currently owns and operates a facility in Litchfield, Maine and is proposing to expand their operations into the Portland area. The Maine State Pier is an excellent location for this type of operation and provides the opportunity to enhance the working waterfront with a compatible use supporting the fishing industry. The project is located in the Eastern Waterfront Port Zone (EWPZ). The EWPZ was adopted on September 18, 2006 in response to the Portland Ocean Terminal project which included plans to redevelop the Maine State Pier as commercial and hotel use. Subsequently, the project in which the zone was generally created for did not go forward. Currently, the Maine State Pier is mostly used as storage by the City of Portland, tug boat operations and commercial lobster wholesaling. As part of the City's interest in promoting the "working waterfront," the location is ideal for Shucks Maine Lobster which processes and distributes Maine Lobster.

The processing of the Maine Lobster within the EWPZ is considered a conditional use requiring planning board approval. The proposed project offers a Marine related use that is compatible and compliments existing uses within the area. At the end of the Maine State Pier is Ready Lobster that is a large whole seller of live lobster. In addition, the general area includes other fishing related processing facilities on nearby piers. Lobster is an important fishery and brand of Maine and the Port of Portland. The re-use of the building from storage/warehousing to processing of Maine Lobster provides for a use that is synonymous with a working waterfront supporting the fishing industry.

Shucks Maine Lobster: Shucks Maine Lobster is an internationally award winning Maine Lobster processor looking to expand its operation to the Portland Working Waterfront and become part of the heritage and working waterfront story that is making Portland a landmark in the Maine Lobster industry. The primary use of this facility is for the production and processing of Shucks Maine Lobster international award winning value-added Maine Lobster products. Shucks Maine Lobster products are distributed regionally, nationally and have been shipped to five continents across the globe.

Shucks Maine Lobster is the only lobster processor in the USA to utilize High Pressure Processing ("the Big Mother Shucker") which allows us to offer the safest and freshest Maine Lobster in the industry. In addition, PETA has recognized Shucks for being the only lobster processor who humanely kills its catch.

Shucks is also one of only three companies in the world who can currently offer MSC Certified Sustainable Maine Lobster assuring customers that Shucks Maine Lobster is traceable back to the lobster boat on which it was caught, right here in Maine.

As part of the facilities Quality Assurance and Quality Control (QA/QC), a state of the art food testing and development kitchen will be installed for product development. This is an important aspect of customer sales to demonstrate Maine Lobster products. In addition, Shucks will be using this equipment to help train and educate customers and chefs about the utilization of raw Maine Lobster meat which has been used by the "Maine Lobster Chef of the Year" winner along with two "Prix d'Elite" Awards at the International Seafood Exposition in Brussels – the world's largest seafood show.

Project Description: The project site is fully developed as commercial pier and is owned by the City of Portland. Shucks Maine Lobster is proposing to occupy approximately 19,000 square feet of the existing Maine State Pier building for its lobster business. The space that will be occupied is central to the building and currently used for warehousing.

Occupied areas will be renovated to accommodate the processing lobster including receiving live lobster, processing the lobster, flash-freezing raw lobster, packaging the lobster and shipping the lobster to markets locally, regionally, nationally and internationally. As shown on the attached interior floor plan, new offices will be constructed and a large production area with processing equipment and freezer storage will be developed.

Improvements exterior to the building will be limited to a new loading dock, employee and business entrance with deck and the installation of a Liquid Nitrogen tank for the flash-freezing process.

Hours of Operation: The fishing and seafood business tends to be seasonal in nature and dependent upon catches, product availability and demand on the product. To be responsive to the industry needs, Shucks will operate on a 24/7 basis during processing times. Typically, the first processing shift runs from 4 a.m. to 2 p.m. on necessary days depending on lobster landings. The second shift runs from 2 p.m. to 10 p.m. and shipping and receiving shift runs from 6 p.m. to 2 a.m., as necessary.

Parking/People Transportation: Generally, Shucks anticipates the daily workforce will walk, bike or carpool to work each day. Shucks has been provided with ten (10) dedicated spaces in the City parking lot and three (3) dedicated spaces on-site. It is expected that six spaces for carpooling and four spaces for full time workers. Three spaces will be designated on the west side of the building for visitor parking. Since the facility is for production, visitors are expected to be limited to vendors and occasional customers wishing to visit the facility.

Vehicular Access and Circulation: As part of the project planning, we have prepared a parking and circulation plan focused on traffic circulation in and around the proposed loading dock to be constructed adjacent to the building. A turning movement analysis was completed (see enclosed plan) to identify a suitable location for the loading dock including truck movements accessing the loading dock. As depicted on the plan, the proposed loading dock will be situated to accommodate large truck turning movements at the turn-a-round located adjacent to the Casco Bay Ferry Landing.

Delivery vehicles will enter the shipping and receiving area as shown on the site plan. Drivers will have limited access to the shipping and receiving area via stairs attached to the loading dock which lead to a secured door. Only those employees with security numbers will be allowed to enter this doorway and all delivery personnel must use this doorway and be escorted by a TWIC employee.

Parking for passenger vehicles will primarily occur within the security fencing of the Port Authority Facility. Through a lease arrangement with the City of Portland 10 parking spaces have been dedicated to Shucks for full-time and management personnel. An additional three spaces for the occasional customer visits are provided parallel to the building.

Delivery Schedule: On a daily basis, most lobster deliveries will be received between 6 p.m. and 2 a.m. These trucks are generally either box trucks or tractor-trailers similar to those delivering to the Ready Bros.

Other deliveries such as packaging, uniforms and supplies, and UPS and FEDX, are usually limited to about four (4) deliveries per day between the hours of 7 a.m. and 6 p.m.

Shipping generally consists of about two (2) trucks per day between the hours of 6 a.m. and 6 p.m. These can be either box trucks or tractor-trailers.

Waste pick-up consists of three trips per day in a two-ton dump truck. Paper waste is generally removed once or twice per week. General waste from production is limited to shipping once per day.

Solid Waste: Solid waste will be placed in containers located interior to the building in the waste room and loaded onto dump trucks or box trucks as necessary each day. The volume of waste will vary depending on the amount of product processes. In general, waste is removed three times a day. The waste is then transported to a composting site.

Liquid Nitrogen Tank: Liquid nitrogen is a common method used for freezing product. This method is efficient and allows for "flash freezing" a large volume of packaged lobster. The nitrogen tank is a cylindrical exterior tank used routinely in the processing industry. Shucks Lobster anticipates a tank in the range of 35-40' in height supported on a 12' x 12' reinforced concrete pad. As shown on the site plan, the tank will be located next to the loading dock and enclosed in an 8' chain link fence.

Estimated Project Cost: The interior and exterior renovations are expected cost approximately \$1 million dollars. This will include a new loading dock; new office and employee space; clean rooms; production room; packaging room; maintenance and mechanical room.

New equipment and installment will cost approximately \$2 million dollars. New equipment will include a state of the art High Pressure Processing machine (HPP), coolers and freezers, tunnel freezer, state of the art packaging equipment, and other necessary equipment.

Facility Operations and Volumes of Product: Shucks Lobster will process lobster for offsite retail sales and wholesale distribution. Lobster processed and packaged onsite will be shipped to markets regionally and nationally. As part of the processing Quality Assurance and Quality Control is onsite of testing, product development along with educational seminars for prospective customers and sales.

Shucks anticipates processing 4 to 6 million pounds of Maine Lobster per year. Pending successful implementation of this facility, future product expansion will be considered to process other Maine seafood products and increased volumes in the processing of Maine Lobster.

Shucks Maine Lobster is the only lobster processor in the USA to utilize High Pressure Processing ("the Big Mother Shucker") which allows us to offer the safest and freshest Maine Lobster in the industry. In addition, PETA has recognized Shucks for being the only lobster processor who humanely kills its catch.

Shucks is also one of only three companies in the world who can currently offer MSC Certified Sustainable Maine Lobster assuring our customers that our Maine Lobster is traceable back to the lobster boat on which it was caught right here in Maine. It also assures the customer that our Maine Lobster fishery is a sustainable fishery and they are doing no harm to the sustainability of the fishing environment when they purchase Shucks Maine Lobster.

In addition, this facility will employ state of the art processing and testing equipment. Shucks is the first in the industry to use our computerized steam convection oven and other high tech equipment including our "ozone" water system that is the safest water system in the world and kills bacteria without the use of chemicals at the rate of 1000 times the rate of bleach.

Number of Employees and Shifts: Ten to fifteen (10-15) full-time employees are anticipated with approximately fifty seasonal employees from May to January during the first shift of work. A second shift with approximately 30 seasonal employees from May to January is also anticipated with a third shift, as needed. Depending on market conditions and product availability, processing (2 to 3 shifts) may be needed from February through April.

Wastewater and Water Usage: We have been in contact with the City of Portland and have prepared a wastewater permit application. The lobster processing business will require a fairly large volume of water mostly for sanitizing the facility during and after the processing of Lobster. The volume of water used will be dependent upon the amount of product processes on a daily basis. For a typical day, Shucks Lobster anticipates the following usage.

- Domestic wastewater flow =
 1. 40 employees x 15 gpd = 600 gallons per day.
- Industrial process:
 1. HPP Machine--100 gallons per hour 4am to 12pm.
 2. Tail rinsing/washing--60 gallons per hour 5am to 1pm.
 3. Ice Slurry Storage--1600 gallons per day--drained from 11am to 7pm at steady rate.
 4. Product glazing--200 gallon tank, dumped at end of day.
- Sanitation Usage:
 1. Optional Pre-op rinse (3:30am ozonated water), 200 gallons.
 2. Mid shift rinsing, 200 gallons (9am) & 200 gallons (12pm).
 3. Sanitize & Clean HPP/Butchering area (12pm), 500 gallons.
 4. Sanitize & Clean Packing area and balance of plant 8pm - 12pm (or 12pm - 4am if 2nd shift running), 2,000 gallons.

Total water and wastewater usage on a typical day will be expected to be in the range of 6,200 to a high of 10,000 gallons per day.

March 19, 2014

Site Plan: The attached site plan shows the proposed exterior use of the building including pedestrian and vehicular access, circulation, and lighting, parking, and loading facilities.

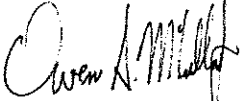
Pedestrian Access: Employees and visitors enter the premises from the west side of the facility along the walkway starting at Commercial St. to the exterior stairs at the main entrance of the Shucks office area. The exterior entrance door is equipped with a security entry system with a code number for each employee so we will have a record of each person who enters and leaves the facility. Visitors will be greeted at the exterior entrance and escorted into the facility.

Closure:

On behalf of the Shucks Maine Lobster, we look forward to working with the staff and Planning Board to permit this project. As you consider the application, please contact us if you have any questions.

Sincerely,

SEBAGO TECHNICS, INC.



Owens A. McCullough, P.E. LEED A.P.
Vice President of Engineering and Project Development

OAM:oam/jag

cc: Charlie Langston, Shucks Maine Lobster
John Hathaway, Shucks Maine Lobster
Greg Mitchell, City of Portland

Exhibit 1

Level II Site Plan Application



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

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level II: Site Plan Development includes:

- New construction of structures with a total floor area of less than 10,000 sq. ft. in all zones, except in Industrial Zones.
- New construction of structures with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Any new temporary or permanent parking area, paving of an existing unpaved surface parking area in excess of 7,500 sq. ft. and serving less than 75 vehicles, or creation of other impervious surface area greater than 7,500 sq. ft.
- Building addition(s) with a total floor area of less than 10,000 sq. ft. (cumulatively within a 3 year period) in any zone, except in Industrial Zones.
- Building addition(s) with a total floor area of less than 20,000 sq. ft. in Industrial Zones.
- Park improvements: New structures or buildings with a total floor area of less than 10,000 sq. ft., facilities encompassing an area of greater than 7,500 sq. ft. and less than 20,000 sq. ft. (excludes rehabilitation or replacement of existing facilities).
- New construction of piers, docks, wharves, bridges, retaining walls, and other structures within the Shoreland Zone.
- Land disturbance between 1 and 3 acres that are stripped, graded, grubbed, filled or excavated.
- A change in the use of a total floor area between 10,000 and 20,000 sq. ft. in any existing building (cumulatively within a 3 year period).
- Lodging house, bed and breakfast facility, emergency shelter or special needs independent living unit.
- Signage subject to approval pursuant to Section 14-526 (d) 8.a. of the Land Use Code.
- Any new major or minor auto service station with less than 10,000 sq. ft. of building area in any permitted zone other than the B-2 or B-5 zones.
- The creation of day care or home babysitting facilities to serve more than 12 children in a residential zone (not permitted as a home occupation under section 14-410) in any principal structure that has not been used as a residence within the 5 years preceding the application.
- Any drive-through facility that is not otherwise reviewed as a conditional use under Article III.

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

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

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

PROJECT NAME: Shucks Maine Lobster

PROPOSED DEVELOPMENT ADDRESS:

40 Commercial Street, Portland, ME 04101

PROJECT DESCRIPTION:

Lobster processing facility to occupy approximately 18,400 s.f. of vacant space in Maine in Maine

State Pier Building. Project requires conditional use approval.

CHART/BLOCK/LOT: 444/003/001

PRELIMINARY PLAN

3-18-14 (date)

FINAL PLAN

 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Shucks Maine Lobster, LLC Business Name, if applicable: Same Address: 150 Main Street City/State : Richmond, ME Zip Code: 03357	Applicant Contact Information John E-mail: johnny@shucksmaine.com Home #: 207-329-1791 Work #: 207-329-1791 Cell #: N/A Fax#: 866-925-8333
Owner – (if different from Applicant) Name: City of Portland Address: City/State : Zip Code:	Owner Contact Information Kathy Alves E-mail: kra@portlandmaine.gov Home #: N/A Work #: 207-837-8892 Cell #: 207-233-8523 Fax#: 207-874-8473
Agent/ Representative Name: Owens McCullough, Sebago Technics Address: 75 John Roberts Road, Suite 1A City/State : South Portland, ME Zip Code: 04106	Agent/Representative Contact information E-mail: omcullough@sebagotechnics.com Home #: 207-232-1649 Work #: 207-200-2073 Cell #: 207-242-1649 Fax#: 207-856-2206
Billing Information Name: Shucks Maine Lobster, LLC Address: 150 Main Street City/State : Richmond, ME Zip Code: 03357	Billing Information E-mail: johnny@shucksmaine.com Home #: 207-329-1791 Work #: 207-329-1791 Cell #: Fax#: 866-925-8333

Engineer Same as Agent/ Representative Name: Address: City/State : Zip Code:	Engineer Contact Information E-mail: Same as Agent/ Representative Home #: Work #: Cell #: Fax#:
Surveyor N/A Name: Address: City/State : Zip Code:	Surveyor Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:
Architect N/A Name: Address: City/State : Zip Code:	Architect Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:
Attorney Name: N/A Address: City/State : Zip Code:	Attorney Contact Information N/A E-mail: Home #: Work #: Cell #: Fax#:

APPLICATION FEES:

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

Level II Development (check applicable reviews) ___ Less than 10,000 sq. ft. (\$400) ___ After-the-fact Review (\$1,000 plus applicable application fee) The City invoices separately for the following: • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) ___ Traffic Movement (\$1,000) ___ Stormwater Quality (\$250) ___ Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = ___ ___ Other _____ ___ ☒ Change of Use ___ Flood Plain ___ Shoreland ___ Design Review ___ Housing Replacement ___ Historic Preservation
--	--

APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-527 (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

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

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

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

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

Signature of Applicant: 	Date: 3/20/14
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PROJECT DATA

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

Total Area of Site	sq. ft. N/A
Proposed Total Disturbed Area of the Site	N/A - Previously Developed sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	sq. ft. N/A
Impervious Area (Total Proposed)	sq. ft. N/A
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	sq. ft. 18,400
Building Footprint (Total Proposed)	sq. ft. N/A
Building Floor Area (Total Existing)	sq. ft. 18,400
Building Floor Area (Total Proposed)	sq. ft. N/A
Zoning	
Existing	Eastern Waterfront Port Zone (EWPZ)
Proposed, if applicable	
Land Use	
Existing	Vacant Building Space
Proposed	Lobster Processing
Residential, if applicable	N/A
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	N/A
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	
# of Parking Spaces (Total Existing)	N/A
# of Parking Spaces (Total Proposed)	3
# of Handicapped Spaces (Total Proposed)	0
Bicycle Parking Spaces	N/A
# of Bicycle Spaces (Total Existing)	
# of Bicycle Spaces (Total Proposed)	
Estimated Cost of Project	

PRELIMINARY PLAN (Optional) - Level II Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
x		1	Completed Application form
x		1	Application fees
x		1	Written description of project
x		1	Evidence of right, title and interest
N/A		1	Evidence of state and/or federal approvals, if applicable
x		1	Written assessment of proposed project's compliance with applicable zoning requirements
x		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
N/A		1	Written requests for waivers from site plan or technical standards, if applicable.
N/A		1	Evidence of financial and technical capacity
x		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
N/A		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
x			Proposed grading and contours;
x			Existing structures with distances from property line;
x			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
N/A			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
N/A			Preliminary infrastructure improvements;
N/A			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
N/A			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
N/A			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
x			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
x			Exterior building elevations.

FINAL PLAN - Level II Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
x		1	* Completed Application form
x		1	* Application fees
x		1	* Written description of project
x		1	* Evidence of right, title and interest
N/A		1	* Evidence of state and/or federal permits
x		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
x		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
x		1	* Evidence of financial and technical capacity
x		1	Construction Management Plan
x		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
x		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
x		1	Stormwater management plan and stormwater calculations, including description of project, hydrology and impervious area.
x		1	Written summary of project's consistency with related city master plans
TBD		1	Evidence of utility capacity to serve
x		1	Written summary of solid waste generation and proposed management of solid waste
TBD		1	A code summary referencing NFPA 1 and all Fire Department technical standards
x		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
x		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Date: 03-18-14

Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 40 Commercial Street, Portland, ME 04101

Chart Block Lot Number: 444/003/001

Proposed Use: Seafood (lobster) processing

Previous Use: Vacant space

Existing Sanitary Flows: 100 +/- GPD

Existing Process Flows: 0 GPD

Description and location of City sewer that is to receive
the proposed building sewer lateral.

A sanitary sewer lines is suspended from ceiling.

Site Category
Commercial (see part 4 below)
Industrial (complete part 5 below)
Governmental
Residential
Other (specify)

Marine ☒

Section 14-301.1.2.a.vi

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Greg Mitchell/ Kathy Alves Phone: Greg: 207-874-8945, Kathy: 207-837-8892

Owner/Developer Name: Shucks Maine Lobster, LLC

Owner/Developer Address: 150 Main Street, Richmond, ME 03357, attn: Johnny

Phone: 207-329-1791

Fax: 866-925-8333

E-mail: johnny@shucksmaine.com

Engineering Consultant Name: Sebago Technics, attn: Owens McCullough, P.E.

Engineering Consultant Address: 75 John Roberts Road, Suite 1A, South Portland, ME 04106

Phone: 207-200-2100

Fax: 207-856-2206

E-mail: omccullough@sebagotecnics.com

*(Note: Consultants and Developers should allow +/- 15 days, for capacity status,
prior to Planning Board Review)*

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 600 GPD

Peaking Factor/ Peak Times: 4am, 9am, 12pm, 3pm

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

*(Note: Please submit calculations showing the derivation of your design flows,
either on the following page, in the space provided, or attached, as a separate sheet)*

4. Please, Submit External Grease Interceptor Calculations. N/A

Total Drainage Fixture Unit (DFU) Values:

Size of External Grease Interceptor:

Retention Time:

Peaking Factor/ Peak Times:

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:

6,200 - 10,000 GPD

Do you currently hold Federal or State discharge permits?

Yes ☐ No ☒

Is the process wastewater termed categorical under CFR 40?

Yes ☒ No ☐

OSHA Standard Industrial Code (SIC):

NAICS 311710

<http://www.osha.gov/oshstats/sicser.html>

Peaking Factor/Peak Process Times:

See below Industrial Process Wastewater Flow Calculation

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

Domestic Wastewater Flow Calculation

40 employees x 15 gpd = 600 gallons per day

Industrial Process Waterwater Flow Calculations:

Water usage associated with standard operations:

HPP Machine-100 gallons per hour 4am to 12pm

Tail rinsing/washing-60 gallons per hour 5am to 1pm

Ice Slurry Storage-1,600 gallons per day-drained from 11am to 7pm at steady rate

Product glazing-200 gallon tank, dumped at end of day

Sanitation Usage:

Pre-op rinse (optional) 3:30am ozonated water, 200 gallons

Mid shift rinsing, 200 gallons 9am & 200 gallons 12pm

Sanitize & Clean HPP/Butchering area, 12pm 500 gallons

Sanitize & Clean Packing area and balance of plant 8pm - 12pm (or 12pm - 4am if 2nd shift running) 2000 gallons

Exhibit 2

Conditional Use Application



Conditional Use Application Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Conditional Use Review. General information pertaining to the thresholds of review for site plans, public noticing procedures and the fee structure is contained in site plan applications and within the Developer's Packet.

(Please submit the Conditional Use Application in addition to an applicable site plan application.)

PROJECT NAME: Shucks Maine Lobster

CHART/BLOCK/LOT: 444/003/001

RIGHT, TITLE OR INTEREST: (Please identify the status of the applicant's right, title, or interest in the subject property.)

Applicant has a lease agreement with the City of Portland.

(Please provide documentary evidence, attached to this application, of the applicant's right, title, or interest in the property. For Example – a deed, option or contract to purchase or least the subject property.)

VICINITY MAP: (Please attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use.)

EXISTING USE: Describe the existing use of the subject property.

Vacant space within Maine State Pier building.

TYPE OF CONDITIONAL USE PROPOSED:

Seafood (Lobster) processing facility

SITE PLAN: Provide a site plan of the property, showing existing and proposed improvements, which meets the submission requirements of the applicable level of site plan review.

CONDITIONAL USE AUTHORIZED BY: SECTION 14- 301.1.2.a.vi

Address any specific conditional use standards for the specific use contained in the zoning code in the written submission.

STANDARDS – CRITERIA FOR CONDITIONAL USE APPEAL – Section 14-474

Address the following criteria in your written application and any applicable conditional use standards contained in the zoning code for the specific use. See attached.

Upon showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

- a. There are unique or distinctive characteristics or effects associated with the proposed conditional use;
- b. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding areas;
- c. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

CONTACT INFORMATION:

	Applicant's Contact for electronic plans Name: Craig Burgess, P.E, Sebago Technics e-mail: cburgess@sebagotechnics.com work #: 207-200-2081
Applicant – must be owner, Lessee or Buyer Name: Shucks Maine Lobster, LLC Business Name, if applicable: Same Address: 150 Main Street City/State : Richmond, ME Zip Code: 03357	Applicant Contact Information Work # 207-329-1791 Home# 207-329-1791 Cell # N/A Fax# 866-925-8333 e-mail: johnny@shucksmaine.com
Owner – (if different from Applicant) Name: City of Portland, Maine Address: City/State : Zip Code:	Owner Contact Information Kathy Alves Work # 207-837-8892 Home# N/A Cell # 207-233-8523 Fax# 207-874-8473 e-mail: kra@portlandmaine.gov
Billing Information Name: Shucks Maine Lobster, LLC Address: 150 Main Street City/State : Richmond, ME Zip Code: 03557	Billing Information Work # 207-329-1791 Cell # 207-329-1791 Fax# 866-925-8333 e-mail: johnny@shucksmaine.com

APPLICATION FEES:

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

Conditional Use ☒ Conditional Use \$100 The City invoices separately for the following: • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.	
Site Plan Application Please submit a separate application for the applicable site plan review. Fees and charges are listed within the site plan application	Site Plan Application submitted and Fees Paid (office use) _____

APPLICATION SUBMISSION

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

The application for a conditional use review must contain the following items:

- Conditional Use Application form that is completed and signed.
- Cover letter stating the nature of the project.
- Evidence of right, title and interest.
- Written Submittals that address the conditional use standards of Section 14-474 and any applicable standards of review contained in the zoning code for the specific use.
- One set of the paper plans and maps based upon the boundary survey at a scale not less than one (1) inch to fifty (50) feet and containing the information required for the applicable level of site plan review. The plan requirements and submission requirements are listed in the Site Plan Ordinance (Section 14 -527) of the Land Use Code. Refer to the application checklist for a detailed list of submittal requirements.
- One set of the plans at 11X17.
- The conditional use application fee and all other applicable fees as determined on the site plan application.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521) and the Conditional Use Standards (Section 14-474). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

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

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

Signature of Applicant: 	Date: 3/20/14
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The Portland Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

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

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

CRITERIA FOR CONDITIONAL USE
SHUCKS MAINE LOBSTER

Together with the information provided in the submittal cover letter, we offer the following for the planning board's consideration demonstrating, "a conditional use shall be granted unless the Board determines that:"

- a. *There are unique or distinctive characteristics or effects associated with the proposed conditional Use;*

The proposed project offers a Marine related use that is compatible and compliments existing uses within the area. At the end of the Maine State Pier is Ready Lobster that is a large wholesaler of live lobster. In addition, the general area includes other fishing related processing facilities on nearby piers. Lobster is an important fishery and brand of Maine and the Port of Portland. The re-use of the building for processing Maine Lobster provides for a use that enhances the intent of a working waterfront and supports the fishing industry. In summary, the proposed lobster processing operation is a compatible use within the waterfront area and does not possess any unique or distinctive characteristics associated with the proposed use.

- b. *There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding areas;*

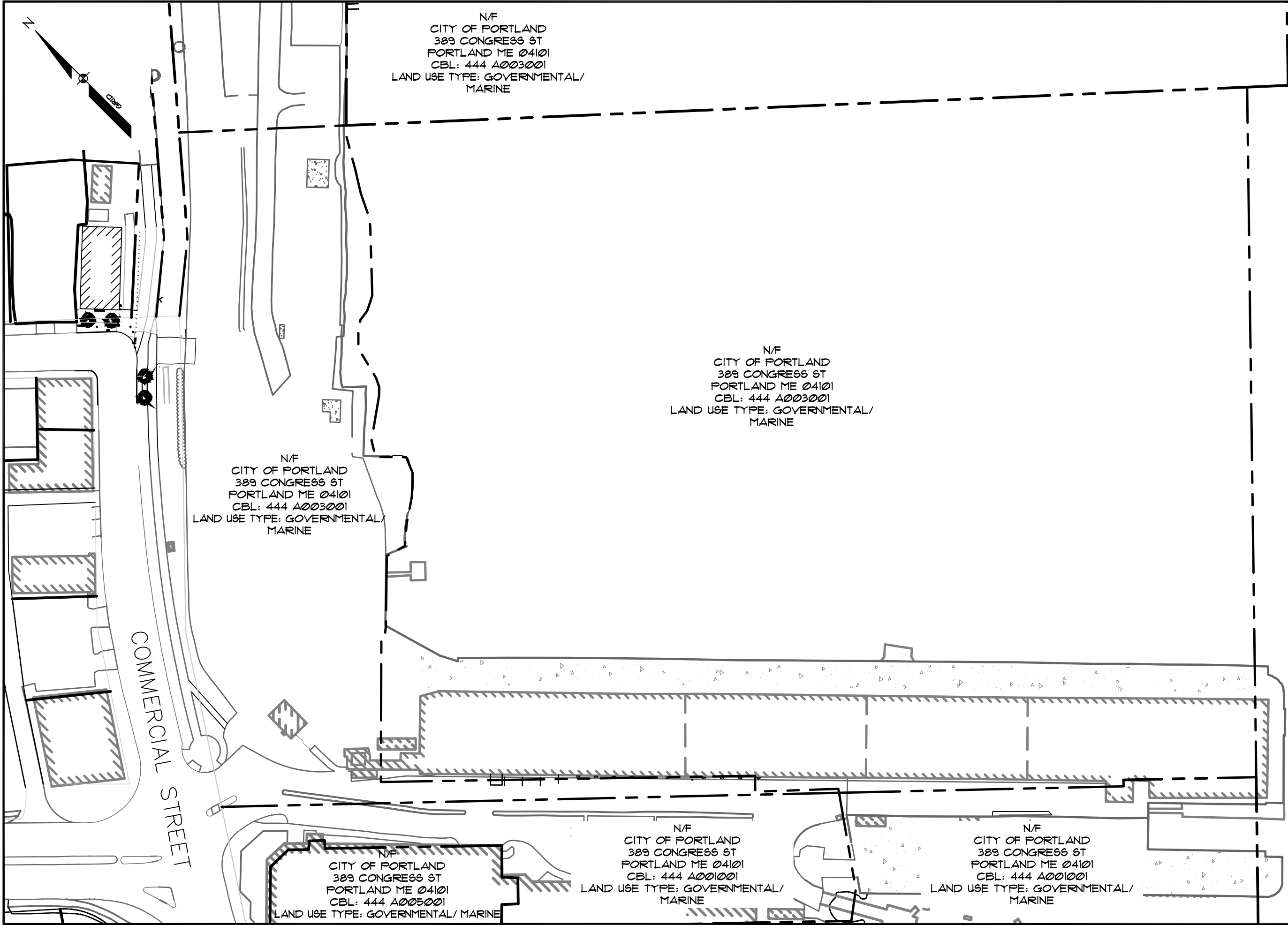
Shucks will occupy and operate their facility within an existing commercial waterfront that is consistent with the intended use. Facility operations will be located within an existing structure that is secured and does not involve or require public interaction. As a result, the project does not have an impact on the safety or welfare of the public. The only activities exterior to the building will be the installation of a loading dock, new employee entry and a liquid nitrogen tank for the flash freezing process.

As part of the project planning, we have prepared a parking and circulation plan focused on traffic circulation in and around the proposed loading dock to be constructed adjacent to the building. A turning movement analysis was completed (see enclosed plan) to identify a suitable location for the loading dock including truck movements accessing the loading dock. As depicted on the plan, the proposed loading dock will be situated to accommodate large truck turning movements at the turn-a-round located adjacent to the Casco Bay Ferry Landing and not impede traffic circulation on the pier.

- c. *Such impact differs substantially from the impact which would normally occur from such a use in that zone;*

Shucks Maine Lobster processes an important Maine product that has a long standing heritage on the Portland Waterfront. The project location is well suited for commercial lobster processing and is compatible with other fishery and marine related activities in the general location. An Example is the Ready Lobster located on the same pier and is a wholesaler of Live Lobster. Nearby

piers such as the Maine Wharf also contain fish processing and wholesaling activities. The Maine State Pier is an excellent location for this type of operation and provides the opportunity to enhance the working waterfront with a compatible use supporting the fishing industry. As a result, the proposed use does not substantially differ from a use that would normally occur in the zone.



SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite 1A
South Portland, ME 04106
Tel. 207-200-2100

250 Goddard Rd. - Suite B
Lewiston, ME 04240
Tel. 207-783-5656

VICINITY MAP

OF: MAINE STATE PIER PROCESSING FACILITY
COMMERCIAL STREET
PORTLAND, MAINE 04101

FOR: SHUCKS MAINE LOBSTER
150 MAIN STREET
RICHMOND, ME 04357

DESIGN BY:	OAM/CAB
DRAWN BY:	CAB
CHECKED BY:	CAB
DATE:	03-20-14
SCALE:	1"=100'
FIELD BK:	FIELD BOOK
PROJ. NO:	13430
DWG:	DWG

SHEET 1 OF 1

Exhibit 3

Financing Letter

July 31, 2013

Shucks Maine Lobster, LLC
Attn: W. John Hathaway
150 Main Street
Richmond, ME 04357

Reference Case No. FF-B-174
Shucks Maine Lobster, LLC

Dear Mr. Hathaway:

The Department of Commerce, acting through the National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Fisheries Finance Program (the Government) has in principle approved the financing application made by Shucks Maine Lobster, LLC (the "Borrower").

Upon full compliance with this approval and agreement letter (the "Approval Letter") and applicable statutes and regulations, including but not limited to, Subtitle V of Title 46 of the U.S. Code, formerly known as "Title XI of the Merchant Marine Act of 1936," 46 U.S.C. 53701, et seq., and the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq., as amended, as well as the outstanding guidance and instructions of the Financial Services Division, the Borrower will issue a promissory note (the "Note"), to the Government. The Government will provide financing (the "Transaction") in the manner described below.

(1) PURPOSE:

The purpose of the Transaction is to reimburse the Borrower for capital expenditures related to the Borrower's processing facility located in Portland, Maine (the "Project Property"), equal to 48.9% of the \$6,125,329 depreciated actual cost (the "Project").

(2) NOTE

(2.1) The Note(s) shall involve the following amount and other basic terms.

- (2.1.1) Amount: \$3,000,000 or 80% of the Project's build out and equipment costs, whichever is less.
- (2.1.2) Maturity: 15 years from inception.
- (2.1.3) Amortization¹: Level debt.
- (2.1.4) Payments: Quarterly.
- (2.1.5) Interest Rate: To be determined by the U.S. Treasury rate for agency borrowing.

(2.2) We shall direct that the proceeds of the Note be paid, first, directly to the parties to whom the Borrower is indebted for the Project's eligible cost and, second, to the Borrower (as reimbursement of the Borrower's funds previously expended for the Project's eligible cost) if the amount of the Note exceeds the amount of the Borrower's outstanding indebtedness for the Project's eligible cost.

(3) SECURITY FOR THE NOTE

(3.1) Security for the Note shall be such security agreements, undertakings, and other documents that the Government deems necessary to accomplish the purpose of the Approval Letter and protect the interest of the United States (collectively, the "Security Documents"). All provisions contained in any document required by the Approval in Principle letter, as may be amended, currently, or at any time in the future, must be acceptable to the Government.

The Borrower and the other parties specified below will provide the Government with whatever evidence of compliance with the special requirements, special covenants, and provisions contained in this letter that it may require. All third parties that the Government may require to do work in connection with this Transaction, including but not limited to, private attorneys, marine surveyors, land appraisers or surveyors, equipment appraisers, shall be acceptable to the Government.

¹ An amortization schedule that will estimate the application of payments will be provided at Transaction closing.

(3.2) Loan Covenants

The Borrower, and the other parties specified below, shall, as additional security for the Note, be bound by and subject to the following special requirements, special covenants and provisions:

(3.2.1) Special Requirements

(3.2.1.1) The Project shall be free and clear of all liens, or claims of any nature, except such liens or claims as may otherwise be specifically permitted herein, and the Borrower shall, before Transaction closing, provide the Government whatever evidence thereof the Government may require.

(3.2.1.2) All pledges of all property shall also include appropriate security agreements and filings on all associated appurtenances and rights associated with such pledged property.

(3.2.1.3) If the proceeds of the Note are applied and there remain any claims of any nature against the Project Property, except such claims as may otherwise be specifically permitted herein, the Borrower shall immediately take action to satisfy and discharge such claims. Any failure of the Borrower to do so shall be an event of default, and permit the Government to declare a security default, and to exercise all default rights specified in the Security Documents and permitted by law.

(3.2.1.4) The Borrower shall, regarding the ownership and operation of all of the Borrower's property cause the appropriate authorities to provide the Government, before Transaction closing, with all evidence of proper title recordation and governmental permits, approvals, licenses, consents, permissions, clearances, or other evidence of compliance with governmental requirements.

(3.2.1.5) There shall, before Transaction closing, be no change in the Borrower's financial position, performance, or prospects deemed by the Government to be materially adverse to our interest.

(3.2.1.6) The Borrower shall, before Transaction closing, provide the Government evidence of its authority to enter into the Transaction.

(3.2.1.7) The Borrower shall, before Transaction closing, cause the appropriate parties to provide the Government with evidence of all parties' authority to enter into any portion of the Transaction.

(3.2.1.8) The Borrower shall, before Transaction closing and at the Borrower's sole expense, cause private counsel to provide the Government with a legal opinion that the closing documents when executed and recorded in connection with the Transaction constitute legal and valid obligations fully binding and enforceable against the Borrower or other parties specified below, for the duration of the loan term.

(3.2.1.9) The Borrower shall, at Transaction closing, provide the Government a first position lien interest, by means of a security agreement and associated filings under the U.C.C., real property mortgage or deed of trust, or any other means the Government may require on all fisheries unloading, processing, holding, and distribution equipment (the "Equipment") of whatsoever nature whether currently owned or acquired at any time in the future, together-with all accessories, improvements, replacements, substitutions, or additions thereto, used for the Borrower's fisheries operations on the Project Property, or on any other premises at any other site at which the Borrower now conducts, or in the future may conduct, its fisheries operations and regardless of the Equipment's actual location at any given time.

The Equipment shall, at the Borrower's cost and before Transaction closing, be inventoried (sufficiently to describe with certainty in the first security agreement and associated U.C.C. filing) and valued by an appraisal satisfactory to the Government. The Equipment shall include, but shall not be limited to: all forklifts, bobcats, cranes, pallet trucks, lift trucks, and other product or material movement equipment; all trailers, tanks, trucks, or other rolling stock; all fish unloading, transfer, and conveying equipment; all fish processing equipment; all fish weighing equipment; all cooling, refrigerating, freezing, and other fish holding equipment (blast freezers, plate freezers, coolers, or other refrigeration equipment); all fish packaging equipment; all fish baskets, totes, tanks, tubs, and

other fish holding equipment; all ice makers; all hand and power tools; all office equipment; all together with all associated equipment, machinery, parts, tools, or other items of whatsoever nature and whether fixed or unfixed to the Project Property or any other premises whatsoever.

Notwithstanding the foregoing, the Government may subordinate the priority of its security interest on specific goods or pieces of Equipment associated with the Project to the existing security interest of a secured party that has provided Borrower with financing for the purchase of such goods or pieces of Equipment (the Government's subordination shall not be unreasonably withheld); PROVIDED THAT (1) such purchase financing has been granted on commercially reasonable credit terms that are prudent for the Borrower; (2) such equipment or goods are not (and will not be) affixed or attached to the Project or Project Property so as to constitute a component, appurtenance or fixture; (3) any amount(s) secured does not exceed the purchase price of the specific goods or equipment; and (4) such aforementioned security interest(s) does not attach to any other collateral. The Borrower shall give the Government a list or description of all goods or equipment purchased with financing from other secured parties, and upon full repayment of the indebtedness secured by such goods or equipment, the Government shall retain a first priority security interest in all Project Property.

The U.C.C. Security shall contain (a) provisions allowing the Government to enter upon any premises where the Equipment may be located and marshal, secure, protect, seize, and do all other things necessary to preserve the Equipment immediately upon the Borrower's default, but before any judicial action regarding such default, and (b) such other provisions as the Government deems necessary to accomplish the purpose of the Approval Letter and otherwise protect the Government's interest.

(3.2.1.10) The Borrower will obtain subordination agreements from all other parties having a secured interest in the Project Property or the Borrower's other property that (a) recognize the Government's senior interest in, and sole rights to, the Equipment or the proceeds of the Equipment's liquidation and (b) agree not to interfere in any way, but instead to cooperate in all

reasonable ways, with the Government's representatives entering upon the Project Property or the Borrower's other property and marshaling, securing, protecting, and doing all other things necessary to preserve the Equipment.

(3.2.1.11) The Borrower shall, at Transaction closing, provide the Government a first lien security interest on all equipment located at the Project Property, described as 40 Commercial Street, Portland, ME 04101.

(3.2.1.12) The Borrower shall, at Transaction closing, provide the Government an Assignment of Lease on the Project Property from the City of Portland, Maine.

(3.2.1.13) The Borrower at Transaction closing shall cause Indian Creek Investments, an Alabama General Partnership Composed of W. John Hathaway and Sue-Ellen I. Hathaway, to provide the Government its guarantee of the full principal and interest amount of this note. This guarantee shall be secured by, and limited to, the following:

A. A second mortgage on real estate described as a 200,000 SF corner lot zoned commercial located at Hughes Road and Sunset Boulevard, Madison, Alabama 35875. This lien shall be subordinate to only our existing liens.

B. A third mortgage on real estate located at Hobbs Island Road and Highway 231, Huntsville AL 35875. This lien shall be subordinate to only our existing liens.

(3.2.1.14) The Borrower shall, at Transaction closing, provide the Government a deed of trust, in the full amount of the Note, on real estate, owned by the Company and all improvements thereon which together comprise the Company's fisheries processing facilities located at 150 Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.15) The Borrower shall, at Transaction closing, provide the Government a security interest on all equipment located at the Borrower's processing facility

located at 150 Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.16) The Borrower shall, at Transaction closing, cause W. John Hathaway and Sue-Ellen I. Hathaway (the "Guarantor²") to provide the Government their unconditional personal guarantee of the Company's repayment of the full principal and interest amount of the Note.

(3.2.1.17) The Borrower shall, at Transaction closing, cause Linda L. Bean to provide the Government her personal guarantee of the Company's repayment of the full principal and interest amount of the Note limited to 25% of the loan amount.

(3.2.1.18) The Borrower must, before Transaction closing, provide the Government with verification, satisfactory to us, of capital expenditures for equipment and the build out of the Project Property.

(3.2.1.19) The Borrower must, before Transaction closing, provide the Government with an acceptable, in our sole discretion, an environmental hazards indemnification agreement respecting the Project Property.

(3.2.2) Special Covenants:

(3.2.2.1) In addition to the foregoing covenants, the Borrower shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.2.2.1.1) The Borrower shall not without the prior written consent of the Chief, Financial Services Division, National Marine Fisheries Service, *which consent shall not unreasonably be withheld*, take any of the following actions:

(3.2.2.1.1.1) Pay to any officer, partner, or other party any salary, commission, bonus, management fee, dividend, or other consideration in excess of either reasonable industry standards or ordinary financial prudence for a company of the Borrower's size and

² Use of the singular term "Guarantor" includes the plural, and encompasses all parties listed.

financial condition when such consideration is paid (and the burden of proving reasonability shall be on the Borrower).

(3.2.2.1.1.2) Purchase or redeem any shares of its own stock or ownership interest.

(3.2.2.1.1.3) Make any additional investment (excluding purchases regarding the routine and continuing maintenance and preservation of the Borrower's present property, explicitly including but not limited to the Project, and its productivity) in, or incur any additional liability for, the purchase, acquisition, lease, or other use of any fixed property in connection with the Borrower's present level of operations in any one fiscal year in excess of an aggregate of 10% of the Borrower's total assets.

(3.2.2.2.1.3) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way dispose of their assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.2.1.4) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.1.1.5) By any means whatsoever, allow itself to be acquired by, or otherwise reorganized into any other company, unless the acquiring company or reorganized entity is acceptable to the Government and agrees to: (a) provide a 100% unconditional guarantee of the repayment of all debt actually or contingently owed by the Borrower, (b) be bound by these covenants, (c) be bound by such other covenants as the Government shall reasonably require to protect its interest, and (d) provide such other assurances and security that the Government may require.

(3.2.2.1.1.6) Establish any trust, retirement fund, or any other fund for the benefit of any Borrower,

Guarantor or any party related to the Borrower or any Guarantor, or transfer any funds, property, or other assets of any kind into any such fund whether now or hereafter existing (and any such action shall be void and without effect to the Government's interest³.

(3.2.2.1.1.7) Transfer any funds, property, or other assets to any party by any means for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect as to the Government's interest): provided, however, that reasonable transfers not significantly affecting the Borrower's net worth, and not inconsistent with the Borrower's obligation to protect the Government from loss by preserving its net worth, shall be exempted.

(3.2.2.1.2) The Borrower shall (within 10 days of its first knowledge thereof) give the Government notice of any pending litigation, business reversal, casualty, loss, or any other matter that materially diminishes: (a) its ability to service this debt, (b) its ability to perform any other duty or obligation owed under this debt, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom we have recourse.

(3.2.2.1.3) The Borrower shall give the Government annually, at the end of each of its accounting or tax years: (a) the Borrower's balance sheet at the end of each such year, (b) the Borrower's income and expense statement for the preceding 12 months of each of such years, (c) the Borrower's Federal Income Tax Return for each of such years (all together with all supporting schedules). Independent certified public accountants acceptable, in our sole discretion to us, shall, according to generally accepted accounting principles, compile the annual financial reports required under (a) through (c) hereof.

³ This provision excludes contributions, not exceeding the maximum allowed by current IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.2.2.1.4) The Borrower shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch as soon as possible, but in no event later than 90 days after the close of the accounting period to which they relate. All of the Borrower's tax returns must be timely filed (in accordance with the Internal Revenue Service (IRS) deadlines or agreements between the Borrower and the IRS and delivered to the Government within 15 days of their filing with the U.S. Internal Revenue Service.

(3.2.2.1.5) All annual financial reports required hereunder shall include a certification from the Borrower's president, managing partner, or authorized representative that either (a) there has been no default under the Security Documents during the reporting period, or (b) there has been a default or defaults under the Security Documents during the reporting period, in which latter case the nature, extent, prospective consequences, and all other relevant details of such default or defaults shall be fully set forth in such certification. This certification must attest that all taxes and assessments on property pledged as collateral for the loan are fully paid and current.

(3.2.2.1.6) The Borrower shall permit the Government, or any representative selected by it, in such manner and at such times as we may reasonably require, to: (a) make inspections and audits of any books, records, papers, or other documents of whatsoever nature in the Borrower's custody and control (or in any other entity's custody or control) relating in any way to the Borrower's financial or business condition, (b) make extracts there from, and (c) make inspections and appraisals of any of the Borrower's physical assets. The Borrower shall, within thirty days of our demand, pay the Government for the cost of all such inspections, audits, or appraisals, and all such amounts disbursed by the Government for such purpose shall, until fully repaid by the Borrower, be: (a) added, payable upon our demand, to the Note, (b) earn interest at the same rate as the other principal of the Note, and (c) be secured by the Security Documents.

(3.2.2.1.7) Should a limited fisheries access system be initiated at some future date under which the Borrower is granted a transferable fishery participation right,

harvest privilege, or management allocation, regardless of the name given to such right, privilege or allocation, including (but not limited to) any allocations, permits, quotas, licenses, cage tags, or any other fisheries access restriction or right affecting, necessary for, or in any other way (however characterized) associated with any of the property included in or subject to the Security Documents, the Borrower agrees that it shall grant to the Government a full senior security interest in such allocation by whatsoever means deemed by the Government to be appropriate (including, but not limited to, the Borrower's execution of security agreements and the filing of financing statements under the U.C.C.). Further, if the Borrower fails to do so, Borrower agrees that the Government may use the attorney-in-fact provisions conferred upon it by the Security Documents to execute, deliver, and otherwise perfect whatever documents may be required to accomplish the grant to the Government of a full security interest in such fisheries right, privilege or allocation.

(3.3) Guarantor Obligations:

(3.3.1) In addition to all covenants of whatsoever nature in our customary form of Security Documents, the Guarantor shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.3.1.1) The Guarantor shall not without our prior written consent, *which consent shall not unreasonably be withheld*, take any of the following actions:

(3.3.1.1.1) Establish any trust, retirement fund, or any other fund (however characterized) for the benefit of itself or of any party, or transfer any funds, property, or other assets of any kind (however characterized) into any such fund whether now or hereafter existing (and any such action shall be void and without effect insofar as our interests are concerned)⁴.

⁴ This provision excludes contributions, not exceeding the maximum allowed by IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.3.1.1.2) Transfer any funds, property, or other assets (however characterized) to any party, person, or entity by way of gift or by any other means (however characterized) for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect insofar as our interests are concerned): provided, however, that reasonable transfers not significantly affecting the Guarantor's net worth, and not inconsistent with the Guarantor's obligation to protect us from loss by preserving its net worth, shall be exempted.

(3.3.1.1.3) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way (however characterized) dispose of its assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.1.4) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way (however characterized) for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.2) The Guarantor shall give us annually, at the end of each of its tax years, a certified correct copy of (a) the Guarantor's balance sheet at the end of each such year and (b) the Guarantor's Federal Income Tax Return for each of such years (all together with all supporting schedules). The Guarantor shall also give us at any reasonable time any other financial statements, books, records, or reports we may reasonably, by written notice, from time-to-time require.

(3.3.1.3) The Guarantor shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch. The Guarantor shall deliver all financial statements to us as soon as possible, but in no event later than 90 days after the close of the accounting period to

which they relate. The Guarantor shall timely file all tax returns (in accordance with IRS deadlines or agreements between the Company and the IRS) and deliver them to us within 15 days of their timely filing with the U.S. Internal Revenue Service.

(3.3.1.4) The Guarantor shall (within 10 days of its first knowledge thereof) give us notice of any pending litigation, business reverse, casualty, loss, or any other matter (however characterized) that materially diminishes: (a) its ability to service any debt actually or contingently owed the Government, (b) its ability to perform any other duty or obligation owed the Government, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom the Government has recourse.

(3.3.2) Any violation of any of these covenants shall be an event of default, and may constitute grounds for the Government's declaration of a security default, under any and all default rights specified in the Security Documents and cause the Government, in its sole discretion, to immediately accelerate the full unpaid amount of the Note, foreclose under the Security Documents, and fully pursue all default rights specified in the Security Documents and all other remedies for collecting the Note.

(3.3.3) Any violation of these covenants by the Borrower or the Government's verifiable determination that the Borrower's financial condition has deteriorated and jeopardizes the Borrower's continuing ability to perform its responsibilities in connection with the loan, may cause the Government, in its sole discretion, to deem itself insecure and permit the Government to take action to limit potential losses in connection with a defaulted loan or loan in jeopardy of default including, but not limited to, requiring additional collateral or a greater equity contribution from the Borrower.

(4) INSURANCE REQUIREMENTS:

(4.1) PROPERTY COVERAGE:

(4.1.1) The Property located at 40 Commercial Street, Portland, ME must have business personal property insurance

for the replacement cost, with a minimum of \$2,485,000. In addition to the contents, coverage must include inventory, equipment, and work in progress.

(4.1.2) The Property located at 150 Main Street, Richmond, ME must have all risk building and personal property insurance for the replacement cost of the facility, with a minimum of \$2,348,000 building and \$2,000,000 business personal property. In addition to the building, coverage must include contents, inventory, equipment, and work in progress.

(4.1.3) Both Properties must have business interruption insurance for actual loss sustained at each location.

(4.1.4) Both Properties must have boiler and machinery insurance for an amount not less than the outstanding balance of this financing. The initial amount will not be less than \$5,719,902.

(4.2) LIABILITY COVERAGE:

(4.2.1) Both Properties must have a commercial general liability policy. Minimum limits of liability must be \$1,000,000 per occurrence plus \$2,000,000 general aggregate.

(4.2.2) Both Properties must have umbrella liability for a total of \$2,000,000 minimum.

(4.2.3) Both Properties must have a business auto policy placed at \$1,000,000 minimum to include all land motor vehicles, trailers, or semitrailers designed for travel on public roads and owned, leased, or otherwise controlled by the facility.

(4.2.4) Both Properties must have statutory state limits of workmen's compensation, including proper classifications for all workers, with coverage equal to or greater than \$100,000. The workmen's compensation coverage must include employer's liability with a minimum of \$100,000.

(4.3) GENERAL REQUIREMENTS:

(4.3.1) We must be provided in a timely manner with original policies, binders, and endorsements. Such policies must list the NMFS headquarters address as follows for the additional assured or mortgagee as indicated.

National Marine Fisheries Service
Financial Services Division, F/MB5
1315 East-West Highway
Silver Spring, MD 20910

(4.3.2) We must be named as additional assured on all liability insurance.

(4.3.3) We must be listed as first mortgagee on all property coverages.

(4.3.4) We must have thirty (30) days notice of cancellation on all coverages.

(4.3.5) We must be provided with our standard NMFS Form 2-267(a) shoreside endorsement for property and NMFS Form 2-267(b) shoreside endorsement for liability.

(4.4) Such other usual and customary insurances as we may require. We attach our standard requirements for insurance.

(5) INSPECTIONS:

The Government may cause inspectors (appraisers, surveyors, engineers, or architects) of its choice to inspect all Project Property and Equipment prior to Transaction closing.

Although the Government shall choose these inspectors, they shall work for the Government, and it may initially pay them, you are solely responsible for their cost. In the event that the Government pays them, you are obligated to reimburse the Government and hereby unconditionally promise to, within 30 days of its demand, pay for the cost of all such inspections. All amounts disbursed by the Government for this purpose shall, if not fully repaid to the Government by the date the Transaction is closed, be: (a) added, payable upon its demand, to the Note, (b) earn interest at the same rate as the Note, and (c) be secured by the Security Documents.

The Government will consult with you about the kind and cost of inspection services required. It shall endeavor to keep all inspections, and all costs for them, as reasonable as possible. Nevertheless, the choice of inspectors and services shall be the Government's, and failure of the inspection results to meet, for its sole purposes, its approval, or your failure to reimburse the Government for all inspection costs

shall constitute, in its sole discretion, either cause for withdrawal of the Approval Letter or a security default under the Security Documents.

(6) PRE-CLOSING:

(6.1) Please let our Regional Financial Services Branch at the address specified in (9) below, know, at least 45 days in advance, the date you need the Transaction closed. The Government will need to verify or arrange many things, for example:

(6.1.1) The depreciated actual costs eligible for the Transaction.

(6.1.2) The adequacy of all required insurance (communicate about insurance matters directly with our Central Insurance Servicing Unit at the address specified in (9) below, rather than our Regional Financial Services Branch).

(6.1.3) The absence of liens on property involved in the Transaction (other than those permitted herein).

(6.1.4) All closing documentation factors including the availability of your private counsel where the Transaction involves real property, U.C.C. filings, or other unusually complicated factors. *Where the Transaction involves real property mortgages or U.C.C. filings, your attorney will have to prepare, and submit all closing documents involving the real estate or U.C.C. filings to the Government before Transaction closing.*

(6.1.5) Your possession of all necessary permits, licenses, approvals, and other clearances required to do business.

(6.1.6) Verify that the Borrower continues to have no permit sanctions or Notice of Permit Sanctions and no unpaid final and unappealable civil penalties under the provisions of Federal statutes protecting living marine resources.

(6.1.7) No change in any party's financial or economic circumstances or prospects deemed by the Government to be materially adverse to its interest.

(6.1.8) The availability of all parties at Transaction

closing.

(6.1.9) The availability of all required documentation of good standing and authority to enter into the Transaction, etc.

(6.1.10) The accomplishment of all other matters that constitute, in its sole discretion, conditions precedent to the Government's willingness to close the Transaction.

(6.1.11) The time, date, and place of Transaction closing.

(6.2) The Government will prepare the appropriate documents to be executed by the parties at closing. In those circumstances where the Transaction includes real estate mortgages and/or Uniform Commercial Code filings, Borrower's attorney may be required to prepare the relevant documents including an opinion letter that the documents if appropriately recorded will adequately secure the interest of the Government for the term of the loan.

(7) CLOSING:

Our Regional Financial Services Branch will close the Transaction.

The Government will not close the Transaction unless all parties hereto have fully complied with all requirements of the Approval Letter and all subsequent Transaction closing instructions.

You must, at Transaction closing, provide funds for all required document filing, mortgage recordation, title transfer, or other fees that may be required to perfect the closing documents and complete the closing. You must, at Transaction closing, provide funds for any fees owed to Government. You must, at Transaction closing, provide funds to reimburse the Government for any inspection or other expenses it may have incurred in your behalf.

(8) POST-CLOSING:

The proceeds of the Note will be transferred, by electronic wire transfer if possible, to the parties indicated by the intent and purpose of the Approval Letter. Disbursement will occur after all Transaction closing documents required by the Approval Letter have been fully perfected (including transfer,

recording, and filing where required) and all other Transaction closing requirements have been completed and approved by the Government.

(9) CONTACT WITH US:

The Regional Financial Services Branch (Branch) that will close the Transaction and service the Borrower's loan during the life of the financing, is:

Financial Services Branch, F/MB51
National Marine Fisheries Service
55 Great Republic Drive
Suite 02-700
Gloucester, MA 01930-2209

Phone: (978)281-9222
Fax: (978)281-9375

Borrower may communicate with the Branch on all matters except insurance. Borrower shall communicate on all insurance matters directly with the Central Insurance Servicing Unit:

Insurance Servicing Unit
Financial Services Division, F/MB5
National Marine Fisheries Service
1315 East West Highway
Silver Spring, Maryland 20910

Phone: (301) 427-8767
Fax: (301) 713-1306

Borrower shall contact both the Branch and the Central Insurance Unit as soon as all parties required to do so have signed the Approval Letter and Borrower has returned the Approval Letter to the Branch. The Government and the parties will benefit by having as much time as possible to prepare for closing the Transaction.

This case number is FF-B-174. All correspondence with and checks to the Government must include this number.

(10) SIGNING THE APPROVAL LETTER:

All parties listed in the signature section of the Approval Letter must sign the Approval Letter in the designated spaces

provided and return it (with original signatures) to the Branch. This evidences the acceptance by all parties of the terms and conditions of the Approval Letter. Nothing can go forward until all parties have signed the Approval Letter and their original signatures thereon are in the Government's possession.

(11) GENERAL:

(11.1) The Chief, Financial Services Division, or his designee, may negotiate at any time, now or in the future, with any party to the Approval Letter, any creditor, or any other party whatsoever about: the Approval Letter, the liability of any party, the collateral securing the Transaction, the Security Documents, or any other matter affecting the Transaction. All parties will receive notice of any pending amendment and any resulting amendment of the Approval Letter shall require the written agreement of the parties, except those who have specifically waived notice or the necessity of their consent to amendments to the Approval Letter, the Note or any other Security Document. The parties hereby give the Government the right to enter into separate agreements with one or more of the parties, i.e. individually or with a subset of the parties hereto; such agreements may pertain to this Approval Letter's provisions, the Security Documents, the Note, Guaranty Agreements, or any other aspect of the Transaction. Any resulting change in the Approval Letter shall not be cause for damage, counterclaim, or set-off by any party hereto. It is the sole responsibility of all parties to verify for themselves the final conditions under which the Transaction is being closed.

(11.2) All parties must meet such other conditions as the Government may reasonably deem necessary to accomplish the intent and purpose of the Approval Letter and to otherwise protect the interest of the Government.

(11.3) With respect to the content herein, this Approval Letter is the entire and exclusive agreement between the parties, and supersedes all prior documents and offers. In the event of any inconsistency between the terms of this Approval Letter and the terms of the Security Documents, statutes or regulations applicable to this Transaction, then the Security Documents, statutes or regulations shall supersede the Approval Letter.

(11.4) All parties hereto forever waive all right to sue, or otherwise counterclaim against, the Government based on any claim of past, present, or future oral agreement between the parties.

(11.5) The provisions of the Approval Letter are severable and, in the event any portion thereof is held to be void, invalid, non-binding, or otherwise unenforceable, the remaining portion thereof shall remain fully valid, binding, and enforceable against all parties hereto.

(11.6) The Borrower and Guarantor (if any) acknowledge and agree that the Approval Letter and /or the Security Documents contain, or will contain, provisions for the protection of the Security interests of the Government (including, but not limited to, acceleration, assumption and subrogation provisions) liens, release of liens, payment of taxes, and other matters that the Government may prescribe. Any breach of the terms of the Approval Letter or Security Documents may, in the sole discretion of the Government, result in cancellation of the loan approval and void disbursement of loan funds.

(11.7) The exercise of any of the Government's rights shall be at its sole discretion. The Government's failure at any time to exercise any or all of its rights shall not constitute a waiver of any of those rights.

(11.8) In the event the Government determines, in its sole discretion, that any party's financial condition has deteriorated enough to jeopardize the Borrower's continuing ability to perform its responsibilities in connection with the loan, the Government may take action(s) to limit potential losses in connection with a defaulted loan or loan in jeopardy of default. These actions include, but are not limited to, requiring additional collateral or a greater equity contribution.

(11.9) This Approval Letter shall not, by implication or otherwise, be construed to limit or impair the power or authority of the United States of America to enforce the laws of the United States (and any regulations promulgated under those laws), including, but not limited to, the Magnuson-Stevens Fishery Conservation and Management Act, various treaties and implementing acts, or other applicable statutes. Accordingly, except to the extent that this Approval Letter

indicates that we have approved your loan application and intend to proceed to close this loan (subject to the terms and conditions within this Approval Letter, Security Documents, applicable regulations or guidelines, and other documents related to the Transaction), this Approval Letter does not constitute or imply the grant, by any other agency, division or department of the United States of America (including, but not limited to, any other unit of the National Marine Fisheries Service, the Department of Homeland Security, or the Department of Justice) of any other consent, accord, satisfaction, advice, or a waiver of rights, power or authority.

(12) SIGNATURES:

(12.1) The parties required to do so may sign the Approval Letter in any number of counterparts, and all such signed counterparts shall constitute one and the same Approval Letter.

(12.2) The undersigned hereby agree to, and shall henceforth be bound by and subject to, for the life of this loan, all provisions set forth in the Approval Letter or Approval Letter as amended.

(12.3) **FIRST PARTY:** United States of America, Acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service:

By: _____
Brian Summers
Financial Assistance Specialist

For: _____
Paul Marx, Chief
Financial Services Division

(12.4) SECOND PARTY: Shucks Maine Lobster, LLC:

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____

Title: _____

(12.5) THIRD PARTY: Indian Creek Investments

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____

Title: _____

(12.6) FOURTH PARTY: W. John Hathaway:

By: _____ Date: _____

W. John Hathaway

Witness:

By: _____ Date: _____

(Print Witness' Full Name)

(12.7) FIFTH PARTY: Sue-Ellen I. Hathaway:

By: _____ Date: _____

Sue-Ellen I. Hathaway

Witness:

By: _____ Date: _____

(Print Witness' Full Name)

(12.8) SIXTH PARTY: Linda L. Bean:

By: _____ Date: _____
Linda L. Bean

Witness:

By: _____ Date: _____

(Print Witness' Full Name)

Exhibit 4

Lease Agreement

LEASE AGREEMENT
for a Portion of
PORTLAND OCEAN TERMINAL

This lease, made in triplicate original as of the 18th day of April, 2013, by and between the **CITY OF PORTLAND**, a Maine municipal corporation having its principal place of business at 389 Congress Street, Portland, Maine (hereinafter referred to as "Landlord") and **SHUCKS MAINE LOBSTER, LLC**, a Maine limited liability corporation with a mailing address of 190 Mills Rd. Kennebunkport, ME. 04046 (hereinafter referred to as "Tenant").

WHEREAS, Landlord has available warehouse space at the Portland Ocean Terminal ("POT") located at 40 Commercial Street in Portland; and

WHEREAS, Tenant wishes to lease warehouse space within the POT; and

WHEREAS, Landlord agrees to lease warehouse space to Tenant, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained,

WITNESSETH:

1. Premises; Security:

- a. The property described below and depicted on Exhibit A, attached hereto and made part hereof are collectively, the "Premises".
- b. Landlord does hereby lease, demise and let unto Tenant approximately 18,800 square feet of warehouse space for its exclusive use located within the central portion of the POT warehouse, and depicted as "Shucks Primary Lease Area: +/- 18,800 sq ft" on Exhibit A. Tenant shall have no authority to modify or make any changes to the Premises without the prior consent of Landlord which consent shall not be unreasonably withheld. Landlord hereby accepts the modifications, improvements, and changes proposed in Exhibit A attached hereto.
- c. Tenant, at its own cost and subject to approval by Landlord, shall install a structure, such as an interior wall or fence to separate the Premises from the remainder of the POT as shown in Exhibit A attached hereto.

- d. Tenant, at its own cost and subject to approval as to design and construction by Landlord, shall construct two loading docks and doors, a nitrogen tank and an additional door for employee access on the southwestern side of the POT generally as shown in Exhibit A attached hereto to access the property depicted on Exhibit A. The location of such improvements is subject to agreement between Tenant and Landlord. Once completely constructed, Tenant shall have access to the loading docks on both the west and east sides of the Premises for acceptance of deliveries and shipping by vehicle, during the term of this lease. Upon termination of this lease, all such improvements, excluding the nitrogen tank, shall become property of the Landlord, without cost to the Landlord or payment to Tenant subject to Section 14. Tenant shall promptly remove the nitrogen tank, upon termination, or sixty (days) from date of termination, or it shall become the property of the Landlord.
- e. Security Rules: Tenant shall comply with all safety and security requirements in its operations hereunder. All Tenant employees working at the POT shall obtain a Transit Worker Identification Credential (TWIC) and shall display such TWIC cards at all times when at the POT, whether within the Premises or on the Common Use Space. Tenant further agrees that its officers, employees and agents shall abide by the provisions of the Landlord's Federal Facility Security Plan, and with any other security directives or policies that may be promulgated from time to time by the Landlord, the State of Maine or by agencies of the Federal Government during the term of this Agreement, all of which are attached as Exhibit B and made a part hereof. If required by the U.S. Coast Guard or other agency(ies) with appropriate jurisdiction, Tenant shall create its own Facility Security Plan.

Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of Tenant's (including its officers, volunteers and employees) failure to comply with the covenants of this paragraph, and such failure shall be deemed a default under this Agreement.

- f. Access: Tenant shall be provided with access to the Premises on a twenty-four (24) hour basis through the use of a key, and Tenant shall be responsible for ensuring that its employees understand the security requirements of POT and that only Tenant's authorized persons are provided access, and in the course of doing the Tenant's business. Authorized persons shall include Tenant's officers, employees, guests, clients, customers, inspectors and visitors from adjoining cruise ships and boats who have entered POT security space.
- g. The Tenant's rights of occupancy are subject to the right of the Landlord to occasionally use the Premises for access to the portions of the Maine State Pier/Portland Ocean Terminal, and to that extent Tenant's rights are not

exclusive. Such use by the Landlord shall be made in a manner so as to not interfere with the Tenant's use, to the extent reasonably possible.

2. Term.

- a. Subject to the Section below concerning termination, the initial term of this Agreement shall commence six (6) months from the date of Landlord's approval of Tenant's construction plans that have received all necessary permits and licenses and shall continue for a fifteen (15) year term. That portion of the rights leased hereunder which is the right to use parking spaces (see Section 6 below), shall have a different Term; with respect to those rights only, the term is for two years, from the date this leasehold begins; the term of these rights to use parking shall automatically renew for two years, unless either party hereto gives notice before December 1 of any year, of nonrenewal; and these rights to use parking spaces shall not renew for any period after the Term described above has ended.
- b. Option to Lease Northwesterly Additional Space: Tenant shall have the right to lease the adjoining area shown as "Shucks Expansion Option: +/- 5,700 sq ft" on the attached Exhibit A, under the same terms and conditions outlined in the Lease herein, and with a pro rata adjustment to the rent due hereunder. If not exercised before July 1, 2015, this Option shall then expire. The option shall be exercised by giving the Landlord written notice, at least 60 days prior to the desired occupancy date.
- c. Option to Lease Southeasterly Additional Space: Tenant shall have the right to lease the adjoining area shown as "Shucks or Ready Expansion Option: +/- 9,200 sq ft" on the attached Exhibit A, under the same terms and conditions outlined in the Lease herein, and with a pro rata adjustment to the rent due hereunder. If not exercised before July 1, 2016, this Option shall then expire. The option shall be exercised by giving the Landlord written notice, at least 60 days prior to the desired occupancy date. If Ready notifies the Landlord that it desires to exercise its subordinate option to lease this same space, Tenant must either exercise its option within 15 days of receiving notice from Landlord that Ready has given such notice to the Landlord, or Tenant's option to lease this space shall terminate.

3. Permitted Uses.

- a. Tenant Uses: Tenant may use the Premises for any permitted conditional use or uses in accordance with City of Portland Code of Ordinance, including but not limited to wholesale, offloading, warehousing, storage, packaging, shipping, receiving, processing, manufacturing, office space, refrigerated and freezer storage, food service, preparation and testing, educational display and cooking, and any other necessary activities associated with Shucks Maine Lobster as

determined by the Planning Authority to be consistent with the Eastern Waterfront Zone or its successor.

- b. Tenant may, upon receipt of written consent of Landlord which consent shall not be unreasonably withheld, make physical improvements to Premises to support Tenant's use.
- c. Landlord uses: Landlord reserves the right to permit other parties to use the remainder of the POT warehouse (other than the Premises) during the term of this Agreement and thereafter, so long as such use does not unreasonably interfere with the use of the Premises by Tenant as permitted or required by this Lease Agreement.
- d. Tenant agrees to use commercially reasonable efforts to work with the Landlord to coordinate Tenant's use of the Premises with other tenants and users of the POT warehouse, as well as other uses of the Maine State Pier.
- e. Nothing herein is intended to create, nor shall it be deemed to be, a joint venture between the parties.

4. Rent.

Rent for the Premises shall be \$10.54 per square foot per annum during the initial term of the Lease, during 2013, payable in equal monthly payments in advance on the first day of each month of the term of this Lease Agreement. The Rent shall increase by two percent (2%) each year thereafter, on January 1 of each year. Tenant shall only be responsible, in the final calendar year of this Lease, for the prorated portion of the annual Rent, corresponding with the date of termination of this Lease.

5. Utilities.

The Landlord shall provide, at Tenant's expense, separate electrical and water meters or submeters to separate Tenant's electrical and water usage from that of Landlord and other users of the POT. Tenant shall pay Landlord monthly for its water and electric usage. Landlord is not responsible for providing heat to the Premises.

6. Parking.

Landlord shall provide 10 parking spaces in the Thames Street gravel lot located on Commercial Street across from Ocean Gateway, or another mutually agreed upon location for exclusive use by Tenant. See Section 2 for term of this right to use parking spaces.

Landlord shall provide three (3) parking spaces on the State Pier for exclusive use by Tenant.

Landlord shall not allow any parking other than by Tenant or Tenant's delivery vehicles immediately adjacent to the POT. Landlord shall maintain a striped pedestrian walkway along the west side of the POT from the Main Gate to the end of the Tenant's Premises.

Landlord hereby grants Tenant the right to use the wharf on the east side of the POT for pedestrian and vehicle traffic for the purpose of access to the Premises for employees, invited guests, and delivery vehicles who have obtained proper security clearance. Landlord may limit vehicular traffic in this area on days when cruise lines are docked at the POT.

7. Tenant to Plow and Remove Snow

Tenant, at Tenant's expense, shall be responsible for plowing and removing snow from the loading dock access area and driveway.

8. Tenant to Remove Trash and Debris.

Tenant, at Tenant's expense, shall maintain the entire portion of the Premises in the same condition and repair as it has on the commencement of this Agreement, except only for reasonable wear and tear, and shall remove all trash and debris attributable to it from the Premises. No waste, water, process water, or trash or other material or fluid(s) shall be placed in the waters under or near the Premises, without Tenant providing written notice of the same to Landlord, and demonstrating to Landlord that any required permits or approvals have been obtained by Tenant, and only with written permission from Landlord which permission shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord does hereby consent to Tenant operating a raw seawater intake and discharge system on the Premises in conjunction with its live lobster tanks, if any, if permitted by law and if any applicable permits have been obtained by Tenant.

9. Compliance with Laws.

Tenant shall, at its own cost and expense, promptly observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city governments, including the City Of Portland Facilities rules as they may be amended from time to time, and of all other governmental authorities, affecting the Premises or appurtenances thereto, while such laws or regulations are in force, regardless of when enacted. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of Tenant's failure to comply with the covenants of this Section, and such failure shall be deemed a default under this Agreement. Tenant shall be responsible for obtaining all necessary permits and licenses required for its use and occupancy of the POT at its own cost and expense.

10. Indemnification.

- a. General. To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to Landlord employees or property), including but not limited to claims based upon violation of any environmental law or regulation, except to the extent that such claims arise from a negligent act or omission of the Landlord, its officers, agents, servants or employees.

Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, material men, and suppliers. In cases in which Landlord is a party, Landlord shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to Landlord which would otherwise exist.

- b. Without limiting the foregoing, to the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or damage to Tenant's officers, agents, employees, contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the POT, the parking provided, the Premises, or any POT warehouse property or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the Landlord harmless from any such liability, claims, damages, losses or expenses.
- c. Covenant against liens: Tenant shall not cause or permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord, Tenant shall post a bond warranting payment of any such lien in the event Tenant contests such lien.
- d. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

11. **Insurance.**

- a. Amounts. Without expense to the Landlord, and with no lapse in coverage, Tenant shall procure and maintain, at its own cost, and show evidence to the Landlord of the following insurance to protect the Landlord from claims and damages which may arise from Tenant's operations under this Agreement, whether such operations shall be performed by the Tenant or by anyone directly or indirectly employed by it, in the types and minimum amounts set forth below:

<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
(i) Commercial General Liability	B.I./P.D.	\$1,000,000
(ii) Automobile Liability Insurance		\$ 400,000
(iii) Worker's Compensation		Maine statutory amount

- b. Landlord protected. The Landlord shall be named as an additional insured under items (i) and (ii) above. Tenant shall also provide evidence of Workers Compensation coverage in the statutory amounts.
- c. Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement.

All policies required hereunder shall be primary to any insurance or self-insurance which Landlord may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

- d. Certificates. Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall at all times while this Agreement is in effect provide Landlord with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

12. Assignment/Subletting.

Tenant shall not sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the term of this Agreement. No such assignment or subletting shall relieve Tenant of any obligations hereunder and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefore in the same manner as Tenant.

Landlord hereby grants the following exception: Tenant may collaterally assign this Agreement to a bona fide Lender for the purposes of obtaining and/or securing financing.

13. Casualty Damage.

- a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Tenant. Provided, however, in the event of such destruction or damage, either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Agreement shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.
- b. Tenant shall be responsible for covering the equipment and supplies with such property and casualty insurance as it deems necessary and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to its property, equipment and/or supplies while located at the POT, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant shall defend, indemnify and hold the Landlord harmless from any claim based upon any damage, loss or casualty to its property, equipment and/or supplies while at the POT. Any casualty insurance obtained by Tenant for its property, equipment or supplies at POT shall include a waiver of subrogation against the Landlord.

14. Termination for Convenience or Cause.

- a. Landlord may, in its discretion and for its convenience, terminate this Agreement upon no less than Three Hundred Sixty (360) days prior written notice to Tenant. In the event of termination during a rental period, Landlord will reimburse to Tenant documented initial construction expenditures made by Tenant for the purposes of build-out, improvements, additions or installations to the Premises, but such reimbursement shall be calculated as set forth below, in subsection (b) and in no event shall exceed \$1,000,000; also in the event of termination,

Landlord will reimburse Tenant for the pro-rated amount paid in rent for any time period after the effective date of the termination; provided, however, that Tenant shall remain liable to pay any Rent accrued and owed for the time period prior to the effective date of termination.

- b. The reimbursement under subsection (a) above will be based upon the initial investment amount not to exceed \$1,000,000 (Tenant is of course free to invest more than this, but this amount is, as stated above, the limit for the purpose of this reimbursement) and the reimbursement required under this Section shall be reduced over fifteen (15) years per annual schedule shown on Exhibit C.
- d. Either party may terminate this Agreement upon no less than Thirty (30) calendar days' prior written notice for failure of the non-terminating party to comply with the terms and conditions of this Agreement. In such event, the non-terminating party shall have the right to cure such default within the Thirty (30) day period or in the case of default in any payment due hereunder, within Ten (10) calendar days of receipt of notice of such default. Such notice of default shall be required to coincide with a rental period.
- d. Upon any termination of this Lease for reasons other than Convenience as outlined in 14(a) above, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of Section 15 herein regarding Return of Premises. If this lease is terminated, Tenant shall remain liable to Landlord for all Rent accrued and unpaid up to the date of such termination. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of this Agreement or termination of this Agreement other than as outlined in 14 a. above.

15. Return of Premises; Trade Fixtures.

Tenant at the expiration or termination of this Agreement shall peaceably yield up to Landlord the Premises in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties not caused by Tenant, its officers, employees, agents, invitees or contractors excepted. Tenant shall remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant at its expense. Should Tenant fail to remove its fixtures, equipment or property within Ninety (90) days of a notice to do so from Landlord, ownership of such fixtures, equipment and property shall automatically be vested in Landlord and Landlord have the right dispose of such fixtures, equipment and property in any manner it sees fit, and retain all proceeds therefrom. Notwithstanding the foregoing, Tenant shall continue to be liable to Tenant for the costs of any such removal and disposal in excess of any such proceeds.

16. Covenants.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the term of this Agreement. Each party covenants that the Agreement is signed by a duly authorized individual.

17. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Tenant: John Hathaway
Shucks Maine Lobster, LLC
190 Mills Rd.
Kennebunkport, ME. 04046

To Landlord: Mark H. Rees
City Manager
389 Congress Street
Portland, Maine 04101
cc: Director of Public Buildings (~~at same address~~)

*239 Park Avenue, Portland ME
04102*

The Landlord's representative for administration of this Agreement shall be the Director of Public Buildings or his/her authorized designee.

18. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

20. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be

no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

21. Non-Waiver.

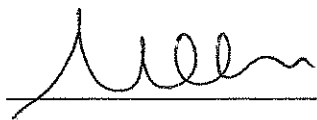
No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

22. Brokers.

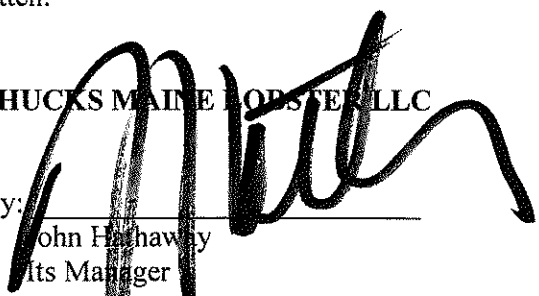
Landlord and Tenant each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with this Agreement. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:



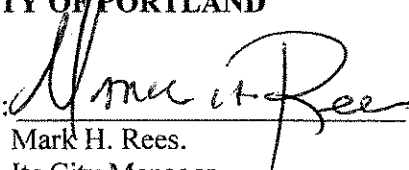
SHUCKS MAINE LOBSTER LLC

By: 

John H. Hawley
Its Manager

WITNESS:

CITY OF PORTLAND

By: 

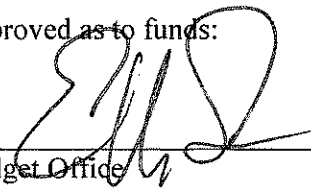
Mark H. Rees.
Its City Manager

Approved as to form:

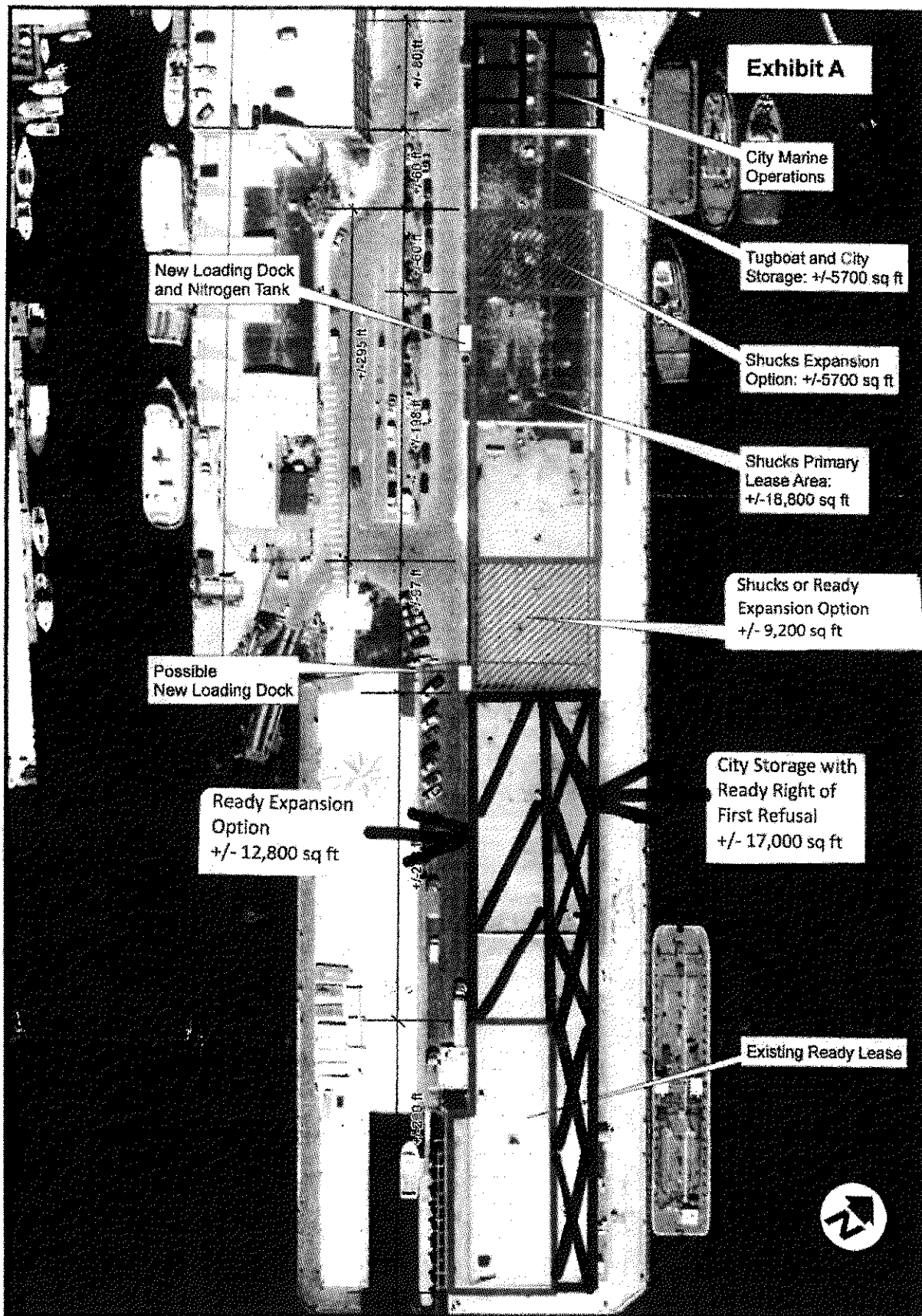


Corporation Counsel's Office

Approved as to funds:



Budget Office



Portland Ocean Terminal: Use Proposals

100 50 0 100 Feet

Map produced by the City of Portland Planning Division from Portland GIS Program 2012 data. Intended for orientation only, not for design. All dimensions are approximate. Field verify. June 2013

Handwritten signature

EXHIBIT B

Tenant shall comply with all safety and security requirements in its operations hereunder.
Applicability: 33 CFR 105.255

Addendum:

USCG Navigation and Inspection Circular 3.3 c. TWIC Escorting

The purpose of the TWIC Program is to ensure that only individuals who possess a TWIC are granted unescorted access to restricted & secure areas. This means that those who do not possess a TWIC but still have a need to enter the secure/restricted area must be escorted if granted access to a secure/restricted area by the owner/operator.

Escorting means ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted." There are two specific escort categories:

- (1) Escort within secure areas;
- (2) Escort within restricted areas.

Escorting in secure areas: Appropriate physical accompaniment exists with one TWIC holder escorting no more than 10 non-TWIC holders.

Escorting in restricted areas: Appropriate physical accompaniment exists with one TWIC holder escorting no more than 5 non-TWIC holders.

Escorting ratios do not apply when non-TWIC holders are transported in an enclosed vehicle. In this case, one TWIC holder who is driving or riding in the vehicle can escort any number of passengers as long as they are only allowed to depart the vehicle in a location where other TWIC holders will be able to escort them or where they will not need to be escorted (e.g. a public access area or outside the facility). This applies in both secure areas and also restricted areas.

Escorting requirements must be met once the non-TWIC holders depart the vehicle.

A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be 'MT' or similar, located in the bottom right corner of the page.

Exhibit C

SHUCKS LEASE VERSUS CITY BUY-OUT AMOUNT

YEAR	RENT (18,800 sf w/2% annual escalator)	CITY BUY-OUT AMOUNT	CUMULATIVE RENT VERSUS BUY-OUT DIFFERENCE
2014	\$202,100	\$0	202,100
2015	\$206,142	\$933,000	-\$524,758
2016	\$210,265	\$866,000	-\$247,493
2017	\$214,470	\$799,000	\$33,977
2018	\$218,760	\$732,000	\$319,737
2019	\$223,135	\$665,000	\$609,871
2020	\$227,597	\$598,000	\$904,469
2021	\$232,149	\$531,000	\$1,203,618
2022	\$236,792	\$464,000	\$1,507,410
2023	\$241,528	\$397,000	\$1,815,939
2024	\$246,359	\$330,000	\$2,129,297
2025	\$251,286	\$263,000	\$2,447,583
2026	\$256,312	\$196,000	\$2,770,895
2027	\$261,438	\$129,000	\$3,099,333
2028	\$266,667	\$0	\$3,495,000
TOTAL	\$3,495,000		



Exhibit 5

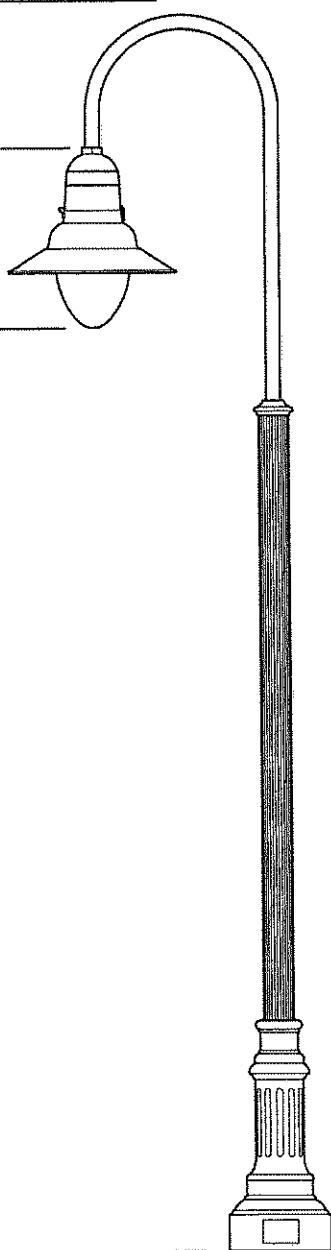
Lighting Cut Sheets & Nitrogen Tank Details

SBCA6 Bishops Crook-A6

Luminaires: Pendant

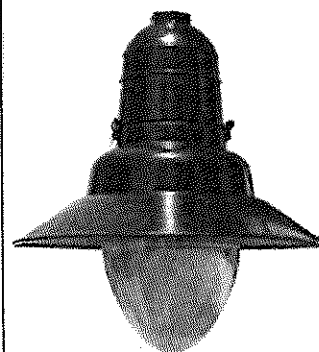
Luminaire Height: 30"
Diameter: 28"

A perennial favorite for street, park and plaza lighting, the SBCA6 Bishops Crook-A6 luminaire is currently enjoying a new upsurge in popularity for several reasons. The downward facing prismatic globe delivers an uninterrupted hemisphere of directed light. It is structurally rugged, hence extremely vandal resistant. It is available in a broad range of power ratings, up to 250 watts in Metal Halide and High-Pressure Sodium. Thus, making it eminently adaptable to virtually every possible public lighting circumstance.



*Shown with
Pole: SAL-IVP-5H-12'
Roadway Arm: LYN30*

Removable ballast plate for easy maintenance. Hinged refractor door for easy relamping. Mates magnificently with a plain, or, ornamented Bishops Crook pole to impart Renaissance urbanity to any street, plaza, or mall.



For Ordering Information see reverse.



SBCA6 is designed to utilize a wide range of light sources, including High Intensity Discharge (HID), Induction and others. These light source families provide the highest efficiency in lumen output, service life and energy use.

Sentry
ELECTRIC

SBCA6 Bishops Crook-A6

Sentry Electric LLC

185 Buffalo Avenue, Freeport, New York, 11520

Telephone: 516.379.4660 Fax: 516.378.0624

www.sentrylighting.com

info@sentrylighting.com

SBCA6 Bishops Crook-A6

Luminaires: Pendant

Product Features

Construction

All components are made from high-strength ASTM 356.1 cast aluminum and heavy gauge spun aluminum. Top casting shall have a cast aluminum captive hinge and (1) solid catch with thumb triggered secondary lock securing the liberty bell spinning which allows quick and easy access to the ballast compartment. Removable ballast plate for easy maintenance. The refractor door shall be a cast aluminum two piece ring set with integrated hinge for easy relamping.

Optical

Injection-molded polycarbonate, or acrylic prismatic globe with specular internal reflector. Available in symmetrical and asymmetrical light distribution.

Available in a wide range of lamp choices and wattage ratings including High Intensity Discharge (HID), Incandescent and Induction.

Electrical

Meets UL 1598 for Safety. Luminaire shall have porcelain socket rated for 600V with 4kV pulse and uses a nickel-plated screw shell with spring-loaded center contact and lamp grips. Luminaires shall be prewired and factory tested. The ballast shall be a high power factor, constant wattage autotransformer type. The power factor shall be at least 90%.

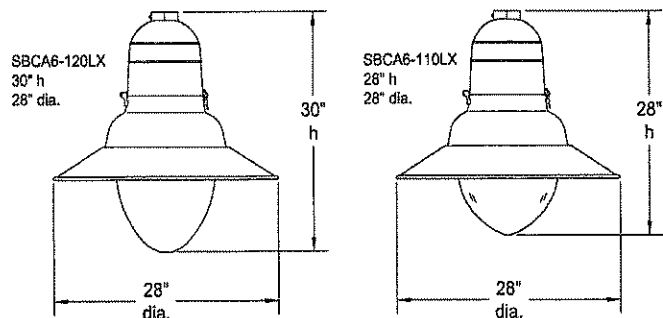
Finish

To insure product durability, all exposed metallic surfaces shall be finished with a high performance coating consisting of high gloss Super Durable polyester powder coat paint to be applied utilizing a multistage process that includes phosphate pretreatment, electrostatic powder application, and convection curing. Paint shall be weather, corrosion, abrasion, and UV resistant in compliance with the American Architectural Manufacturers Association's specification AAMA 2604-05. Color to be specified.

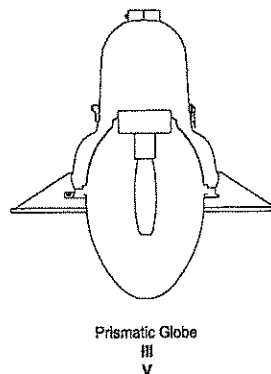
Mounting

Mounts to a 2" NPS nipple using a 2" NPS coupling in top casting of luminaire. (1) 3/8"-16 UNC stainless steel allen head cup point set screw stops the luminaire from unwanted movement on the 2" NPS nipple.

Model



Optical System



Ordering Information

Choose the **boldface** catalog references that best suit your needs.

Example: **SBCA6 - 120LX - 250MHPS - 120V - ACR - V - HSS - BK**

Model	Globe Option	Wattage/ Lamp		Voltage	Globe Material	Options	Finish
SBCA6	110LX 110LX "Short" Globe	INC Incandescent		Single Line	(blank) Polycarbonate	HSS House	BK Black
	120LX 120LX "Long" Globe (Standard)	100HPS 100 watt High Pressure Sodium 150HPS 150 watt High Pressure Sodium 200HPS 200 watt High Pressure Sodium 250HPS 250 watt High Pressure Sodium 175MH 175 watt Metal Halide* 250MH 250 watt Metal Halide* 85QL 85 watt QL Lamp (120V, 200 - 277V) 165QL 165 watt QL Lamp (120V, 200 - 277V) 70ICE 70 watt Icetron (120 - 277V) 100ICE 100 watt Icetron (120 - 277V) * Available Pulse Start, ADD PS, i.e. 175MHPS Consult factory for other lamping options.		120V 480V Multi-Tap 120V-MT 208V-MT 240V-MT 277V-MT	ACR Acrylic	Side Shield	(Standard) BZ Bronze FG Federal Green GR Gray
					Distribution		
					III Prismatic Globe, Type III V Prismatic Globe, Type V		Custom finish consult factory.

PROJECT DESIGN CRITERIA

- 1). REFERENCE THE "BILL OF MATERIAL" ON THIS SHEET. THE SITE WORK, ie CIVIL, ELECTRICAL, PERMITTING etc, IS THE RESPONSIBILITY AND OWNED BY THE "CUSTOMER" AS SHOWN. THE PRODUCT SUPPLY SYSTEM, ie TANK, VAPORIZERS & INTERCONNECTING PIPING, IS THE RESPONSIBILITY AND IS OWNED BY "PRAXAIR INC."
- 2). ALL ACCESS ROADWAYS ARE THE RESPONSIBILITY OF THE CUSTOMER AND ARE TO BE CAPABLE OF SUPPORTING 80,000 lbs. AASHTO HS-20 LOADING.
- 3). THIS FOUNDATION SYSTEM IS DESIGNED ASSUMING THE FOLLOWING CONDITIONS:
2000 psf SOIL BEARING CAPACITY
90 MPH WIND LOAD EXPOSURE "C"
SEISMIC ZONE 2 ESSENTIAL SERVICE
NORMAL WATER TABLE CONDITIONS
IN ACCORDANCE WITH A.C.I.318 LATEST EDITION
FOR CONDITIONS OUTSIDE THESE CRITERIA IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE SUITABLE FOUNDATION DESIGNS THAT MUST BE APPROVED BY "PRAXAIR INC." BEFORE CONSTRUCTION.
- 4). CONTRACTOR TO REMOVE TOPSOIL UNTIL A SUITABLE BASE IS ESTABLISHED FOR GRAVEL UNDERLAYMENT IF CONDITIONS CANNOT BE MET AT DRAWING DEPTHS.
- 5). CONTRACTOR TO USE AIR ENTRAINED 4"-5" SLUMP CONCRETE; ASTM #C-150 TYPE I, FC=3000psi @ 28 DAYS. OR ASTM #C-150 TYPE III, FC=3000psi @ 7 DAYS.
- 6). ROUND EDGES OF PADS WITH SIDEWALK EDGING TOOL.
- 7). TOP OF PADS TO BE BROOM FINISHED AND LEVEL. ALL PAD ELEVATIONS TO BE REFERENCED FROM CHOSEN BENCHMARK.
- 8). SKIRTING OF PAD TO BE BELOW FROST LINE PER LOCAL BUILDING CODES.
- 9). BUMPER POSTS TO BE FILLED WITH CONCRETE. IN MULTIPLE POST INSTALLATIONS, ALL POST TOPS ARE TO BE IN A LINE.
- 10). BUMPER POSTS TO BE PAINTED; BLAST=SSPC-SP6 PRIME=2.5mil RED OXIDE PAINT=2.5mil SAFETY YELLOW W/3 STRIPS OF REFLECTIVE TAPE AT TOP OF POST.
- 11-A). INDIVIDUAL PADS ie: TANK, VAPORIZER etc, TO BE SEPARATED WITH A SAWCUT 1/3 OF D_t DEEP (WHERE D_t IS THE TOTAL DEPTH OF THE SLAB).
- 11-B). INDIVIDUAL PADS ie: TANK, TRANSFER etc, TO BE SEPARATED WITH AN ISOLATION JOINT. USE PLYWOOD TREATED WITH WAX (OR EQUIV BOND-BREAKER). EXCEPT ON TOP FACE, TOP OF PLYWOOD TO BE 1" FROM TOP OF CONCRETE; THIS SURFACE TO BE SEALED W/ "CS-2727" FLEXIBLE EPOXY JOINT SEALER (OR EQUIV.).
- 12). ALL OUTDOOR RECEPTACLES AT SITE TO BE PROTECTED WITH GROUND FAULT INTERRUPTERS.
- 13). ALL ELECTRICAL COMPONENTS NOT INSTALLED WITHIN A BUILDING MUST BE IN WEATHERTIGHT ENCLOSURES.
- 14). VOICE GRADE PHONE LINE MUST BE DEDICATED LINE. FOR CUSTOMERS WITH AUTOMATIC PRODUCT ORDERING.

BILL of MATERIAL

ITEM	QTY	U/M	DESCRIPTION	SUPPLIER
1	1	EA	VESSEL CRYOGENIC STORAGE, TL-11000 - LIQUID NITROGEN	PRAXAIR
2	1	EA	MODULE, LIQUID CONDITIONING MODULE	PRAXAIR
3	1	EA	MANIFOLD, PRESSURE BUILDING/ECONOMIZER	PRAXAIR
4	1	EA	VAPORIZER, HEX 2x2	PRAXAIR
5	0	EA	MODULE, LIQUID DEWAR FILL	PRAXAIR
6	0	EA	MODULE, CRITICAL FLOW, w/ -100F TO +100F THERMOMETER.	PRAXAIR
7	0	EA	MODULE, FILTER, 1" PS	PRAXAIR
8	0	EA	MIXER, THERMCO,	PRAXAIR
9	1	EA	MODULE, "TRACKER", REMOTE TELEMETRY UNIT, VS-2	PRAXAIR
10	0	EA	MODULE, REMOTE FILL	PRAXAIR
11	0	EA	MODULE, EXTENDED FILL w/ STAND.	PRAXAIR
12	AS REQ'D		BOLT, CHEMICAL ADHESIVE, HILT OR OTHERS	PRAXAIR
13	4	EA	PIPE, 6" SCH 60 x 72" Lg, C-STL	CUSTOMER
14	AS REQ'D		BAR, NO. 6, ASTM TYPE A-615, GRADE 60	CUSTOMER
15	AS REQ'D		BAR, NO. 8, ASTM TYPE A-615, GRADE 60	CUSTOMER
16	AS REQ'D		BAR, NO. 4, ASTM TYPE A-615, GRADE 60	CUSTOMER
17	AS REQ'D		BAR, NO. 5, ASTM TYPE A-615, GRADE 60	CUSTOMER
18	AS REQ'D		FENCE, GALVANIZED CHAIN LINK 2" MESH, 9 GA. X 72" HIGH	CUSTOMER
19	1	EA	GATE, SLIDING, 72" WIDE MIN, CHAIN LINK, 9 GA. X 72" HIGH	CUSTOMER
20	1	EA	GATE, SWING, 36" WIDE MIN, CHAIN LINK, 9 GA. X 72" HIGH	CUSTOMER
21	AS REQ'D		CONCRETE, SEE NOTE # 5	CUSTOMER
22	AS REQ'D		120V / 15A SERVICE (UNDERGROUND CONDUIT)	CUSTOMER
23	AS REQ'D		VOICE GRADE PHONE LINE (UNDERGROUND CONDUIT), NOTE #14	CUSTOMER



PRAXAIR NO. 5609931

FILE: SHUCKS_MAINE_LOBSTER

DRAWN BY: DJB DATE: 5-4-08

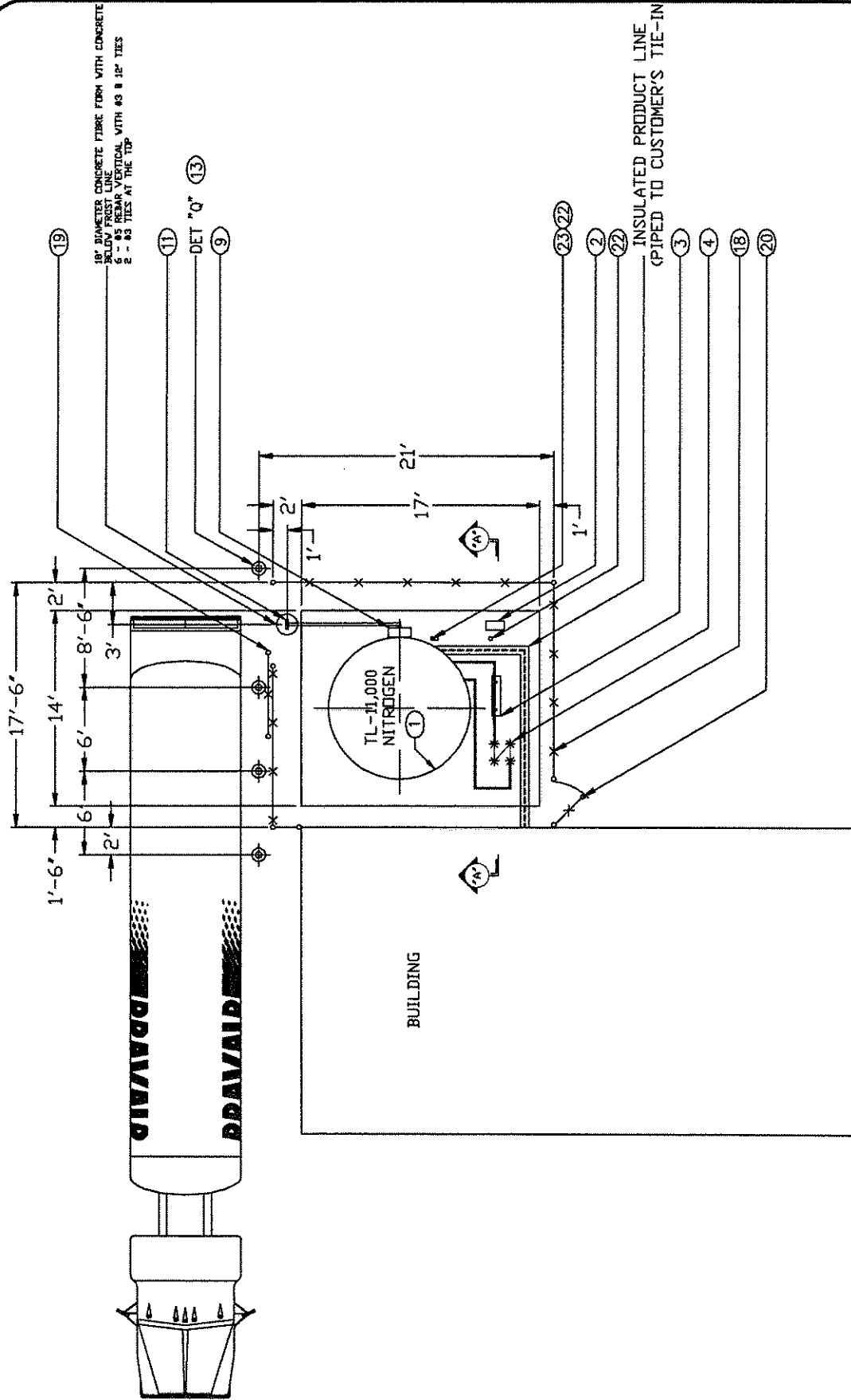
CHECK BY: SCALE: 1"=10FT

APPROVED BY: REM SHEET 1 OF 3

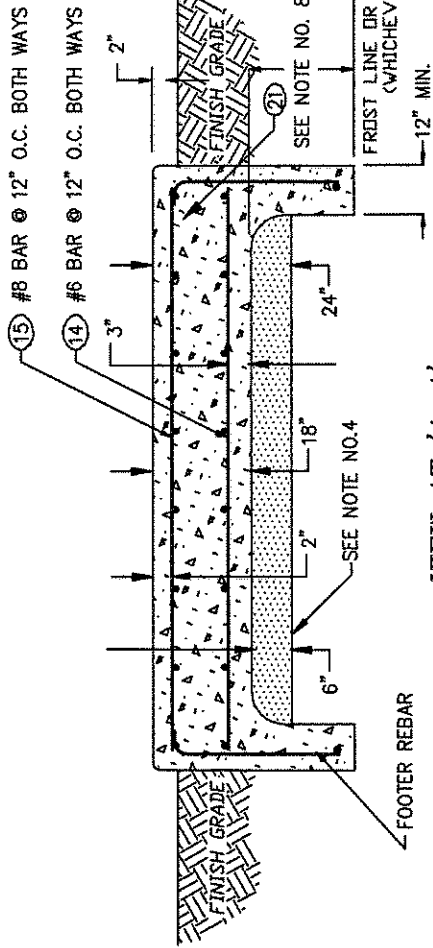
REV. DATE

PROJECT: SHUCKS MAINE LOBSTER

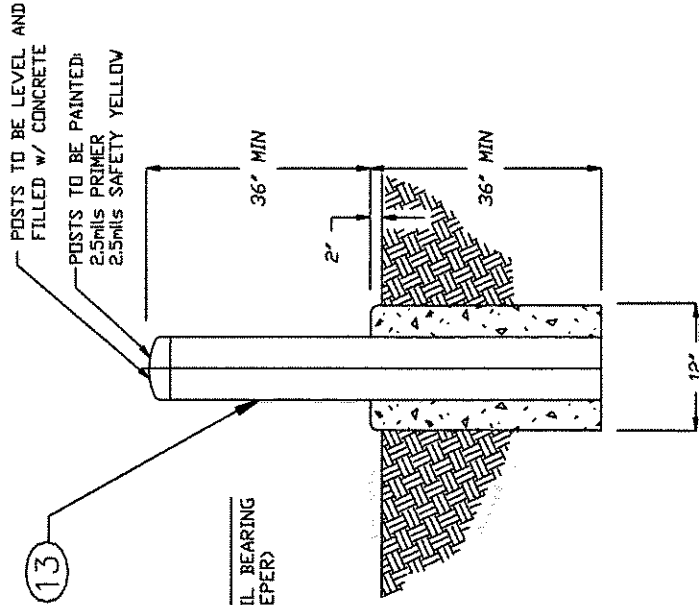
LOCATION: RICHMOND, ME 04357



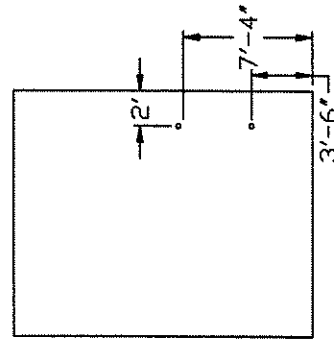
PRAXAIR <i>Making Our Planet More Productive</i> CUSTOMER SERVICE		PRAXAIR NO. 5609931	
PROJECT: SHUCKS MAINE LOBSTER LOCATION: RICHMOND, ME 04357		FILE: SHUCKS_MAINE_LOBSTER	
		DRAWN BY: DJB	DATE: 5-4-08
		CHECK BY:	SCALE: 1"=10FT
		APPROVED BY: REM	SHEET 2 OF 3
		REV.	DATE:



VIEW AT 'A-A'
TANK PAD FOR: TL-11000
NO SCALE



DETAIL "Q"
BUMPER POST
NO SCALE

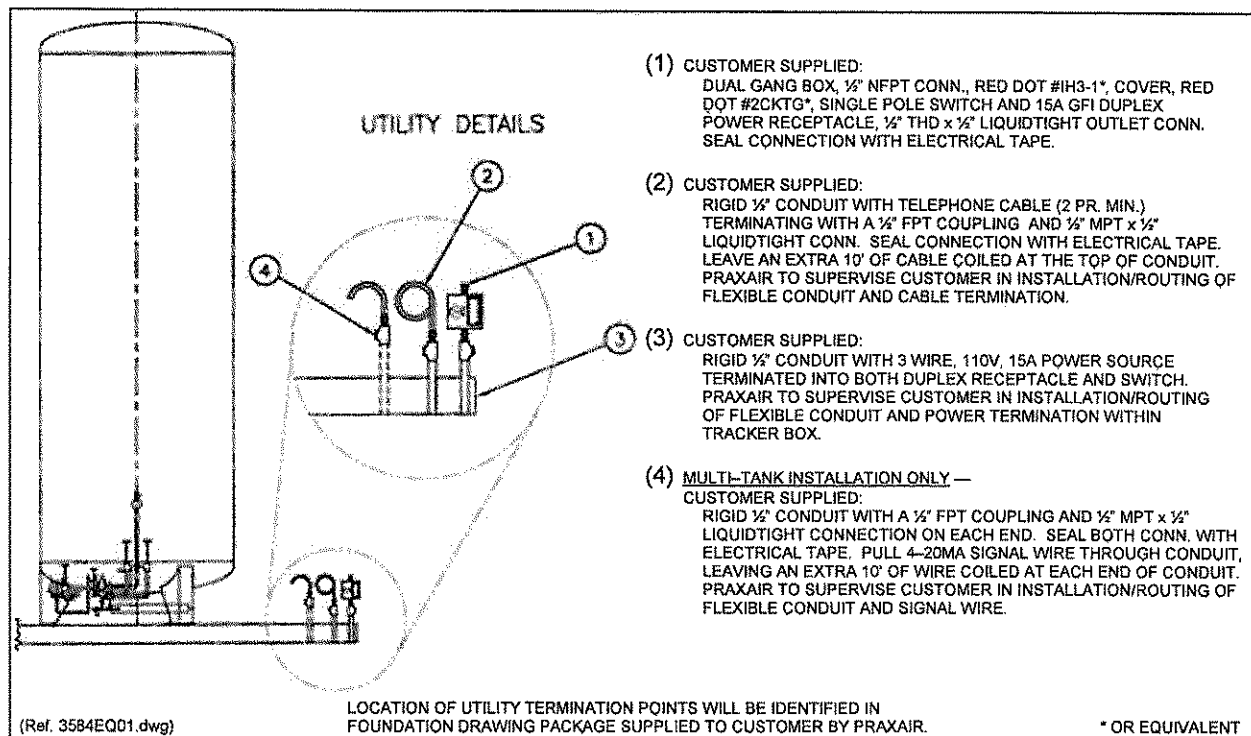


PRAXAIR <i>Making Our Planet More Productive</i>		PRAXAIR NO. 5609931	
CUSTOMER SERVICE		FILE: SHUCKS_MAINE_LOBSTER	
		DRAWN BY: DJB	DATE: 5-4-08
		CHECK BY:	SCALE: 1"=10FT
		APPROVED BY: REM	SHEET 3 OF 3
		REV.	DATE:
PROJECT: SHUCKS MAINE LOBSTER			
LOCATION: RICHMOND, ME 04357			



Tracker™ RTU Utility Requirements for Non-Hazardous¹ Locations

Praxair Tracker™ remote telemetry unit (RTU) operation requires a dedicated supply of 120-volt AC power and standard (direct inward dialing) telephone service. Installation of the power and telephone service must adhere to National Electrical Code® (NFPA 70™) requirements. Utility details are provided in the following diagram.



Rigid conduits for the power and telephone service are to be run to the specified location at the tank foundation perimeter. Cable and conduit runs should be as direct as possible with a minimum of splice joints. Telephone cable must not be installed in trays or in conduit shared with electrical power cable. Wiring requirements are as follows:

- **Electrical Power** – 120 volts AC, 15-amp circuit, #14 AWG, 3-conductor, type THWN wire. An on/off switch shall be installed as the termination point for the electrical power.
- **Telephone Service** – Twisted-pair, two-pair cable minimum (1 spare pair), 22-gauge solid copper wire, PVC-insulated conductors color coded to telephone industry standards with cable sheath per site environment, and shielding as required. Cable must meet or exceed Insulated Cable Engineer's Association standard S-80-576, and must be capable of carrying Level 1 modulated analog data. "Voice-Over-Internet Protocol" (VoIP) telephone systems will not work for RTU applications. The service must be Direct Inward Dialing (DID).

The installed power service shall be tested for proper voltage, and shall then be de-energized, electrically insulated, and secured from physical damage. The installed telephone service shall be tested for strong dial tone and the ability to place and receive telephone calls at the RTU end of the cable. Praxair will supervise the customer's electrician in the completion of the power and telephone service installation from the conduit termination points into the RTU.

¹ "Hazardous" location defined by NFPA 70 National Electrical Code, section 500.5.

Exhibit 6

NOAA Letter



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Silver Spring, MD 20910

August 27, 2013

Shucks Maine Lobster, LLC
Attn: W. John Hathaway
150 Main Street
Richmond, ME 04357

Reference Case No. FF-B-174
Shucks Maine Lobster, LLC

Dear Mr. Hathaway:

This letter cancels and replaces in its entirety the Approval Letter dated August 7, 2013.

The Department of Commerce, acting through the National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Fisheries Finance Program (the Government) has in principle approved the financing application made by Shucks Maine Lobster, LLC (the "Borrower").

Upon full compliance with this approval and agreement letter (the "Approval Letter") and applicable statutes and regulations, including but not limited to, Subtitle V of Title 46 of the U.S. Code, formerly known as "Title XI of the Merchant Marine Act of 1936," 46 U.S.C. 53701, et seq., and the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq., as amended, as well as the outstanding guidance and instructions of the Financial Services Division, the Borrower will issue a promissory note (the "Note"), to the Government. The Government will provide financing (the "Transaction") in the manner described below.

(1) PURPOSE:

The purpose of the Transaction is to reimburse the Borrower for capital expenditures related to the Borrower's processing facility located in Portland, Maine (the "Project Property"), equal to 48.9% of the \$6,125,329 depreciated actual cost (the "Project").



(2) NOTE

(2.1) The Note(s) shall involve the following amount and other basic terms.

- (2.1.1) Amount: \$3,000,000 or 80% of the Project's build out and equipment costs, whichever is less.
- (2.1.2) Maturity: 15 years from inception.
- (2.1.3) Amortization¹: Level debt.
- (2.1.4) Payments: Quarterly.
- (2.1.5) Interest Rate: To be determined by the U.S. Treasury rate for agency borrowing.

(2.2) We shall direct that the proceeds of the Note be paid, first, directly to the parties to whom the Borrower is indebted for the Project's eligible cost and, second, to the Borrower (as reimbursement of the Borrower's funds previously expended for the Project's eligible cost) if the amount of the Note exceeds the amount of the Borrower's outstanding indebtedness for the Project's eligible cost.

(3) SECURITY FOR THE NOTE

(3.1) Security for the Note shall be such security agreements, undertakings, and other documents that the Government deems necessary to accomplish the purpose of the Approval Letter and protect the interest of the United States (collectively, the "Security Documents"). All provisions contained in any document required by the Approval in Principle letter, as may be amended, currently, or at any time in the future, must be acceptable to the Government.

The Borrower and the other parties specified below will provide the Government with whatever evidence of compliance with the special requirements, special covenants, and provisions contained in this letter that it may require. All third parties that the Government may

¹ An amortization schedule that will estimate the application of payments will be provided at Transaction closing. 2

require to do work in connection with this Transaction, including but not limited to, private attorneys, marine surveyors, land appraisers or surveyors, equipment appraisers, shall be acceptable to the Government.

(3.2) Loan Covenants

The Borrower, and the other parties specified below, shall, as additional security for the Note, be bound by and subject to the following special requirements, special covenants and provisions:

(3.2.1) Special Requirements

(3.2.1.1) The Project shall be free and clear of all liens, or claims of any nature, except such liens or claims as may otherwise be specifically permitted herein, and the Borrower shall, before Transaction closing, provide the Government whatever evidence thereof the Government may require.

(3.2.1.2) All pledges of all property shall also include appropriate security agreements and filings on all associated appurtenances and rights associated with such pledged property.

(3.2.1.3) If the proceeds of the Note are applied and there remain any claims of any nature against the Project Property, except such claims as may otherwise be specifically permitted herein, the Borrower shall immediately take action to satisfy and discharge such claims. Any failure of the Borrower to do so shall be an event of default, and permit the Government to declare a security default, and to exercise all default rights specified in the Security Documents and permitted by law.

(3.2.1.4) The Borrower shall, regarding the ownership and operation of all of the Borrower's property cause the appropriate authorities to provide the Government, before Transaction closing, with all evidence of proper title recordation and governmental permits, approvals, licenses, consents, permissions, clearances, or other evidence of compliance with governmental requirements.

(3.2.1.5) There shall, before Transaction closing, be no change in the Borrower's financial position, performance,

or prospects deemed by the Government to be materially adverse to our interest.

(3.2.1.6) The Borrower shall, before Transaction closing, provide the Government evidence of its authority to enter into the Transaction.

(3.2.1.7) The Borrower shall, before Transaction closing, cause the appropriate parties to provide the Government with evidence of all parties' authority to enter into any portion of the Transaction.

(3.2.1.8) The Borrower shall, before Transaction closing and at the Borrower's sole expense, cause private counsel to provide the Government with a legal opinion that the closing documents when executed and recorded in connection with the Transaction constitute legal and valid obligations fully binding and enforceable against the Borrower or other parties specified below, for the duration of the loan term.

(3.2.1.9) The Borrower shall, at Transaction closing, provide the Government a first position lien interest, by means of a security agreement and associated filings under the U.C.C., real property mortgage or deed of trust, or any other means the Government may require on all fisheries unloading, processing, holding, and distribution equipment (the "Equipment") of whatsoever nature whether currently owned or acquired at any time in the future, together-with all accessories, improvements, replacements, substitutions, or additions thereto, used for the Borrower's fisheries operations on the Project Property, or on any other premises at any other site at which the Borrower now conducts, or in the future may conduct, its fisheries operations and regardless of the Equipment's actual location at any given time.

The Equipment shall, at the Borrower's cost and before Transaction closing, be inventoried (sufficiently to describe with certainty in the first security agreement and associated U.C.C. filing) and valued by an appraisal satisfactory to the Government. The Equipment shall include, but shall not be limited to: all forklifts, bobcats, cranes, pallet trucks, lift trucks, and other product or material movement equipment; all trailers, tanks, trucks, or other rolling stock; all fish

unloading, transfer, and conveying equipment; all fish processing equipment; all fish weighing equipment; all cooling, refrigerating, freezing, and other fish holding equipment (blast freezers, plate freezers, coolers, or other refrigeration equipment); all fish packaging equipment; all fish baskets, totes, tanks, tubs, and other fish holding equipment; all ice makers; all hand and power tools; all office equipment; all together with all associated equipment, machinery, parts, tools, or other items of whatsoever nature and whether fixed or unfixed to the Project Property or any other premises whatsoever.

Notwithstanding the foregoing, the Government may subordinate the priority of its security interest on specific goods or pieces of Equipment associated with the Project to the existing security interest of a secured party that has provided Borrower with financing for the purchase of such goods or pieces of Equipment (the Government's subordination shall not be unreasonably withheld); PROVIDED THAT (1) such purchase financing has been granted on commercially reasonable credit terms that are prudent for the Borrower; (2) such equipment or goods are not (and will not be) affixed or attached to the Project or Project Property so as to constitute a component, appurtenance or fixture; (3) any amount(s) secured does not exceed the purchase price of the specific goods or equipment; and (4) such aforementioned security interest(s) does not attach to any other collateral. The Borrower shall give the Government a list or description of all goods or equipment purchased with financing from other secured parties, and upon full repayment of the indebtedness secured by such goods or equipment, the Government shall retain a first priority security interest in all Project Property.

The U.C.C. Security shall contain (a) provisions allowing the Government to enter upon any premises where the Equipment may be located and marshal, secure, protect, seize, and do all other things necessary to preserve the Equipment immediately upon the Borrower's default, but before any judicial action regarding such default, and (b) such other provisions as the Government deems necessary to accomplish the purpose of the Approval Letter and otherwise protect the Government's interest.

(3.2.1.10) The Borrower will obtain subordination agreements from all other parties having a secured interest in the Project Property or the Borrower's other property that (a) recognize the Government's senior interest in, and sole rights to, the Equipment or the proceeds of the Equipment's liquidation and (b) agree not to interfere in any way, but instead to cooperate in all reasonable ways, with the Government's representatives entering upon the Project Property or the Borrower's other property and marshaling, securing, protecting, and doing all other things necessary to preserve the Equipment.

(3.2.1.11) The Borrower shall, at Transaction closing, provide the Government a first lien security interest on all equipment located at the Project Property, described as 40 Commercial Street, Portland, ME 04101.

(3.2.1.12) The Borrower shall, at Transaction closing, provide the Government an Assignment of Lease on the Project Property from the City of Portland, Maine.

(3.2.1.13) The Borrower at Transaction closing shall cause Indian Creek Investments, an Alabama General Partnership Composed of W. John Hathaway and Sue-Ellen I. Hathaway, to provide the Government its guarantee of the full principal and interest amount of this note. This guarantee shall be secured by, and limited to, the following:

A. A second mortgage on real estate described as a 200,000 SF corner lot zoned commercial located at Hughes Road and Sunset Boulevard, Madison, Alabama 35875. This lien shall be subordinate to only our existing liens.

B. A third mortgage on real estate located at Hobbs Island Road and Highway 231, Huntsville AL 35875. This lien shall be subordinate to only our existing liens.

(3.2.1.14) The Borrower shall, at Transaction closing, provide the Government a deed of trust, in the full amount of the Note, on real estate, owned by the Company and all improvements thereon which together comprise the Company's fisheries processing facilities located at 150

Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.15) The Borrower shall, at Transaction closing, provide the Government a security interest on all equipment located at the Borrower's processing facility located at 150 Main Street, Richmond, Maine 04357. This lien shall be in third position and subordinate to only our existing liens.

(3.2.1.16) The Borrower shall, at Transaction closing, cause W. John Hathaway and Sue-Ellen I. Hathaway (the "Guarantor²") to provide the Government their unconditional personal guarantee of the Company's repayment of the full principal and interest amount of the Note.

(3.2.1.17) The Borrower must, before Transaction closing, provide the Government with verification, satisfactory to us, of capital expenditures for equipment and the build out of the Project Property.

(3.2.1.18) The Borrower must, before Transaction closing, provide the Government with an acceptable, in our sole discretion, an environmental hazards indemnification agreement respecting the Project Property.

(3.2.2) Special Covenants:

(3.2.2.1) In addition to the foregoing covenants, the Borrower shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.2.2.1.1) The Borrower shall not without the prior written consent of the Chief, Financial Services Division, National Marine Fisheries Service, which consent shall not unreasonably be withheld, take any of the following actions:

(3.2.2.1.1.1) Pay to any officer, partner, or other party any salary, commission, bonus, management fee, dividend, or other consideration in excess of either reasonable industry standards or ordinary financial

² Use of the singular term "Guarantor" includes the plural, and encompasses all parties listed.

prudence for a company of the Borrower's size and financial condition when such consideration is paid (and the burden of proving reasonability shall be on the Borrower).

(3.2.2.1.1.2) Purchase or redeem any shares of its own stock or ownership interest.

(3.2.2.1.1.3) Make any additional investment (excluding purchases regarding the routine and continuing maintenance and preservation of the Borrower's present property, explicitly including but not limited to the Project, and its productivity) in, or incur any additional liability for, the purchase, acquisition, lease, or other use of any fixed property in connection with the Borrower's present level of operations in any one fiscal year in excess of an aggregate of 10% of the Borrower's total assets.

(3.2.2.1.1.4) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way dispose of their assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.1.1.5) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.2.2.1.1.6) By any means whatsoever, allow itself to be acquired by, or otherwise reorganized into any other company, unless the acquiring company or reorganized entity is acceptable to the Government and agrees to: (a) provide a 100% unconditional guarantee of the repayment of all debt actually or contingently owed by the Borrower, (b) be bound by these covenants, (c) be bound by such other covenants as the Government shall reasonably require to protect its interest, and (d) provide such other assurances and security that the Government may require.

(3.2.2.1.1.7) Establish any trust, retirement fund, or

any other fund for the benefit of any Borrower, Guarantor or any party related to the Borrower or any Guarantor, or transfer any funds, property, or other assets of any kind into any such fund whether now or hereafter existing (and any such action shall be void and without effect to the Government's interest³.

(3.2.2.1.1.8) Transfer any funds, property, or other assets to any party by any means for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect as to the Government's interest): provided, however, that reasonable transfers not significantly affecting the Borrower's net worth, and not inconsistent with the Borrower's obligation to protect the Government from loss by preserving its net worth, shall be exempted.

(3.2.2.1.2) The Borrower shall (within 10 days of its first knowledge thereof) give the Government notice of any pending litigation, business reversal, casualty, loss, or any other matter that materially diminishes: (a) its ability to service this debt, (b) its ability to perform any other duty or obligation owed under this debt, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom we have recourse.

(3.2.2.1.3) The Borrower shall give the Government annually, at the end of each of its accounting or tax years: (a) the Borrower's balance sheet at the end of each such year, (b) the Borrower's income and expense statement for the preceding 12 months of each of such years, (c) the Borrower's Federal Income Tax Return for each of such years (all together with all supporting schedules). Independent certified public accountants acceptable, in our sole discretion to us, shall, according to generally accepted accounting principles, compile the annual financial reports required under (a) through (c) hereof.

³ This provision excludes contributions, not exceeding the maximum allowed by current IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.2.2.1.4) The Borrower shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch as soon as possible, but in no event later than 90 days after the close of the accounting period to which they relate. All of the Borrower's tax returns must be timely filed (in accordance with the Internal Revenue Service (IRS) deadlines or agreements between the Borrower and the IRS and delivered to the Government within 15 days of their filing with the U.S. Internal Revenue Service.

(3.2.2.1.5) All annual financial reports required hereunder shall include a certification from the Borrower's president, managing partner, or authorized representative that either (a) there has been no default under the Security Documents during the reporting period, or (b) there has been a default or defaults under the Security Documents during the reporting period, in which latter case the nature, extent, prospective consequences, and all other relevant details of such default or defaults shall be fully set forth in such certification. This certification must attest that all taxes and assessments on property pledged as collateral for the loan are fully paid and current.

(3.2.2.1.6) The Borrower shall permit the Government, or any representative selected by it, in such manner and at such times as we may reasonably require, to: (a) make inspections and audits of any books, records, papers, or other documents of whatsoever nature in the Borrower's custody and control (or in any other entity's custody or control) relating in any way to the Borrower's financial or business condition, (b) make extracts there from, and (c) make inspections and appraisals of any of the Borrower's physical assets. The Borrower shall, within thirty days of our demand, pay the Government for the cost of all such inspections, audits, or appraisals, and all such amounts disbursed by the Government for such purpose shall, until fully repaid by the Borrower, be: (a) added, payable upon our demand, to the Note, (b) earn interest at the same rate as the other principal of the Note, and (c) be secured by the Security Documents.

(3.2.2.1.7) Should a limited fisheries access system be initiated at some future date under which the Borrower is

granted a transferable fishery participation right, harvest privilege, or management allocation, regardless of the name given to such right, privilege or allocation, including (but not limited to) any allocations, permits, quotas, licenses, cage tags, or any other fisheries access restriction or right affecting, necessary for, or in any other way (however characterized) associated with any of the property included in or subject to the Security Documents, the Borrower agrees that it shall grant to the Government a full senior security interest in such allocation by whatsoever means deemed by the Government to be appropriate (including, but not limited to, the Borrower's execution of security agreements and the filing of financing statements under the U.C.C.). Further, if the Borrower fails to do so, Borrower agrees that the Government may use the attorney-in-fact provisions conferred upon it by the Security Documents to execute, deliver, and otherwise perfect whatever documents may be required to accomplish the grant to the Government of a full security interest in such fisheries right, privilege or allocation.

(3.3) Guarantor Obligations:

(3.3.1) In addition to all covenants of whatsoever nature in our customary form of Security Documents, the Guarantor shall be bound by and subject to the following special covenants and all provisions pertaining to them:

(3.3.1.1) The Guarantor shall not without our prior written consent, *which consent shall not unreasonably be withheld*, take any of the following actions:

(3.3.1.1.1) Establish any trust, retirement fund, or any other fund (however characterized) for the benefit of itself or of any party, or transfer any funds, property, or other assets of any kind (however characterized) into any such fund whether now or hereafter existing (and any such action shall be void and without effect insofar as our interests are concerned)⁴.

⁴ This provision excludes contributions, not exceeding the maximum allowed by IRS regulations, to any such party's IRA, Keogh, or 401K account. Any contributions in excess of the maximum allowable under current IRS regulations per year per person to any other retirement account, and any contributions in any amount to any trust or other fund of whatsoever kind, must be approved in advance and in writing by us.

(3.3.1.1.2) Transfer any funds, property, or other assets (however characterized) to any party, person, or entity by way of gift or by any other means (however characterized) for any consideration less than payment by such party of the full and fair market value thereof (and any such action shall be void and without effect insofar as our interests are concerned): provided, however, that reasonable transfers not significantly affecting the Guarantor's net worth, and not inconsistent with the Guarantor's obligation to protect us from loss by preserving its net worth, shall be exempted.

(3.3.1.1.3) Start any new business or acquire any other business, or the assets of any other business, or sell, liquidate, dissolve, spin-off, split-up or in any other way (however characterized) dispose of its assets except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.1.4) Guarantee or become contingently liable in any way as surety, endorser, creditor, co-maker, accommodation maker, or in any other way (however characterized) for the debt or obligations of any other party, except as may be reasonably required in the normal course of ordinary and prudent day-to-day activities.

(3.3.1.2) The Guarantor shall give us annually, at the end of each of its tax years, a certified correct copy of (a) the Guarantor's balance sheet at the end of each such year and (b) the Guarantor's Federal Income Tax Return for each of such years (all together with all supporting schedules). The Guarantor shall also give us at any reasonable time any other financial statements, books, records, or reports we may reasonably, by written notice, from time-to-time require.

(3.3.1.3) The Guarantor shall deliver all required financial statements, notices, and returns or reports to our Northeast Regional Financial Services Branch. The Guarantor shall deliver all financial statements to us as soon as possible, but in no event later than 90 days after the close of the accounting period to

which they relate. The Guarantor shall timely file all tax returns (in accordance with IRS deadlines or agreements between the Company and the IRS) and deliver them to us within 15 days of their timely filing with the U.S. Internal Revenue Service.

(3.3.1.4) The Guarantor shall (within 10 days of its first knowledge thereof) give us notice of any pending litigation, business reverse, casualty, loss, or any other matter (however characterized) that materially diminishes: (a) its ability to service any debt actually or contingently owed the Government, (b) its ability to perform any other duty or obligation owed the Government, (c) its ability to fully and faithfully perform any covenant with the Government, (d) the value of any property or other assets pledged to the Government, or (e) the net worth of the parties against whom the Government has recourse.

(3.3.2) Any violation of any of these covenants shall be an event of default, and may constitute grounds for the Government's declaration of a security default, under any and all default rights specified in the Security Documents and cause the Government, in its sole discretion, to immediately accelerate the full unpaid amount of the Note, foreclose under the Security Documents, and fully pursue all default rights specified in the Security Documents and all other remedies for collecting the Note.

(3.3.3) Any violation of these covenants by the Borrower or the Government's verifiable determination that the Borrower's financial condition has deteriorated and jeopardizes the Borrower's continuing ability to perform its responsibilities in connection with the loan, may cause the Government, in its sole discretion, to deem itself insecure and permit the Government to take action to limit potential losses in connection with a defaulted loan or loan in jeopardy of default including, but not limited to, requiring additional collateral or a greater equity contribution from the Borrower.

(4) INSURANCE REQUIREMENTS:

(4.1) PROPERTY COVERAGE:

(4.1.1) The Property located at 40 Commercial Street, Portland, ME must have business personal property insurance

for the replacement cost, with a minimum of \$2,485,000. In addition to the contents, coverage must include inventory, equipment, and work in progress.

(4.1.2) The Property located at 150 Main Street, Richmond, ME must have all risk building and personal property insurance for the replacement cost of the facility, with a minimum of \$2,348,000 building and \$2,000,000 business personal property. In addition to the building, coverage must include contents, inventory, equipment, and work in progress.

(4.1.3) Both Properties must have business interruption insurance for actual loss sustained at each location.

(4.1.4) Both Properties must have boiler and machinery insurance for an amount not less than the outstanding balance of this financing. The initial amount will not be less than \$5,719,902.

(4.2) LIABILITY COVERAGE:

(4.2.1) Both Properties must have a commercial general liability policy. Minimum limits of liability must be \$1,000,000 per occurrence plus \$2,000,000 general aggregate.

(4.2.2) Both Properties must have umbrella liability for a total of \$2,000,000 minimum.

(4.2.3) Both Properties must have a business auto policy placed at \$1,000,000 minimum to include all land motor vehicles, trailers, or semitrailers designed for travel on public roads and owned, leased, or otherwise controlled by the facility.

(4.2.4) Both Properties must have statutory state limits of workmen's compensation, including proper classifications for all workers, with coverage equal to or greater than \$100,000. The workmen's compensation coverage must include employer's liability with a minimum of \$100,000.

(4.3) GENERAL REQUIREMENTS:

(4.3.1) We must be provided in a timely manner with original policies, binders, and endorsements. Such policies must list the NMFS headquarters address as follows for the additional assured or mortgagee as indicated.

National Marine Fisheries Service
Financial Services Division, F/MB5
1315 East-West Highway
Silver Spring, MD 20910

(4.3.2) We must be named as additional assured on all liability insurance.

(4.3.3) We must be listed as first mortgagee on all property coverages.

(4.3.4) We must have thirty (30) days notice of cancellation on all coverages.

(4.3.5) We must be provided with our standard NMFS Form 2-267(a) shoreside endorsement for property and NMFS Form 2-267(b) shoreside endorsement for liability.

(4.4) Such other usual and customary insurances as we may require. We attach our standard requirements for insurance.

(5) INSPECTIONS:

The Government may cause inspectors (appraisers, surveyors, engineers, or architects) of its choice to inspect all Project Property and Equipment prior to Transaction closing.

Although the Government shall choose these inspectors, they shall work for the Government, and it may initially pay them, you are solely responsible for their cost. In the event that the Government pays them, you are obligated to reimburse the Government and hereby unconditionally promise to, within 30 days of its demand, pay for the cost of all such inspections. All amounts disbursed by the Government for this purpose shall, if not fully repaid to the Government by the date the Transaction is closed, be: (a) added, payable upon its demand, to the Note, (b) earn interest at the same rate as the Note, and (c) be secured by the Security Documents.

The Government will consult with you about the kind and cost of inspection services required. It shall endeavor to keep all inspections, and all costs for them, as reasonable as possible. Nevertheless, the choice of inspectors and services shall be the Government's, and failure of the inspection results to meet, for its sole purposes, its approval, or your failure to reimburse the Government for all inspection costs

shall constitute, in its sole discretion, either cause for withdrawal of the Approval Letter or a security default under the Security Documents.

(6) PRE-CLOSING:

(6.1) Please let our Regional Financial Services Branch at the address specified in (9) below, know, at least 45 days in advance, the date you need the Transaction closed. The Government will need to verify or arrange many things, for example:

(6.1.1) The depreciated actual costs eligible for the Transaction.

(6.1.2) The adequacy of all required insurance (communicate about insurance matters directly with our Central Insurance Servicing Unit at the address specified in (9) below, rather than our Regional Financial Services Branch).

(6.1.3) The absence of liens on property involved in the Transaction (other than those permitted herein).

(6.1.4) All closing documentation factors including the availability of your private counsel where the Transaction involves real property, U.C.C. filings, or other unusually complicated factors. *Where the Transaction involves real property mortgages or U.C.C. filings, your attorney will have to prepare, and submit all closing documents involving the real estate or U.C.C. filings to the Government before Transaction closing.*

(6.1.5) Your possession of all necessary permits, licenses, approvals, and other clearances required to do business.

(6.1.6) Verify that the Borrower continues to have no permit sanctions or Notice of Permit Sanctions and no unpaid final and unappealable civil penalties under the provisions of Federal statutes protecting living marine resources.

(6.1.7) No change in any party's financial or economic circumstances or prospects deemed by the Government to be materially adverse to its interest.

(6.1.8) The availability of all parties at Transaction

closing.

(6.1.9) The availability of all required documentation of good standing and authority to enter into the Transaction, etc.

(6.1.10) The accomplishment of all other matters that constitute, in its sole discretion, conditions precedent to the Government's willingness to close the Transaction.

(6.1.11) The time, date, and place of Transaction closing.

(6.2) The Government will prepare the appropriate documents to be executed by the parties at closing. In those circumstances where the Transaction includes real estate mortgages and/or Uniform Commercial Code filings, Borrower's attorney may be required to prepare the relevant documents including an opinion letter that the documents if appropriately recorded will adequately secure the interest of the Government for the term of the loan.

(7) CLOSING:

Our Regional Financial Services Branch will close the Transaction.

The Government will not close the Transaction unless all parties hereto have fully complied with all requirements of the Approval Letter and all subsequent Transaction closing instructions.

You must, at Transaction closing, provide funds for all required document filing, mortgage recordation, title transfer, or other fees that may be required to perfect the closing documents and complete the closing. You must, at Transaction closing, provide funds for any fees owed to Government. You must, at Transaction closing, provide funds to reimburse the Government for any inspection or other expenses it may have incurred in your behalf.

(8) POST-CLOSING:

The proceeds of the Note will be transferred, by electronic wire transfer if possible, to the parties indicated by the intent and purpose of the Approval Letter. Disbursement will occur after all Transaction closing documents required by the Approval Letter have been fully perfected (including transfer,

provided and return it (with original signatures) to the Branch. This evidences the acceptance by all parties of the terms and conditions of the Approval Letter. Nothing can go forward until all parties have signed the Approval Letter and their original signatures thereon are in the Government's possession.

(11) GENERAL:

(11.1) The Chief, Financial Services Division, or his designee, may negotiate at any time, now or in the future, with any party to the Approval Letter, any creditor, or any other party whatsoever about: the Approval Letter, the liability of any party, the collateral securing the Transaction, the Security Documents, or any other matter affecting the Transaction. All parties will receive notice of any pending amendment and any resulting amendment of the Approval Letter shall require the written agreement of the parties, except those who have specifically waived notice or the necessity of their consent to amendments to the Approval Letter, the Note or any other Security Document. The parties hereby give the Government the right to enter into separate agreements with one or more of the parties, i.e. individually or with a subset of the parties hereto; such agreements may pertain to this Approval Letter's provisions, the Security Documents, the Note, Guaranty Agreements, or any other aspect of the Transaction. Any resulting change in the Approval Letter shall not be cause for damage, counterclaim, or set-off by any party hereto. It is the sole responsibility of all parties to verify for themselves the final conditions under which the Transaction is being closed.

(11.2) All parties must meet such other conditions as the Government may reasonably deem necessary to accomplish the intent and purpose of the Approval Letter and to otherwise protect the interest of the Government.

(11.3) With respect to the content herein, this Approval Letter is the entire and exclusive agreement between the parties, and supersedes all prior documents and offers. In the event of any inconsistency between the terms of this Approval Letter and the terms of the Security Documents, statutes or regulations applicable to this Transaction, then the Security Documents, statutes or regulations shall supersede the Approval Letter.

(11.4) All parties hereto forever waive all right to sue, or otherwise counterclaim against, the Government based on any claim of past, present, or future oral agreement between the parties.

(11.5) The provisions of the Approval Letter are severable and, in the event any portion thereof is held to be void, invalid, non-binding, or otherwise unenforceable, the remaining portion thereof shall remain fully valid, binding, and enforceable against all parties hereto.

(11.6) The Borrower and Guarantor (if any) acknowledge and agree that the Approval Letter and /or the Security Documents contain, or will contain, provisions for the protection of the Security interests of the Government (including, but not limited to, acceleration, assumption and subrogation provisions) liens, release of liens, payment of taxes, and other matters that the Government may prescribe. Any breach of the terms of the Approval Letter or Security Documents may, in the sole discretion of the Government, result in cancellation of the loan approval and void disbursement of loan funds.

(11.7) The exercise of any of the Government's rights shall be at its sole discretion. The Government's failure at any time to exercise any or all of its rights shall not constitute a waiver of any of those rights.

(11.8) In the event the Government determines, in its sole discretion, that any party's financial condition has deteriorated enough to jeopardize the Borrower's continuing ability to perform its responsibilities in connection with the loan, the Government may take action(s) to limit potential losses in connection with a defaulted loan or loan in jeopardy of default. These actions include, but are not limited to, requiring additional collateral or a greater equity contribution.

(11.9) This Approval Letter shall not, by implication or otherwise, be construed to limit or impair the power or authority of the United States of America to enforce the laws of the United States (and any regulations promulgated under those laws), including, but not limited to, the Magnuson-Stevens Fishery Conservation and Management Act, various treaties and implementing acts, or other applicable statutes. Accordingly, except to the extent that this Approval Letter

indicates that we have approved your loan application and intend to proceed to close this loan (subject to the terms and conditions within this Approval Letter, Security Documents, applicable regulations or guidelines, and other documents related to the Transaction), this Approval Letter does not constitute or imply the grant, by any other agency, division or department of the United States of America (including, but not limited to, any other unit of the National Marine Fisheries Service, the Department of Homeland Security, or the Department of Justice) of any other consent, accord, satisfaction, advice, or a waiver of rights, power or authority.

(12) SIGNATURES:

(12.1) The parties required to do so may sign the Approval Letter in any number of counterparts, and all such signed counterparts shall constitute one and the same Approval Letter.

(12.2) The undersigned hereby agree to, and shall henceforth be bound by and subject to, for the life of this loan, all provisions set forth in the Approval Letter or Approval Letter as amended.

(12.3) **FIRST PARTY:** United States of America, Acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service:

By: Brian Summers
Brian Summers
Financial Assistance Specialist

For: Paul L. Marx
Paul Marx, Chief
Financial Services Division

(12.4) SECOND PARTY: Shucks Maine Lobster, LLC:

By: [Signature] Date: 8.30.13

Title: President

Attest: Erika I. Dupuis Date: 8/30/13

Title: Notary Public Maine

ERIKA I. DUPUIS
Notary Public, Maine
My Commission Expires November 1, 2014

(12.5) THIRD PARTY: Eastern Creek Investments

By: [Signature] Date: 8.30.13

Title: Partner

Attest: Erika I. Dupuis Date: 8/30/13

Title: Notary Public Maine

ERIKA I. DUPUIS
Notary Public, Maine
My Commission Expires November 1, 2014

(12.6) FOURTH PARTY: W. John Hathaway:

By: [Signature] Date: 8.30.13
W. John Hathaway

Witness:

By: Erika I. Dupuis Date: 8/30/13

Erika I. Dupuis
(Print Witness' Full Name)

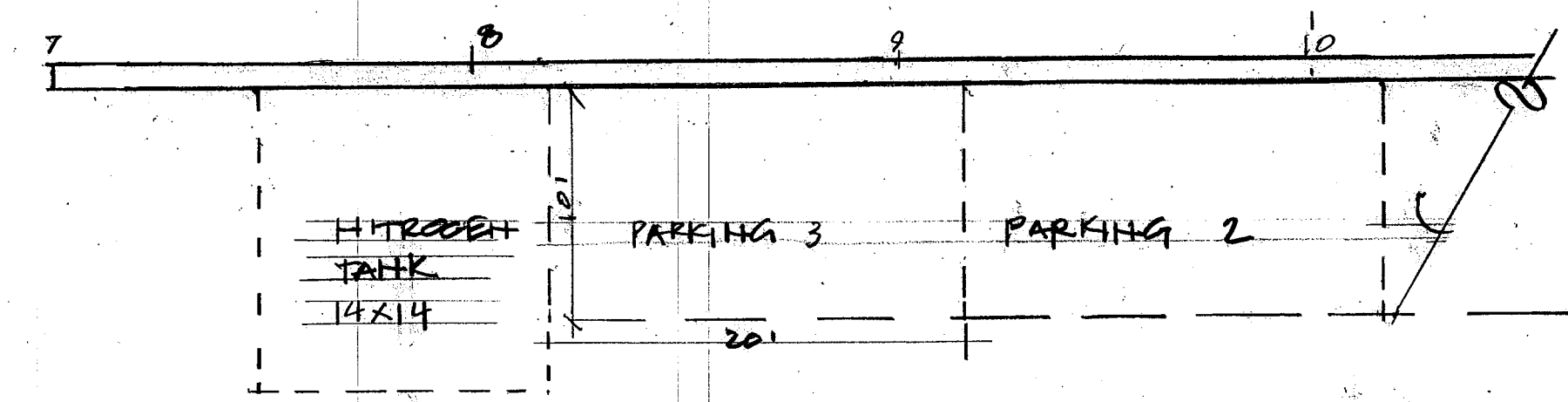
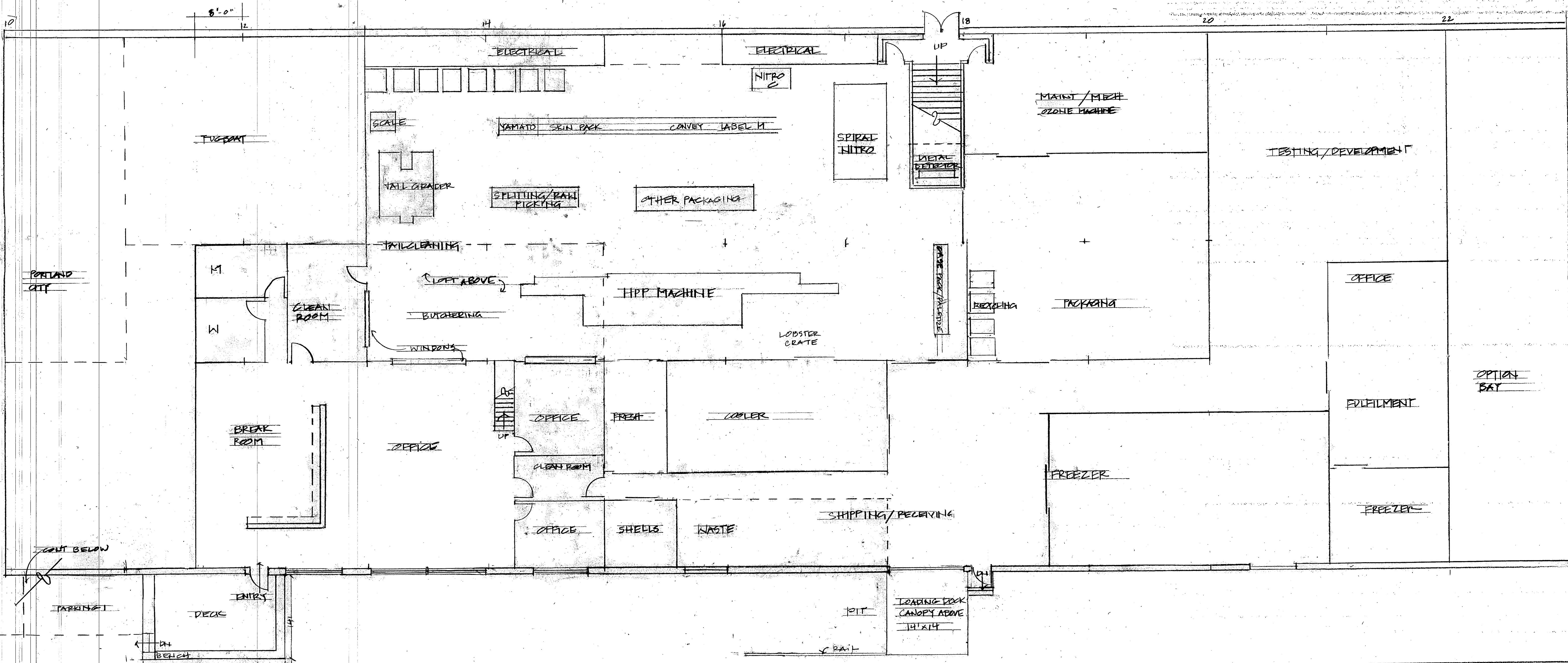
(12.7) FIFTH PARTY: Sue-Ellen I. Hathaway:

By: [Signature] Date: 8/30/13
Sue-Ellen I. Hathaway

Witness:

By: Erika I. Dupuis Date: 8/30/13

Erika I. Dupuis
(Print Witness' Full Name)

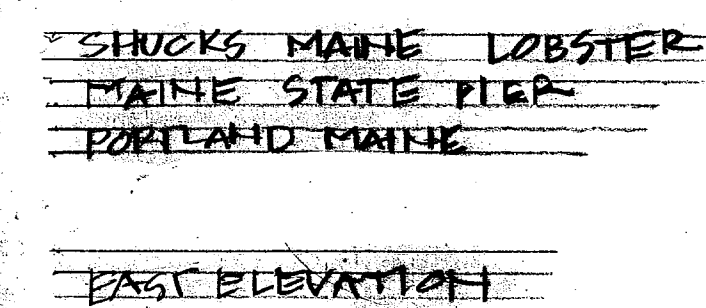
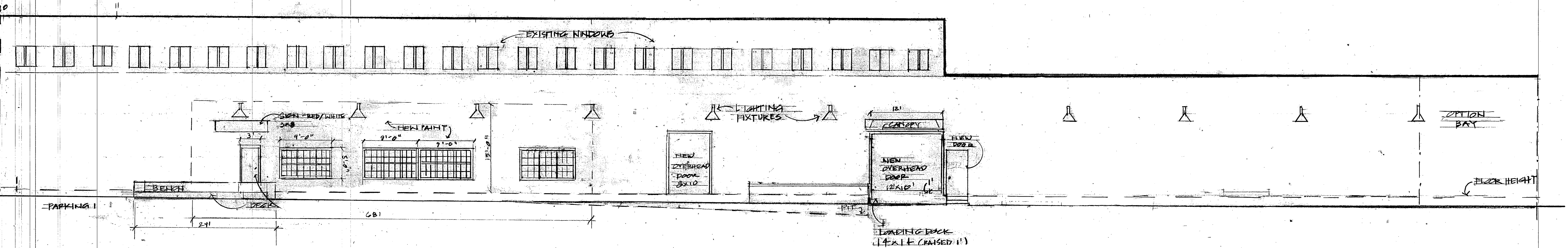


0 10 20
SCALE 1/8" = 1'-0"

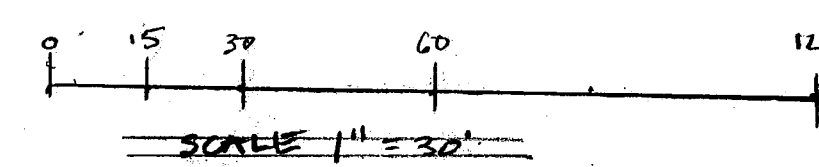
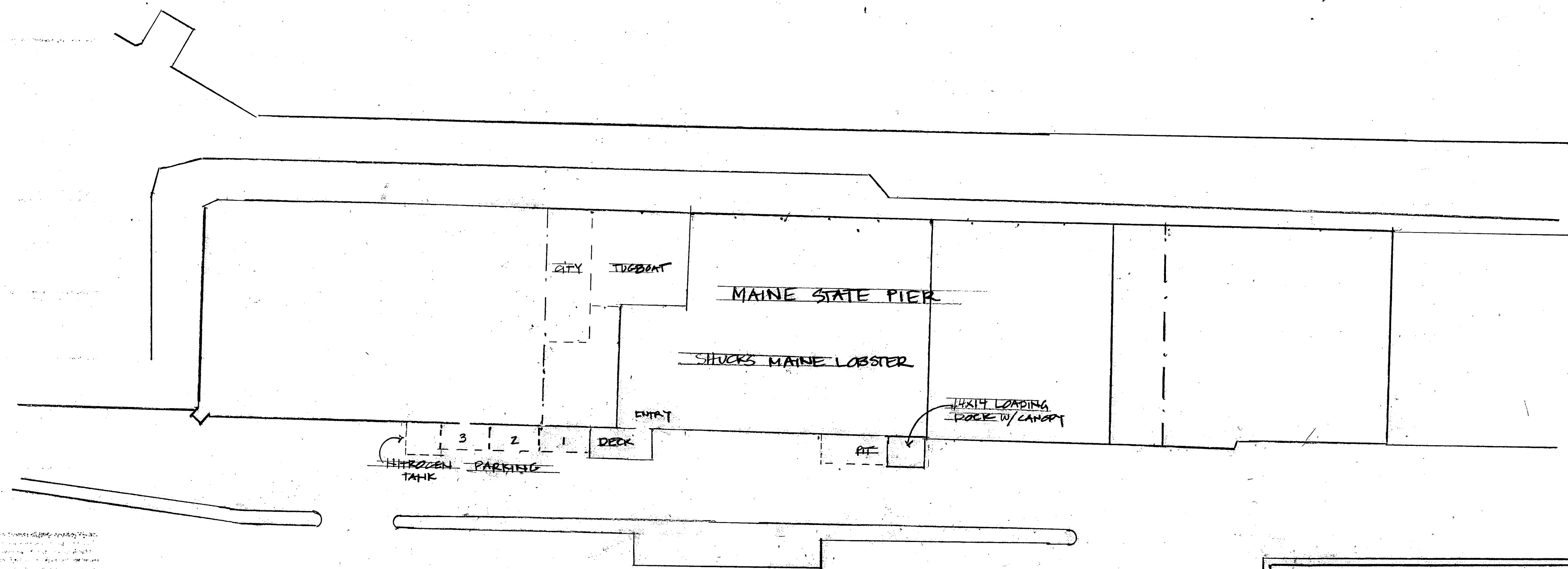
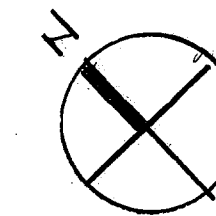
SHUCKS MAINE LOBSTER
MAINE STATE FIER
PORTLAND MAINE

FLOOR PLAN

FEB 18/14
REV. MAR 5
REV. MAR 10



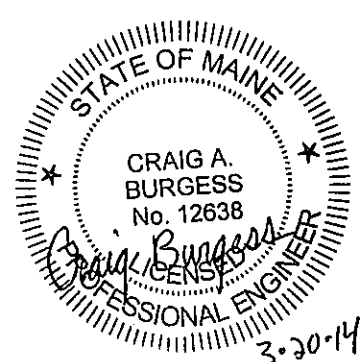
FEB 19/14
REV MAR 5
REV MAR 10

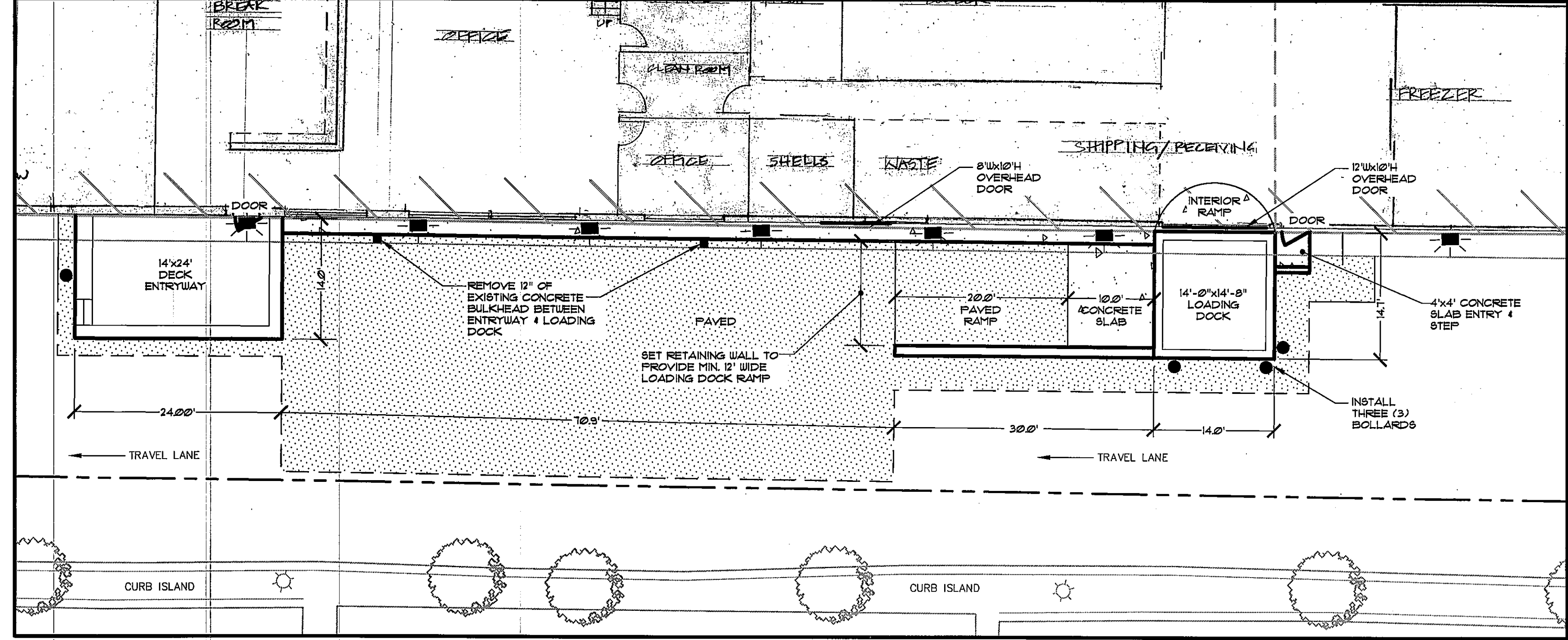
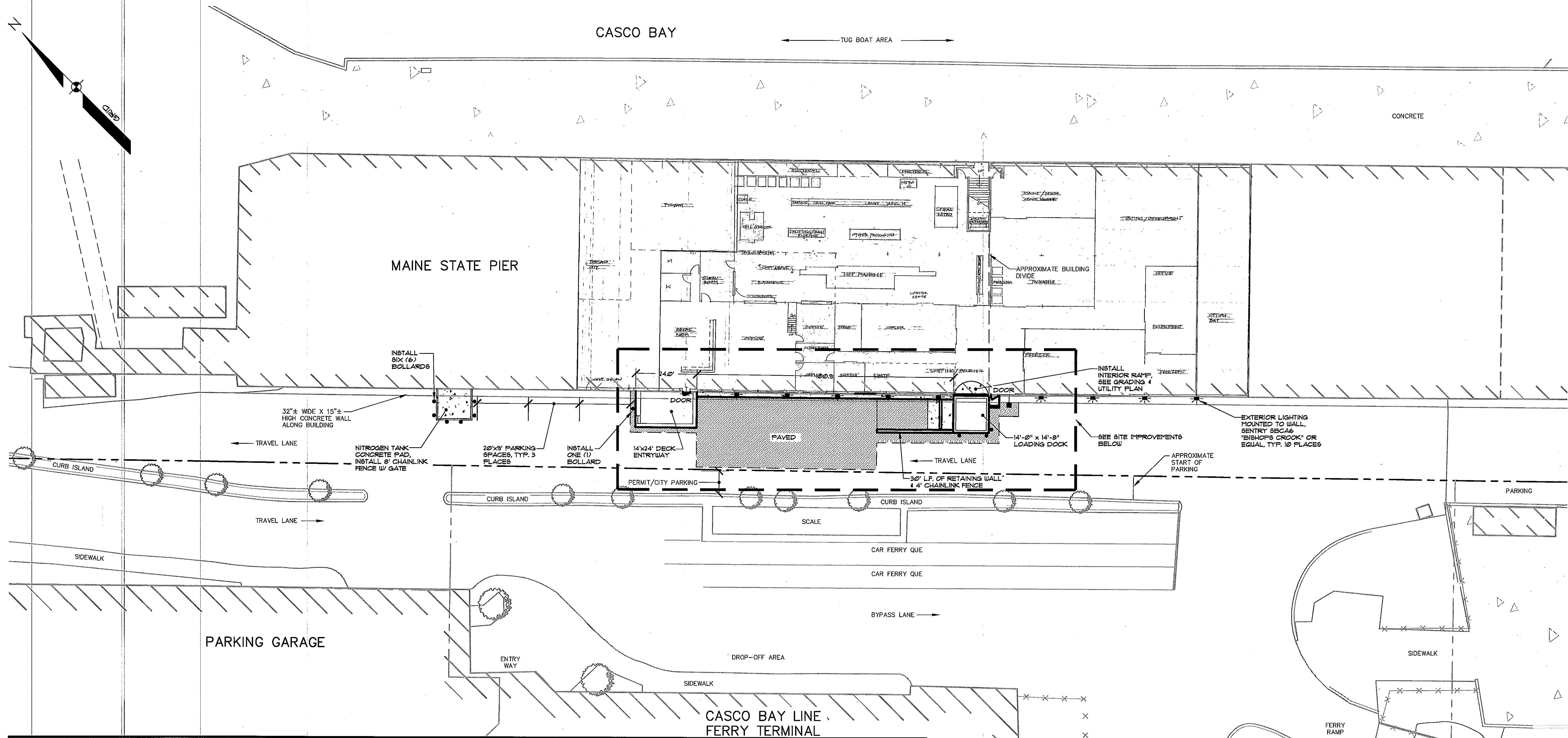


SHUCKS MAINE LOBSTER
MAINE STATE PIER
PORTLAND MAINE

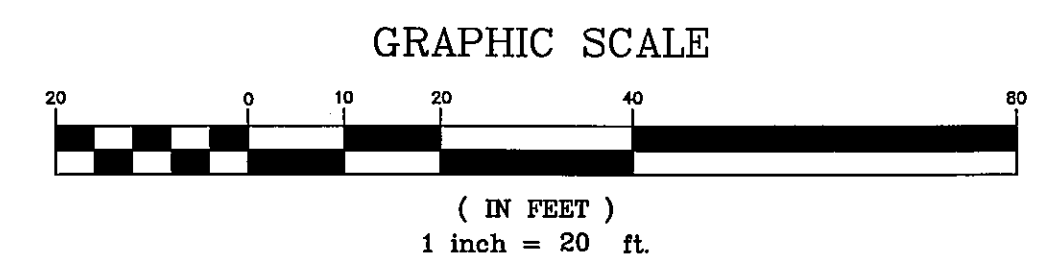
SITE PLAN

FEB 18/14
REV MARKS
REV MARK 10





LEGEND		
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---	BOUNDARY LINE/ROW	---
---	ABUTTER LINE/ROW	---
---	EASEMENT	---
---	ZONE LINE	---
---	BENCHMARK	---
---	BUILDING	---
---	SIGN	---
---	EDGE PAVEMENT	---
---	EDGE CONCRETE	---
---	PAVEMENT PAINT	---
---	GRAVEL ROAD	---
---	CURBLINE	---
---	EDGE WATER	---
---	TREELINE	---
---	TREE	---
---	FENCE	---
---	RETAINING WALL	---
---	GUARDRAIL	---
---	BOLLARD	---



STATE OF MAINE
CRAIG A. BURGESS
No. 12838
Professional Engineer
3-20-14

DATE: 03-20-14
BY: OAM
REVISION: 1
SUBMITTED FOR CITY SITE PLAN APPROVAL
STATUS: A
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

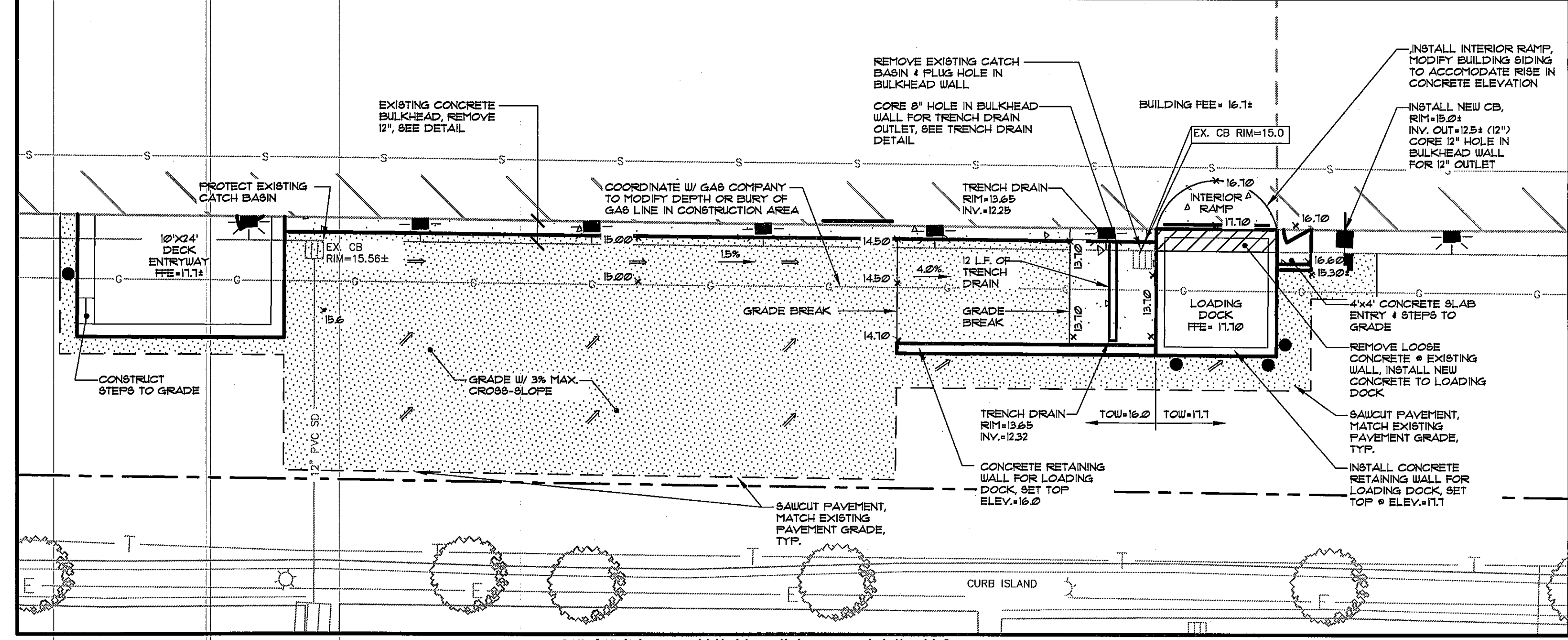
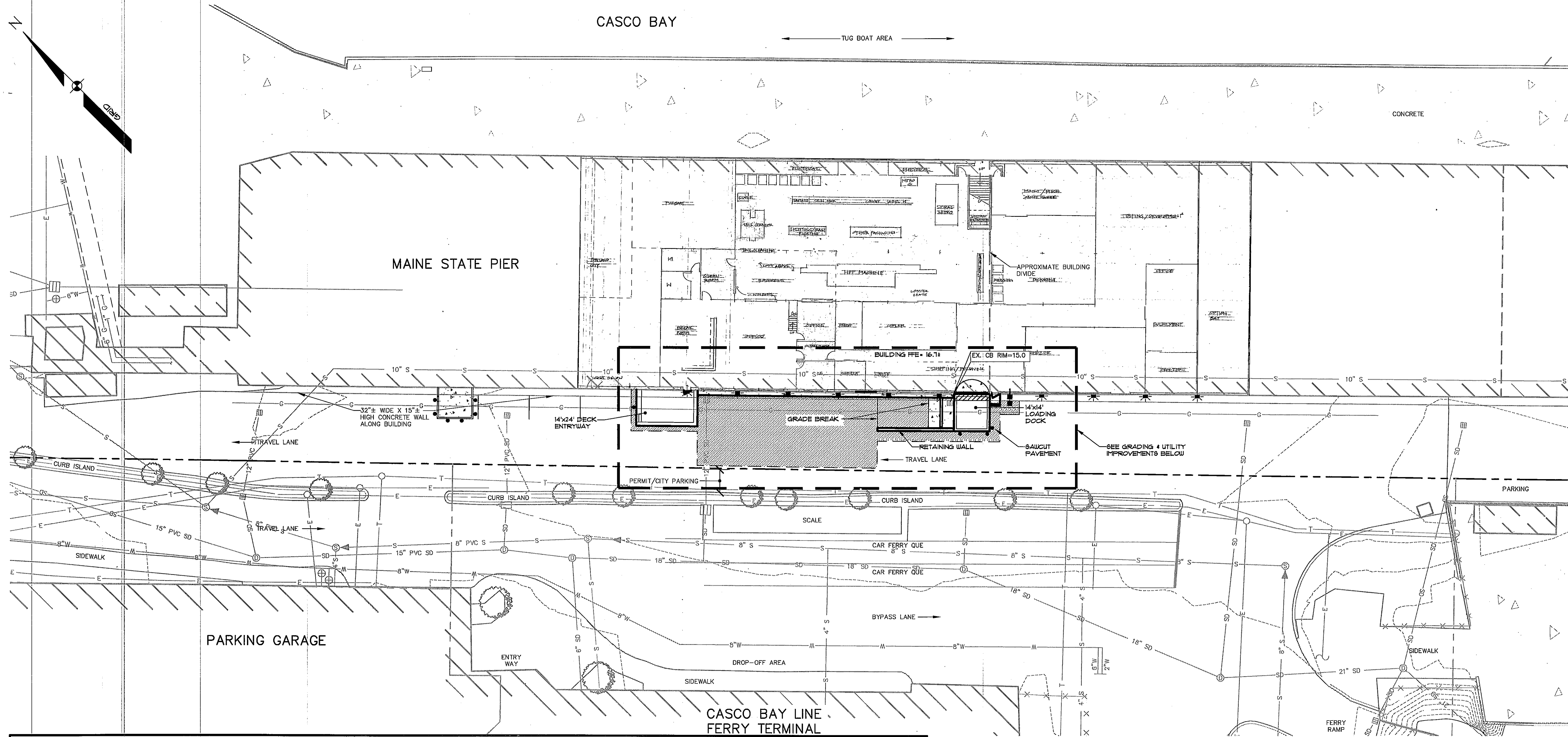
SEBAGO
TECHNICS
WWW.SEAGOTECHNICS.COM
75 John Roberts Rd., Suite 1A
South Portland, ME 04106
Tel: 207.263.3100
Fax: 207.263.3101

PROJECT NO.: 13430
FIELD BOOK: OAM/CAB
DESIGN: CHD
DRAWN: CAB
CAB

SITE PLAN
OF:
MAINE STATE PIER PROCESSING FACILITY
COMMERCIAL STREET
PORTLAND, MAINE 04101
FOR:
SHUCKS MAINE LOBSTER
150 MAIN STREET
RICHMOND, ME 04357

DATE: 03-20-14
SCALE: 1"=20'
SHEET 2 OF 5

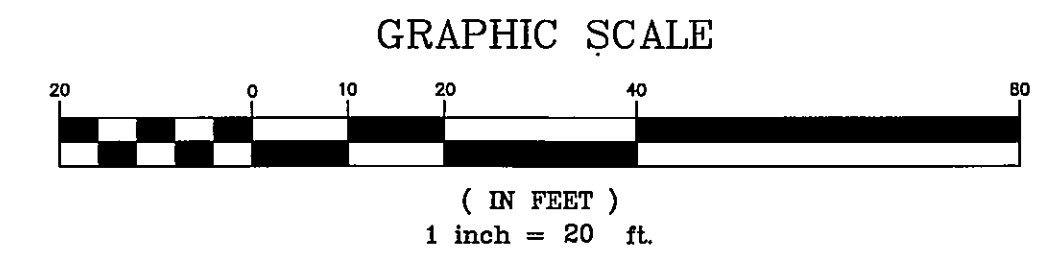
13430.SDWg, TAB: S2



LEGEND					
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---	BOUNDARY LINE/ROW	---	W	WATER	W
---	ABUTTER LINE/ROW	---	WV	WATER GATE VALVE	WV
---	SETBACK	---	WVO	WATER SHUT OFF	WVO
---	EASEMENT	---	HY	HYDRANT	HY
---	ZONE LINE	---	PW	POTABLE WELL	PW
---	BENCHMARK	---	SE	SEWER	SE
---	BUILDING	---	FM	FORCE MAIN	FM
---	SIGN	---	SM	SEWER MH	SM
---	EDGE PAVEMENT	---	SD	STORM DRAIN	SD
---	EDGE CONCRETE	---	UD	UNDERDRAIN	UD
---	PAVEMENT PAINT	---	CB	CATCH BASIN	CB
---	GRAVEL ROAD	---	DM	DRAINAGE MH	DM
---	CURBLINE	---	CU	CULVERT	CU
---	EDGE WATER	---	OHU	OVERHEAD UTILITY	OHU
---	TREELINE	---	UT	UNDERGROUND UTILITY	UT
---	CONTOURS	---	T	TELEPHONE	T
---	SPOT GRADE	---	E	UNDERGROUND ELECTRIC	E
---	FENCE	---	TFP	TRANSFORMER PAD	TFP
---	RETAINING WALL	---	EMH	ELECTRICAL MANHOLE	EMH
---	GUARDRAIL	---	TMH	TELEPHONE MANHOLE	TMH
---	BOLLARD	---	LFW	LIGHT POLE/WALL	LFW
---	GAS	---	UP	UTILITY POLE	UP
---	GAS GATE VALVE	---			

NOTES

- PROPERTY, SITE AND TOPOGRAPHIC DATA SHOWN HEREON IS FROM A COMBINATION OF AVAILABLE CITY GIS INFORMATION AND DATA FROM PLAN REFERENCE B. ENTITIES DEPICTED HEREON WERE NOT FIELD VERIFIED FOR ACCURACY OR OMISSIONS.
- VERTICAL AND HORIZONTAL DATUMS REFERENCED IN PLAN REFERENCE A. SEE SHEET 1 OF 5.
- THE UTILITY LOCATIONS DEPICTED HEREON ARE APPROXIMATE AND COMPILED USING AVAILABLE CITY GIS DATA. FIELD VERIFICATION IS REQUIRED BY THE CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITY. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.
- ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENT CONTROL BEST" MANUAL PUBLISHED BY BUREAU OF LAND AND WATER QUALITY MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2009 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.



STATE OF MAINE
CRAIG A. BURGESS
No. 12638
Professional Engineer
3-20-14

DATE: 03-20-14
SUBMITTED FOR CITY SITE PLAN APPROVAL
STATUS: REV: A
BY: OAM
THIS PLAN SHALL NOT BE ACQUIRED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNIQS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNIQS, INC.

SEBAGO
TECHNIQS
75 John Roberts Rd., Suite 1A
South Portland, ME 04106
Tel: 207-262-2100
WWW.SEBAGOTECHNIQS.COM

DESIGN: OAM/CAB
CHECK: OAM
DRAWN: CAB
PROJECT NO.: 13430

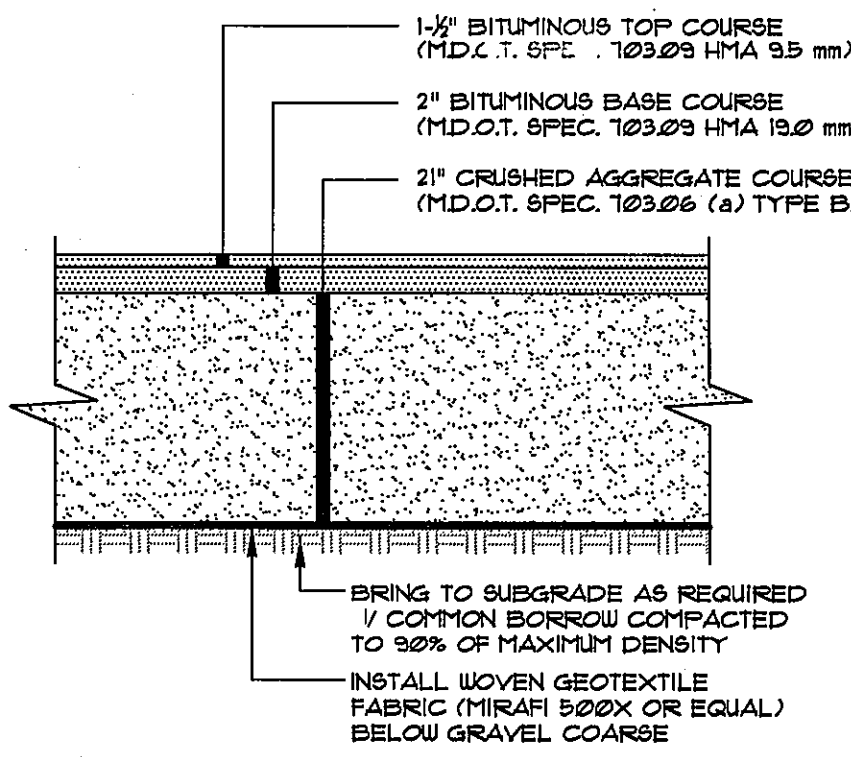
GRADING & UTILITY PLAN
OF:
MAINE STATE PIER PROCESSING FACILITY
COMMERCIAL STREET
PORTLAND, MAINE 04101
FOR:
SHUCKS MAINE LOBSTER
150 MAIN STREET
RICHMOND, ME 04357

DATE: 03-20-14
SCALE: 1"=20'
SHEET 3 OF 5

13430.dwg, TAB: 3/1

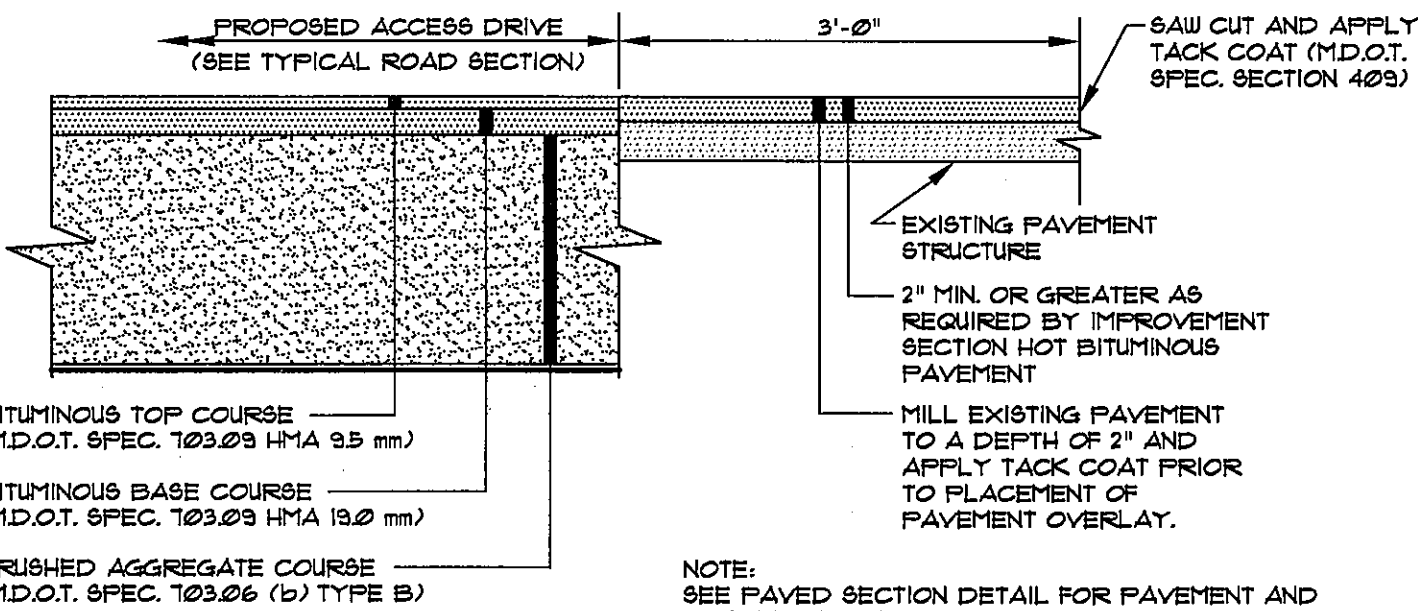
CONSTRUCTION NOTES

- ALL WORK SHALL CONFORM TO THE APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIM OR HERSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIM OR HERSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
- CONTRACTOR SHALL NOTIFY ENGINEER OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT FOUND IN THE FIELD.
- INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND OWNER'S REQUIREMENTS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- 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.
- CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO CONSTRUCTION.
- 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.
- SITE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION, BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CURBERSON & ASSOCIATES DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 1991 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
- THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN HEREON ARE BASED 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 (811) 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.
- CONTRACTOR SHALL BE AWARE THAT DIG SAFE ONLY NOTIFIES ITS "MEMBER" UTILITIES ABOUT THE DIG. WHEN NOTIFIED, DIG SAFE WILL ADVISE CONTRACTOR OF MEMBER UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND CONTACTING NON-MEMBER UTILITIES DIRECTLY. NON-MEMBER UTILITIES MAY INCLUDE TOWN OR CITY WATER AND SEWER DISTRICTS AND SMALL LOCAL UTILITIES, AS WELL AS USG PUBLIC WORKS SYSTEMS.
- CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRS.A 336.0-A. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE APPROPRIATE UTILITIES TO OBTAIN AUTHORIZATION PRIOR TO RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS. IF A UTILITY CONFLICT ARISES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER, THE MUNICIPALITY AND APPROPRIATE UTILITY COMPANY PRIOR TO PROCEEDING WITH ANY RELOCATION.
- ALL PAVEMENT MARKINGS AND DIRECTIONAL SIGNAGE SHOWN ON THE PLAN SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS.
- ALL PAVEMENT JOINTS SHALL BE SAUCUT 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 RIGHT-OF-WAY.
- ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE PERMIT FROM THE TOWN OF NAPLES.
- IMMEDIATELY UPON COMPLETION OF CUTS/FILLS, THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH EROSION CONTROL NOTES AND AS SPECIFIED ON PLANS.
- THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE REMOVAL, REPLACEMENT AND RECTIFICATION OF ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKMANSHIP IN CONNECTION WITH THE CONTRACT WORK. THE CONTRACTOR SHALL REPLACE OR REPAIR AS DIRECTED BY THE OWNER. ALL SUCH DAMAGED OR DEFECTIVE MATERIALS WHICH APPEAR WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.
- ALL WORK PERFORMED BY THE GENERAL CONTRACTOR AND/OR TRADE SUBCONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF LOCAL, STATE OR FEDERAL LAWS, AS WELL AS ANY OTHER GOVERNING REQUIREMENTS, WHETHER OR NOT SPECIFIED ON THE DRAWINGS.
- WHERE THE TERMS "APPROVED EQUAL", "EQUAL TO", "ACCEPTABLE" OR OTHER GENERAL QUALIFYING TERMS ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE RULING AND JUDGMENT OF SEBAGO TECHINCS, INC.
- THE GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR THE WORK UNTIL TURNED OVER TO THE OWNER.
- THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES.
- THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ARCHITECT/ENGINEER AND/OR CLIENT/OWNER.
- DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSION AND CONDITION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
- BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION, CLEAN THE AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAVE BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT AREA NEAT AND PRESENTABLE.
- ALL SUBSURFACE UTILITY LINES SHOWN HEREON ARE BASED SOLELY ON THE FIELD LOCATION OF VISIBLE STRUCTURES, SMM'S, CB'S, HYDRANTS, ETC. IN CONJUNCTION WITH DESIGN AND OR AS-BUILT PLANS SUPPLIED TO SEBAGO TECHINCS, INC. BY OTHERS. PRIOR TO ANY CONSTRUCTION, EXCAVATION, TEST BORINGS, DRILLING, ETC., DIG SAFE MUST BE NOTIFIED AND A SITE IDENTIFICATION NUMBER ALONG WITH A SAFE TO DIG DATE OBTAINED. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION, DEPTH AND MATERIAL OF ALL SUBSURFACE UTILITY LINES SHOWN HEREON AND ANY AND ALL OTHERS LOCATED ON SITE WITHIN THE CONSTRUCTION AREA.

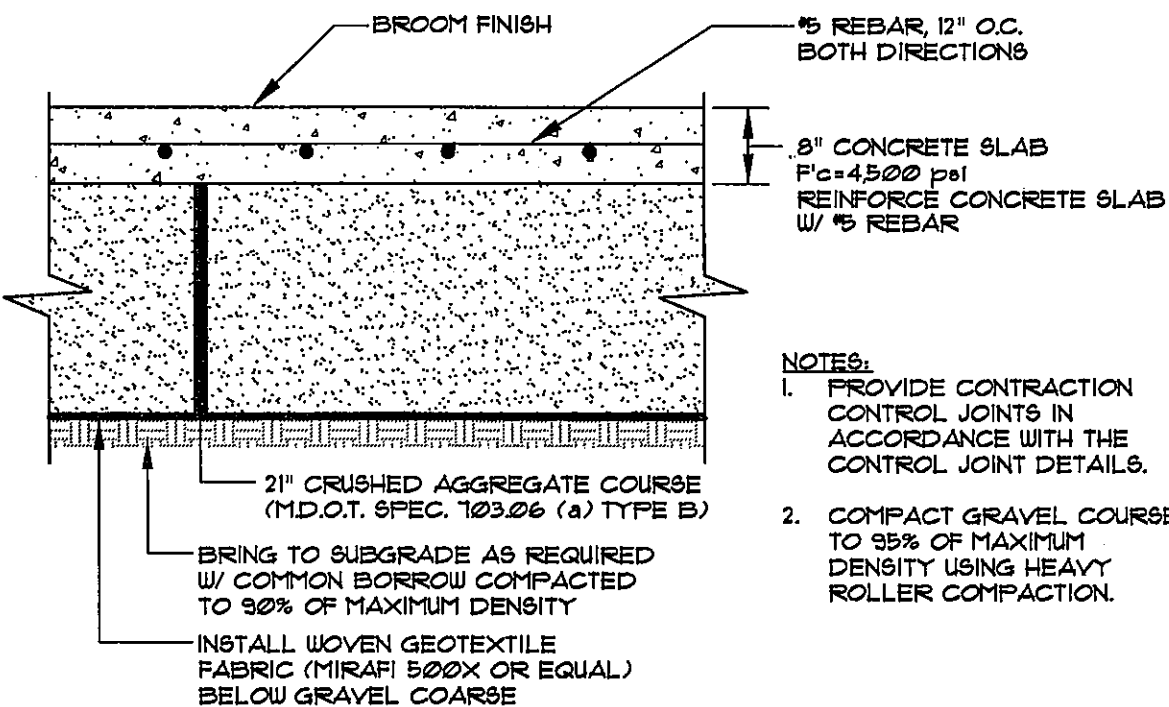


- NOTES:
- COMPACT GRAVEL COURSE TO 95% OF MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
 - CONTRACTOR SHALL SET GRADE STAKES MARKING SUBBASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.

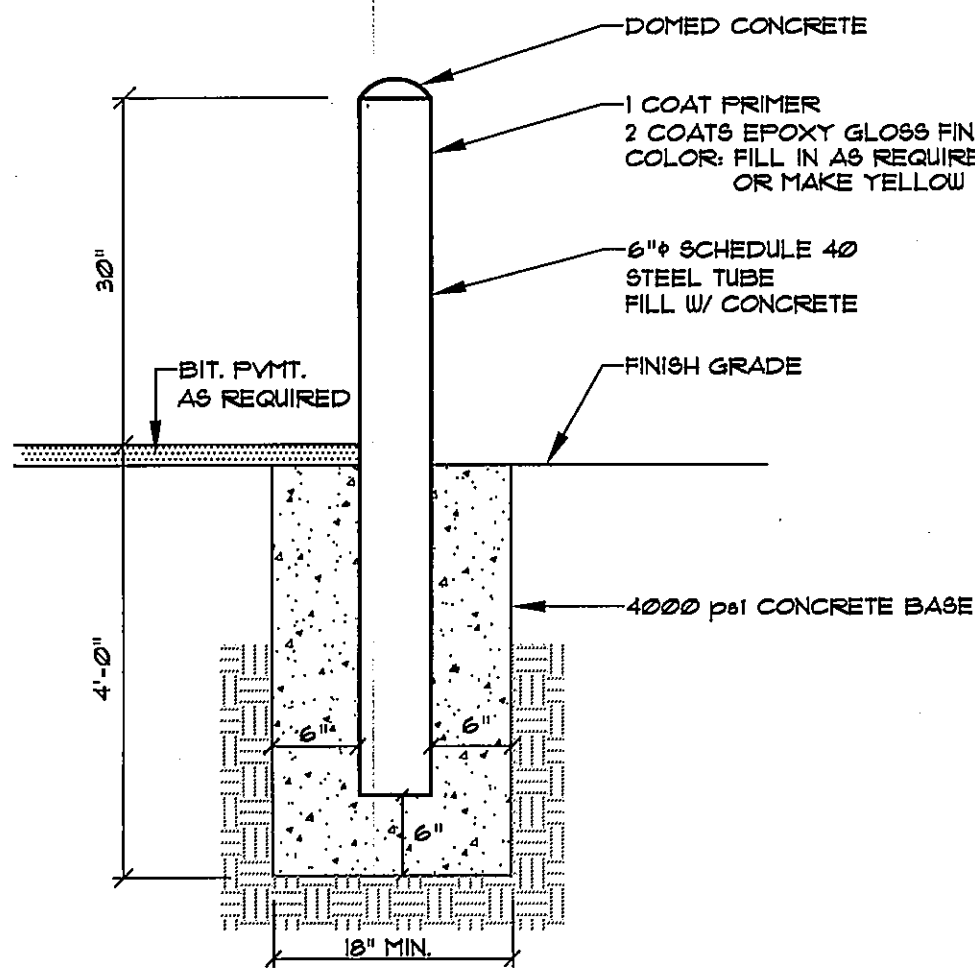
TYP. PAVED SECTION
NOT TO SCALE



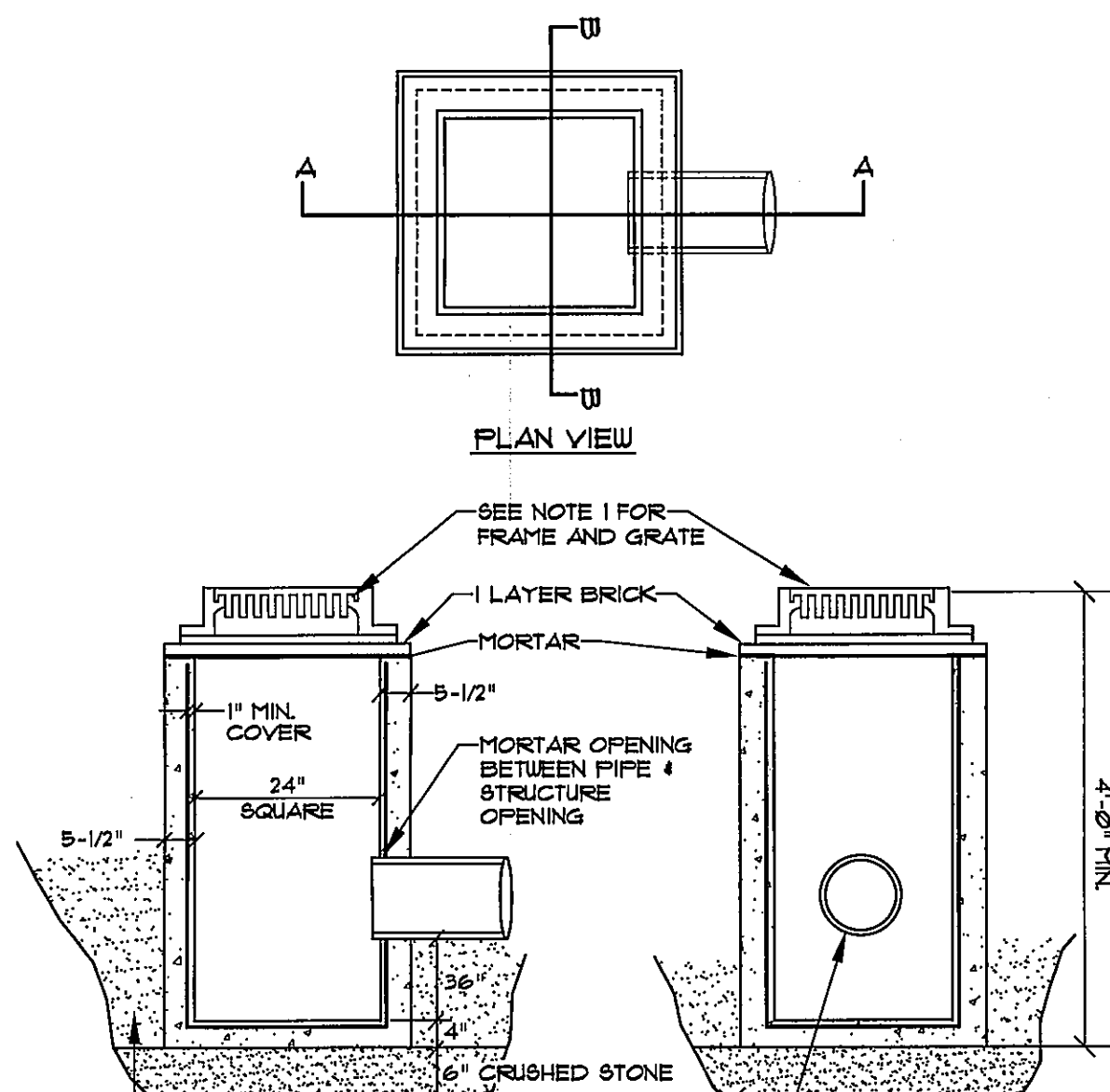
TYPICAL PAVEMENT JOINT
NOT TO SCALE



TYPICAL CONCRETE SLAB
NOT TO SCALE

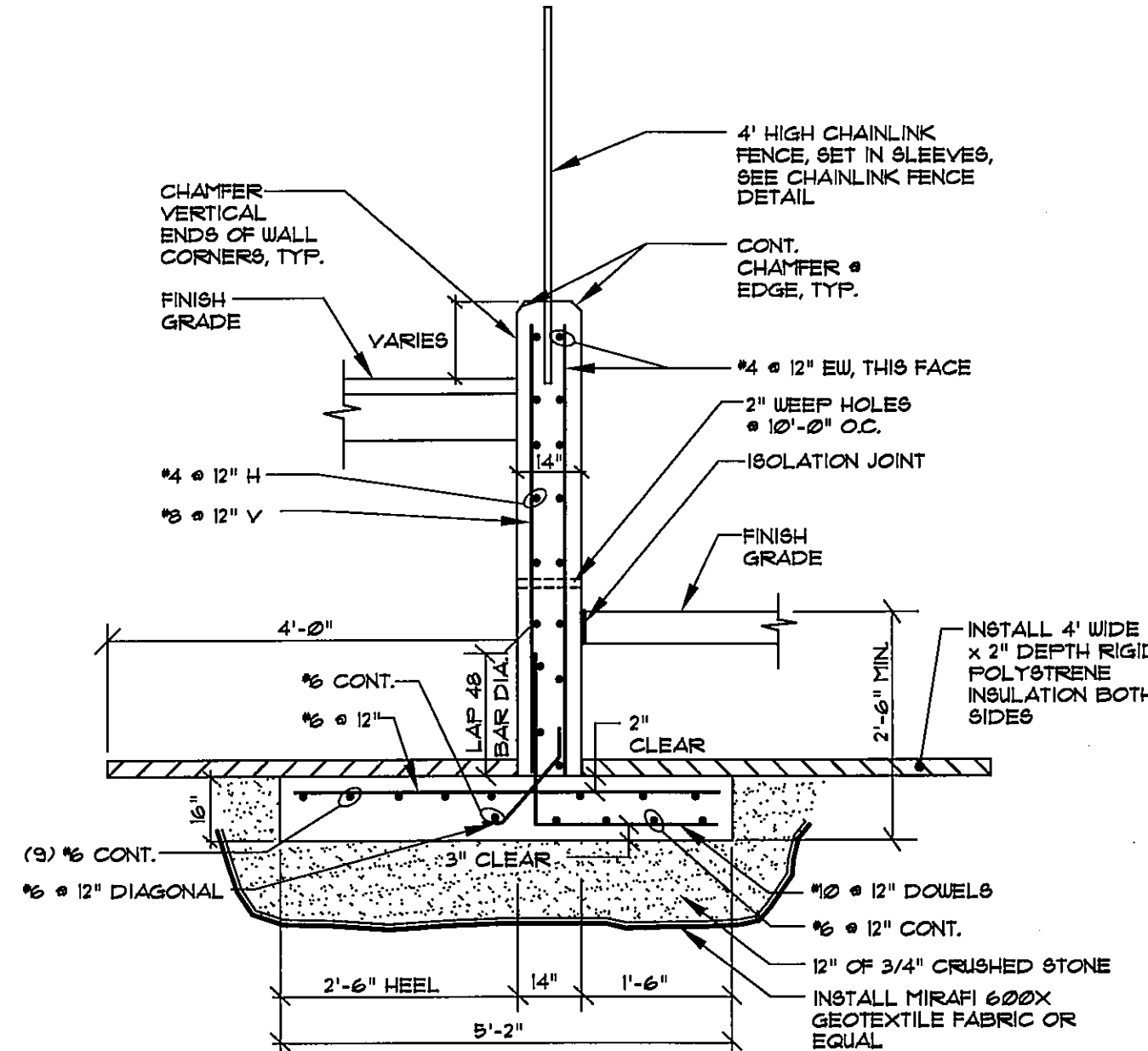


METAL BOLLARD
NOT TO SCALE

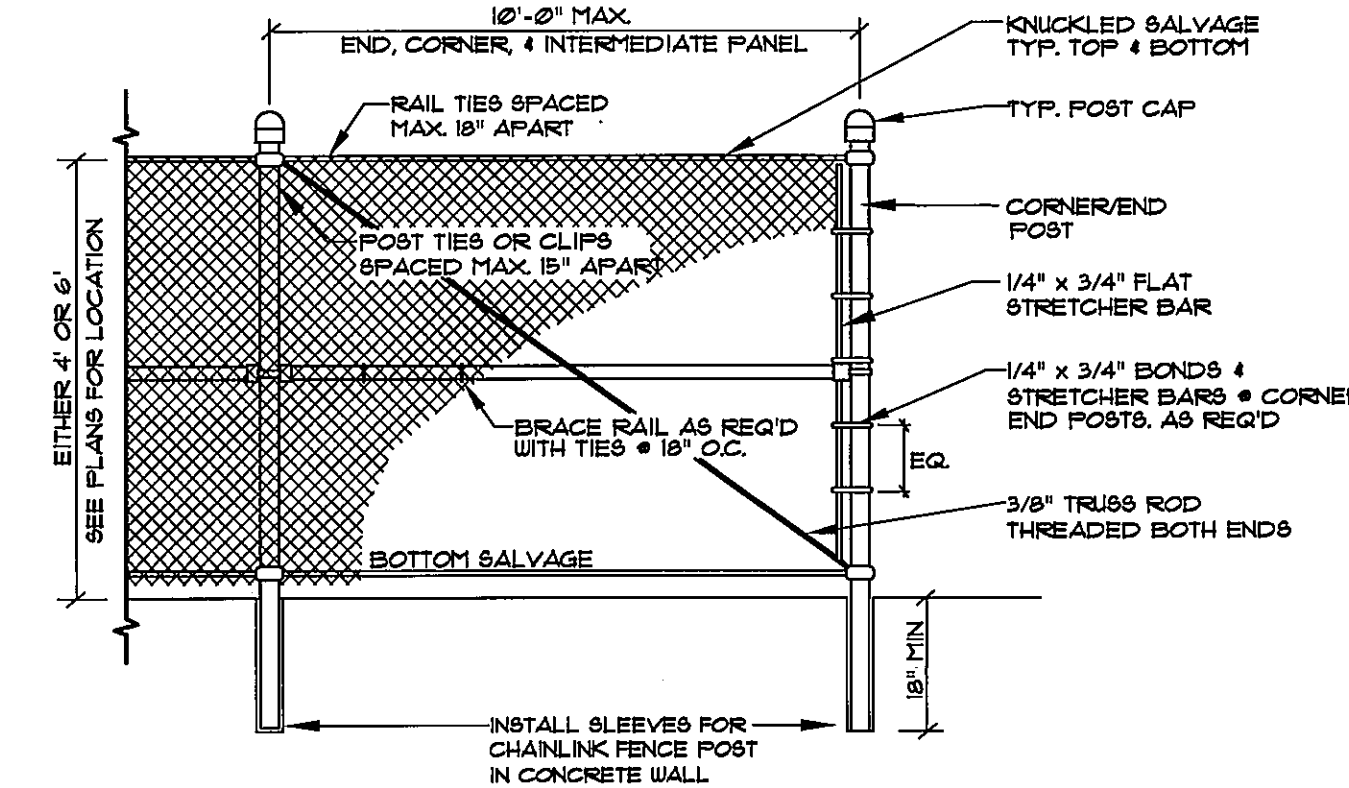


- NOTES:
- FRAME SHALL BE FOR 24\"/>
 - ENTIRE CATCH BASIN WITH EXCEPTION OF LEVELING BRICK FRAME AND GRATE TO BE PRECAST AS SINGLE PORTLAND CEMENT CONCRETE UNIT.

TYP. TYPE "F" CATCH BASIN
NOT TO SCALE

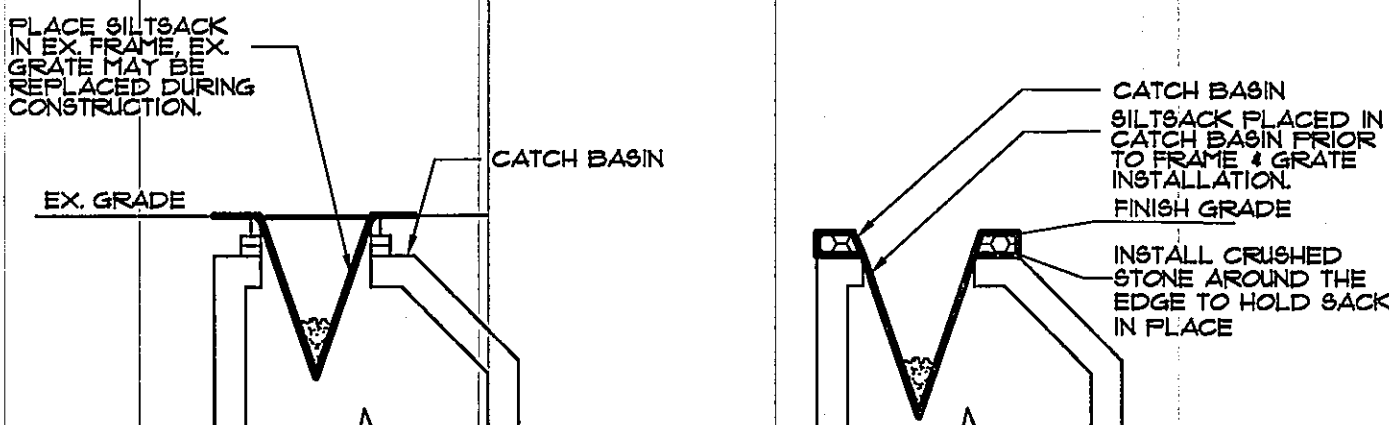


TYP. RETAINING WALL
REINFORCING DETAIL
NOT TO SCALE

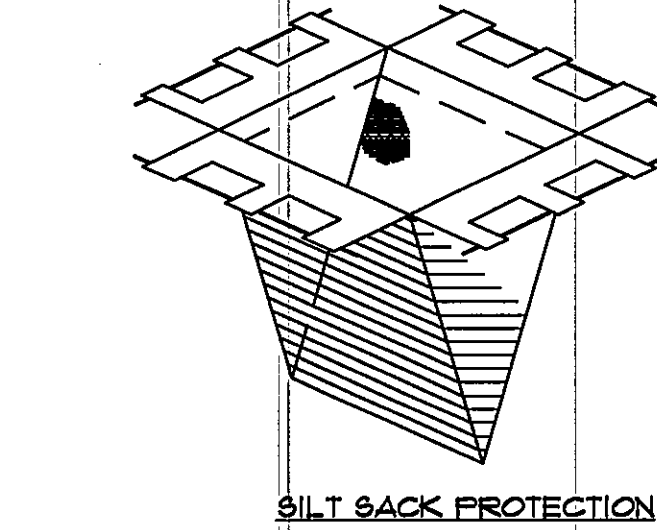


- NOTES:
- CORNER OR END POST: NOMINAL 3\"/>
 - INTERMEDIATE POST: NOMINAL 2-1/2\"/>
 - BRACES (TOP & BOTTOM): NOMINAL 1-5/8\"/>
 - THE OUTSIDE OF THE FENCE FABRIC SHALL BE 3\"/>
 - BRACE RAIL AND DIAGONAL BRACE ROD SHALL BE INSTALLED AT EACH 10\"/>
 - CONCRETE SHALL HAVE MINIMUM COMPRESSIVE STRENGTH (f') c OF 3,000 PSI WITH 6% AIR ENTRAINMENT.
 - SUBMIT SHOP DRAWINGS FOR OWNER'S/ENGINEER'S APPROVAL.
 - FENCE FABRIC POST, RAIL AND APPURTENANCES SHALL BE VINYL CLAD+ COLOR: BLACK.

TYPICAL CHAIN LINK FENCE
NOT TO SCALE

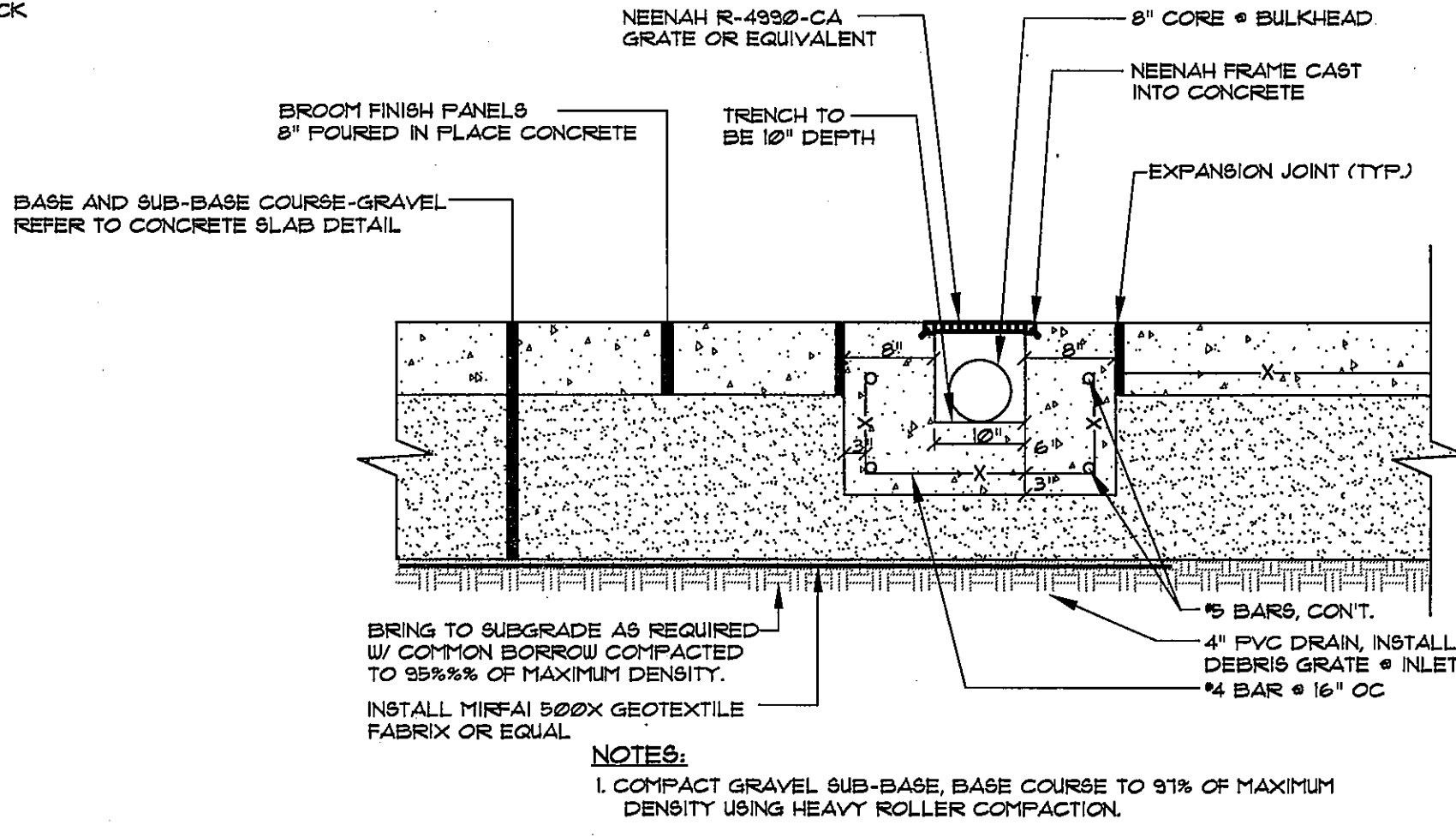


EXISTING BASIN NEW INSTALLATION

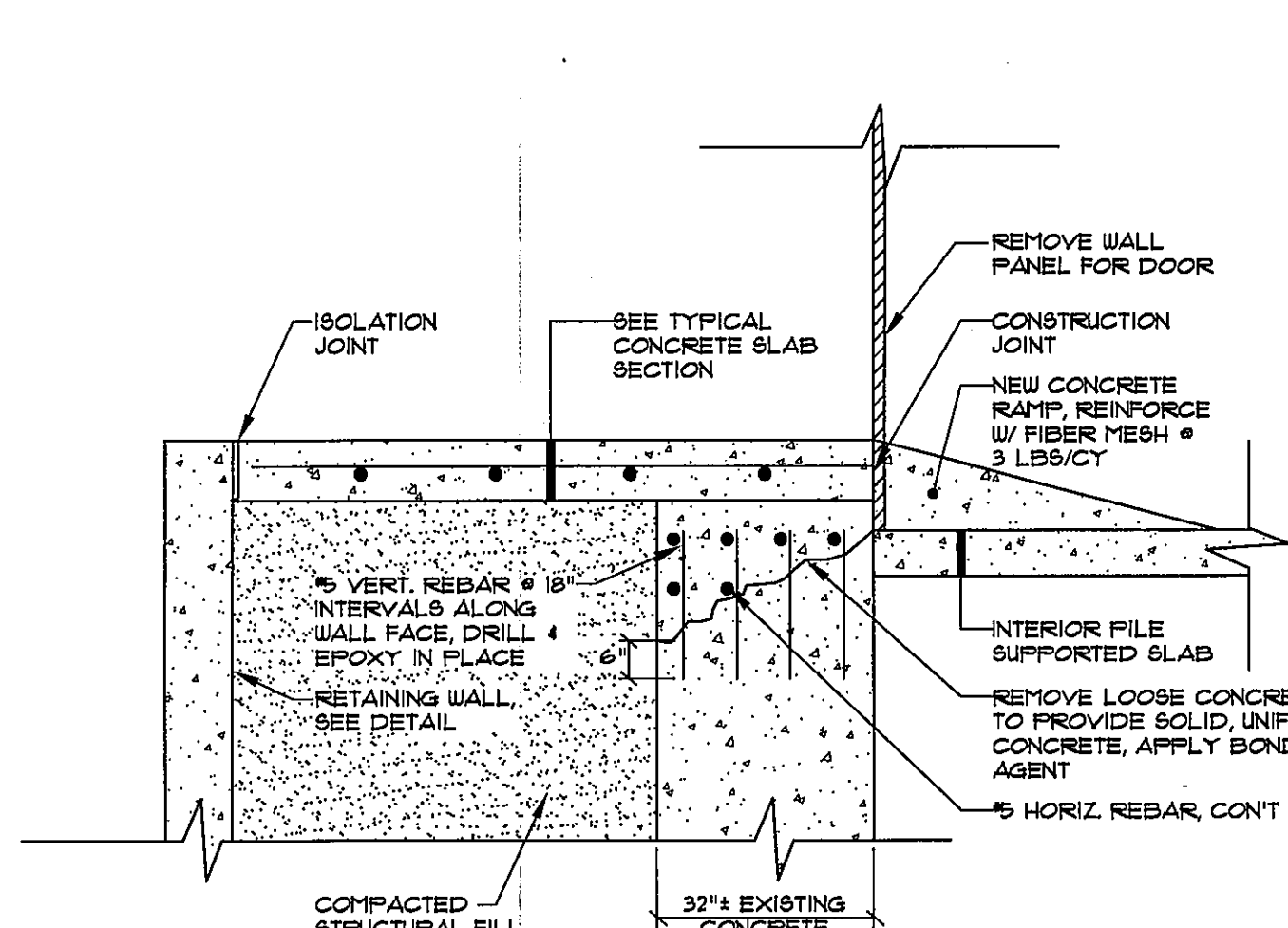


- NOTES:
- PRIOR TO FINAL GRADING AND PAVING OPERATIONS BEGIN A CATCH BASIN INSERT (SUCH AS A SILT SACK OR A DANDY BAG) MUST BE INSTALLED IN EXISTING BASIN PER MANUFACTURER'S INSTRUCTIONS. HAY BALES SHOULD BE REMOVED ONCE INSERTS ARE INSTALLED.

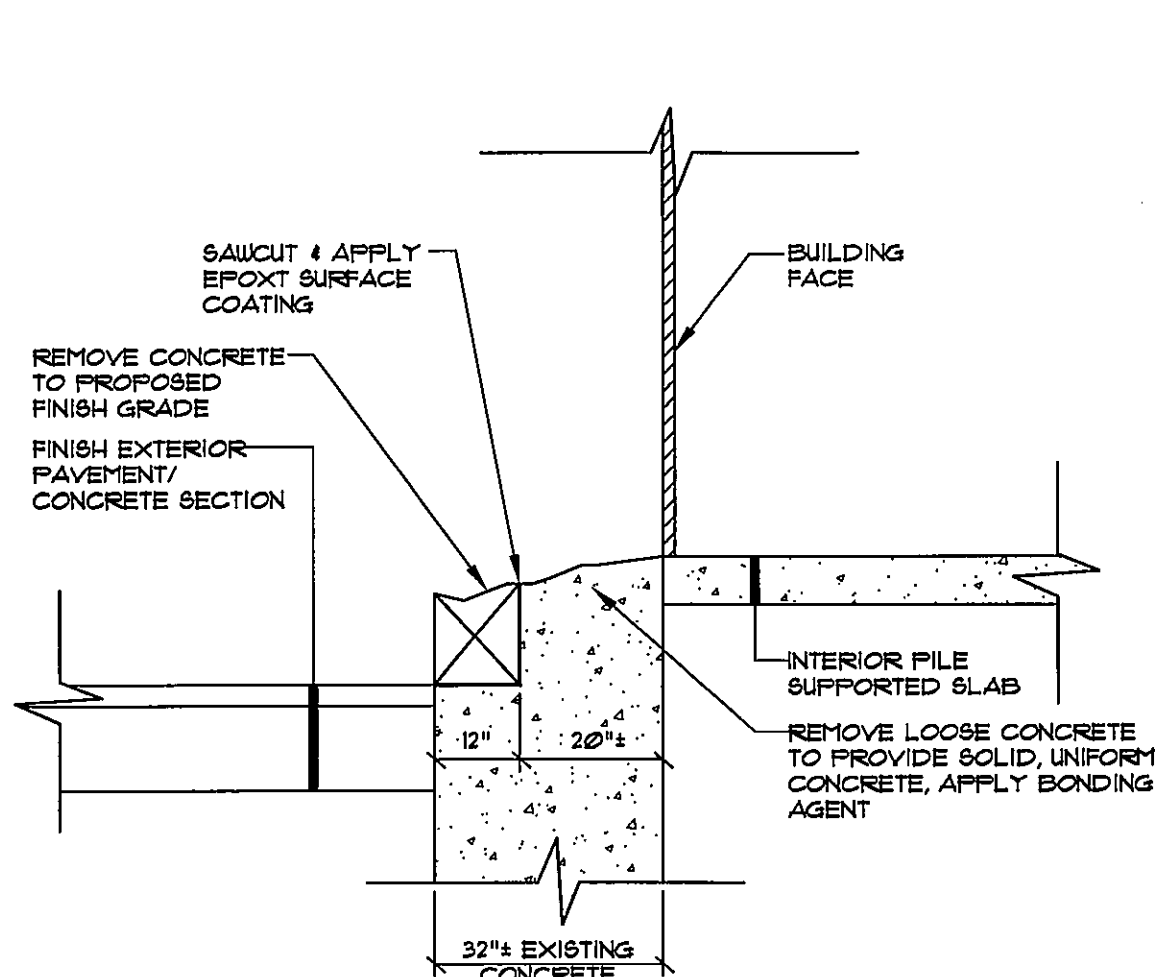
CATCH BASIN PROTECTION DETAIL
(FOR PAVED AREAS)
NOT TO SCALE



TRENCH DRAIN CROSS SECTION
NOT TO SCALE



LOADING DOCK/ WALL IMPROVEMENT
NOT TO SCALE



LONGITUDINAL WALL SAW CUT
NOT TO SCALE

STATE OF MAINE
CRAIG A. BURGESS
No. 12638
Professional Engineer
3.20.14

DATE: 03-20-14
BY: OAM
REV: A

STATUS: SUBMITTED FOR CITY SITE PLAN APPROVAL

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PROJECT NO.: 13430
DESIGN: OAM/CAB
FIELD BOOK: OAM/CAB
DRAWN: CAB

SITE DETAILS & NOTES

OF: MAINE STATE PIER PROCESSING FACILITY
COMMERCIAL STREET
PORTLAND, MAINE 04101

FOR: SHUCKS MAINE LOBSTER
150 MAIN STREET
RICHMOND, ME 04357

DATE: 03-20-14
SCALE: 1"=20'

SHEET 5 OF 5

134300.dwg TAB: 01



Memorandum
Planning and Urban Development Department
Planning Division

To: Stuart O'Brien, Chair and Members of the Portland Planning Board
From: Richard Knowland, Senior Planner
Date: April 18, 2014
Re: East Bayside Rezoning/Portland Housing Authority (R-6 to R-7)
Project #: #2014-013
Meeting Date: April 22, 2014

I. INTRODUCTION

A public hearing has been scheduled to consider a proposal by the Portland Housing Authority and Portland Housing Development Corporation to rezone their residential property holdings in East Bayside from R-6 to R-7. These properties include Kennedy Park, Bayside Terrace, Bayside East, 47-49 Boyd Street and the proposed Bayside Anchor project. The genesis for the zone change is PHA's desire to provide additional infill development within their landholdings. However, this proposal came at a time when City staff was examining all of the residential zones on the Peninsula for possible text and map changes, and as a result this was seen as an opportunity to look at the zoning map in the neighborhood. PHA is referred in this memo as the applicants. After conducting a public hearing, the Board will be asked to make a recommendation to the City Council on the proposed map change.

An East Bayside zoning map; an excerpt from Richard's Atlas (1914) of East Bayside; and an aerial photo of East Bayside are shown as Attachments A, B and C, respectively.

For purposes of holding a public hearing and to consider a comprehensive review of the neighborhood residential land use issues, the entire R-6 East Bayside area was advertised for the purposes of holding a public hearing. The Staff recommendation for the rezoning is summarized in Section X of this report. We are recommending that the R-7 map change should incorporate the PHA campus and the seven adjacent (split blocks) including the Three G property but not the entire R-6 zone of East Bayside.

A table of contents of this report is shown below:

- I. Introduction
- II. Findings
- III. Bayside Anchor Proposal
- IV. Comparison of R-6 and R-7
- V. Implementation of R-7 Zone
- VI. East Bayside Land Use Consideration
- VII. Land Use Policy
- VIII. Commonly Asked Questions
- IX. Neighborhood Meetings
- X. Summary and Staff Recommendation
- XI. Motions For The Board To Consider

Notice of the workshop consisted of the item appearing in the Portland Press Herald on April 7, 2014 and April 8, 2014. In addition, 271 notices were mailed to area property owners.

II. FINDINGS

Existing Zoning:	R-6	1,000 sf or 43 units per acre
Proposed Zoning:	R-7	435 sf or 100 units per acre
Land Area:		10.79 acres
Existing Dwelling Units:		164 units or 2,865 sf per dwelling unit
Bayside Anchor Proposal		
Land Area:		20,147 sf
Dwelling Units:		45 units or 447 sf per dwelling unit
Total Dwelling Units:		209 units
Existing Parking Spaces:		183
Proposed Parking Spaces:		157

III. BAYSIDE ANCHOR PROPOSAL

PHA would like to construct a 45 unit multi-family building (Bayside Anchor) at the corner of Boyd Street and Oxford Street on the site of an existing parking lot. Attachment 2 includes a vicinity map and a map of the PHA campus identifying the zone change area and the various housing developments within the campus, including existing housing unit counts and residential density. The Bayside Anchor site is located within the PHA campus, but will be owned and developed by an affiliate corporation, thus the lot must have sufficient land to satisfy density requirements. The 20,147 sq. ft. lot would fall short of the R-6 density requirements for 45 housing units hence the request for an R-7. A conceptual site plan has been submitted and is shown as Attachment 5. The proposed building is anticipated to be 4 stories high.

Uses

In addition to residential uses the proposed building will feature Head Start, a neighborhood policing office and PHA administrative offices on the first floor. These uses will be relocated from an existing one story building on Boyd Street. The PHA offices appear to be accessory to the campus, the police office is a permitted municipal use and Head Start (an accessory or conditional use). Applicant will need to provide specific information on these uses so that Marge Schmuckal (Zoning Administrator) may make a formal determination on the appropriate use classification at the time of development review.

Parking

The proposed development will occupy the site of an existing 26 space parking lot and therefore be dependent on other PHA off-street parking areas on their campus to meet their parking needs. Currently PHA has 201 parking spaces for 155 dwelling units or a ratio of 1.18 spaces per dwelling unit. See Attachment 2. With the Bayside Anchor housing project in place, PHA indicates they will have a total of 157 spaces or 0.78 parking spaces per unit. The PHA consultant team is in the process of undertaking a parking study to confirm the existing campus parking demand. Anecdotal information appears to indicate that the present PHA parking demand is well under one space per dwelling.

As an affordable housing development it qualifies under sec. 14-332.2(b) provides for a reduced parking standard with review by the Planning Board. Under the provisions of sec. 14-333, parking for Bayside Anchor may take place at an off-site location but must be within 300 feet of the project. This provision allows the Planning Board to substitute for the Board of Appeal review if the Planning Board is already considering the project under development review.

Applicant has provided further information on ownership of the Bayside Anchor property in relationship to the PHA campus and their campus parking facilities available for the project. A memo from Marge Schmuckal, Zoning Administrator, has been received in response to that submission. See Attachment D.

Scope of Map Change

Initially PHA requested a zone change for the Bayside Anchor site only. However upon further consideration and Planning Staff input, PHA has extended their zone change to include all their landholdings in East Bayside. The submission indicates the "R-7 zone will allow increased flexibility and density as PHA and PHDC begin planning for future renovation and expansion of its properties within the East Bayside neighborhood."

The Bayside Anchor site needs an R-7 zoning designation since it does not meet R-6 setbacks, density, lot coverage and possibly open space requirements. The PHA campus as a whole is well under the R-6 density requirements but its development pattern is out of character with the surrounding residential neighborhoods in terms of building placement, orientation and layout. An R-7 designation will assist future PHA efforts to facilitate infill and redevelopment more in keeping with typical neighborhoods found on the peninsula.

Generally when a map change amendment is reviewed, the Board looks at it comprehensively and considers other adjacent areas that may be appropriate candidates for a similar rezoning. This may result in the Board considering and advertising a larger geographic area for the purposes of holding a public hearing, which can be reduced in scope when the Board formulates its recommendation to the City Council. For Tuesday's public hearing the entire R-6 area in East Bayside was advertised for a possible R-7 rezoning. See Section X of this memo for the Planning Staff zone change recommendation.

Development Reviews

Assuming the zone change is approved, the development will be subject to Planning Board site plan and subdivision review. Depending on the Zoning Administrators interpretation of the Head Start use, a conditional use review (kindergarten) by the Board of Appeals may be required.

IV. COMPARISON of R-6 and R-7 ZONE

Zoning requirements for R-6 versus R-7 zones		
STANDARD	R-6	R-7
Purpose	Sec. 14-135. Purpose. The purpose of the R-6 residential zone is: (a) To set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households; and to conserve existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of professional offices and other nonresidential uses.	Sec. 14-141. Purpose. (excerpt) The purpose of the R-7 Compact Urban Residential Overlay Zone is to encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, . . . Locations for siting the R-7 Zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone . . .
Permitted Uses	Residential: Single and Two-family; Multifamily dwellings; Handicapped family unit; Single-family, multiple-component manufactured housing; Single-family single-component manufactured housing Other: Lodging house; Cemeteries; Parks; Accessory uses; Home occupation; Municipal uses; Special needs independent living units; Conversion into bed & breakfast; Hostels; Wind energy systems	Uses permitted in the R-6 Zone

RESIDENTIAL*	R-6	R-7
Min. Lot Size	4,500 sf	None
Min. Street Frontage	40 feet	None
Min. Front Yard	10 feet	None
Min. Rear Yard	20 feet	5 feet
Side Yard	10 feet – 1 to 3 stories 12 feet – 4 stories 15 feet – 5 stories Side street: 10 feet	5 feet Side street: None
Structure Height	45 feet	50 feet
Max. Lot Coverage	40% for lots which contain 20 or more dwelling units 50% for lots which contain less than 20 units	100%
Min. area per dwelling unit	600 sf additional units 1,000 sf gross area 1,200 sf for each unit after first 3	435 sf gross area 400 sf habitable floor area
Open space ratio	20%	n/a
Parking	Off-street parking is required	Off-street parking is required

A chart comparing the R-6 with the R-7 is shown below. Generally the R-7 has more flexible dimensional requirements than the R-6 zone including density, minimum lot size, setbacks and height.

**All other uses in the R-7 Zone shall observe the requirements of the R-6 Zone (Sec.14-142 (a)6e)*

Residential Density

As previously indicated the R-7 provides more flexibility than the R-6 zone to address the opportunities of infill development including a higher residential density. A discussion on the context of density and neighborhoods is appropriate particularly since peninsula neighborhoods have far fewer people today than in the past.

Census Bureau data indicates that Portland's population reached its peaked in 1950 with 77,634 people. Over a period of time population declined as growth in suburban areas drew people outside the City.

Attachment E is a map showing the density of people living in the City in 1950. The map indicates most Portland residents lived on the peninsula with a comparatively small number of people off-peninsula. This contrasts with present day where North Deering has the largest population of any neighborhood and 64 percent of the city's residents live off-peninsula. (1990 Census).

The latest Census count indicates Portland's population stands at 66,194 people (a 3 percent increase from 2000 to 2010) which is comparable to the population around World War I. Historically peninsula neighborhoods and housing were built with a higher density of people in mind. In earlier times, family sizes were larger thus there were more people per housing unit than present. Suburbanization and people having fewer children changed that. While the R-7 density is higher than the present R-6 density standard (see above) the fact remains there are now fewer people per unit occupying the City's housing stock. According to the 1950 Census the average Portland household (population per household) had 3.16 persons with several census tracts in Munjoy Hill having 3.43 persons per housing unit. Today the average household size in Portland is 2.07 (2010 Census). As we go back into time this disparity would likely increase. An R-7 designation may not necessarily translate into a significant increase in the total number of people living in a given residential building when compared to an earlier time in the neighborhood's history.

A review of the twelve R-7 rezonings listed in this report indicates only a couple projects that reached the maximum R-7 residential density and those required a conditional rezoning. R-7 zoning allows flexibility in building placement (more than the R-6) which may be more critical to developers than maximizing density to the R-7 limits. The R-7 does allow more density but there are other zoning provisions such as height, parking and setbacks that pose practical limits on density.

Clearly the automobile wasn't a factor at the turn of the 20th century but it is today. Automobile parking takes up space on a property occupying about 162 square feet of land area for a standard parking space and up to 270 square feet in a formal parking lot with circulation factored in. Depending on the size of the site and number of units proposed, the amount of residual lot area available to accommodate parking may be limited. But there are other considerations. In an in-town location not everyone needs a car since public transportation is available and jobs, shopping and services are often within walking distance. The Planning Board is able to modify the normal one space per dwelling requirement in which parking demand is reduced through travel demand management programs, shared-use vehicles and other measures.

V. IMPLEMENTATION of R-7 ZONE

Since the enactment of the R-7 zoning text in 1999 a number of R-7 map changes have been implemented on the peninsula. These rezonings and the subsequent housing developments provide a track record of how this zoning concept has worked. Generally these developments have been well received, contribute towards neighborhood revitalization, and blend in well with their surroundings.

The R-7 is a valuable tool to enhance infill development in a neighborhood. The present layout and pattern of residential development in many R-6 neighborhoods could not be replicated under the present R-6 zoning text. In many cases existing buildings constructed at the turn of the century (well before zoning) could not meet present day R-6 requirements such as

minimum lot size, setbacks, lot coverage and density. It is precisely these building placement traits that contribute toward the physical character of a neighborhood. The R-7 on the other hand is more flexible which means building placement can reflect the traditional development pattern of a neighborhood.

Below is a list of R-7 rezonings. The column “Reason for Zone Change” refers to the reason why the developer sought out the more flexible provisions of the R-7 zone although there may be other considerations such as building placement that are not listed. Note several of these zone changes also included conditional zoning. Three of the R-7 rezonings have taken place in East Bayside including corner of Greenleaf and Monroe; corner of Smith and Oxford; corner of Cumberland and Anderson. The PHA proposal would be the largest R-7 rezoning to date.

Project	Land Area (sq. ft.)	Housing Units	Reason for Zone Change
Unity Village (Berman)	31,000	33	Density, setbacks
Greenleaf and Monroe (PROP)	10,833	9	Side yard and parking
Hanover (PROP)	3,820	3	Side yard and parking
Smith and E. Oxford (AVESTA)	14,790	20	Density
Cumberland/Anderson (PROP)	5,005	4	Parking, setback
Grant and Mellon (PROP)	18,980	16	
Valley and Gilmanton (Shalom)	19,683	24	Density and parking
91 State Street (Butterfield)	8,548	10	Density and min. dwelling size
High on Danforth (CHOM)	7,656	30	Density and parking
66-68 High Street (CHOM)	23,797	38	Density and “lot coverage?”
Federal Street (Gan)	11,528	8	Parking, side yard
53 Danforth Street (Szanton)	16,470	43	Side yard, density, height,

VI. EAST BAYSIDE LAND USE CONSIDERATIONS

In assessing the entire East Bayside R-6 neighborhood a number of observations can be made regarding land use, housing, and development patterns.

Overview

The existing East Bayside R-6 is framed by a B-2b zone along Washington Avenue, a B-2b along Congress Street, Franklin Street, an I-Lb zone and B-5 zone between I-295 and the neighborhood as well as an R-OS zone (Fox Field).

The existing R-6 residential zone is almost entirely residential except for the Mayo Street Art facility (12 Mayo Street), City of Portland Recreation Services building (90 Anderson Street), Ingraham Volunteers (165 Cumberland Avenue) and Union Bagel (147 Cumberland Avenue). The Cathedral Church, Portland Adult Education facility (formerly Cathedral School) and Bayside Variety Store (166 Cumberland Avenue) are located between Cumberland Avenue and Congress Street. The Three G auto repair facility is located on the corner of Anderson, Fox and Everett Streets.

Neighborhood park facilities include Peppermint Park (playground), Bayside Playfield (4 acres with Fox Field, a playground and basketball courts) and Boyd Street open space (a 1.5 acre green area with a community garden). A new trail connecting Boyd Street to the Bayside Trail has been partially constructed and will be completed next year. Most residences are within a two or three block walk of open space or park facilities.

Three R-7 zones have been implemented to date in the neighborhood including the corner of Smith and Oxford Streets; corner of Greenleaf and Monroe Streets; and corner of Cumberland and Anderson Streets. See Attachment F for site photos.

East Bayside Lot Data

Attachment G from the March 11th workshop memo includes a map featuring city blocks numbered 1 to 16 for non-PHA parcels. These city block numbers correspond to charts shown on Attachment H (organized by blocks) which provide individual lot information including street address, lot area, land use and number of housing units. This information does include the Hammond Street block and the block between Cumberland Avenue and Congress Street.

A review of this data reveals the prevalent housing type is single, two and three family dwellings with an intermixing of some larger residential buildings. Single family houses constitute in excess of 45 forty percent of the developed housing lots in the neighborhood. Most of the single family houses are located in the blocks bounded by Anderson Street (east side) to Oxford Street, Greenleaf Street, Monroe Street, Madison Street, Winthrop Street and Fox Street (blocks 11 to 17).

The charts indicate there are 8 four unit buildings in the neighborhood. Larger scale multi-family buildings are represented by four other properties having 7 unit, 12 unit, 15 unit and 20 unit buildings respectively. [Note the charts have not been updated to include Hammond Street and blocks between Cumberland and Congress Street.]

Neighborhood lots are generally small. Of the 149 lots (developed and vacant) only 26 exceed the R-6 4,500 sf minimum lot size standard.

Most lots though small do meet the R-6 density standard of 1,000 sf of land area. Only 21 lots are nonconforming in terms of the R-6 residential density standard of 1,000 sf per dwelling unit.

In reviewing maps with building footprints, it appears at least one-half of the lots do not meet one of the R-6 side yard requirements or some other dimensional requirement.

Seventeen lots are listed as vacant or having a garage (with no other use) according to City Assessor records. Presumably these lots could be built on or combined with an adjacent parcel providing additional housing opportunities. The size of these parcels however reflects the general small lot size found in the neighborhood. The largest vacant parcel is only 4,800 sf in size while 13 of the lots are 2,400 sf or larger in size. There are no obvious oversized vacant non-PHA parcels that could serve as sites for larger size housing developments.

Although not a vacant lot, the non-conforming Three G auto repair facility (20,440 sf; corner of Fox and Anderson) is the largest underutilized non-PHA parcel in the neighborhood. See photo of property on Attachment I.

Neighborhood Development Pattern

The PHA campus is an anomaly in East Bayside as it doesn't fit the traditional building orientation, configuration or layout of the neighborhood. When the campus was created the traditional street grid was ignored and buildings were typically placed in a suburban layout pattern.

Ironically the 10.8 acre PHA campus is well under the R-6 density with just one dwelling unit per 2,865 sf of land area. As buildings are replaced over time (Kennedy Park buildings are 40 years old) there is an opportunity for new infill development to be designed inline with the traditional neighborhood. A first step in that direction is the proposed Bayside Anchor development featuring 45 units on 20,147 sf of land (447 sf per dwelling unit) which is close to the R-7 density of 443 sf per dwelling unit. The site of the existing Kennedy Park community center building has been mentioned as a potential opportunity for infill development.

The remainder of East Bayside follows a traditional neighborhood grid pattern. While the ratio of building wall to street lot frontage may not be as high as some blocks on Munjoy Hill, the traditional neighborhood appears still intact except for a few vacant lots. A closer review of Richard's Atlas (1914) reveals a denser neighborhood back then with generally more buildings per block than exist today. See Attachment B. The number varies by block but the Greenleaf-Madison-Winthrop-Everett block (#15) is the only block that appears to have the same number of buildings today as it in 1914. The remainder of the block groups have experienced some reduction in the number of residential buildings over time (exclusive of the losses associated with the PHA blocks) which suggests some opportunities for infill development for new construction in the neighborhood.

Past and present development patterns in East Bayside suggest potential for infill development whether by adding a unit or two to an existing building or newly constructed buildings. Context sensitive architectural designs as exemplified in the three R-7 zoned developments and reinforced by site plan design standards are a significant advancement over suburban designs of the 1960s and 1970s, such as the original PHA buildings.

Attachment G shows the footprint of existing buildings which is helpful in understanding the neighborhood development pattern including the relationship of building mass to available land. To supplement this information we have included street view photos (Google) of individual streets to get a sense of building placement and mass, spatial relationship between buildings, streetscape, and other physical defining elements that may be helpful in the R-6/R-7 rezoning discussion. See Attachment J. As discussed in the previous memo much of Bayside could not

be replicated under the present R-6. In many cases existing buildings constructed at the turn of the century (well before zoning) could not meet present day requirements such as minimum lot size, setbacks, lot coverage and density. This becomes apparent when reviewing the attached material.

The photos attempt to capture typical street level views that may not be apparent from an aerial photo or a building footprint map. These photos include non-PHA street blocks. The initial photos focus on the side streets off Cumberland Ave. including Mayo, Smith, Anderson and Cleeves. to Oxford Street (Block #s 8 to 10). These blocks are generally longer than other East Bayside blocks and help “frame” the neighborhood given their proximity to Cumberland Avenue and Congress Street and the presence of civic and commercial uses associated with these streets. These images are included on Attachments J-1 to J-4.

Views of other streets are provided which hopefully capture a representative profile of the neighboring character.

VII. LAND USE POLICY

As stated the purpose of the R-7 Compact Urban Residential Overlay Zone is:

“To encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the New Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.

Locations for siting the R-7 zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties...”

Housing: Sustaining Portland’s Future contains several goals which are applicable to this proposed map amendment. Chief among them is *Policy #1 Ensure an Adequate and Diverse Supply of Housing for All* which states:

“Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.”

- Objective 1.a. Ensure the construction of a diverse mix of housing types that offers a continuum of options across all income levels for both renter and owner-occupied.
- Objective 1.b. A variety of housing choices should be available such that no one should have to spend more than 30% of their income for housing.
Encourage and support Portland Housing Authority to become active in development of more housing.
- Objective 1.c: Encourage higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation.
Encourage higher density multi-family developments and mixed-use projects with housing, along major public transportation routes, near service areas, and in redevelopment or infill areas.

Objective 1.d: Increase Portland's rental housing stock to maintain a reasonable balance between supply and demand yielding consumer choice, affordable rents, and reasonable return to landlords.

1.d.2 Evaluate and update current zoning, as needed, to eliminate barriers to the creation of rental housing . . .

Policy #5: Portland's Comprehensive Plan encourages a manageable level of growth that will sustain the City as a healthy urban center in which to live and work and to achieve a shared vision for Portland. Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.

- *Objective 5.b: Maximize development where public infrastructure and amenities, such as schools, parks, public/alternative transportation, sewer lines, and roads exist or may be expanded at minimal costs.*

VIII. COMMONLY ASKED QUESTIONS

Below are responses to some pertinent questions regarding the R-6 to R-7 rezoning proposal.

Question: What is the link between the R-7 and affordable housing?

Response: The R-7 has more flexible zoning provisions than the R-6 in terms of setbacks, density, lot coverage and other zoning provisions. This can facilitate housing since it removes certain barriers to house construction otherwise associated with the R-6 zone.

Of the twelve R-7 zones approved to date, ten of them involved affordable housing developments. Non-profit housing groups have used R-7s to further their development goals.

Building more housing, increases the supply of housing in the community. In the market place, an increase in supply should stabilize or decrease housing costs to consumers. While the “trickle down” theory is an economic argument that supply impacts cost, there is no obligation for a developer (under R-7) to provide affordable housing.

Zoning generally does not regulate housing price or rental rates although a number of communities have used inclusionary zoning to mandate affordable housing as a certain percentage of a development’s unit mix. Portland’s zoning ordinance provides a bonus density of up to 25% for developers if they provide affordable housing under sec. 14-488. However this bonus density on a R-6 zoned site would still be below the maximum density of the R-7.

Question: For a homeowner and their property what are the practical differences between the R-6 and the R-7?

A chart comparing the R-6 and R-7 was provided earlier in the report but an explanation of the ordinance nonconformity provisions is in order.

Many existing houses in East Bayside do not meet the R-6 setback requirements such as side yards, rear yards or other dimensional requirements. If a house falls in that category, renovations that increase living space are limited. Additions are restricted to modifying the upper floor/attic area of a house while first floor additions are prohibited. Newly created floor area is restricted to the equivalent of not more than 80 percent of the first floor area of the house. So if the house has a first floor area of 1,000 sf, the upper floor/attic addition is limited to 800 sf. If a house does not meet the R-6 land area requirement, the limitation in floor area is restricted further to the equivalent of 50 percent of the first floor area of the house.

In contrast the R-7 has more flexible setback and dimensional requirements thus proposed additions would more likely be allowed and not restricted by the limitations described in the above paragraph. For a homeowner wanting to add an apartment to their building, the R-7 standard (425 sf of land area/dwelling) is more likely to allow it than an R-6 zoned property (1,000 sf of land area/dwelling).

A graphic showing a comparison of three parcels with existing buildings in East Bayside showing “zoning envelopes” for existing R-6 zoning, existing R-7 zoning and proposed changes to the R-6 zoning text. See Attachment K.

Question: Explain the review process that a proposed R-7 housing development would need to go through.

There are a number of requirements a R-7 housing development must address as part of the city review process.

The Planning Board reviews a R-7 development that has three or more units. Planning Board review typically includes site plan and subdivision ordinance reviews which encompass review standards such as drainage, landscaping, fire, utilities, traffic and other impacts. Special design standards (sec. 14-143) were created for the R-7 zone “to achieve an attractive and comfortable city neighborhood environment”. Standards require a design approach that provides a “permanent expression of the character of the neighborhood” while providing that the “façade shall be varied and articulated to provide visual interest to pedestrians”. If a single family or duplex is proposed under the R-7 zone, it would be reviewed administratively as a level I minor residential application.

The Planning Board as a process includes sending notices to area residents to inform them of the submission of the development proposal. A copy of the plans are available in the Planning Office for residents to come in and review. Generally one or more planning board workshops are scheduled to review the project which are open to the public and includes time for public comment. Notices of all workshops and public hearings are sent to area residents. The developer is required to schedule a meeting with the neighborhood as an opportunity for residents to ask questions and provide comments to the developer prior to a public hearing. At the end of the process, a public hearing is scheduled to provide the opportunity for public comment prior to the Planning Board making a decision on a development application.

Question: How do any proposed map amendments from R-6 to R-7 affected by the current discussion of text changes to the R-6 district?

The changes under discussion for the R-6 zone would lower the minimum lot size and relax the setback requirements, among other changes. However, staff analysis of the part of East Bayside closest to the PHA campus (see Attachment K) suggests that the built form in that area would still not be reflected by the R-6 zone, even after such amendments. The proposed changes to the R-6 zone may improve the conformity of many buildings on Munjoy Hill, and even in the eastern portion of East Bayside such as Hammond Street. It would be impossible to develop text changes to the R-6 zoning district that would make all of the existing R-6 districts more conforming without allowing for inappropriate scale of development in some parts of the district.

The R-7 zone has the ability to help property owners in some parts of East Bayside without running into excessive regulations. Under the current R-6 zone, most of these buildings are already nonconforming and therefore their ability to add even a small addition is significantly limited.

IX. NEIGHBORHOOD MEETINGS

The applicant held a neighborhood meeting in East Bayside on February 27, 2014. Information on the meeting is shown on Attachment 10.

Planning Staff held a neighborhood meeting in East Bayside on March 31st to discuss the larger R-6 to R-7 rezoning proposal. Notes from the meeting are shown as Attachment L. The predominant view expressed at the neighborhood meeting was that the R-7 density and lack of setbacks was viewed as incompatible with the existing development pattern in the neighborhood, and several residents expressed the opinion that they would not want an adjoining lot to be developed so closely and at a scale exceeding their homes. At least one person did express support for the R-7 rezoning. See Attachment L.

Planning Staff attended an East Bayside Neighborhood Organization meeting on April 15th to provide further information on the proposed R-7 map change and the differences between the R-6 and R-7. Based on the results of the above meetings and comments heard at the previous two Planning Board workshops there appears to be limited neighborhood support to rezone all of East Bayside to R-7. However, there was openness to rezoning of the western part of the neighborhood, closest to the PHA campus, particularly if done along with some text changes to the R-7 zone that would lower the permitted height and the permitted lot coverage.

X. SUMMARY AND STAFF RECOMMENDATION

Generally when the Planning Board reviews a map change, the Board looks beyond the applicant's proposal to consider other adjacent areas that may be appropriate for a rezoning so that such zone changes are considered comprehensively rather in isolation. This may result in the Board considering a larger geographic area for the purposes of holding a public hearing. At the public hearing, the Board can reduce the scope or area to be rezoned when the Board formulates its recommendation. In this case the Board advertised the entire R-6 zone in East Bayside to R-7.

In the April 8th workshop memo we offered three different options in formulating a recommendation to the City Council. Based upon further analysis and consideration we are offering a different set of options. **We are not recommending that the entire R-6 East Bayside be rezoned to R-7 because there is limited public support for such a change and there are alternative means to address certain zoning issues in the neighborhood.**

Below are the reformulated options. These are shown graphically as maps on Attachment M as Option 1, Option 2 and Option 3.

Option 1: Rezone to R-7 all of the PHA campus plus the seven blocks that abut the PHA campus (including the Three G property) **Note: This is the Planning Staff Recommendation.**

Option 2: Rezone to R-7 all of the PHA campus.

Option 3: Rezone to R-7 the Bayside Anchor site and several other parcels that are directly adjacent to the Bayside Anchor site including the PHA Community Center site. Note: This option would allow PHA to move forward with the Bayside Anchor project and provides opportunities for further infill development in the near term when such opportunities arise.

Planning Staff is recommending Option 1 for a number of reasons. The PHA campus is hamstrung by the existing R-6 zone and the unfortunate building layout and configuration devised when the campus was first built. PHA's goal is to provide affordable housing and the R-7 zone is a better fit in achieving affordable housing and addressing long term deficiencies in the campus layout through infill redevelopment. The three R-7 developments constructed to date in East Bayside demonstrate that well designed R-7 development can be compatible with and enhance the neighborhood character. In addition, as stated above, the existing built environment in the area covered by Option 1 reflects the dimensional requirements of the R-7 zone far better than the existing, or even proposed, R-6 zones. Rezoning these parcels will free existing property owners to make changes to their property without running into issues related to excessive setback requirements.

We are also recommending that parcels that share the same block with the PHA also be included in the zone change. These seven "split blocks" abut the PHA campus and include the Three G auto repair site (a nonconforming property which is the largest underutilized property in East Bayside). "Filling out" these blocks seems to be a logical extension of a rezoning.

In addition, based on the comments heard at the East Bayside Neighborhood Association meeting, we have looked at the existing 50 foot height limit and 100% ground coverage allowance in the R-7 zone. Staff agrees that these numbers are probably excessive for the R-7 zone as a whole, particularly if it is going to cover more property on the Peninsula. For this reason, we propose to bring forward some text amendments that would lower the 50 foot height for market-rate developments in the R-7 zone to 45 feet and lower the ground coverage limit to 80% for all developments. In addition, given the fact that a larger R-7 zone will mean more and some smaller projects in the R-7 district, we would propose a text amendment that authorizes the Planning Authority to conduct the design review required of smaller projects in the R-7 zone that would not otherwise go to the Planning Board for review.

X. MOTIONS FOR THE BOARD TO CONSIDER

Based upon the information contained in the Planning Report for the April 22, 2014 public hearing dated April 18, 2014, the comprehensive plan of the City of Portland, the testimony and evidence heard at the Public Hearing, and other factors, the Planning Board finds that:

The proposed zoning map amendment from R-6 to R-7 (for Option 1 as described in this report) **[is/is not]** consistent with the comprehensive plan of the City of Portland, and therefore **[recommends/does not recommend]** the proposed map amendment to the City Council.

ATTACHMENTS

Staff Attachments

- A. East Bayside Map Area and Zoning Map
- B. Excerpt of Richard's Atlas (1914) of East Bayside
- C. East Bayside Aerial Photo
- D. Memo from Marge Schmuckal, Zoning Administrator, dated 4-17-2014 (with attached documentation from applicant)
- E. Portland Density Map of 1950
- F. Photos of Existing R-7 Sites in East Bayside
- G. East Bayside Map with Numbered Blocks Representing Non-PHA Parcels
- H. East Bayside Lot Size, Use and Density by Block (Non-PHA Parcels)
- I. Photo of Three G Property (Fox-Anderson-Everett)
- J. Views of Various East Bayside Streets
- K. Comparison of Three Parcels in East Bayside of Zoning Envelopes of Existing R-6, Existing R-7 and Proposed R-6 Zoning Amendments.
- L. Neighborhood Meeting Notes Held on 3- 31-2014
- M. East Bayside R-7 Zoning Options (Options 1 to 3) dated April 2014
- N. Written Public Comment

Application Submissions

- 1. Zone Change Application
- 2. Vicinity Map and Updated PHA Campus Map with Residential Density and Parking (received 3-31-2014)
- 3. List of PHA Properties to be Rezoned
- 4. Deeds (excerpt, remainder on file in Planning Offices)
- 5. Site Plan
- 6. Zone Change Map (dated 2-4-2014)
- 7. PHA Campus Density (dated 2-26-2014)
- 8. PHA Campus Parking Count (dated 1-10-2014)
- 9. Bayside Anchor Ownership Info.
- 10. Neighborhood Meeting Notes Held on Feb 27, 2014



ATT 1-A

COMMISSIONERS

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Robyn Tucker, Vice Chairperson
Faith McLean, Commissioner
Shirley Peterson, Commissioner
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Ms. Barbara Barhydt
Planning Division
City Hall 4th Floor
389 Congress Street
Portland, ME 04101

February 4, 2014

Dear Barbara,

On behalf of Portland Housing Authority and the Portland Housing Development Corporation we are pleased to submit this Application for a Zone Map Change associated with our properties in East Bayside. We are proposing the Portland Zoning Map be modified to shift our East Bayside properties which are currently in the R-6 Residential Zone District to the R-7 Residential Zone District. These properties include approximately 164 units of affordable rental apartments including our Public Housing developments of Bayside Terrace, Bayside East, and Kennedy Park, and the Development Corporation's property at 47-49 Boyd Street. The R-7 zone will allow increased flexibility and density as PHA and PHDC begin planning for future renovation and expansion of its properties within the East Bayside neighborhood.

This change is also in response to a new project that we are proposing named Bayside Anchor, which is located at the corner of Boyd and Oxford Streets. This project will complement the existing PHA properties and contain 45 new residential apartments, along with non-residential space including a relocated Head Start program, a neighborhood policing office, and administrative offices for PHA. The proposed program does not fit within the R-6 Zoning requirements, and rather than request a Zone change just for this particular property it seems logical to look at a larger zone that encompasses much of the neighborhood.

Attached and made part of this Application are the signed Application Form, Application Fee, and supporting documents and exhibits. We welcome the opportunity to begin the discussion with the Planning Staff and Planning Board on this project and look forward to working closely with you as this proposal moves forward. Please contact myself or Patrick Carroll if you have any questions or need additional information.

With Regards,


Mark B. Adelson,
PHA Executive Director and PHDC President

Enc.

CC: Seth Parker, Avesta Housing
Brooks More, Avesta Housing
Jesse Thompson, Kaplan Thompson Architects
Patrick Carroll, Carroll Associates



Zoning Map/Text Amendment Application Portland, Maine

Planning and Urban Development Department
Planning Division and Planning Board

Portland's Planning and Urban Development Department coordinates the development review process for requests for zoning map amendments, zoning text amendments and contract or conditional rezoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. The **Application Process for a Zone Change** is summarized below under Section I and the associated costs for reviews are found under Section II, **Development Review Fees, Public Notices and Guarantees**, and are listed on the fee structure sheet.

I. APPLICATION SUBMITTAL

Pre-application meeting

Prior to submitting a zoning amendment application, the Planning Division recommends that the applicant or the designated representative schedule a pre-application meeting to discuss the review process and applicable standards for a proposal. Please contact Barbara Barhydt, Development Review Services Manager at 874-8699 to schedule a meeting.

Zoning Amendment Application

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

- Submit one (1) complete paper set of the zoning amendment application with a concept plan and a written narrative. Contract and conditional rezoning applications must include site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Applications may be submitted between 8 a.m. and 4:30 p.m. Monday through Friday at the Planning Division on the 4th floor of City Hall, 389 Congress Street, Portland.
- All applications are processed in the order in which they are received.
- In order for the Planning Division's Administrative Staff to accept and log-in an application, the application form must be complete, it shall be signed by the applicant's or the applicant's designated representative, and all applicable fees paid at the time of submittal.
- The Land Use Code is available on the City's website at www.portlandmaine.gov.
- If the application is found to be incomplete, the applicant will be informed in writing of the required plans and materials.

II. DEVELOPMENT REVIEW FEES, PUBLIC NOTICES AND GUARANTEES

Zoning Application Fees

- Each application must be submitted with the applicable fees as listed in the fee structure on page 4. The fees cover general administrative processing costs.
- Application fees may be paid in cash or by check (addressed to the City of Portland).
- An application will not be processed without the required application fees.

Fee for City Review Services

- The City of Portland charges fees for service to cover the cost of reviews by Planning and Legal staff members. The charges will be billed at an hourly rate and will be invoiced monthly for reimbursement.
- Current billing rates: Planning services, \$40.00/ hour and Legal services: \$75.00/hour.

Fee for Third Party Review

- Portland contracts with local engineering firms to conduct engineering reviews of development proposals. The direct cost of all engineering services or third-party consultant reviews, such as the civil engineering review of stormwater management plans, traffic impact reviews and such other reviews as required under the City's Ordinances, will be included in the monthly invoices for reimbursement.

Public Notices

- Public notices must be sent to property owners within 500 for all proposals at the time an application is received. Zoning map amendments for Industrial zones require notices to be sent to property owners within 1,000 feet.
- In advance of a Planning Board workshop or public hearing, public notices for projects must be sent to property owners and are posted in a legal ad in the Portland Press Herald and on the City's web site.
- In addition, zoning map amendments, text amendments and conditional rezoning agreements require individual notices to be posted in the Portland Press Herald.
- The Planning Division mails public notices and posts notices in the newspaper. The applicant will be billed for actual or apportioned costs for advertising and sending mailed notices.
- The applicant is required to hold a neighborhood meeting under the City's regulations for zone change requests. The mailing labels must be purchased from the Planning Division for the neighborhood meeting invitation. A request for labels requires a minimum of two business days to generate the mailing labels and a charge of \$1.00 per sheet will be payable upon receipt of the labels.

Third Party Review Fees

- Engineer and Third Party Review Fees - The fees are assessed by the Consulting Engineers and Third Party Reviewers.
- Inspection Fee - This fee is 2% of the Performance Guarantee or as assessed by Planning or Public Works Engineer with \$300.00 being the minimum.

Noticing/Advertisements Planning Board/City Council Review

- Legal Advertisement: Percent of total bill
- Notices: .75 cents each
(notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council)

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

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

PROJECT ADDRESS: East Bayside Neighborhood - various parcels and addresses bounded by the following streets, Cumberland, Boyd, Fox, Mayo, Oxford, Smith, East Lancaster, Anderson, Monroe Court and Greenleaf.

CHART/BLOCK/LOT: See Attachment B- listing of affected properties

DESCRIPTION OF PROPOSED ZONE CHANGE AND PROJECT:

Proposed change from R6 to R7 zoning to allow future renovation and infill development of residential properties currently controlled by Portland Housing Authority (PHA) and the Portland Housing Development Corp. (PHDC), which are co-applicants, including Bayside Terrace, Bayside East, Kennedy Park, 47-49 Boyd Street, and the proposed Bayside Anchor Project (currently under design).

CONTACT INFORMATION:

	Applicant's Contact for electronic plans Name: Patrick Carroll e-mail Address: pcarroll@carroll-assoc.com work #: 207-772-1552
Applicant – must be owner, Lessee or Buyer Name: Mark Adelson Business Name, if applicable: Portland Housing Authority Address: 14 Baxter Boulevard Portland, ME 04101 City/State : Zip Code:	Applicant Contact Information Work # 207-773-4753 Home# Cell # Fax# 207-774-6471 e-mail: madelson@porthouse.org
Owner – (if different from Applicant) Name: Co-applicants: Portland Housing Authority and Portland Housing Development Corporation Address: Attn: Mark Adelson 14 Baxter Boulevard City/State : Portland, ME 04101 Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Patrick Carroll Carroll Associates Address: 217 Commercial Street, Suite 200 Portland, ME 04101 City/State : Zip Code:	Agent/Representative Contact information Work # 207-772-1552 207-329-8976 Cell # pcarroll@carroll-assoc.com e-mail:
Billing Information Name: Mark Adelson Portland Housing Authority Address: 14 Baxter Boulevard Portland, ME 04101 City/State : Zip Code:	Billing Information Work # 207-773-4753 Cell # Fax# 207-774-6471 e-mail: madelson@porthouse.org
Engineer Name: John Mahoney Ransom Consulting, Inc. Address: 400 Commercial Street, Suite 404 Portland, ME 04101 City/State : Zip Code:	Engineer Contact Information Work # 207-772-2891 Cell # 207-831-6165 Fax# 207-772-3248 e-mail: john.mahoney@ransomenv.com

Surveyor Name: Owen Haskell, Inc 390 US Route 1, Unit 10 Address: Falmouth, ME 04105 City/State : Zip Code:	Surveyor Contact Information Work # 207-774-0424 Cell # Fax# e-mail: jswan@owenhaskell.com
Architect Name: Jesse Thompson Kaplan Thompson Architects Address: 424 Fore Street Portland, ME 04101 City/State : Zip Code:	Architect Contact Information Work # 207-842-2888 Cell # Fax# e-mail: jesse@kaplanthompson.com
Attorney Name: Gary Vogel Drummond Woodsum Address: 84 Marginal Way Portland, ME 04101 City/State : Zip Code:	Attorney Contact Information Work # 207-253-0518 Cell # Fax# 207-772-3627 e-mail: gvogel@dwmlaw.com

Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

See Attachment C- Right Title and Interest

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.) See Attachment A

Existing Use: Describe the existing use of the subject property:

The properties are currently developed for rental apartments. A total of 164 dwelling units currently exist within the boundary area. Additionally, there are minor community based non-residential uses that occur on several parcels, including a Head Start program, Administrative Offices and Community Police Department Office. The properties in this neighborhood have been developed by PHA over the past 30+ years and provide affordable housing for a significant population in Portland.

Current Zoning Designation(s):

Properties are all currently zoned R-6 Residential

Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

The properties are proposed for rezoning from R-6 to R-7 to better provide for future development of new housing and renovation of existing facilities and apartments and better management of existing housing units. One project is currently proposed within the PHA holdings, Bayside Anchor, consists of new construction of 45 rental apartments and relocation of the Head Start, Portland Police, and PHA administrative offices proposed to be located on land at the corner of Oxford and Boyd Streets. Additional renovation and expansion projects will likely occur in these neighborhood over the next few years depending on availability of funding and tenant demand.

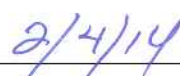
Site Plan: On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1" = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

See Attachment D, Bayside Anchor Conceptual Site Plan
Attachment E, Proposed Zone Map Boundary Change

APPLICATION FEE:

Check the type of zoning review that applies. Payment may be made in cash or check payable to the City of Portland.

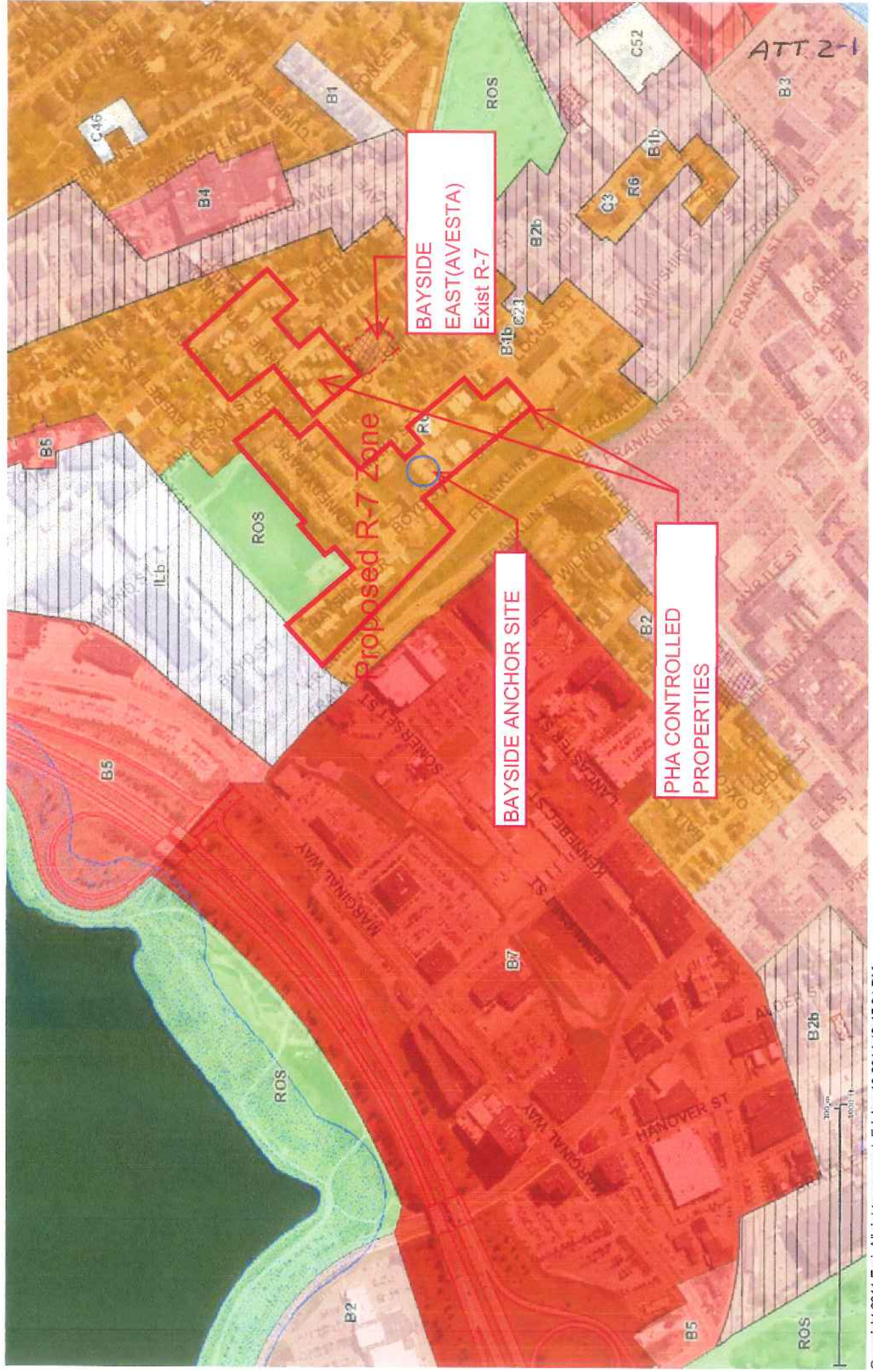
Zoning Map Amendment ☒ \$2,000.00 (from <u>R6</u> zone to <u>R7</u> zone)	Fees Paid (office use) _____	The City invoices separately for the following: • Notices (\$.75 each) (notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.
Zoning Text Amendment _____ \$2,000.00 (to Section 14- _____) (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example) and language to be added is depicted as underline (example))	_____	
Combination Zoning Text Amendment and Zoning Map Amendment _____ \$3,000.00	_____	
Conditional or Contract Zone _____ \$3,000.00 (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)	_____	

Signature of Applicant: 	Date: 
---	--

Further Information

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

Attachment
Vicinity Map





LEGEND

[Pink hatched box]	EXISTING PARKING
[Orange box]	KENNEDY PARK
[Yellow box]	BAYSIDE TERRACE
[Green box]	BAYSIDE EAST
[Blue box]	BAYSIDE ANCHOR
[Dark blue box]	PHA/ PHOC OWNED
[Light blue box]	PHA LAND HOLDINGS

BLOCK	SQUARE FOOTAGE	ACRE	# OF UNITS	DENSITY (UNITS / AC)
A	69,292	1.59	25	15.72
B	41,095	0.94	17	18.02
C	147,787	3.39	45	13.26
D	86,716	1.99	24	12.06
E	20,862	0.48	0	0
F	39,941	0.92	13	14.18
G	64,300	1.48	40	27.10

* SQUARE FOOTAGE CALCULATED FROM AERIAL PHOTOGRAPHY AND MEASURED WITH Aerial Photographs, 2014

PARKING COUNT	EX. D.U.	PROP. D.U.	EXISTING PARKING	PROPOSED PARKING
KENNEDY PARK	45	45	60	60
BAYSIDE E. OVERFLOW	24	24	30	30
BAYSIDE EAST	86	86	67	67
BAYSIDE E. OVERFLOW	/	/	26	0
BAYSIDE ANCHOR	0	45	0	0

TOTAL	155	201	183	157
-------	-----	-----	-----	-----

* NIC on-street parking



EAST BAYSIDE PHA PROPERTIES

PROPOSED ZONE MAP CHANGE

OXFORD STREET, PORTLAND MAINE

EXISTING DENSITY & PARKING

DATE: MARCH 31, 2014 BY: CARROLL ASSOCIATES

0' 60' 120'

East Bayside Rezone Request
List of Affected Properties

The following properties are included in the proposed Rezone Request:

Bayside East

Map 12 R 001
Map 13 N 001
Map 13 B 001
Map 13 B 002
Map 22 H 001
Map 22 K 007

Bayside Terrace

Map 24 B 006
Map 24 B 008

Kennedy Park

Map 22 I 030
Map 23 B 030
Map 23 B 031

Other Properties

Map 22 I 001
Map 22 I 003
Map 22 I 004
Map 22 I 009
Map 22 F 001

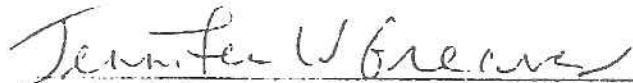
Warranty Deed

MOONSTONE PROPERTIES LLC, also known as Moonstone Properties, LLC, a Maine limited liability company with a mailing address of 661 Allen Avenue, Portland, ME 04103, for consideration paid, grants to **Portland Housing Development Corporation**, a Maine Corporation with a mailing address of 14 Baxter Boulevard, Portland, ME 04101, with **WARRANTY COVENANTS**, a certain parcel situated in the City of Portland, in the County of Cumberland, and State of Maine, bounded and described as follows, to wit:

See Attached Exhibit A

Meaning and intending to describe the same premises conveyed by Quitclaim Deed Without Covenant from Synergy Properties, LLC to Moonstone Properties, LLC dated and recorded November 15, 2012 in the Cumberland County Registry of Deeds in Book 30131, Page 245.

In Witness Whereof, the said Jennifer W. Greaves, in her capacity as Sole Manager and Member of Moonstone Properties LLC, has set forth her hand this 12th day of March, 2013.



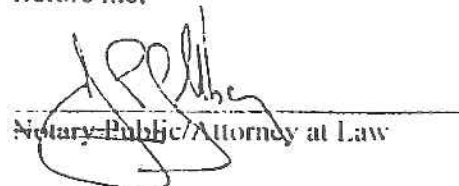
Jennifer W. Greaves, Sole Manager and Member
Moonstone Properties LLC
Duly Authorized Thereunto

STATE OF MAINE
CUMBERLAND, ss.

March 12, 2013

Then personally appeared the above-named Jennifer W. Greaves, in her capacity as sole member and manager of Moonstone Properties LLC and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of Moonstone Properties LLC.

Before me,


Notary Public/Attorney at Law

JONATHAN L. GOLDBERG

MAINE REAL ESTATE TAX PAID

EXHIBIT A

47-49 Boyd Street, Portland, ME

A certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland, and State of Maine bounded and described as follows:

Beginning at a point on the easterly side of Boyd Street, said point being situated one hundred thirty-five and fifty-eight hundredths (135.58) feet northerly from the intersection of said line of Boyd Street with the northerly line of Oxford Street; thence easterly by a line parallel to Lancaster Street one hundred eight (108) feet to Boyd line, so-called; thence northerly by said Boyd line fifty (50) feet, more or less, to a point; thence westerly by a line parallel to Lancaster Street one hundred eight (108) feet to Boyd Street; thence by said Boyd Street to the point begun at.

Also another certain lot or parcel of land with the buildings thereon, situated in said Portland, and bounded and described as follows:

Beginning at a stake in the northeasterly sideline of Boyd Street nineteen (19) feet from the house on Boyd Street formerly owned by Samuel H. Colesworthy and Joseph C. Colesworthy; thence running southeasterly along the said sideline of Boyd Street thirty (30) feet to land formerly of Samuel H. Colesworthy, being the northwesterly corner of the first parcel above; thence northeasterly along said first parcel above, formerly of said Colesworthy; thence by said Colesworthy land northwesterly thirty (30) feet to the other land formerly of said Colesworthy; thence sixty (60) feet to the point of beginning. Excepting and reserving however, that portion of said parcel conveyed by Cumberland Savings and Loan Association to Florence S. F. Hooper by deed dated June 23, 1943, and recorded in the Cumberland County Registry of Deeds in Book 1720, Page 96.

Also another certain lot or parcel of land, situated in the rear of Boyd Street in said Portland, bounded and described as follows:

Beginning at the northeasterly corner of a lot of land conveyed by Cumberland Savings and Loan Association to Florence S. F. Hooper by deed dated June 23, 1943, at a point on the division line between the northeasterly sideline of said Association's land and the southwesterly sideline of said Hooper's land; thence northeasterly on a prolongation of the southeasterly side of the premises conveyed by said Association to said Hooper by the aforementioned deed forty-eight (48) feet, more or less, to the northeasterly sideline of land of said Hooper; thence southeasterly along the northeasterly sideline of said Hooper's land fifteen (15) feet to a point in the southeasterly sideline of said Hooper's land; thence southwesterly along the last named bound forty-eight (48) feet, more or less, to the division line between the northeasterly sideline of said Association's land and the southwesterly sideline of said Hooper's land; thence northwesterly along said last named division line fifteen (15) feet, more or less, to the point of beginning.

Received
Recorded Register of Deeds
Mar 12, 2013 03:35:55P
Cumberland County
Famela E. Lovley

032817

43BOYD.QUI.DED.1
04.16.97

197

QUITCLAIM DEED

JUL

-9

AM

14

34

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland a body politic and corporate in the County of Cumberland, State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration paid by Portland Housing Authority, a quasi-municipal corporation of Portland, County of Cumberland, State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim to the said Portland Housing Authority, its successors and assigns, a certain lot or parcel of land described in Schedule A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said City of Portland has hereunto caused this instrument to be signed by Duane G. Kline, its duly authorized Director of Finance, this 16th day of April, 1997.

Henrik F. Paulsen
Witness

CITY OF PORTLAND

By: Duane G. Kline
Director of Finance

STATE OF MAINE
CUMBERLAND, ss.

April 16, 1997

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

Before me,

Henrik F. Paulsen
Notary Public/Attorney at Law

Printed Name

JENNIFER L. BARCOCK
Notary Public, Maine
My Commission Expires 6-26-03

43BOYD.QUI.DED.1
04.16.97

SCHEDULE A

A certain lot or parcel of land known as Tax, Map and Lot 22-I-4 as shown on the maps of the Tax Assessor for the fiscal year 1997.

Meaning and intending to convey the interest acquired by the Grantor by virtue of a real estate tax lien filed in the Cumberland County Registry of Deeds on June 15, 1992 in Book 10118, Page 126; a real estate tax lien filed in the Cumberland County Registry of Deeds on June 11, 1993 in Book 10756, Page 176; a real estate tax lien filed in the Cumberland County Registry of Deeds on June 7, 1994 in Book 11473, Page 226; a real estate tax lien filed in the Cumberland County Registry of Deeds on June 8, 1995 in Book 11952, Page 010; and a real estate tax lien filed in the Cumberland County Registry of Deeds on June 19, 1996 in Book 12570, Page 206.

RECEIVED
CLERK OF DEEDS

1997 JUN 20 PM 1:31

CUMBERLAND COUNTY

John P. O'Brien

4-15

VERRILL
&
DANA^{LLP}
Attorneys at Law

CHRISTOPHER J.W. COGGESHALL
PARTNER
ccoggeshall@verrilldana.com
Direct 207-253-4502

ONE PORTLAND SQUARE
PORTLAND, MAINE 04112-0586
207-774-1000 • FAX 207-774-7499
www.verrilldana.com

May 14, 2002

Peter A. Howe, Executive Director
Portland Housing Authority
14 Baxter Boulevard
Portland, Maine 04101

Re: Property Deeds

Dear Peter:

In accordance with your request, we have reviewed the records in the Cumberland County Registry of Deeds and identified the deeds by which Portland Housing Authority acquired property between 1968 and 1974.

Enclosed are copies of the following deeds which occurred during that period:

Kellogg Street, Portland, Maine

Book 3090, Page 105, from Antonio J. Amoroso, et al.
Book 3102, Page 397, from Charles A. Brown, et al.
Book 3112, Page 239, from Fay Avrech
Book 3112, Page 240, from Beatrice M. Star, et al.
Book 3120, Page 368, from Portland Renewal Authority (four parcels)

West End - Dermot Court, Clark Street, Danforth Street and Emery Street, Portland, Maine

Book 3176, Page 103, from Housing Opportunities, Inc. (Dermot Court and Clark Street)
Book 3198, Page 97, from F. D. Rich Housing Corp. (Danforth and Emery Streets)

East Deering Area, Portland, Maine

Book 3150, Page 101, from City of Portland (Cummings, Front and Presumpscot Streets)
Book 3196, Page 834, from Stirling Homex Corporation (Cummings, Front and Presumpscot Streets)
Book 3459, Page 186, from F. D. Rich Housing Corp. (Presumpscot and Sherwood Streets and Washington Avenue)

Peter A. Howe, Executive Director
May 14, 2002
Page 2

4-F

Forest Avenue and Maine Turnpike Area, Portland, Maine

Book 3280, Page 329, from F. D. Rich Housing Corp. (19.86 acres)

South of Cumberland Avenue, East of Franklin and West of Washington Avenue, Portland, Maine

Book 3129, Page 374, from Portland Renewal Authority (12 small parcels)

Book 3096, Page 206, from King E. Butland (Greenleaf Street)

Please give me a call if you have any questions.

Sincerely,



Christopher J.W. Coggeshall

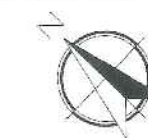
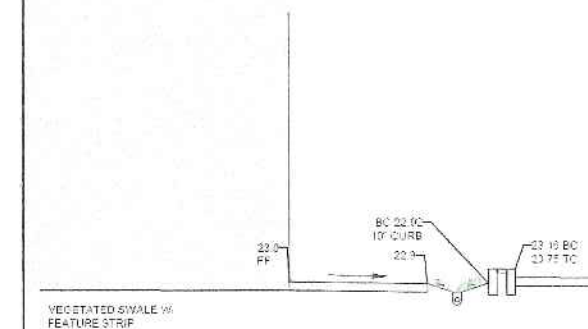
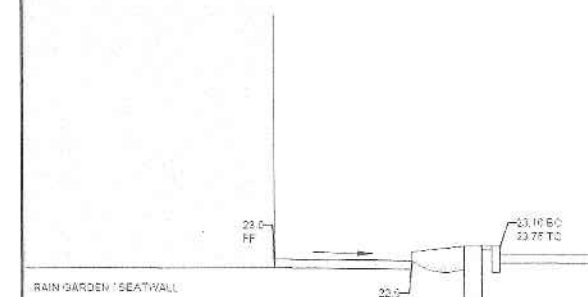
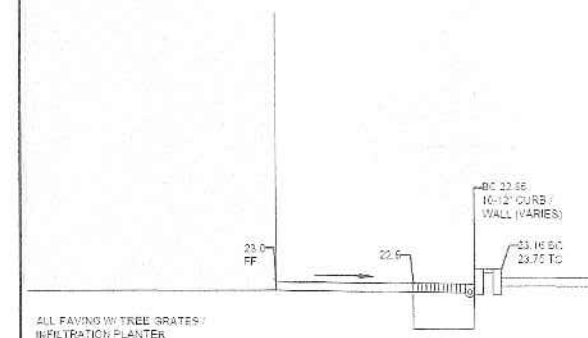
CJWC:emp

Enclosures

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ATT 5

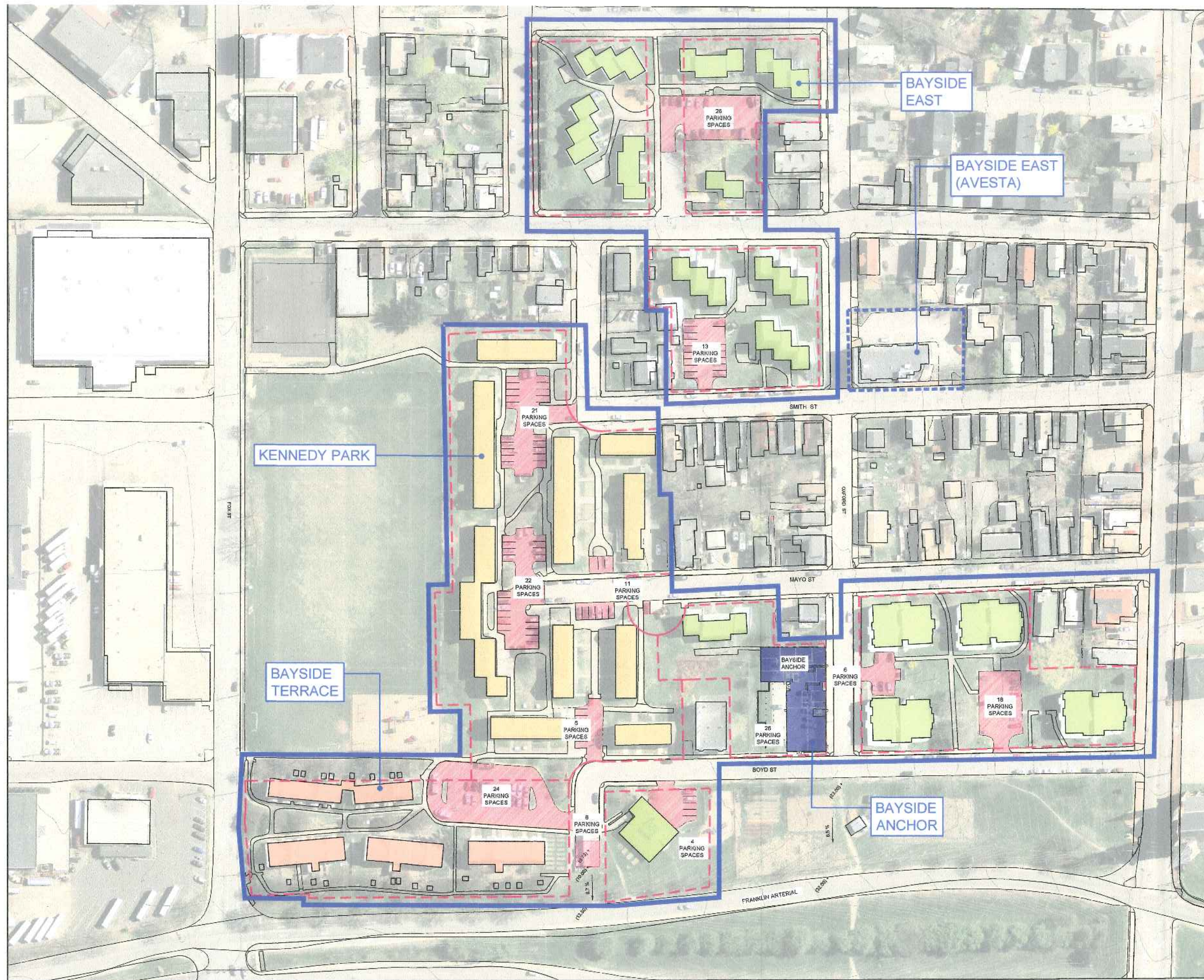


BAYSIDE ANCHOR

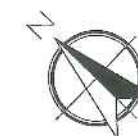
ATTACHMENT D
 SITE PLAN
 OSFORD STREET, PORTLAND MAINE

DATE: AUGUST 22, 2013 BY: CARROLL ASSOCIATES





LEGEND		ATT. 6
	EXISTING PARKING	
	KENNEDY PARK	
	BAYSIDE TERRACE	
	BAYSIDE EAST	
	BAYSIDE ANCHOR	
	PHA LAND HOLDINGS	



EAST BAYSIDE PROPERTIES

PROPOSED ZONE MAP CHANGE
OXFORD STREET, PORTLAND MAINE

ATTACHMENT 'E'

DATE: FEBRUARY 4, 2014 BY: CARROLL ASSOCIATES

0' 60' 120'



LEGEND

ATT 7

EXISTING PARKING

KENNEDY PARK

BAYSIDE TERRACE

BAYSIDE EAST

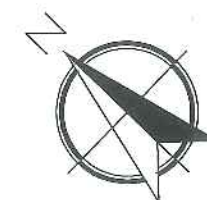
BAYSIDE ANCHOR

PHA OWNED

PHA LAND HOLDINGS

BLOCK	SQUARE FOOTAGE	ACRE	# OF UNITS	DENSITY (UNITS / AC)
A	69,292	1.59	25	15.72
B	41,095	0.94	17	18.02
C	147,787	3.39	45	13.26
D	86,716	1.99	24	12.06
E	20,862	0.48	0	0
F	39,941	0.92	13	14.18
G	64,300	1.48	40	27.10

* SQUARE FOOTAGE IS ACQUIRED FROM PORTLAND TAX MAPS WHEN EVER POSSIBLE, OTHERWISE DERIVED FROM GIS PARCEL DATA.



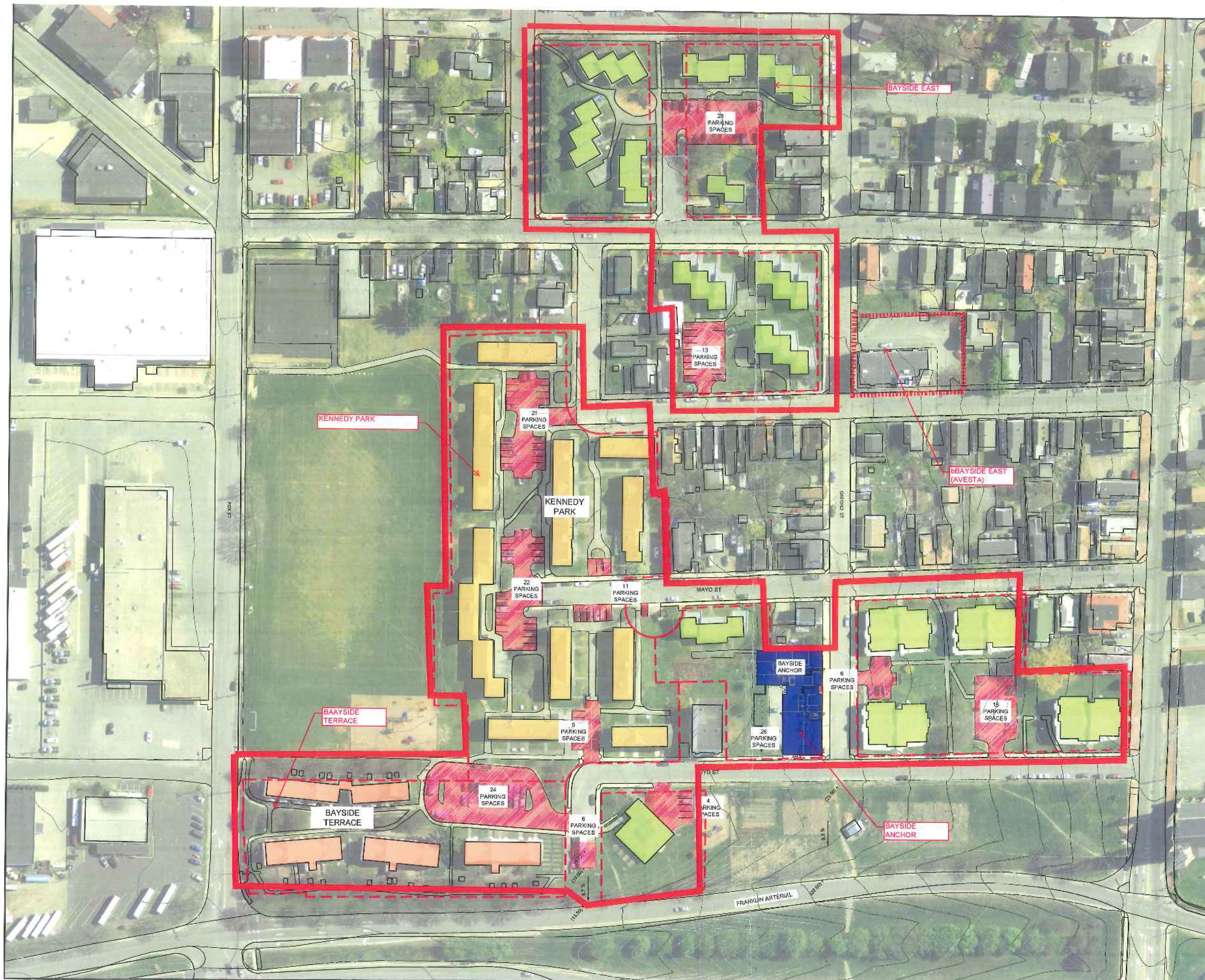
EAST BAYSIDE
PHA PROPERTIES

PROPOSED ZONE MAP CHANGE
OXFORD STREET, PORTLAND MAINE

EXISTING DENSITY

DATE: FEBRUARY 26, 2014 BY: CARROLL ASSOCIATES

0' 60' 120'



LEGEND ATT 8

	EXISTING PARKING
	KENNEDY PARK
	BAYSIDE TERRACE
	BAYSIDE EAST
	BAYSIDE ANCHOR
	PHA LAND HOLDINGS

PARKING COUNT	EX. DU	PROP. DU	EXISTING PARKING	PROPOSED PARKING
KENNEDY PARK	45	45	60	60
BAYSIDE TERRACE	24	24	30	30
BAYSIDE EAST	86	86	67	67
BAYSIDE E. OVERFLOW	/	/	26	0
BAYSIDE ANCHOR	0	46	0	0

TOTAL	155	201	183	157
-------	-----	-----	-----	-----

Cars / Units			1.18	0.78
--------------	--	--	------	------

* Does not include on street parking



BAYSIDE ANCHOR

PHA PARKING COUNT

OSFORD STREET, PORTLAND MAINE

DATE: JANUARY 10, 2014 BY: CARROLL ASSOCIATES



ATT 9

Rick Knowland - RE: height of building

From: "Patrick Carroll" <pcarroll@carroll-assoc.com>
To: "Rick Knowland" <RWK@portlandmaine.gov>
Date: 3/6/2014 3:42 PM
Subject: RE: height of building
CC: "Mark Adelson" <madelson@porthouse.org>, "Seth Parker" <SParker@avesta...>

Hi Rick,

The building will be 4 stories, height will not exceed 50 ft per R7 requirements. I believe a copy of the LIHTC submission that shows the intended massing was included in the rezone application, if you don't have it let me know and I will send it over.

Wrt your earlier ownership question, Bayside Anchor will be developed and owned by a separate LLC (required for all LIHTC Projects). Partners include the Portland Housing Development Corp and Avesta Housing. PHA has partnered with Avesta due to their successful experience in developing and managing LIHTC projects.

PHDC is a component corporation of PHA, established specifically for the purpose of developing additional affordable housing, and as such Bayside Anchor is considered part of the PHA "Affordable Housing" portfolio. Although BA is not public housing it will be located on land that is currently part of the PHA campus. So it doesn't expand the campus in terms of acreage. BA will initially be managed by Avesta. This is necessitated by the competition for MaineHousing's tax credit financing but within a short timeframe (three years) the management will be turned over to PHA.

I hope this answers your questions.

Regards, Pat

Patrick J. Carroll
Carroll Associates Landscape Architects
207-772-1552 (w)
207-329-8976 (c)
pcarroll@carroll-assoc.com

 Please consider the environment before printing this email.

**COMMISSIONERS**

Tom Valleau, Chairperson
 Robyn Tucker, Vice Chairperson
 Faith McLean, Commissioner
 Shirley Peterson, Commissioner
 Christian MilNeil, Commissioner
 Mariar Balow, Commissioner
 Evan Carroll, Commissioner

Mark B. Adelson
 Executive Director

14 Baxter Boulevard
 Portland, Maine 04101
 Office: 207-773-4753
 Fax: 207-761-5886
www.porthouse.org

Neighborhood Meeting Invitation

February 10, 2014

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for **Rezoning of Portland Housing Authority land in the East Bayside Neighborhood from Residential R-6 to Residential R-7 Zone District**. The properties include all of Bayside Terrace, Bayside East, and Kennedy Park neighborhoods managed by Portland Housing Authority (PHA) located north of Franklin Street.

Meeting Location: PHA Kennedy Park Community Room, 58 Boyd Street
 Meeting Date: Thursday, February 27, 2014
 Meeting Time: 6:00 PM

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.)

If you have any questions, please contact:

Patrick Carroll
 Carroll Associates
 207-772-1552
pcarroll@carroll-assoc.com

Sincerely,

Applicant:

Portland Housing Authority
 14 Baxter Boulevard
 Portland, ME 04101

Portland Housing Authority (PHA) and Portland Housing Development Corp. (PHDC)

Application for R-6 to R-7 Map Amendment

Neighborhood Meeting - February 27, 2014 - 6:00 P.M.

MINUTES

Location: 58 Boyd Street – PHA Community Room

Meeting Time: 6:00 P.M.

Applicant and Representatives Attending:

Mark Adelson (PHA/PHDC), Jesse Thompson (Kaplan-Thompson Arch.),
Pat Carroll (Carroll Associates), Brooks More (Avesta Housing), Morgan
Law (Kaplan-Thompson Arch.)

City Representatives Attending: Alex Jaegerman, Rick Knowland

Mr. Adelson introduced the development team, and explained the reason for requesting the zone change from R-6 to R-7. He explained PHA's Strategic Plan is to develop more affordable housing to help solve the City's housing crisis. And, using PHA resources such as excess land is part of the plan. The zone change is the first step in the process.

Mr. Carroll explained the rezoning application, the land to be rezoned and why this approach is being taken. The primary purpose for the rezoning is the development of the Bayside Anchor housing project at the corner of Boyd and Oxford Streets. He described a second potential project is at 58 Boyd St, when the Head Start Program and Management Office moves to the first floor of Bayside Anchor, the PHA Community Building (where the meeting was taking place) would be demolished to make way for another housing development. He reviewed the preliminary site plan for Bayside Anchor and stated there will be another neighborhood meeting specifically about housing development at a later date. This meeting is about the rezoning. Mr. Carroll reviewed the differences between the R-6 and the R-7 zones. The larger area to be rezoned is all PHA property in the immediate area. The campus approach offers PHA the flexibility for future developments. Also, the City is interested in a more comprehensive approach to rezoning R-6 to R-7 instead of the development by development applications that are currently reviewed. Private property owners may also benefit from rezoning if their property doesn't currently conform to the R-6, R-7 may provide the opportunity to expand homes.

Questions and comments from attendees:

East Bayside resident; does the rezoning apply to only the PHA property, concerned about private developers taking advantage of it in the future in the balance of the neighborhood. Response was only PHA property. Alex Jaegerman explained the city's interest in rezoning larger areas.

Portland resident; will the daycare and management office be considered an assessor use or will the ZBA need to grant conditional uses. Response; we're asking the city that very question.

East Bayside resident, can the rezoning be restricted to just the development parcel, concerned about height issues and taller buildings casting shadows on their property.

Several people commented re: height issues; such as why isn't PHA considering taller buildings. Other stated that taller buildings are out of scale with PHA's smaller two story building. It was also mentioned that there are financial and programmatic parameters that prohibit building taller than four stories.

Support was stated conceptually of the R-7 for the PHA property, but unsure about the larger area. City staff was asked about the previous projects that were rezoned from R6 to R7. Rick Knowland listed of 12 previous projects, located in East Bayside, West Bayside, Parkside and the West End. Comments were made that these seem to blend in very well to the neighborhoods.

West Bayside resident; stated he's in favor of the rezoning the larger area and for his neighborhood as well. The R-7 projects fit in very well.

West End resident described this as a fundamental change from rezoning infill lots to larger areas. He's unsure if the results will be the same, the devil's in the details of what designed and built. He asked if Pearl Place was R7. The response was no, it's a business zone and yes it would have been allowed in the R-7.

West Bayside Resident stated he's supportive of the R-7 for the larger area because there's a lot of wasted space that could be developed. But, he warned residents should be concern about inadequate parking.

East Bayside resident commented about her concern for rezoning the larger area R-7, she feel the projects like the Bay House condos are too imposing, she's feel it for in-fill projects.

Mr. Carroll explained the schedule for the rezoning and site plan applications. It hoped that all local approvals will be completed in July, in preparation of the next round of financing in the fall.

An East Bayside resident in favor of the development stated by rezoning all PHA property would make future development less costly and more efficient by not needed to go thru a second review.

There was discussion about parking in the area. A PHA neighbor stated during snow bans people from all over come to find off street parking in East Bayside, including PHA's lots and her driveway. So the parking lot slated for development is needed during snow bans. Mr. Carroll stated the city will require a parking management plan be completed for the PHA campus as part of the site plan review. PHA already takes steps to manage its parking. Approximately 75% of PHA residents have at least one vehicle. It was stressed that the parking demand analyses take place at night when people are home.

An East Bayside neighbor of PHA stated he appreciates the open space and off street parking in the neighborhood and is concerned about taller buildings shading his property.

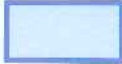
There was discussion about the original intent of the R-7, it seems like it was meant for infill only. This is the first comprehensive look at this rezoning. The city spends a lot of time doing individual R-7 overlay reviews for each proposed project because so little is allowed and can be developed in the R-6.

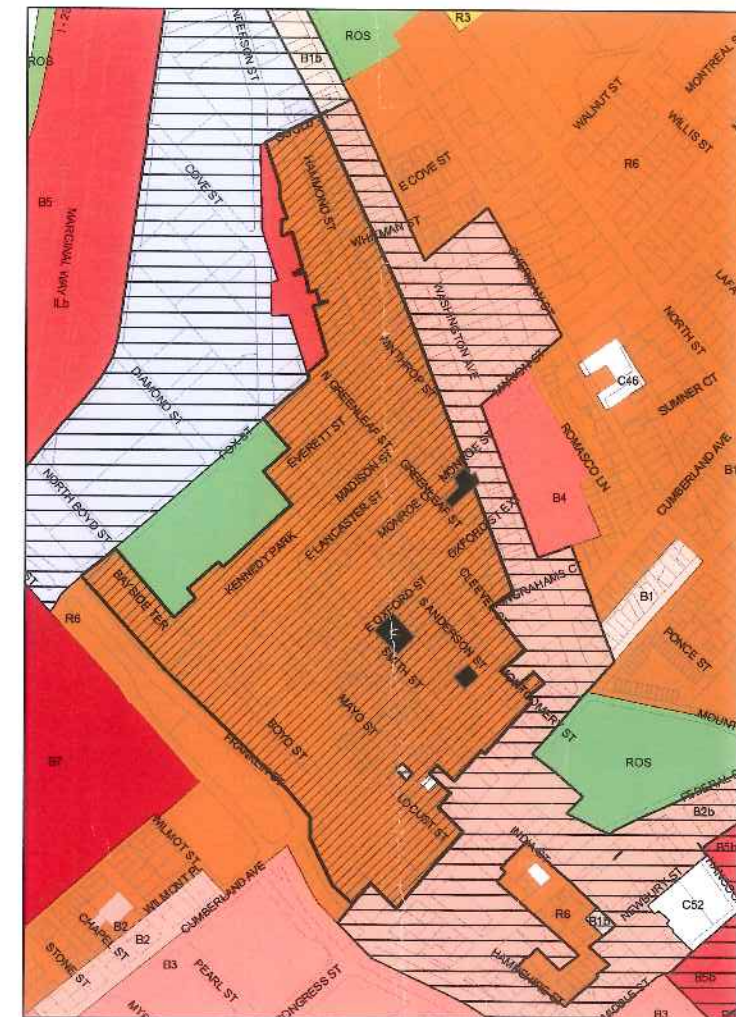
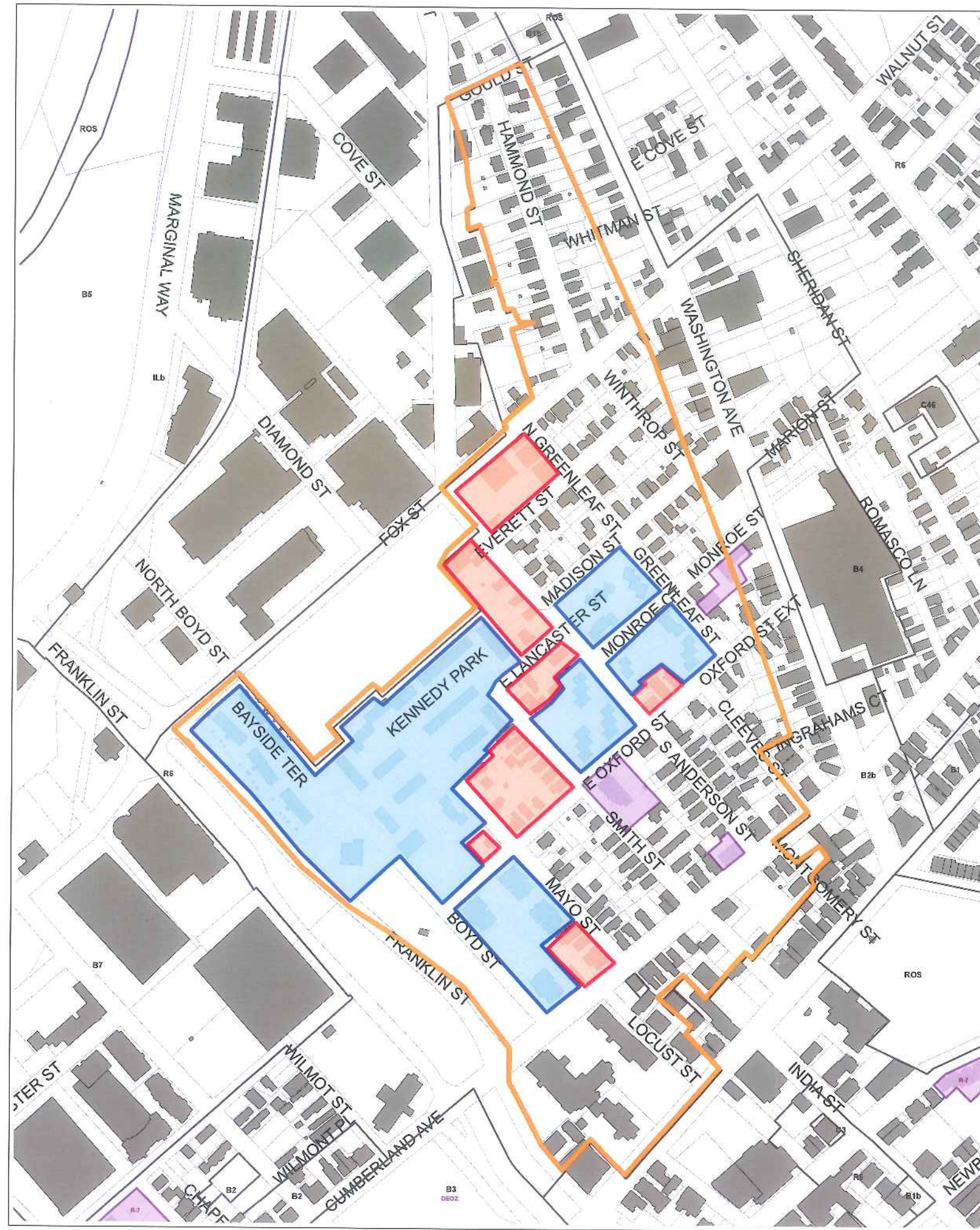
An East Bayside resident stated his support for development because he doesn't want to see East Bayside lose its economic and social diversity, the way Munjoy Hill is going. So it becomes necessary to support architectural change to preserve what's good about the neighborhood.

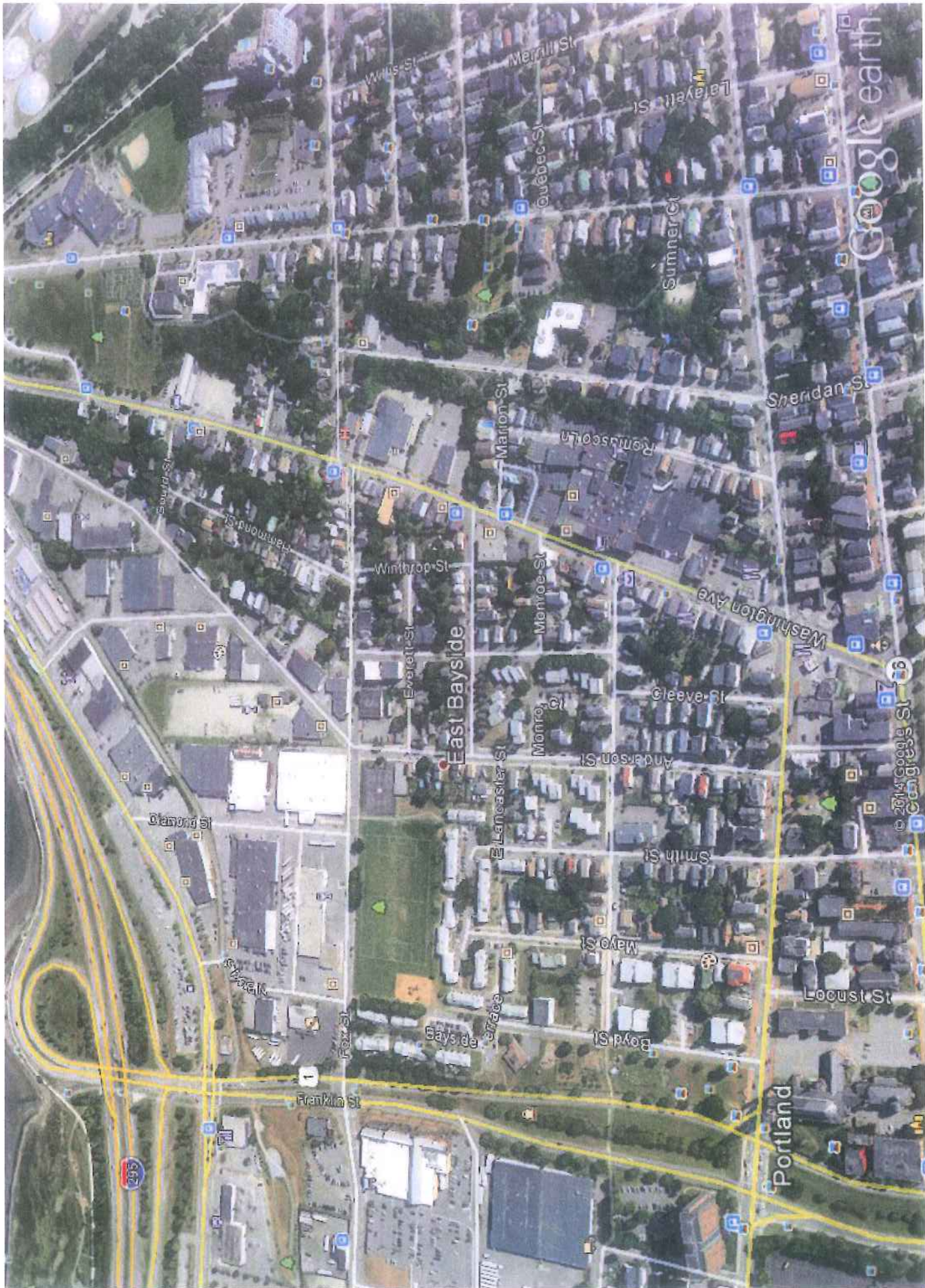
Mr. Carroll reminded the group that more meetings will be held for their input. The first Planning Board workshop re: the rezoning will be on Tuesday March 11th at 4:00pm. Be sure attend future meetings or to email comments to the City.

Meeting adjourned.

East Basyide Proposal to Rezone From Residential R-6 to Residential R-7

-  Study Area
-  Existing R-7
-  Portland Housing Authority Parcels
-  Adjacent Parcels
-  Buildings
-  Zone Lines





Rick Knowland - Re: Bayside PHA ownership

From: Marge Schmuckal
To: Patrick Carroll; Rick Knowland
Date: 4/17/2014 10:11 AM
Subject: Re: Bayside PHA ownership
CC: Brooks More; Jeff Levine; Jesse Thompson; Mark B. Adelson

Hi Pat,

I am in receipt of your April 2, 2014 letter to me. Thank you for the outline. It was pretty complete. I have accepted the concept that the property owned and operated by Portland Housing authority in the East Bayside area does function in a campus-like manner. Maintenance and grounds keeping is done by the same entity. It does function in concept no differently than for example, the USM campus which is located on many lots and blocks and crosses several different streets. I am also comfortable that there is written agreements that will turn the Bayside Anchor project over to the PHA for management within three (3) years after the completion of construction.

I would like a bit more information concerning your parking management for the East Bayside PHA campus. How are the different areas of parking managed. Is there a coded sticker program for residents? Can you elaborate as to how parking requirements for the Bayside Anchor project will be specifically located and managed? I think your parking management is crucial to being able to make the Bayside Anchor project work.

Thank you,
Marge Schmuckal
Zoning Administrator
(207) 874-8695

>>> Patrick Carroll <pcarroll@carroll-assoc.com> 4/7/2014 10:54 AM >>>
Hi Marge,

Wondering if you have had time to look into the PHA ownership of East Bayside properties as requested in my email last week. We have a PBWorkshop tomorrow afternoon and I was hoping we might be able to discuss prior to that. I am out today but available anytime tomorrow if you want to meet and discuss. Please let me know if you have any questions or need any additional information.

Pat Carroll
Sent from my iPad

D.1

Rick Knowland - PHA Campus in East Bayside

From: "Patrick Carroll" <pcarroll@carroll-assoc.com>
To: RWK@portlandmaine.gov; JLT@portlandmaine.gov; MES@portlandmaine.gov
Date: 4/2/2014 3:40 PM
Subject: PHA Campus in East Bayside
CC: bmore@avestahousing.org; madelson@porthouse.org
Attachments: Marge Schmuckal Letter April 2 final.pdf

Hi Marge,

As indicated in the attached letter, we are working with the Planning Staff on several issues relating to the Bayside Anchor project, and one that has surfaced several times relates to how the Portland Housing Authority projects in the East Bayside neighborhood are owned and managed. This neighborhood contains a significant amount of underutilized parking and PHA is proposing to manage the parking such that Bayside Anchor could utilize some of the excess parking to meet their parking demand. This is a critical component to the Bayside Anchor project as it uses available parking rather than constructing new spaces in the neighborhood, keeping site costs down, minimizes impervious cover, and makes the project affordable. We believe the entire PHA neighborhood should be considered a campus, similar to USM or Maine Medical Center, and PHA is prepared to develop a Parking Management Plan for all of their East Bayside properties that regulates and manages their parking to insure that all tenant parking needs are being met. A key zoning issue relates to interpretation of "Ownership", and so we have prepared the attached letter that attempts to clarify how the PHA properties are owned and managed.

This issue is important now, as the PHA and City are looking at a rezone from R6 to R7, and if necessary there might need to be a text change to make this work for Bayside Anchor. We are hopeful, however, that you will concur that the PHA East Bayside neighborhood, including the Bayside Anchor site, can be considered a campus for the purposes of sharing and managing the parking demand.

We would like to schedule a meeting with you, Jen, and Planning Staff to review this issue, ideally this week before the Planning Board workshop which is scheduled for April 8.

Please let me know if you have any questions or need additional information. I believe Rick Knowland has exhibits and maps of the East Bayside neighborhood describing the areas and parking demands, I am glad to also send them to you and Jen if desired.

Regards, Pat

Patrick J. Carroll
Carroll Associates Landscape Architects
207-772-1552 (w)
207-329-8976 (c)
pcarroll@carroll-assoc.com

 Please consider the environment before printing this email.



D.2

April 2, 2014

Ms. Marge Schmuckal, Zoning Administrator
City of Portland
389 Congress Street
Portland, ME 04101

RE: East Bayside PHA Campus

Dear Marge,

We have been meeting with City Staff regarding the pending rezone of the East Bayside neighborhood and one question that keeps arising is our interpretation of the PHA properties as a 'campus', controlled and managed under one Ownership. I am hoping this letter will provide some background and clarification from your perspective about whether this is a valid classification of use and ownership.

The overriding mission of the Portland Housing Authority is to *"provide and expand affordable housing and services that improves quality of life, builds community, enhances safety, and promotes personal success in the people they serve and neighborhoods in which they reside"*. PHA is a major contributor to the Portland's housing stock and owns/ manages over 1,100 dwelling units across the city, providing a multitude of affordable housing opportunities for a wide range of families and individuals.

PHA's inventory in the East Bayside neighborhoods of Bayside Terrace, Kennedy Park, and East Bayside were all developed in the 1960's and 1970's, and provide a mix of housing types and arrangements for low income families. These three developments, while separate by name, deed and building style are all owned and managed by Portland Housing Authority, and fall under the same HUD assigned group designation.

The continuous presence of PHA is central to the neighborhood, offering programs such as a Head Start preschool program, after school education and study programs, a community Center with regular tenant events and activities, and a Community Policing Center in addition to managing the housing stock.

In 1983, the Portland Housing Authority created the Portland Housing Development Corporation (PHDC) to act as its development arm in ventures into creating new affordable housing units. While PHDC is a separate legal entity it is a component corporation of the Portland Housing Authority with interlocking boards of directors. The intent is that any new housing developed through the PHDC or its affiliates will be managed through PHA as part of their portfolio. To date they have purchased one property in the East Bayside neighborhood, a 9 unit building at 47-49 Boyd Street, and have a second parcel under contract. This is the parcel of land targeted for development of the Bayside Anchor project at the corner of Boyd and Oxford Streets. These properties are adjacent to PHA property and will continue to be controlled and managed by the Portland Housing Authority as part of their East Bayside portfolio.

Virtually all affordable housing being developed in Maine today utilizes the federal program of Low Income Housing Tax Credits, administered through MaineHousing. The structure of these programs requires separate Limited Partnerships and LLC's for each project. This requirement has led to creation of distinct entities for legal reasons, but the overall control and management still remains with the parent company. A good example of this is Pearl Place, where Avesta Pearl Street One, LP developed Phase One (66 DU) and Avesta Pearl Street Two, LP and Pinecone Housing Corporation, GP developed Phase Two (54 DU). Both projects are managed under the umbrella of Avesta Housing. It is noted here that the parking for Phase One and Phase Two is shared with mutual easements and use agreements across both properties.

For the Bayside Anchor project, the PHDC is creating a separate Limited Partnership with Avesta Housing. This partnership was created to maximize the ratings of the development team in its Maine Housing project rating, and also to provide PHA with expertise and training in developing and managing Tax Credit projects. Per the project's Development Services Agreement, Bayside Anchor will be managed by PHA within three (3) years after the completion of construction.

We believe the properties managed and controlled by Portland Housing Authority in East Bayside are considered a campus. They are owned and managed under the umbrella of PHA, which provides a daily presence on the property, PHA provides various services and activities programmed through their offices, and they have a vested interest in the neighborhood. Bayside Anchor is envisioned to be a strong vibrant contributor to that campus and is proposed to house the community services currently located at the East Bayside Community Center.

We are currently looking at using underutilized parking within the PHA East Bayside Campus to help meet the parking demand for the Bayside Anchor project. As mentioned above, we believe it is all currently being managed as a campus and request your review and opinion on whether this is a valid approach. Your ruling on this will affect our approach moving forward. Please review with Counsel if necessary and get back to either Staff or our office. We would like to meet with you to review this in greater detail or answer any questions that you might have, ideally by the end of the week if your schedule permits.

With Regards,
CARROLL ASSOCIATES



Patrick J. Carroll, Principal

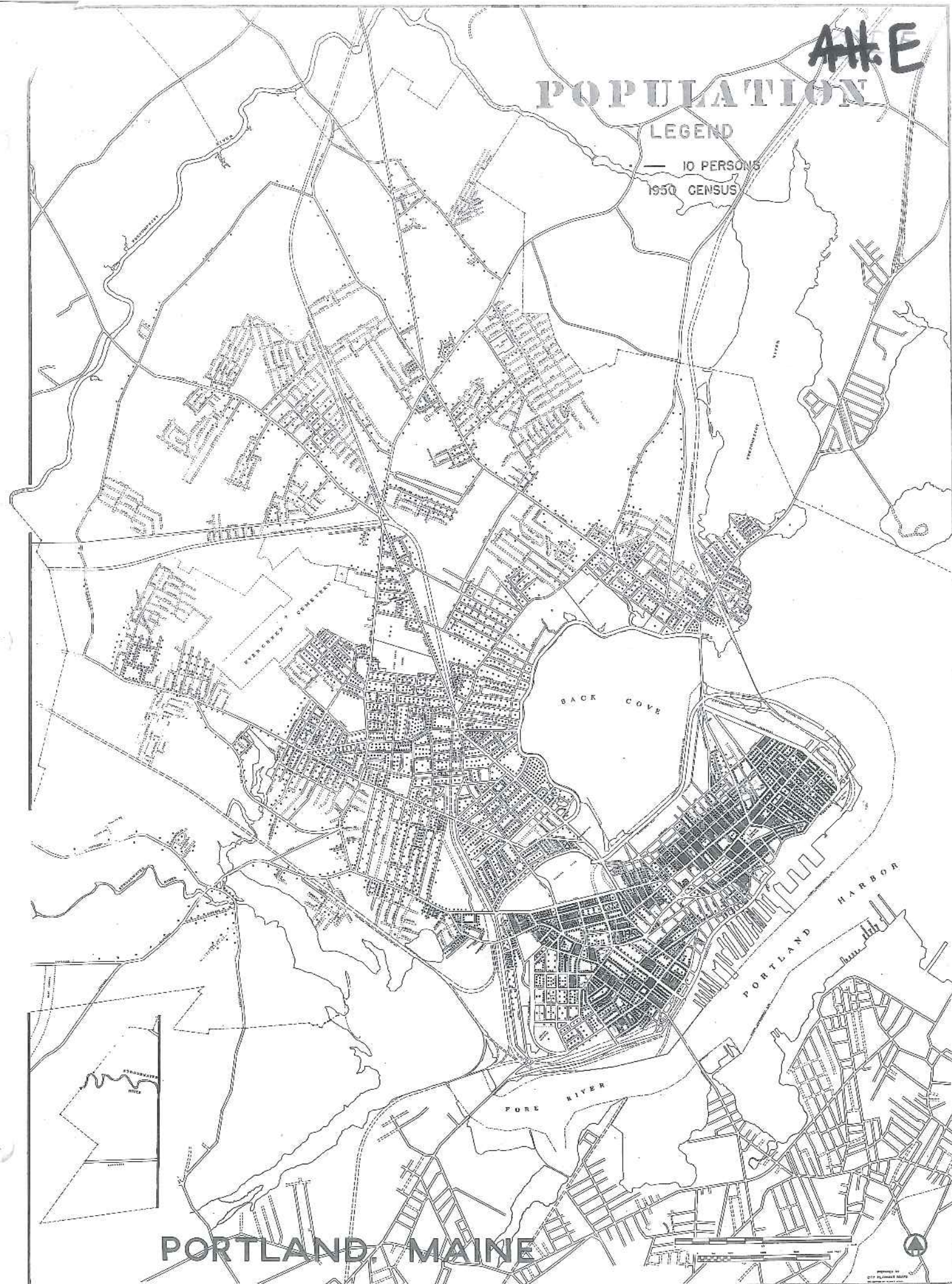
CC: Mark Adelson, PHA
Brooks More, Avesta
Rick Knowland, City of Portland

AHE

POPULATION

LEGEND

— 10 PERSONS
1950 CENSUS



PORTLAND, MAINE



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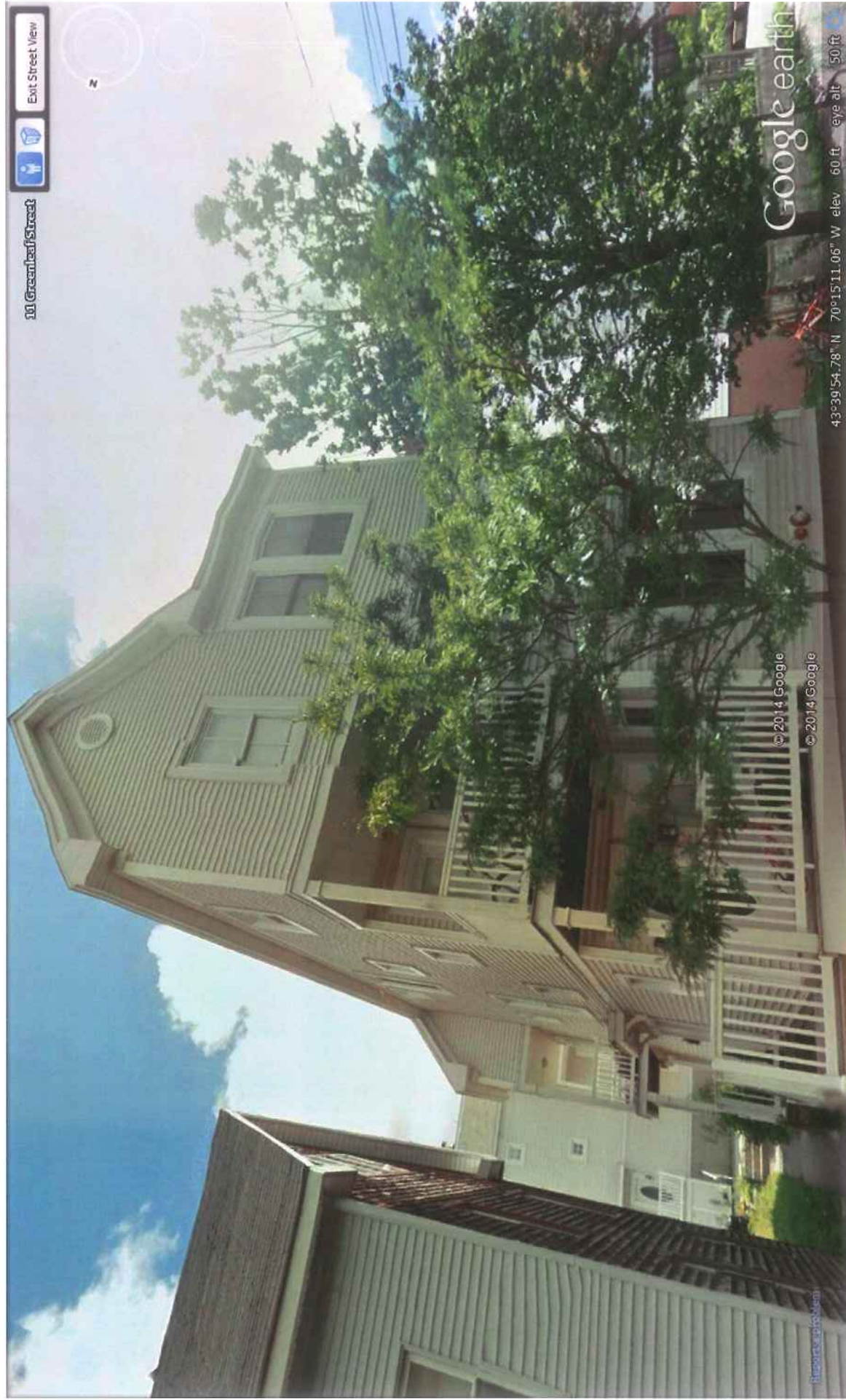
A.H. F

Smith and Oxford Existing R-7 Zone



Smith and Oxford Existing R-7 Zone

F.1



9 Greenleaf Street Existing R-7 Zone

F.2



14 Monroe Street Existing R-7 Zone

F.3



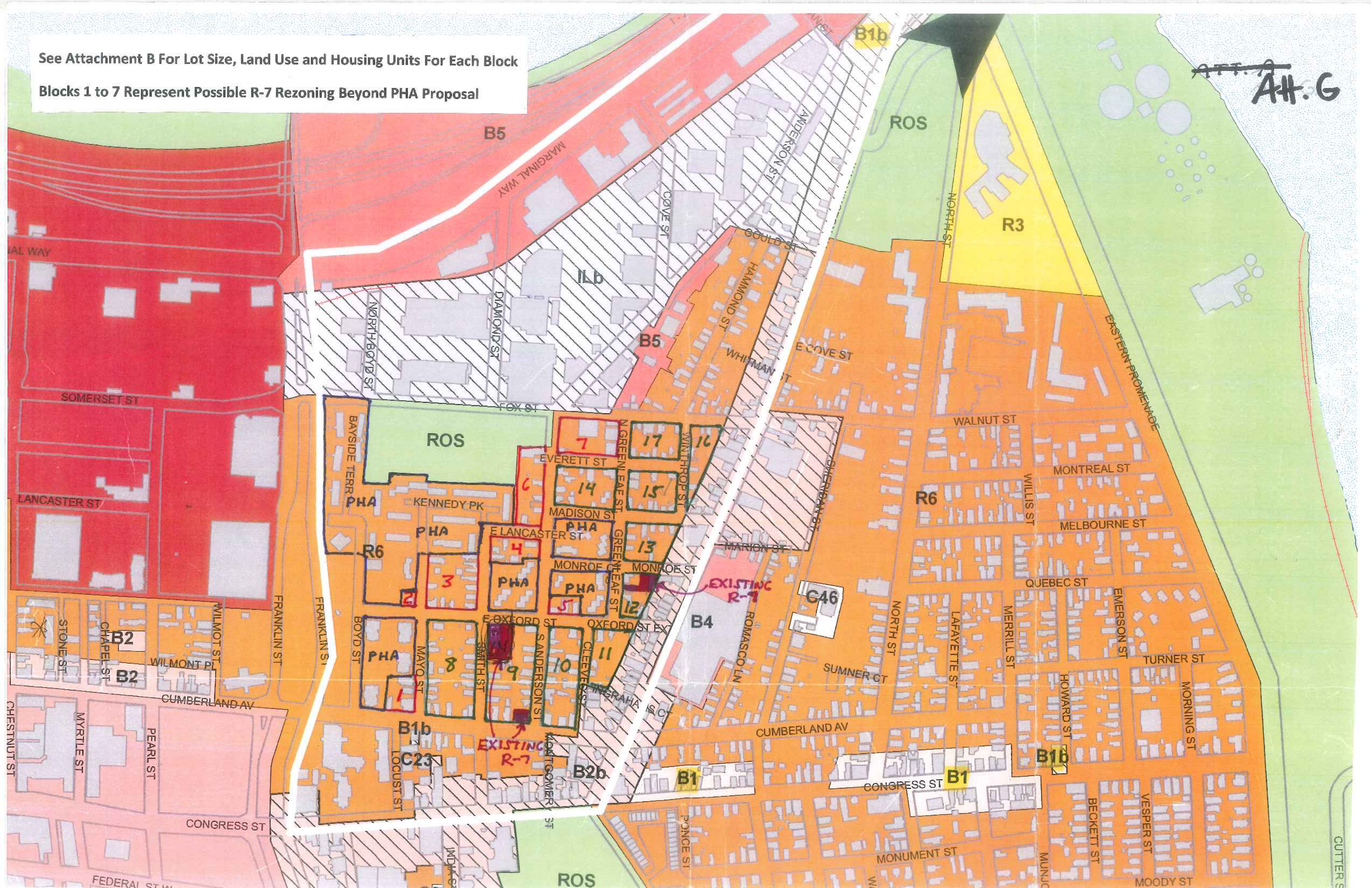
Cumberland and Anderson Existing R-7 Zone

F.4

See Attachment B For Lot Size, Land Use and Housing Units For Each Block

Blocks 1 to 7 Represent Possible R-7 Rezoning Beyond PHA Proposal

~~ATT. A~~
Att. G



EAST BAYSIDE NON-PHA PROPERTIES BY BLOCK

Attachment B

CUMBERLAND-OXFORD-MAYO-BOYD BLOCK #1 (Adjacent to PHA)

Address	CBL	Lot Area in Sq. Ft.	Housing Units
165 Cumberland Ave. (2-6 Mayo St.)	22-H-26	4,200	12 (Ingraham House)
8-10 Mayo St.	22-H-28	1,815	2
12 Mayo St.	22-H-23	3,850	School (Owned by Charity)
171 Cumberland Ave.	22-H-24	3,080	Commercial
169 Cumberland Ave.	22-H-25	3,024	(Ingraham House)

OXFORD-BOYD-MAYO #2 (Adjacent to PHA)

Address	CBL	Lot Area in Sq. Ft.	Housing Units
36-40 Mayo St. (69-73 Oxford St.)	22-I-5, 6	4,340	1

A.H.H

OXFORD-MAYO-SMITH BLOCK #3 (Adjacent to PHA)

Address	CBL	Lot Area in Sq. Ft.	Housing Units
35-39 Mayo St. (65-67 E. Oxford St.)	22-I-19	2,600	3
41 Mayo St.	22-I-18	2,470	2
43 Mayo St.	22-I-14	2,692	Vacant
45 Mayo St.	22-I-13	2,886	Garage
49 Mayo St.	22-I-10	3,960	3
78 Smith St.	22-I-11	2,700	a
76 Smith St.	22-I-12	2,288	2
74 Smith St.	22-I-16	2,640	a
70 Smith St.	22-I-17	3,062	a
68 Smith St.	22-I-25	1,800	3
66 Smith St.	22-I-26	1,600	3
62 Smith St. (53-55 E. Oxford St.)	22-I-27	1,730	2
57 Oxford St.	22-I-22-24	3,641	Garage
61 R. Oxford St. (east)	22-I-15-28	4,353	Vacant

LANCASTER-SMITH-ANDERSON BLOCK #4 (Adjacent to PHA)

Address	CBL	Lot Area in Sq. Ft.	Housing Units
77 Smith St.	22-K-2	2,448	1
14-16 E. Lancaster St. (79-83 Smith St.)	22-K-20	3,408	1
10 E. Lancaster St.	22-K-3	3,907	2
2 E. Lancaster St./58-60 Anderson St.	22-K-4	5,266 Total for Both	1
6 E. Lancaster St. (58-60 Anderson St.)	22-K-4	0	1
12 E. Lancaster St.	22-K-1	2,192	1

H.I.

OXFORD-ANDERSON-GREENLEAF-MONROE BLOCK #5 (Adjacent to PHA)

Address	CBL	Lot Area in Sq. Ft.	Housing Units
31 Oxford St.	13-B-8	3,200	3
27 Oxford St.	13-B-7	3,200	3
35 Oxford St. (37-41 Anderson St.)	13-B-6-13	2,895	3

ANDERSON-LANCASTER BY SOCCER FIELD BLOCK #6 (Adjacent to PHA)

Address	CBL	Lot Area in Sq. Ft.	Housing Units
74-76 Anderson St.	23-B-13-33	4,800	1
78 Anderson St.	23-B-11	1,500	Vacant
80-82 Anderson St.	23-B-7-9	5,700	2
86 Anderson St.	23-B-3	5,550	1
90 Anderson St.	23-B-32	6,080	City Building
1-7 Lancaster St./Anderson St.	23-B-21	8,400	1

#2

FOX-ANDERSON-EVERETT-GREENLEAF #7

Address	CBL	Lot Area in Sq. Ft.	Housing Units
89-99 Anderson St. (Everett and Fox Sts.)	12-I-1	20,440	Commercial
29 Everett St.	12-K-5	2,920	Commercial
42-52 Greenleaf St.	12-I-2	11,592	15

CUMBERLAND-OXFORD-MAYO-SMITH BLOCK #8

Address	CBL	Lot Area in Sq. Ft.	Housing Units
5 Mayo St.	22-J-23	2,283	3
9 Mayo St.	22-J-19	2,390	2
11 Mayo St.	22-J-16	3,300	2
13 Mayo St.	22-J-12-15 (Unit 1)	9,460	1
13 Mayo St.	22-J-12-15 (Unit 2)	0	1
15 Mayo St.	22-J-12-15 (Unit 3)	0	1
21 Mayo St.	22-J-11	3,955	1
23 Mayo St.	22-J-8-0	4,286	1
66 Oxford St. (27-79 Mayo St.)	22-J-1-2-4-33 (Unit 1)	7,181	1
68 Oxford St. (27-79 Mayo St.)	22-J-1-24-33 (Unit 2)	0	1
52-58 Oxford St. (56-58 Smith St.)	22-J-5-6	5,743	1
48-52 Smith St.	22-J-7-10	5,419	2
44-46 Smith St.	22-J-13	3,182	2
42 Smith St.	22-J-14	3,495	2
38 Smith St.	22-J-18	3,002	2
36 Smith St.	22-J-21	3,002	3
32-34 Smith St.	22-J-20-22	4,156	1
149 Cumberland Ave. (Corner of Mayo St.)	22-J-29	1,700	4
151 Cumberland Ave.	22-J-28	2,156	3
155 Cumberland Ave.	22-J-26	3,569	3
151 Cumberland Ave.	22-J-28	2,156	3
153-155 Cumberland Ave.	22-J-27	3,283	Vacant

H.3

CUMBERLAND-OXFORD-SMITH-ANDERSON BLOCK #9

Address	CBL	Lot Area in Sq. Ft.	Housing Units
145-147 Cumberland Ave. (27-31 Smith St.)	22-L-17	3,180	4
141-143 Cumberland Ave.	22-L-18	2,790	3
139 Cumberland Ave. (2-6 S. Anderson St.)	22-L-19-20-21	4,870	4
8 Anderson St.	22-L-24	2,712	1
10-12 Anderson St.	22-L-15	2,995	1
14 Anderson St.	22-L-13	3,272	3
16-18 Anderson St.	22-L-12	3,635	3
20-22 Anderson St.	22-L-8-9	4,447	1
24-26 Anderson St.	22-L-7-25	3,676	3
28-32 Anderson St. (36-42 Oxford St.) Condo #1	22-L-4-22-23	0	1
28-32 Anderson St. (36-42 Oxford St.) Condo #2	22-L-4-22-23	0	1
28-32 Anderson St. (36-42 Oxford St.) Condo #3	22-L-4-22-23	0	1
33 Smith St.	22-L-16	4,000	3
35-37 Smith St.	22-L-14	5,643	4
39-41 Smith St.	22-L-11	4,900	2
43-45 Smith St.	22-L-10	5,000	2
47-55 Smith St. (48-50 Oxford St.)	22-L-1-2-3-6-26-27	14,600	20

H.4

CUMBERLAND-OXFORD-ANDERSON-CLEEVE BLOCK #10

Address	CBL	Lot Area in Sq. Ft.	Housing Units
119-121 Cumberland Ave. (2-6 Cleeve St.)	13-D-17	1,896	3
123 Cumberland Ave.	13-D-16	5,057	3
127 Cumberland Ave.	13-D-15	2,312	4
5 Anderson St.	13-D-14	1,512	Vacant
7-9 Anderson St.	13-D-13	2,075	3
11 Anderson St.	13-D-12	1,525	3
13-15 Anderson St.	13-D-10	1,025	3
17-19 Anderson St.	13-D-8	3,157	3
23 Anderson St.	13-D-6	2,450	2
25 Anderson St.	13-D-5	2,457	1
27 Anderson St.	13-D-3	2,531	1
34 Oxford St.	13-D-1	3,548	4
29-31 Anderson St.			
8-10 Cleeve St.	13-D-18	5,833	1
12-16 Cleeve St.	13-D-11	3,288	3
18-20 Cleeve St.	13-D-9	3,540	3
22-24 Cleeve St.	13-D-7	3,554	3
26-28 Cleeve St.	13-D-4	2,252	Vacant

4.5

OXFORD-CLEEVE BLOCK #11

Address	CBL	Lot Area in Sq. Ft.	Housing Units
15 Cleeve St.	13-E-17	3,039	1
17-19, 21 Cleeve St.	13-E-21	1,105	1
23 Cleeve St.	13-E-14	1,454	1
23-25 Cleeve St.	13-E-9	1,013	Vacant
25-31 Cleeve St.	13-E-1-8	6,996	3
18 Oxford St.	13-E-2	1,618	1

OXFORD-GREENLEAF-MONROE BLOCK #12

Address	CBL	Lot Area in Sq. Ft.	Housing Units
6-10 Monroe St.	13-C-4	2,523	2
12-14 Monroe St.	13-C-2	5,102	3
9-11 Greenleaf St.	13-C-15	3,258	3
15 Greenleaf St. (16-20 Monroe St.)	13-C-15	3,280	3
1-7 Greenleaf St. (13-15 Oxford St.)	13-C-8	4,113	1
5-7 Oxford St.	13-C-10	4,800	2
9-11 Oxford St.	13-C-9	5,161	1

GREENLEAF-MONROE-MADISON BLOCK #13

Address	CBL	Lot Area in Sq. Ft.	Housing Units
12-14 Madison St.	12-O-5	3,200	1
16 Madison St.	12-O-4	3,120	1
18 Madison St.	12-O-3	2,480	2
22 Madison St.	12-O-2	2,480	4
25-27 Greenleaf St. (24-26 Madison St.)	12-O-1	2,960	3
23 Greenleaf St.	12-O-11	1,800	2
21 Greenleaf St. (17-21 Greenleaf/17-21 Monroe Sts.)	13-A-1-2	5,644	1
13 Monroe St.	13-A-4	2,400	1
15 Monroe St.	13-A-3	2,400	Vacant

ANDERSON-MADISON-GREENLEAF-EVERETT BLOCK #14

Address	CBL	Lot Area in Sq. Ft.	Housing Units
26 Everett St.	12-L-3	4,800	Garage
30 Everett St.	12-L-2	2,384	1
40 Greenleaf St. (20-24 Everett St.)	12-L-4-5	3,710	3
34 Greenleaf St.	12-L-11	1,120	1
32 Greenleaf St.	12-L-12	1,120	1
37 Madison St.	12-L-10	2,400	1
39 Madison St.	12-L-9	2,400	Vacant
41 Madison St.	12-L-8	2,400	Vacant
43-45 Madison St.	12-L-13	1,800	1
71-73 Anderson St. (47 Madison St.)	12-L-12	1,424	1
77 Anderson St.	12-L-7	3,200	1
79 Anderson St.	12-L-6	3,224	1
83 Anderson St.	12-L-1	3,200	2

H.7

MADISON-GREENLEAF-EVERETT-WINTHROP BLOCK #15

Address	CBL	Lot Area in Sq. Ft.	Housing Units
13 Madison St.	12-M-10	2,409	1
15-17 Madison St.	12-M-9	2,400	1
19 Madison St.	12-M-8	2,395	1
21 Madison St.	12-M-7	3,120	1
23-25 Madison St.	12-M-6	2,725	1
31 Greenleaf St. (27 Madison St.)	12-M-5	2,865	2
37-41 Greenleaf St. (12-16 Everett St.)	12-M-10	6,370	7
8-10 Everett St.	12-M-2	3,200	1
12 Winthrop St. (2-6 Everett St.)	12-M-3	3,200	1
8-10 Winthrop St.	12-M-4	3,200	Vacant

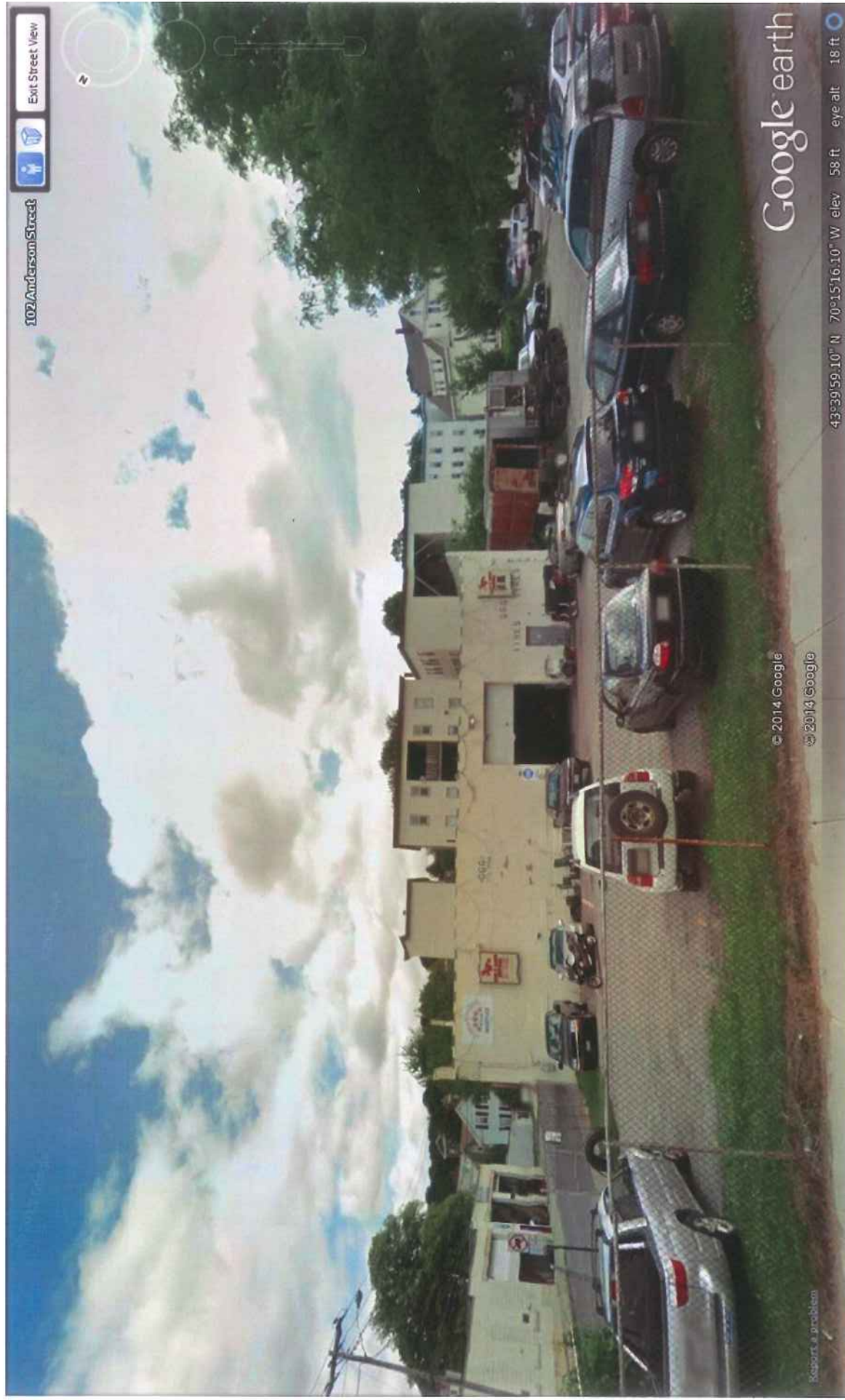
FOX-WINTHROP-MADISON BLOCK #16

Address	CBL	Lot Area in Sq. Ft.	Housing Units
18 Fox St.	12-K-21	1,331	1
14-16 Fox St.	12-K-2	1,998	1
10-12 Fox St.	12-K-3	3,446	1
20-22 Fox St. (23-27 Winthrop St.)	12-K-1	2,795	Vacant
19 Winthrop St.	12-K-7	3,196	1
13-15 Winthrop St.	12-K-12-14	6,348	1
11 Winthrop St.	12-K-23	1,400	Vacant
9 Winthrop St.	12-K-16	2,245	1
7 Winthrop St.	12-K-17	2,201	Vacant
5 Winthrop St.	12-K-19	1,932	1

4.8

FOX-GREENLEAF-WINTHROP-EVERETT BLOCK #17

Address	CBL	Lot Area in Sq. Ft.	Housing Units
32 Fox St.	12-J-4-5	4,095	1
34-36 Fox St.	12-J-3	3,288	4
38 Fox St.	12-J-2	1,588	1
40 Fox St. (49-53 Greenleaf St.)	12-J-1	1,174	1
15 Everett St. (43-47 Greenleaf St.)	12-J-7	2,400	1
13 Everett St.	12-J-8	2,400	1
9-11 Everett St.	12-J-9	2,400	1
5 Everett St.	12-J-11	3,120	1
22 Winthrop St.	12-J-12	2,440	1
26-28 Winthrop St. (26 Fox St.)	12-J-6	2,080	1



Three G Auto Repair Site Fox-Anderson-Everett

A#1

ATT J-1



View of Mayo Street toward Cumberland Avenue



View of Mayo Street toward Cumberland Avenue



View of Smith Street from Cumberland Avenue



View of Smith Street from Cumberland Avenue



View of Anderson Street at Oxford Street (looking toward Cumberland Avenue)



Anderson Street View at Cumberland Avenue looking toward Oxford Street
 Site of existing R-7 zone

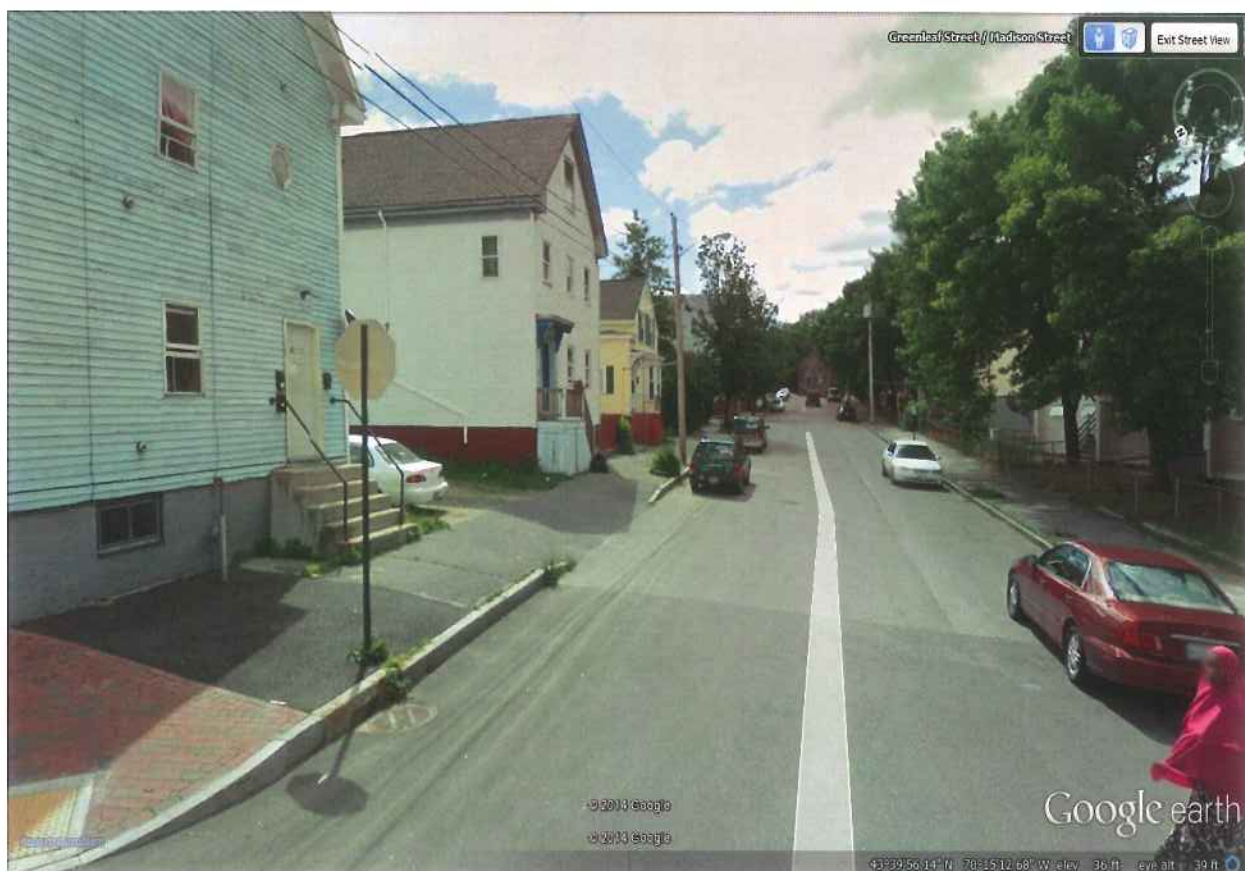


View of Cleeve Street at Cumberland Avenue toward Oxford Street

J-5



View of Greenleaf Street from Fox Street

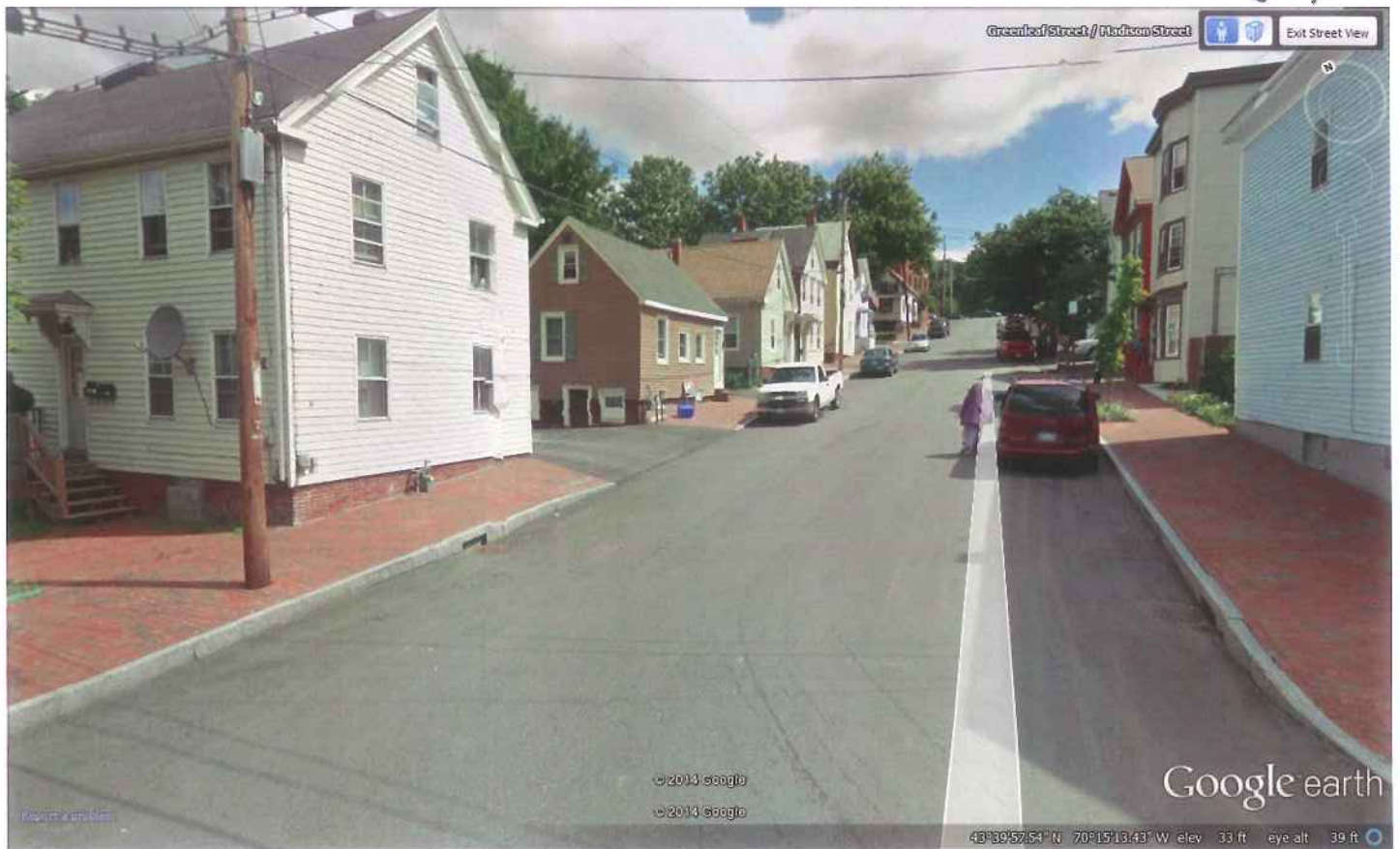




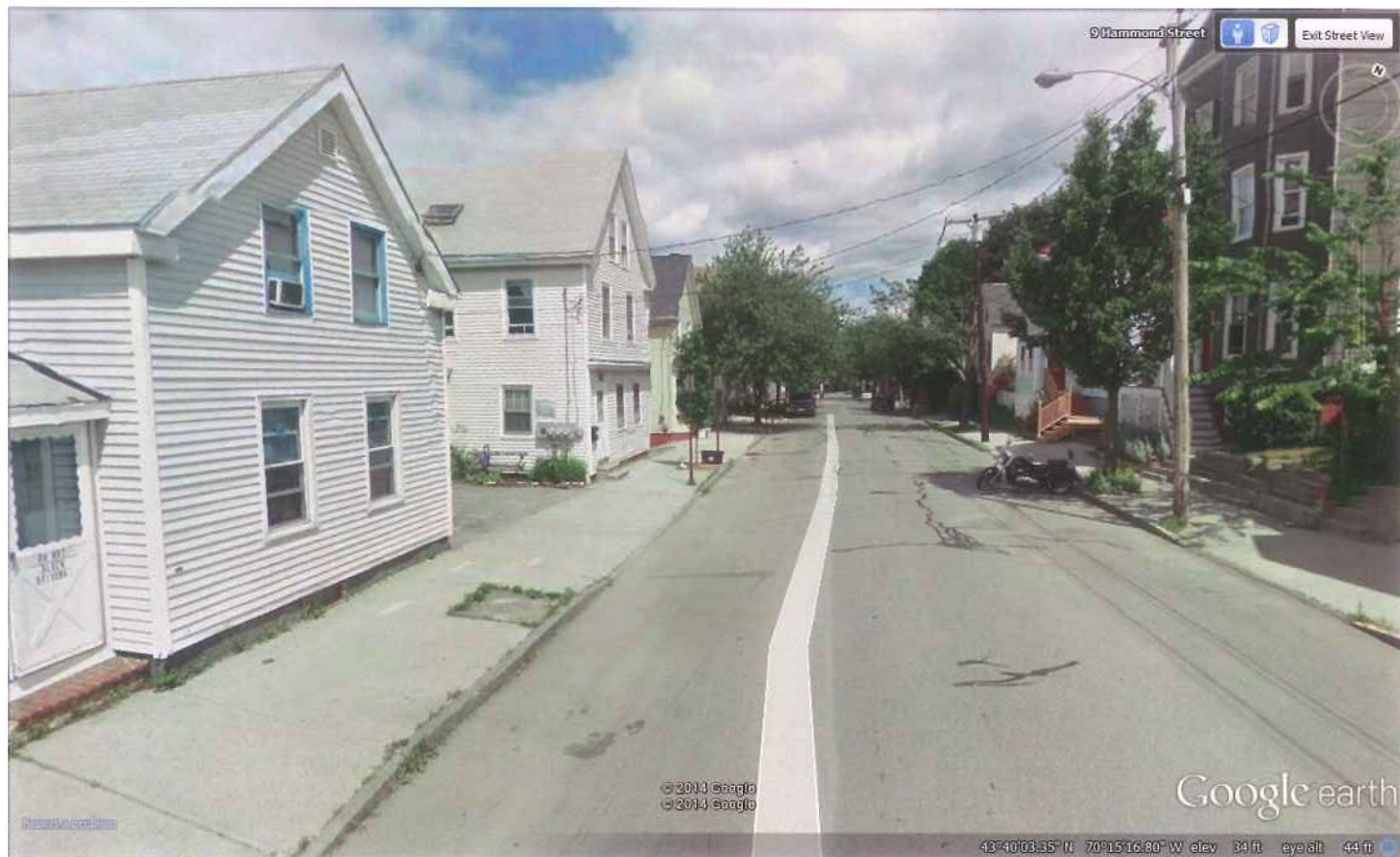
View of Fox Street looking toward Washington Avenue



View of Fox Street toward Washington Avenue



View of Madison Street toward Washington Avenue

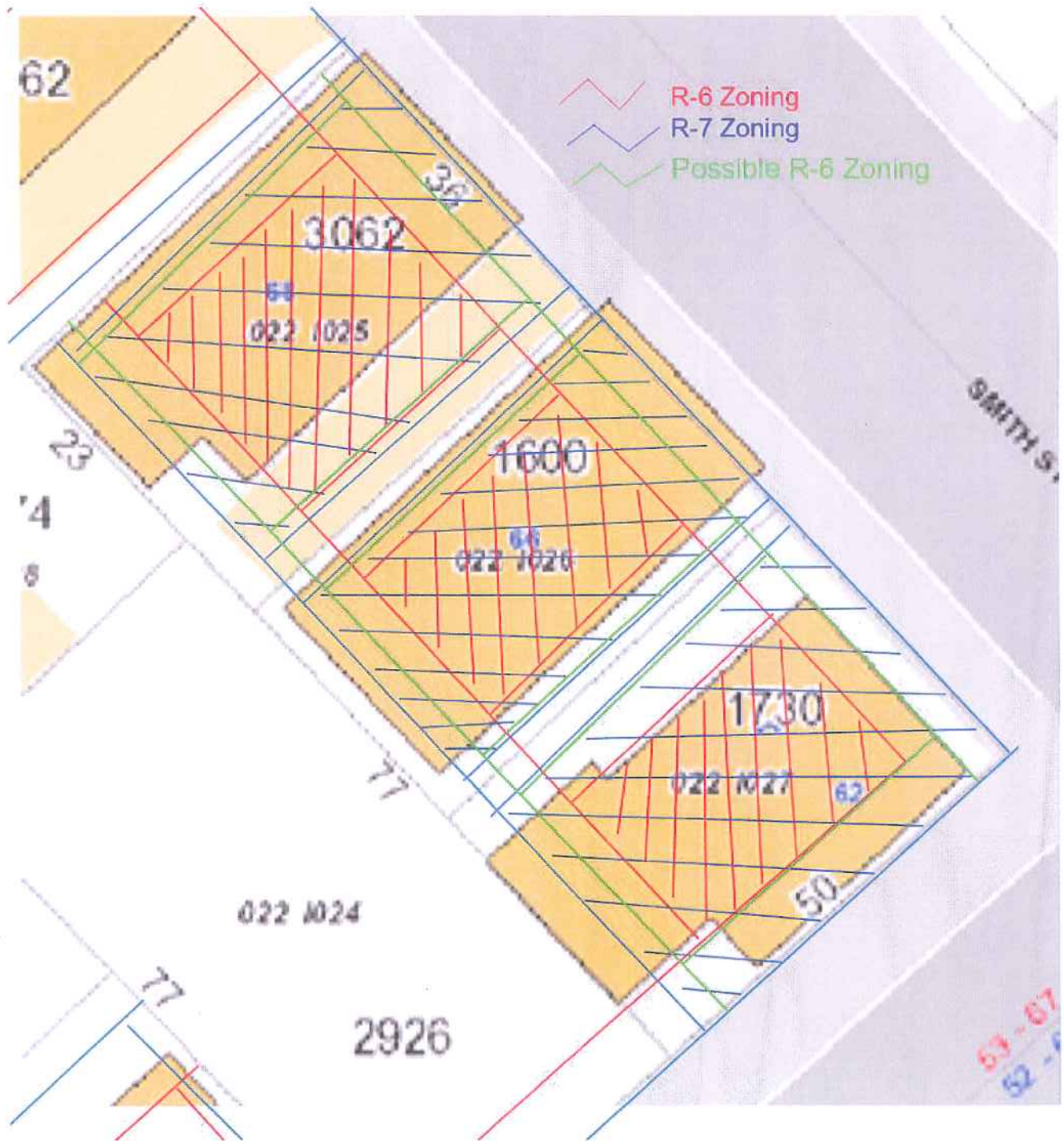


View of Hammond Street toward Gould Street

Att. K

Comparison of Three Parcels in East Bayside Existing Buildings and "Zoning Envelopes"

R-6 Zoning, R-7 Zoning and Proposed R-6 Zoning Changes



R6/R7 Neighborhood Meeting Notes PHA Community Room 6:00 – 7:30 PM

Attendance Sheet

Alex Jaegerman	Portland Planning Department
Kevin Donoghue	City Councilor
Patrick Carroll	Carroll Associates
Mark Aldelson	Portland Housing Authority
Brooks More	Avesta Housing
Jesse Thompson	Kaplan Thompson Architects
Morgan Law	Kaplan Thompson Architects
Hope Chrupcala	86 Anderson Street
Michele Castner	86 Anderson Street
Cynthia Cochran	17 Hammond Street
Ellen Bailey	17 Hammond Street
Rebecca Leeman	23 Fox Street
Wendy West	23 Fox Street
Byron Davis	77 Anderson Street
Chris Teret	77 Anderson Street
Kathleen McKeon	53 Hammond Street
Megan Garaay	24 Cleeve Street
Erin Kelly	24 Cleeve Street
Chelsea Valentine	24 Cleeve Street
Even Carroll	5 Everett Street
Sasha Salzberg	5 Everett Street
Judith Ridge	190 Washington Avenue
Brendon O'Neil	105 Walnut Street
Jeff Levine	Portland Planning Board
Ben Chipman	5 Mayo Street

March 31, 2014
East Bayside Neighborhood Meeting

Kevin Donoghue: Introduction

Jeff Levine: Opening remarks to set context (Power Point Presentation)

Several Areas on the peninsula under consideration for R-7. Parkside, Parts of Libby town and East Bayside. We are also looking at zoning text in R-6 and R-7. Presented Housing Policy issues, including the housing affordability gap.

Rick Knowland: Presented the map of area under consideration for rezone from R-6 to R-7, and presented the differences between R-6 and R-7 and street view images of existing R-7 projects in the neighborhood.

Michelle Castner (Anderson Street): Asked about the auto repair garage site – If rezoned would garage be allowed?

Rick Knowland response: It is and would still be grandfathered.

Kevin Donoghue: Does housing stock resemble more of R-6 or R-7?

Rick Knowland response: Setbacks are R-7, height and density is R-6.

Judy Ridge (Washington Avenue): Lots of area was (used to be) industrial zone. Are they grandfathered?

Jeff Levine response: Most are grandfathered.

Ken Lord (Deering Street): Why 5' difference? How is height measured?

Rick Knowland response: Explained height measurement.

Chris Teret (Anderson Street): How would change to R-7 lead to more affordable housing? Concerned that the neighborhood will lose its affordable housing. New housing won't necessarily be affordable. Portland Housing is affordable; we don't want to lose existing affordable housing.

Jeff Levine response: New supply will offset demand even though new housing will charge what it can. The City is also looking ahead to consider zoning provisions to proceed but much housing is very expensive, driving market rate development. Most existing houses are much lower than 45 or 50 feet. The issue is how to encourage affordable housing types, but not producing just high end units.

Evan Carroll (5 Everett Street): Echoed Chris and Kevin's comments Likes more units in neighborhood and dense zoning. Would like to see R-7 for entire East Bayside, good idea by Planning Board and Department to look at that. How is affordability to be assured?

Keri Lord: Concerns about affordability of all new development in Portland, and size of some units. How can we regulate unit sizes? People with larger families, especially immigrants families, should not be pushed off peninsula. Lives in Parkside - Who is building 3 bedroom apartments? Parkside used to be more stable, people would stay longer. Now more transient, less stable. We need ample places for families to live - 2 babies now on Deering Street. Need affordable family size units.

Kathleen McKeon: Lives across from Hammond Street's 2 new tri-plexes. More attention to environmental conditions, especially after clear cut Jack path site.

Cynthia Cochran: RE: Hammond Street - you say those R-7's fit the neighborhood on Hammond Street and other locations where R-7 would not fit. These are established neighborhoods.

Byron Davis (Anderson/Madison Street): If R-7 is proposed in your neighborhood, would you have standing to object to proposed building next door?

Jeff Levine response: Site plan and design standards would apply.

Rebecca Leeman: Fox Street house has no setbacks or yard. I do not want that new development 5 feet from my house. Can't hang out in the yard. Parking requirements - Planning Board always gives waivers for parking.

Ellen Barley (Hammond Street): Has traffic concerns. This is not the 1950's. It is a different world. Corner of Fox and Washington is already dangerous. Already too congested and dangerous. More density will bring more traffic and more accidents, more dangerous conditions. Especially bad in the winter.

Megan Garay (Cleeve Street): Has a yard and driveway. She would not want to see more buildings with less space. The neighborhood needs setbacks. In winter conditions, no one shovels sidewalks. R-7 with minimum yards and frontage is not good.

Brendan O'Neil (Walnut Street): Does the Planning Department have data on parking utilization on the street? Also, projects that have not gone forward due to zoning that would go forward with R-7?

Jeff Levine response: We are getting parking data from Portland Housing Authority. Not aware of projects that have not gone forward. Usually developers move on when zoning won't work for them. No data on lost opportunities.

Kevin Donoghue: Framed as unaffordable city or concern about building envelope and protection of setbacks and sky exposure. E. Bayside has more sky than Munjoy Hill. Answers don't fit R-6/R-7 box. People do not like zero setbacks next door. How to protect open spaces and allow affordable housing.

Chris Teret: What is the process going forward where this decision will be made?

Jeff Levine response: Planning board will have another workshop or two then have a public hearing and recommendation to the City Council. Final decision rests with the City Council.

_____: Portland Housing Authority was the catalyst for this, then Planning Board was inspired to look at R-7 in larger area.

Brendan O'Neil: Clarified his question on what prompted the Board?

Ben Chipman (5 Mayo Street): What is R-6 density? Lots of 2-3 unit buildings. Could not rebuild if they were torn down.

Kevin Donoghue: Which aspects of the R-7 does Portland Housing Authority need?

Jesse Thompson: R-6 goes back many decades and does not allow much to be built, especially buildings that fit the older pattern of development. Especially need lower front yard to meet the street. Side yards get larger with height. Side yard needed relief. Height not so much. Area per dwelling unit is critical. 435 is more workable than 1,000. Minimum lot size 4,500 is rare but we meet that. In summary, Bayside anchor needs changes to area per dwelling unit and setbacks. (Front and sides in our care). R-6 zone can't make a good city building. Did not want or need 100% lot coverage.

_____: Why not rezone the entire peninsula?

_____: How many units are allowed in the R-6 versus R-7?

Jeff Levine response: For a 5,000 sq. ft. lot, 5 units, or 10-11 units in R-7.

_____: If inclusionary zoning goes forward, how many units would be affordable?

Jeff Levine response: Range from 1 in 6 to 1 in 12 or negotiable. Likely 1 in 10 units but still under development.

Keri Lord: The impetus for this is Portland Housing Authority, this is too broad. Parts should staff R-6, some to R-7. Would not want that Portland Housing Authority building next to her house. Need to re-think the peninsula and living on peninsula. Lots of 3 unit buildings in the neighborhood. What is wrong with that for East Bayside? Do we want tall new buildings? All

Att. M

EAST BAYSIDE R7

PROPOSED ZONE MAP CHANGE

OXFORD STREET, PORTLAND MAINE

OPTION 1

DATE: APRIL 2014 BY: CARROLL ASSOCIATES

0'

200'

400'

LEGEND

KENNEDY PARK

BAYSIDE TERRACE

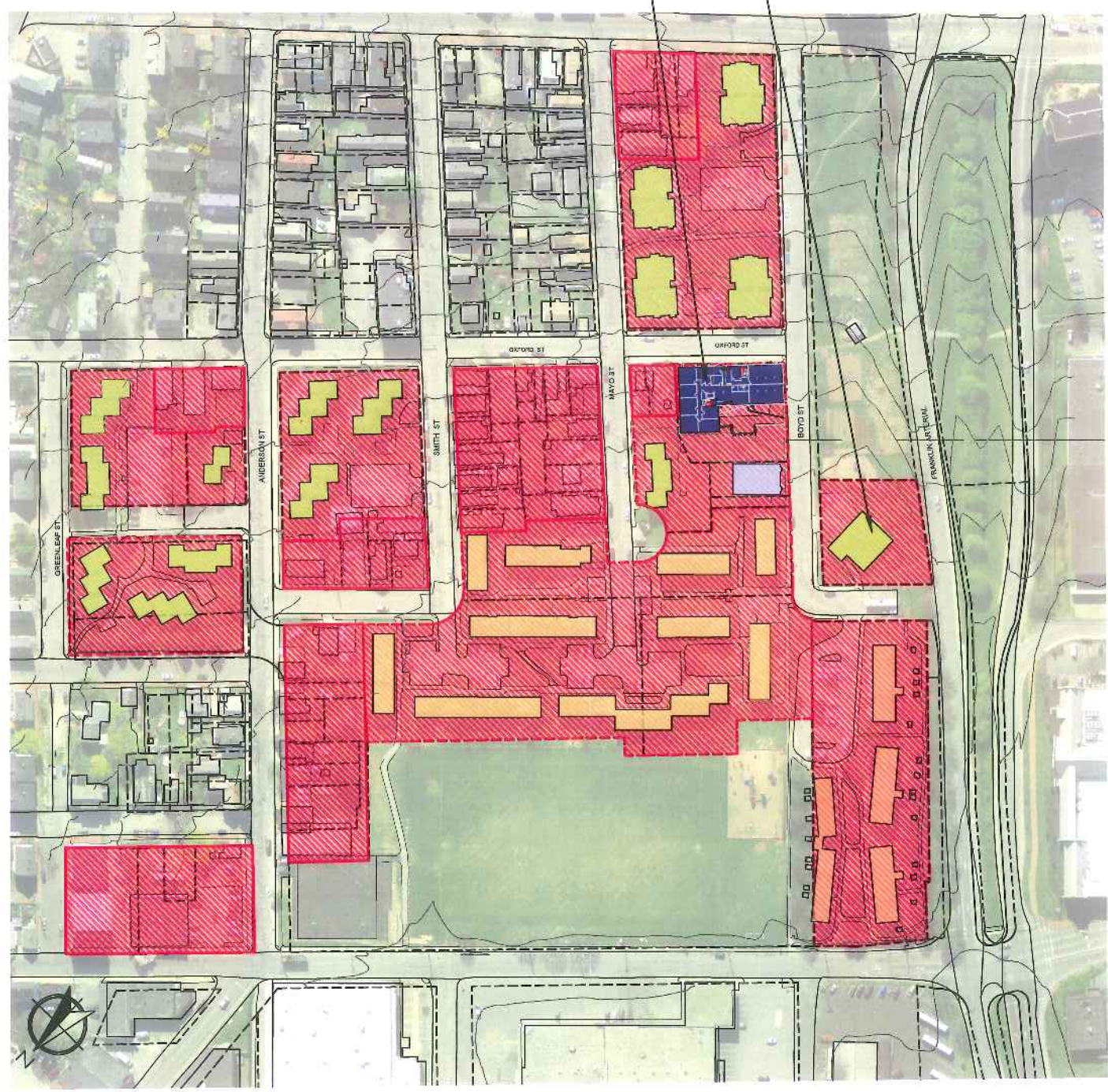
BAYSIDE EAST

BAYSIDE ANCHOR

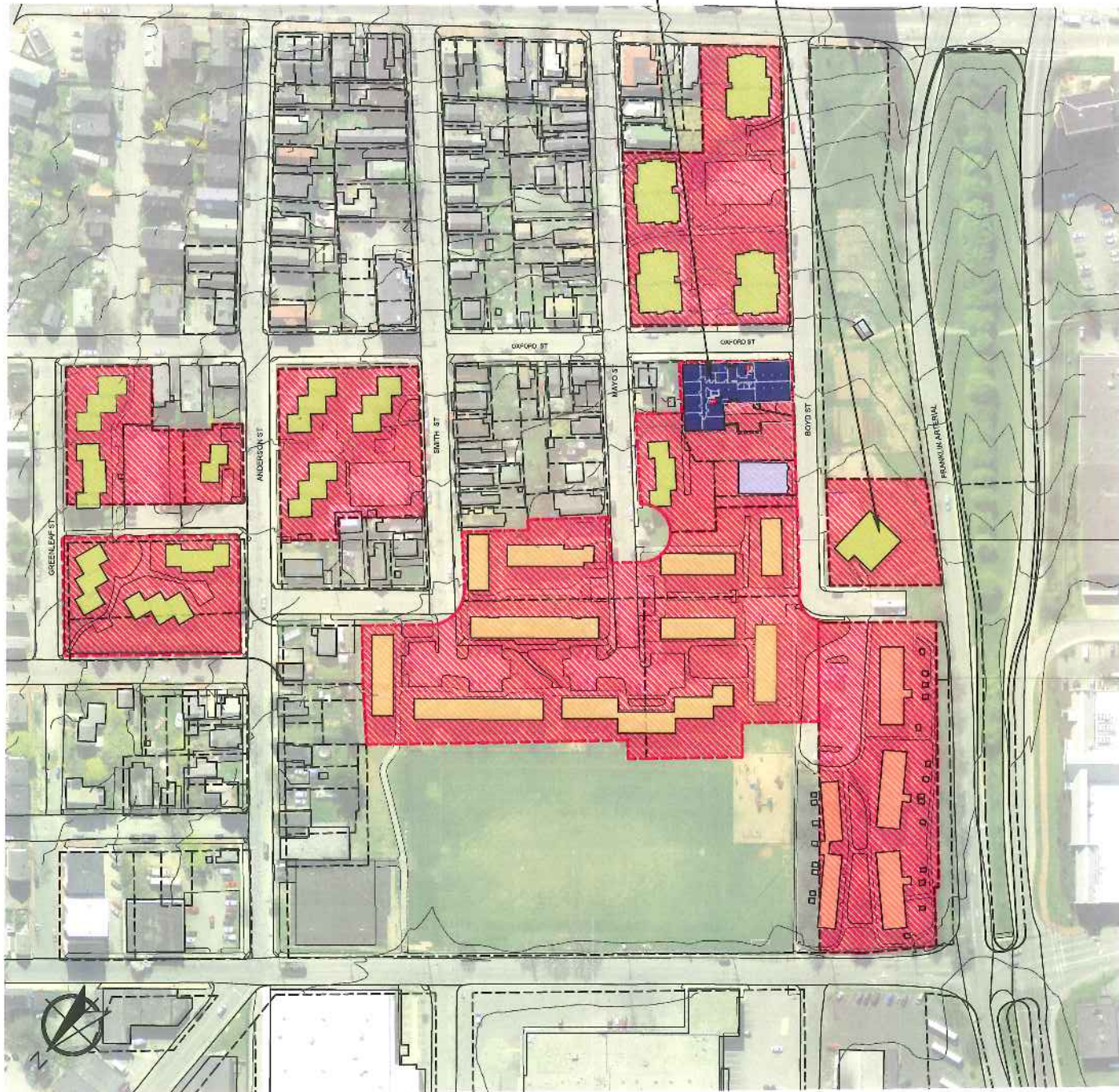
PHA/ PHDC OWNED

PROPOSED R7

DATA SOURCE:
- CITY OF PORTLAND GIS DATA
- MAINE GEO-LIBRARY 2FT 2012 ORTHO-IMAGERY

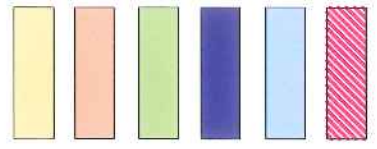


M.I



LEGEND

- KENNEDY PARK
- BAYSIDE TERRACE
- BAYSIDE EAST
- BAYSIDE ANCHOR
- PHA/ PHDC OWNED
- PROPOSED R7



DATA SOURCE:
- CITY OF PORTLAND GIS DATA
- MAINE GEO-LIBRARY 2FT 2012 ORTHO-IMAGERY

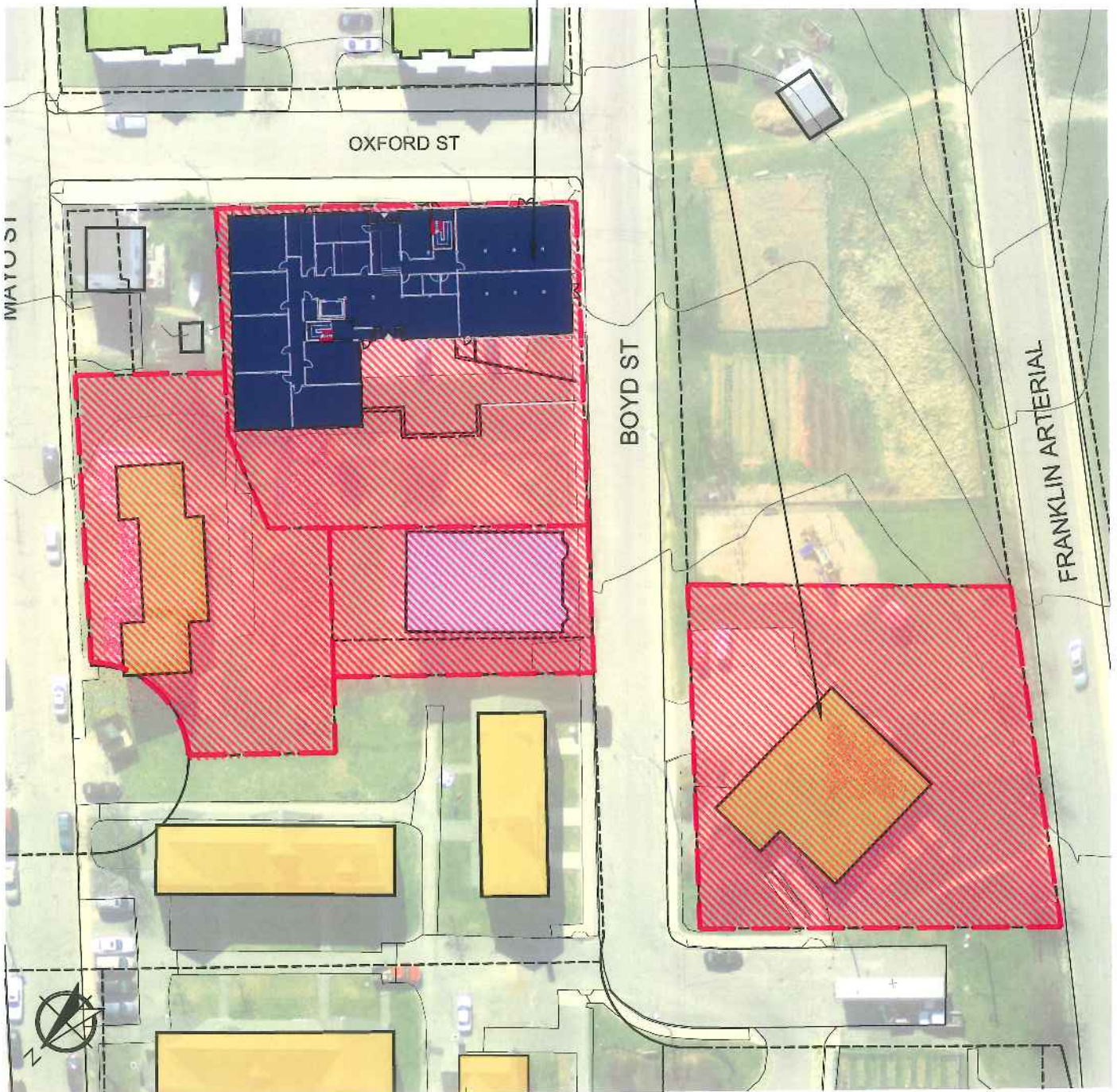
EAST BAYSIDE R7 PROPOSED ZONE MAP CHANGE OXFORD STREET, PORTLAND MAINE

OPTION 2

DATE: APRIL 2014 BY: CARROLL ASSOCIATES



M.2



LEGEND	
	KENNEDY PARK
	BAYSIDE TERRACE
	BAYSIDE EAST
	BAYSIDE ANCHOR
	PHA/ PHDC OWNED
	PROPOSED R7

DATA SOURCE:
- CITY OF PORTLAND GIS DATA
- MAINE GEO-LIBRARY 2FT 2012 ORTHO-IMAGERY

PROPOSED BAYSIDE ANCHOR

COMMUNITY CENTER

EAST BAYSIDE R7
PROPOSED ZONE MAP CHANGE
OXFORD STREET, PORTLAND MAINE

OPTION 3

DATE: APRIL 2014 BY: CARROLL ASSOCIATES

0'

60'

120'

Att. N

Rick Knowland - East Bayside rezoning

From: "Tim Carolan" <tim@marineelectric.biz>
To: <rwk@portlandmaine.gov>
Date: 4/8/2014 9:42 AM
Subject: East Bayside rezoning

Mr Knowland, Unfortunately I cannot attend the Planning Board Workshop this evening.

I am sending this email to let you and the Planning Board know that I am fully supportive of a change from R-6 to R-7 zoning.

I am the principal operator of Perigee LLC, which owns the land and buildings on the corner of Fox Street and Anderson Street. CBL 012-I-001-001 and CBL 012-I-005-001.

It is my belief that the rezoning is best for East Bayside's future.

Please feel free to contact me if I can be of assistance.

Tim Carolan, Owner

Marine Electric

P.O.Box 4714

Portland, Me 04112

207.874.9569

www.facebook.com/marineelectricportland

From: "Jonathan Culley" <jonathan@redfernproperties.com>
To: "Jeff Levine" <jlevine@portlandmaine.gov>, "Alex Jaegerman" <AQJ@por...>
CC: "Rick Knowland" <RWWK@portlandmaine.gov>
Date: Wednesday, April 16, 2014
Subject: 89 Anderson Street, East Bayside - R-7

Jeff and Alex,

I am following up on 89 Anderson St. as it relates to the Planning Board meeting on April 22nd. We have now established Right, Title, and Interest (a firm P&S) for the site and will most certainly need R-7 to develop the feasible market-rate apartment project that we envision.

I am interested in what Staff will be presenting to the Planning Board for a vote next Tuesday night. My sense from the Workshop is that nearly all Board members support the PHA Bayside Anchor project and most support a rezoning of the entire PHA property. However, it seems to get complicated in that some members of the Planning Board may not support a broad 'map expansion', while others are philosophically against 'spot zoning'.

I wonder if the 89 Anderson Parcel can be part of a compromise solution, in the event that the PHA plus the 7 additional blocks does not garner enough support. Given that 89 Anderson is a very logical site for R-7 (a large underutilized parcel on the edge of the ILB Zone), and that we, with Right, Title, and Interest, are seeking R-7 (this may be different from some of the other blocks where owners are more hesitant), maybe this can be part of a less controversial package, where the Board can recommend a smaller (and less controversial) package of parcels for R-7 rezoning to the Council.

I plan to attend the Public Hearing and will remind the Board that we want R-7 for the 89 Anderson site.

Please let me know if there is anything else I can be doing to support the Staff proposal. Thanks!

Jonathan Culley
Redfern Properties LLC
Cell: 207-776-9715
Office: 207-221-5746
Fax: 207-221-2822
jonathan@redfernproperties.com
www.redfernproperties.com
www.redfernhomes.com
www.munjoyheights.com

-----Original Message-----

From: Jeff Levine [mailto:jlevine@portlandmaine.gov]
Sent: Monday, April 07, 2014 11:16 AM
To: Alex Jaegerman; Barbara Barhydt; jonathan@redfernproperties.com
Cc: Rick Knowland
Subject: Re: RE: 89 Anderson Street, East Bayside - R-7

That parcel is still in the group that staff supports rezoning. We plan to advance that set to the Planning Board. It includes the PHA properties and a

Att. H

March 20, 2014

To City of Portland Planning Board and Planning Staff;

My name is Evan Carroll, I live at 5 Everett Street, and I am writing the in regards to the proposed R-7 rezone in East Bayside. I am a local architect conducting business in Portland and I am a commissioner for the Portland Housing Authority. I attended an East Bayside Neighborhood meeting on Tuesday, March 18th and I feel that many of my neighbors expressed sentiments similar to what I will express.

In this greater context, I am writing only on behalf of myself and my wife, Sasha Salzberg.

I am in support of zoning that allows more dense housing to be created in East Bayside. This is critical to the healthy growth of a city, and is also inevitable in East Bayside, given the market pressures on the Peninsula. I support denser housing because it will allow more people to live in close proximity to their jobs and their daily needs. I moved to East Bayside because it had the qualities of an urban neighborhood, including families. I love the mix of backgrounds in our neighborhood, and support the creation of more subsidized housing and more market-rate housing.

I also appreciate that the City has developed a comprehensive response to a specific and isolated rezoning request. This approach builds trust between the neighborhood and the City by setting a tone that everyone must play by the same rules. I would support a rezone of the entire residential area of East Bayside.

With my support I would also like to issue a challenge: I hope that as a city and a neighborhood we can find a way to make sure that newly created market rate living units continue support the variety of economic strata that already live in East Bayside; my particular focus is in young families. I challenge us all to plot a path that is an alternative to the housing trend that we have seen on Munjoy Hill.

I am not against the creation of high end units, I am in favor of the creation of living units for many demographics, including young families. The city has been building a brand: "Yes. Life's good here." This brand is based on the creativity of our citizens, our quality of life, and the relative affordability of living in Portland when compared to other cities in New England. I hope that we will also compare the affordability of our urban living to the suburban and rural communities directly around us. Otherwise, the growth of Portland could lead to an exodus of families and the end of the sustainable demographics that currently support our city.

I expect that a direct discussion of the cost of market-rate living units will be critical to the necessary success of the East Bayside R-7 re-zoning.

Thank you for your time.



Evan A. Carroll
5 Everett Street
Portland, Maine

Rick Knowland - Zoning in East Bayside

From: Melissa Hoskins <Melissa.Hoskins@opportunityalliance.org>
To: "rwk@portlandmaine.gov" <rwk@portlandmaine.gov>
Date: 4/3/2014 8:43 AM
Subject: Zoning in East Bayside

Dear Rick,

I am contacting you in regard to the zoning discussion in East Bayside. After attending the meeting in which a rezone of R-7 was discussed I feel strongly that the policy of "spot zoning" for this area should be upheld. I understand that it slows the process for developers because it requires that each exception to current zoning standards be considered on an individual basis. I am supportive of the changing face of our neighborhood and I think it is vital to the health and future wellbeing of this area that those currently living here are giving an opportunity to shape these changes. A rezone of R-7 would jeopardize this opportunity.

There is an overwhelming consensus among the residents here that a broad R-7 zoning change would be harmful to our community and potentially threaten the valued mix of low and median housing currently available in East Bayside. Further, the enabling larger structures on a grand scale would literally change the landscape of the neighborhood. I currently live across the street from Bayside East, a building built with acceptations to the current zoning standards. Though this particular structure, with its zero set back from the street and 5 story height is well placed, I would not be supportive of multiple structures of this size built without careful consideration and feedback from affected property abutters and other local residents. Buildings of this size literally block out the sun and affect the character of the space.

I am a home owner in East Bayside and a member of the East Bayside Neighborhood Organization and hope to continue to make this my residents for myself and my family for years to come. I hope that you will consider my voice in this decision. Thank you for your time and consideration.

Sincerely,

Melissa Hoskins

Together we'll build a stronger community.

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To the Members of the Planning Board:

April 3, 2014

The Portland Society for Architecture favors rezoning parts of East Bayside in order to allow construction that more closely approximates historic building patterns in that neighborhood and to allow flexibility in the use of smaller, otherwise nonconforming lots. Rezoning a sizeable contiguous area is preferable to the current practice of applying modifications on a lot-by-lot basis as individual projects are proposed. The Portland Housing Authority properties in East Bayside should also be included in the R-7 district.

The R-6, as written, is not appropriate for any of the Peninsula locations where it is applied. It has building setbacks, minimum lot and dwelling unit sizes that stymie construction and do not reflect the existing neighborhood fabrics. The R-6 should be addressed soon, but waiting for a hypothetical future repair to R-6 will continue to discourage improvement in East Bayside at a time when the demand for housing at all income levels and sizes is high.

The current R-7 designation is not without flaws, but considering the currently available options for East Bayside, R-7 is the best overall fit. It allows a smaller land area per dwelling unit, more reasonable minimum dwelling unit sizes and it would permit the construction of 4 -story residential buildings.

Given the critical importance of creating affordable housing in Portland in coming years and the city's commitment to increasing density without compromising the quality of neighborhood life, it is fitting to rezone the East Bayside portion of the Peninsula to R-7. Our hope is that these new spaces will include a full range of unit sizes that will be affordable to a wide range of Portland residents.

Thank you.

The Portland Society for Architecture

EAST BAYSIDE

est. 2007



NEIGHBORHOOD ORGANIZATION

Mission:

We create and maintain a safe neighborhood, help community members to thrive, ensure East Bayside is represented in city matters, and create a sense of community while preserving and respecting diversity.

Mr. Rick Knowland, Senior Planner and Members of the Planning Board
Planning and Urban Development Department
Planning Division
City Hall, 4th Floor
389 Congress Street
Portland, Maine 04101

April 14, 2014

Dear Mr. Knowland and Members of the Planning Board,

We are grateful for the opportunity to express our interest in the application for the proposed R-6 to R-7 Residential zoning for the East Bayside area. Such a proposal is potentially an exciting one, and with the right balance, has the opportunity to expand the success of existing developments that have contributed to our thriving neighborhood. Our commitment to the wonderfully diverse community to which we belong and serve is to ensure that we are represented in City matters that impact our neighborhood. However, we believe that the short timeframe in which this significant proposal has evolved does not engage adequate, thoughtful discussion of how to create and share a deliberate vision for East Bayside.

While we embrace change, vitality, and thoughtful development of our neighborhood we, the EBNO Board, strongly object to the Planning Board/City Council recommending any zoning changes until there has been adequate time to consider the significant proposal before us. A responsible period of time would also allow for consideration of the Housing and Community Development Committee's work on possible R-6/R-7 zone amendments, which could potentially be a better fit for our neighborhood. We recognize this stance may delay future development on the Boyd/Oxford Street parcel. To expedite a zone change proposal, however, would not be in the best interest of our community.

We look forward to sharing the same ultimate goal of building a vibrant small city. We are committed to development that respects the scale and character of traditional development patterns while preserving the socio-economic and cultural diversity of our neighborhood. We believe that effective, thoughtful planning creates a balance of housing/development opportunities across sectors. We encourage you to review the

attached Sustainable Design Assessment Team (SDAT) Program report that outlines many of the visions, goals and objectives that EBNO continues to work toward and achieve. We are grateful for your service to the City of Portland and are looking forward to continued collaboration with you to ensure that East Bayside remains a thriving neighborhood and destination.

Sincerely,

Members of Board
East Bayside Neighborhood Organization



Sergio Gaddar



Anthony Meunch



Pat Carroll



Anthony Meunch

PORTLAND, ME SDAT

Creating a Sustainable Vision for Maine's Most Diverse Neighborhood



Anthony Meunch

AIA Center for Communities by Design

Contents

EXECUTIVE SUMMARY	3
YOUTH DEVELOPMENT & ENGAGEMENT	6
REVITALIZING FOR SUSTAINABILITY	20
CROWDSOURCING FOR SUSTAINABILITY	25
SUSTAINABLE STREETS, OPEN SPACE & INFRASTRUCTURE	30
APPENDICES	73
TEAM ROSTER	86
ACKNOWLEDGEMENTS	92

The American Institute of Architects Sustainable Design Assessment Program



Introduction

In November 2009, the community of Portland, ME submitted a proposal to the American Institute of Architects (AIA) for a Sustainable Design Assessment Team (SDAT) to assist the city and its citizens in addressing key issues facing Portland's East Bayside Neighborhood. The issues included planning and land use, urban design, transportation, revitalization, preservation and civic capacity. The AIA accepted the proposal and, after a preliminary visit by a small group in February 2010, recruited a multi-disciplinary team of volunteers to serve on the SDAT Team. In March 2010, the SDAT Team members worked closely with local officials, community leaders, technical experts, non-profit organizations and citizens to study the community and its concerns. The team used its

expertise to frame a wide range of recommendations, which were presented to the community in a public meeting. This report represents a summary of the findings and recommendations that were presented to the community.

The Sustainable Design Assessment Team (SDAT) Program

The Sustainable Design Assessment Team (SDAT) program focuses on the importance of developing sustainable communities through design. The mission of the SDAT program is to provide technical assistance and process expertise to help communities develop a vision and framework for a sustainable future. The SDAT program brings together multidisciplinary teams of professionals to work with community stakeholders and decision-makers in an intensive planning process. Teams are composed of volunteer professionals representing a range of disciplines, including architects, urban design professionals, economic development experts, land use attorneys, and others.

Today, communities face a host of challenges to long-term planning for sustainability, including limited resources and technical capacity, ineffective public processes and poor participation. The SDAT approach is designed to address many of the common challenges communities face by producing long-term sustainability plans that are realistic and reflect each community's unique context. Key features of the SDAT approach include the following:

- **Customized Design Assistance.** The SDAT is designed as a customized approach to community assistance which incorporates local realities and the unique challenges and assets of each community.
- **A Systems Approach to Sustainability.** The SDAT applies a systems-based approach to community sustainability, examining cross-cutting issues and relationships between issues. The SDAT forms multi-disciplinary teams that combine a range of disciplines and professions in an integrated assessment and design process.

- ***Inclusive and Participatory Processes.***

Public participation is the foundation of good community design. The SDAT involves a wide range of stakeholders and utilizes short feedback loops, resulting in sustainable decision-making that has broad public support and ownership.



- ***Objective Technical Expertise.***

The SDAT Team is assembled to include a range of technical experts from across the country. Team Members do not accept payment for services in an SDAT. They serve in a volunteer capacity on behalf of the AIA and the partner community. As a result, the SDAT Team has enhanced credibility with local stakeholders and can provide unencumbered technical advice.



- ***Cost Effectiveness.*** By employing the SDAT approach, communities are able to take advantage of leveraged resources for their planning efforts. The AIA contributes up to \$15,000 in financial assistance for each project. The SDAT team members volunteer their labor and expertise, allowing communities to gain immediate access to the combined technical knowledge of top-notch professionals from varied fields.

The SDAT program is modeled on the Regional and Urban Design Assistance Team (R/UDAT) program, one of AIA's longest-running success stories. While the R/UDAT program was developed to provide communities with specific design solutions, the SDAT program provides broad assessments to help frame future policies or design solutions in the context of sustainability and help communities plan the first steps of implementation. Through the Design Assistance Team (DAT) program, over 500 professionals from 30 disciplines have provided millions of dollars in professional pro bono services to more than 180 communities across the country. The SDAT program leverages the pivotal role of the architectural community in the creation and support of sustainable livable communities.

The following report includes a narrative account of the Portland SDAT project recommendations, with summary information concerning several principle areas of investigation. The recommendations are made within the broad framework of sustainability, and are designed to form an integrated approach to future sustainability efforts in the neighborhood.



EXECUTIVE SUMMARY & INTRODUCTION

J. Todd Scott

The East Bayside Neighborhood is one of the most intriguing areas that many of us have worked on in New England or elsewhere. It is encountering many difficult issues that much of the rest of the nation is working on – immigration; deteriorated, inadequate and poorly designed infrastructure; rising sea level potential; unemployment and underemployment; and economic stress. Many communities deal regularly with two or three of these issues, but for East Bayside they're all present and concentrated. We were asked to come to Portland and to look specifically at the East Bayside Neighborhood and its possibilities for a brighter future as part of the AIA's Communities by Design SDAT program. SDAT has some specific tenets which it follows. For us, sustainability means community sustainability, and includes three legs – social equity, economic development, and environmental stewardship. These tenets are even more critical in a neighborhood like East Bayside. SDAT is particularly effective because we follow these principles:

- Use a multi-disciplinary team;
- Arrive from outside the community so we can offer an objective opinion...we have no permanent stake in this community, so we can really tell you what we think; and
- finally, the best part...we really try to involve as much of the community as we can...from organizations and governments to residents, employees, and families. It's extremely important for us to hear from as many of these as we can.

In this report we'll attempt to address as many of the issues that our team felt was most critical to the success of East Bayside. On our initial visit to Portland I told the community, as team leader, that our SDAT team wanted to help determine how to

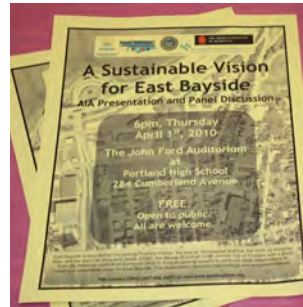
stitch East Bayside back into the fabric of the city; physically, socially and economically. The neighborhood has many barriers to cross if this promise is to occur. Franklin Arterial was identified as the prime physical barrier, and in this report Seleta Reynolds addresses this difficult issue, including insight on the City's existing crosswalk policy and its need to incorporate the latest understanding and research about effective and appropriate placement of crosswalk treatments. The inadequate sidewalks and lack of community gathering places throughout were also identified as potential parts of the existing infrastructure to improve, and Pat Smith begins her assessment of this problem by simply stating "Put people first; places will follow." She further encourages the cultivation of places where people can come together, and indicates that you should start where these places are already happening and need just a little help (furthermore, don't mess with the ones that are working)!

But physical infrastructure was only the most visible barrier for East Bayside. Significant immigrant populations are perceived as having difficulties assimilating or communicating with the broader community. There are keys as to how to engage these communities, and both Rich Goll and Reemberto Rodriguez will offer critical advice in this matter. What much of it boils down to though, is summed up in the words of Rich Goll: "Like location, location, location is real estate's mantra, relationships, relationships, relationships needs to be the mantra of neighborhoods and community development." And for improving the economic opportunities in the neighborhood, Neil Takemoto has taken a bold step by step approach for his crowdsourcing recommendations. He further advocates the need for just one

organization to be primarily accountable, otherwise no one will feel they have to be. It's likely this organization is the relatively young East Bayside Neighborhood Organization. It has the capacity, the leadership, and the desire to move forward. For now, there are some basic parameters we as a team feel are important for the East Bayside Neighborhood Organization to adhere to when they approach the issues present in the neighborhood:

- We hope to spark the imagination of those in the community to own the possibilities in East Bayside.
- We hope to have everyone believe he/she can make a difference.
- We hope to help those in the community to understand that those who have not participated in the process are as important to community success as they are.
- We want you to feel that things will continue to improve.

This document is intended to be a road map for the future of East Bayside (and resultingly, downtown Portland in general). Some of these items will take years to accomplish. Some can be done tomorrow. You CAN do this. It's not going to be easy, but you can. And it's going to be YOU. It's your neighborhood, and while there are people outside the neighborhood willing to help, you are the ones that will make it happen. In these economic times, organizations and governments have much less capacity to help. So those opportunities are going to be fewer and farther apart. And finally, the best word of advice, from our teammate Reemberto Rodriguez, "High expectations can mar sensible progress. Celebrate small victories." I look forward to following East Bayside's progress for years to come, and hope to help you celebrate some of the myriad of small and great victories I believe you can accomplish.



ISSUE 1:YOUTH DEVELOPMENT & ENGAGEMENT

Richard Goll

Youth & Development Introduction

Neighborhoods are a mixture of infrastructure (what has been built), history, social capital and what I call chatter. All four of these aspects have both an internal and an external component. The internal component relates to the impact experienced by those who live, work, serve or visit East Bayside. The external component relates to how those not directly related to the neighborhood perceive it.

The infrastructure aspect creates the look of the neighborhood as well as contributing to how the people feel about it. When a neighborhood's structures and connectors are in bad condition or impede optimal livability it will create negative chatter among the residents and those living outside the neighborhood. Much of this report addresses ways to improve East Bayside's infrastructure.

The history of a neighborhood often creates a learned mindset that can paralyze residents into thinking a certain way. It also can impact how external decision makers act when policy or other decisions are made that will impact that neighborhood. The chatter that is created by a neighborhood's history can both be accurate or inaccurate. Because people very often make decisions based on what they perceive as the true history, it is critically important that they take the time to learn the true realities.

A neighborhood's social capital refers to those who live, work or in any way interact with that neighborhood. Internally these include residents, neighborhood merchants, those who enter the community to provide a service and even those who visit either

the families living there or who frequent the businesses. Externally it includes anyone who has the authority to make decisions that impact the neighborhood as a whole or any part of that neighborhood's infrastructure, history or people. Often, only wealthy neighborhoods are viewed by a city as resources to their decision making. Struggling, (whether real or perceived), neighborhoods rarely have the social capital needed to influence a city's decision making. Finding ways to change this reality is key to a neighborhood's revitalization efforts.

And finally, the chatter. All aspects of the community create chatter. It exists regardless of what you do. It can't be stopped, but it can be influenced. What this report does is provide you with strategies that are designed to redirect the chatter, to move it from reactive and negative chatter to positive and proactive chatter. The first step in making this shift is to identify what's working and to find ways to do that in all of the four aspects.

What's Working in East Bayside

Observations made during the team's visit to the East Bayside neighborhood, combined with the information that was provided before we arrived and while we were in town, and with the roundtable discussions and the neighborhood dinner meeting allowed me to draw the following conclusions. Focusing the majority of the neighborhood's energy and efforts on these "what's working realities" will allow all stakeholders to move proactively towards a more thriving neighborhood and a better relationship with the city as a whole.

1. There already exists an overwhelming desire to improve the relationships

among those who live and work within the neighborhood. This impacts every one of the four aspects. Like “location, location, location” is real estate’s mantra, “relationships, relationships, relationships” needs to be the mantra of neighborhoods and community development.

2. Many who live and work in East Bayside understand the importance of coming together and finding common ground. One of the East Bayside Neighborhood (EBNO) most important responsibilities needs to be to continue finding ways to create an ever-increasing number of opportunities for residents and business owners to find common ground.
3. There is a very positive relationship between the community police officers, the police department and those who live and work within the neighborhood. The Senior Lead officer assigned to the neighborhood, Officer Gayle Petty, lives in the neighborhood. The Chief of Police will soon be reducing her patrol duties to free her up to do more community policing responsibilities. This is a very unusual set of realities that should be nurtured and developed as much as possible. In many neighborhoods, police-resident relationships are often a barrier that simply can’t be overcome.
4. There are a significant number of community-based organizations that are already offering a wide variety of services, supports and opportunities for those who live within the neighborhood, especially the young people living there. Some of the service providers actually live within the neighborhood. The need for more services is less important than having those services that are doing a good job to work together to fill some of the gaps.
5. Based on input from Christine Thibeault, the chief prosecutor for Juvenile Crime in Maine’s District Attorney’s office, her office has recently adopted a positive youth development approach, which, if fully embraced, should greatly reduce



the numbers of minorities who become “part of the system”. Since East Bayside is the most diverse community in Maine it could become a model for the application of these new approaches. Upon further investigation Officer Petty and the District Attorney’s office are already working closely together. As Officer Petty’s time is freed up her ability to build this relationship’s effectiveness will increase.

6. Another thing I learned was that many of those who live in the East Bayside neighborhood don’t agree with the negative image that those outside the community have about their neighborhood. Most are very committed to changing that perception.
7. A tremendous asset to the community is located within the neighborhood boundaries. The Root Cellar is a community gem because most residents perceive it as a safe gathering place for all. While faith-based, it doesn’t appear they are pushing a specific religious message. Based on the 213 very diverse people who attended Tuesday’s dinner meeting, they have the ability to get people out. The neighborhood can certainly build on this partnership as it moves forward.
8. While I didn’t have time to communicate with large numbers of people, those with whom I did speak and those who spoke at the dinner, indicated a love for the diversity that the “new Mainer” populations bring to the neighborhood and they also indicated that they want to find ways to reduce the tension that also comes with that diversity.
9. The wealth of long-term relationships that have been formed among residents and with service providers and local businesses will be a positive asset as the neighborhood moves forward.
10. An unexpected plus for the neighborhood and the city as a whole has been



the recent arrival to Portland of the Red Claws, a NBA Development League team. The team has “adopted” the East Bayside community and offers a lot of mentoring services as well as fundraising support. The players also provide a great example for the youth living in the neighborhood.

11. There are a significant number of individuals who have artistic talents who are living and working in the neighborhood. This provides the EBNO with wonderful opportunities to connect the neighborhood’s young people in more creative opportunities. These opportunities can be both good for the individual and the community.
12. While the neighborhood was unfamiliar with the power of engaging young people as contributors to the neighborhood, when residents and service providers were exposed to the concept at the roundtable sessions they became very excited.
13. The perception that East Bayside is a crime-riddled neighborhood is simply not supported by the crime statistics. And it is certainly not the case that young people are committing a great deal of crime in the neighborhood. To begin with, those living in East Bayside represent 4% of the city’s population, but commit only 3% of the crime. And even more astonishing is that there were only eight juvenile arrests recorded in East Bayside over the last three years.
14. There is a new, 3 years this May, East Bayside Neighborhood Association (EBNO) that is energized, focused and relational. They have identified their primary purpose as creating and maintaining a safe neighborhood; taking advantage of funding opportunities for neighborhood revitalization; and helping low-income, elderly, and disadvantaged members of the community to thrive. They have already accomplished the following:
 - o The EBNO Crime Watch: A crime prevention program that has created packets containing home security and Crime Watch information which were distributed to East Bayside residents and local businesses to educate them about crime and encourage them to take steps to keep themselves and their neighborhood safe.

- o East Bayside’s Annual Neighborhood Block Party in June 2008 & 2009. This event is a celebration of all things East Bayside and a chance for members of the community to come together for food, music, and civic engagement.
- o The Re-Design and Improvement of Peppermint Park was done through a partnership with the Department of Recreation and Facilities Management. The improvements provide a welcoming, relaxing, engaging, natural space for residents of all ages while decreasing criminal activity in the area through environmental design.
- o A partnership with the Muskie School of Public Services at the University of Southern Maine and the City of Portland to develop a winning proposal for support from the American Institute of Design that has produced this report.

Basic Youth Development and Engagement Principles and Practices

When a group can begin from a place of “what’s working”, it increases the likelihood that stakeholders will be open to try new discoveries and experiments rather than simply relying on the status quo. To this end, I present the following principles and theories regarding working more effectively with the East Bayside youth population.

Spectrum of Attitudes

Bill Lofquist, a community development specialist for the past 50 years, developed the Spectrum of Attitudes theory in the 80s to describe relationships that are not equal. These relationships can be varied: boss-employee; parent-child, elected officials-citizens; staff-client, etc. While the theory applies to the relationships between any two people, it is especially powerful when looking at the relationships that exist between adults and young people. If you are going to involve young people in the

work of the East Bayside neighborhood it will be important for you to understand the implications of the Spectrum of Attitudes theory.

Lofquist found that there are three distinct attitudes that adults have regarding young people. The first is the **object attitude**. The basis of the object attitude is that an adult(s) “knows what’s best” for a young person or group of youth, and that they have the right to determine the circumstances under which these youth function. The primary reason to approach a young person this way is to ensure their health, safety and to begin to help them form an understanding of appropriate behaviors. An example of when approaching a young person with an object attitude is appropriate is when an adult keeps a child from touching a hot burner. Problems occur when an adult(s) become so comfortable with the object attitude that they use it in circumstances that are not appropriate or necessary. This is especially true when a young person has been identified by someone as “at risk or problematic”. Even entire institutions can assume object attitudes. An example in some communities is the Juvenile Justice system.

The second is the **recipient attitude**. The basis of the recipient attitude is that an adult(s) has something of value and believes that providing it to a young person will be good for that young person. The motivation of the adult is less driven by a need to control and more from a desire to provide. The primary reason to approach a young person this way is to assist them in their personal growth and educational development. While this is a very honorable attitude for an adult to have, problems

occur when an they become so comfortable with being in the role of provider that they fail to recognize when the young person is capable of providing rather than merely receiving and when the adult considers teaching more important than learning. Schools often become mired in the celebration of the recipient attitude.

The third is the **resource attitude**. The basis of the resource attitude is that an adult(s) believes that young people bring something of value to a given situation and that allowing them to become engaged will enhance the outcomes of their efforts. The most important reason to use this approach is to access the incredible gifts that young people can contribute. While this is also a very honorable attitude for an adult to have, problems can still occur when an adult goes too far and abdicates all decision-making to a young person who is incapable of handling that level of responsibility. The most effective way to honor young people as resources is to enter into a partnership with them, ensuring that the gifts of everyone are fully and appropriately utilized.

It is important that everyone realizes that all three types of attitudes may be appropriate depending on circumstances. Problems occur when an individual or organization becomes too comfortable within any one of the three attitudes. Both the object and recipient attitudes are ones that focus on what is good for the individual young person, while the resource attitude focuses on what is good for the situation.

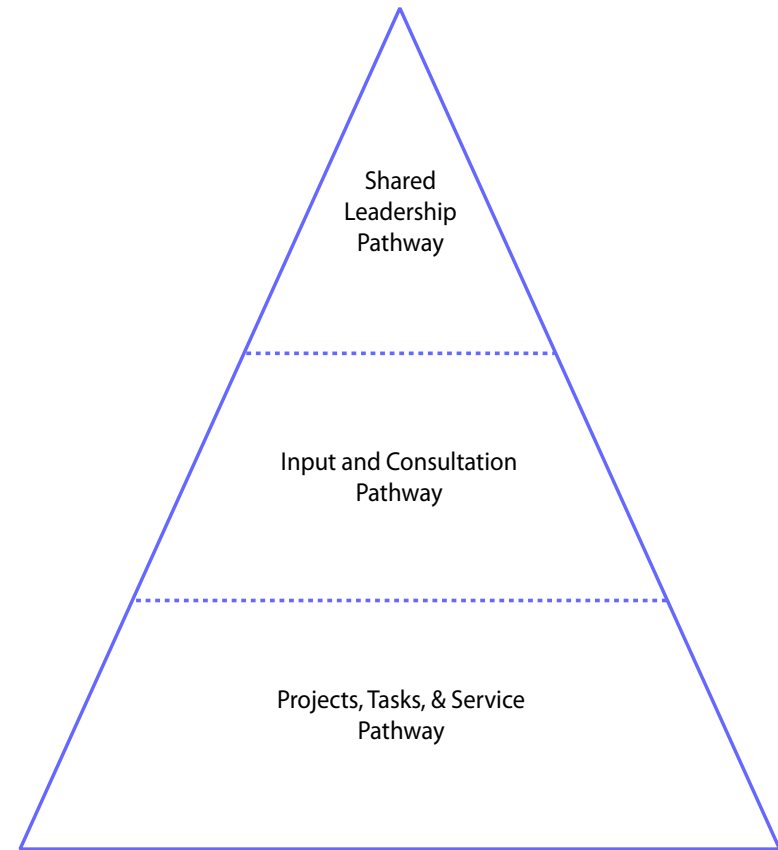
It can be easy for the adults in a neighborhood to view youth only from an object or recipient attitude. Finding meaningful ways to engage young people in the life of

the neighborhood enhances the dynamics between youth and adults, increases the number of stakeholders working to make the neighborhood a better place and in turn also builds the skills and confidence of the youth who are engaged. Neighborhoods that have successfully and meaningfully engaged young people have learned that while it may be more work, the benefits far outweigh the challenges.

Youth Engagement Framework

The award winning Youth Engagement Framework created in Hampton, VA is now operating in hundreds of other communities across the country. While simple in appearance, when fully incorporated into the fabric of a community, it will ensure that every young person has the opportunity to make meaningful contributions to the overall community. And when an ever-increasing number of young people are meaningfully engaged, communities begin to experience reductions in high-risk behaviors and increases in thriving behaviors. The principles of a youth engagement framework work at a citywide, a neighborhood, or an organizational level.

Within any engagement opportunity, people choose to participate at varying levels, depending on interest, availability, skill, or the ultimate goal of the activity in which the participant is engaged. For young people it is no different; yet, most adults limit their vision of a young person's level of interest and their potential to help others or impact the community. The three "pathways", beginning with the base, describe an increase in the complexity of the role of the young person as an engaged citizen and a corresponding potential for impact on community change.



Projects, Tasks, and Service

The myriad volunteer activities available to young people to be helpful and serve others constitute the first pathway of the framework. Most communities have a host of these opportunities, scattered throughout the youth-serving and civic institutions. They are short-term, often "hands on," activities requiring few specific skills and minimal training.

The Projects Pathway can offer an almost unlimited variety of options for participation with specific issues that offer a positive experience to individuals. Young people

participating in projects, tasks, and service within a neighborhood can provide mentoring or tutoring support to younger kids, collect canned goods for a food drive, conduct surveys, help organize and participate in neighborhood clean-ups and recruit their peers to get involved. They are making a difference by giving of their time and talent or providing a needed service to the neighborhood.

Input and Consultation

This pathway is an advisory function. Here young people enhance the decision-making and problem solving of adults by adding a “youth voice” into processes usually dominated by an “adult only” perspective. Although adults ultimately maintain the authority to decide, the unique perspective provided by young people impacts those decisions. Advisory opportunities can be short or long-term commitments, generally requiring skills in listening, presentation, and analysis of the issues in question, which may be broad or specific in nature. Where Project Pathway activities often impact an individual who is the recipient of a community service such as tutoring or volunteering in a nursing home, Input Pathway activities usually impact groups or organizations that benefit from the input provided. The youth-serving organizations, schools, local businesses and the East bayside neighborhood may provide opportunities for advisory-based engagement in the form of focus groups, advisory boards, and opportunities to assist in data analysis and program development.

Shared Leadership

This pathway offers the greatest potential for impact on community change. Here youth work “shoulder to shoulder” with adults, sharing responsibility for activity and

outcome. Many take on leadership roles far beyond those normally afforded others of their age, thus changing neighborhood norms of who is “at the table.” This type of engagement carries a greater need for skill and commitment, and usually implies a focus on broader areas of impact—policy, strategic planning, systems change. East Bayside young people in the Shared Leadership Pathway may serve on the EBNO Board or serve as lobbyists or activists for issues impacting the neighborhood. Wherever they choose to focus their energies, they become part of deliberative processes focused on the decision-making that impacts the lives and wellbeing of the youth in the neighborhood and the neighborhood as a whole.

Each pathway is an important element in an overall framework of youth engagement. The arrow on the right side of the diagram points to an increase in potential opportunities offered and the corresponding number of potential participants. The arrow on the left indicates the increased potential for neighborhood change and the corresponding need for higher levels of skill. While the number of individuals tends to decrease with opportunities further up the triangle, the potential for impact increases. It is also important to recognize that the lines separating the pathways are broken, indicating that a young person can easily move from one opportunity to another, or could even serve in two different pathways within a single opportunity.

For the East Bayside neighborhood to significantly influence the trends away from increased high-risk youth behaviors to increased thriving behaviors all three pathways of activity must be available, and meaningful. This increases the possibility of

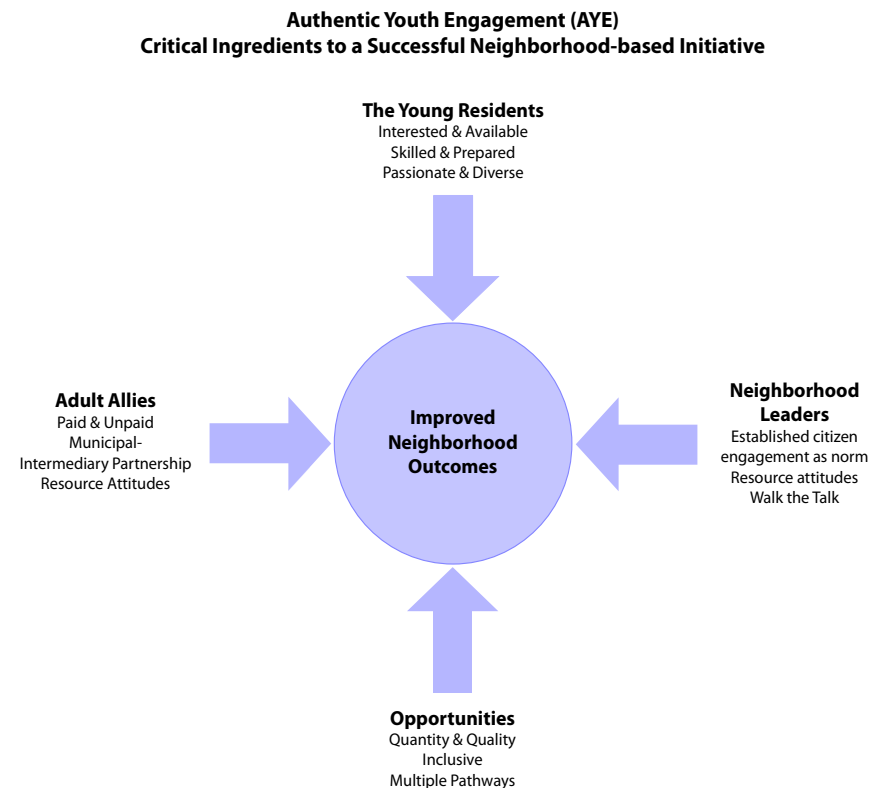
attracting the greatest variety and number of youth, and it increases the potential for impact on multiple issues of social concern. Most importantly, neighborhood leaders will need to shift their beliefs from only wanting to do this because it will be good for the young people, to doing this because it will be good for the neighborhood. When something is good for the neighborhood it will be good for its young people. Truly embracing a resource attitude will be critical to any efforts to embrace the youth engagement framework.

Like adults, many young people want to participate only in the Project Pathway. Their desire for meaningful involvement may coincide with limited available time or different interests, yet it still must allow them roles as engaged and competent citizens. A strong foundation of these activities will provide the scope of opportunities for youth to test their affinity toward civic involvement; the more opportunities, the more young people can find something of interest to them. This type of engagement is the very core of community-based volunteerism. Once involved, opportunities open up for young people as they are exposed to new information, new skills, and new relationships. As they gain confidence, experience success, and taste the excitement of impacting change, their interest grows in the other pathways. If the scope of opportunities is crafted as a system, the likelihood for movement within and among the pathways increases. Often adults will notice youth volunteers who have passion for an issue and refer them to advisory opportunities. Young people who never would have considered serving on a board are exposed to new volunteer

service opportunities. The result is a rich and diverse pool of youth leaders, passionate about their role in their neighborhood.

Critical Elements for Authentic Youth Civic Engagement

The following diagram represents the elements that are needed to create an affective youth engagement framework. It is not just about creating opportunities and putting kids into them. It is creating a system that must have neighborhood leaders who support it and embrace resource attitudes and other adults who can provide opportunities, training, and overall support. When all of these elements are in place and coordinated, young people will have the support and guidance needed to feel safe and willing to contribute.



A neighborhood-based AYE initiative invites young residents of East Bayside to be major contributors to the civic process through meaningful roles in neighborhood policy, planning and decision-making that can lead to improved outcomes for youth and community. An AYE initiative can only thrive in a climate of reciprocity and respect where young people, in partnership with adults, are prepared and supported to tackle relevant issues that can impact change. And an AYE initiative ensures that young people are seen as resources to a larger goal of improving outcomes for youth and the neighborhood.

To get started neighborhood leaders need to be willing to use their platform to promote youth voice and leadership in the neighborhood and to be committed to listening to youth voice and acknowledging what they heard.

Finally, the neighborhood and its partners must find ways to ensure that both the youth and adult participants have access to the training that will be needed to ensure success. This training could come from any number of the community-based organizations already supporting East Bayside.

Youth Development Principles

Youth development is the ongoing growth process in which all youth are engaged in attempting to meet their basic personal and social needs to be safe, feel cared for, be valued, be useful, and be spiritually grounded, and to build skills and competencies that allow them to function and contribute in their daily lives.

The above definition describes youth development as a process that all young people go through on the way to adulthood. As the definition implies, it is a process or journey that automatically involves all of the people around a young person—family and community. A young person will not be able to build essential skills and competencies and be able to feel safe, cared for, valued, useful, and spiritually grounded unless their family, neighborhood and community provide them with the supports and opportunities they need along the way. Thus, youth development is also a process in which family, neighborhood and community must actively participate.

Youth development, then, is a combination of all of the people, places, supports, opportunities and services that most of us inherently understand that young people need to be happy, healthy and successful. Youth development currently exists in a variety of different places, forms and under all sorts of different names.

East Bayside has a number of people, programs and institutions already involved in youth development and working toward positive results in the lives of the neighborhood's youth. Some have clearly defined these desired positive results—or outcomes—in an attempt to more effectively work toward them. There are many efforts to define the outcomes of youth development, and while language may differ from place to place most express the results that most people want for their own children. These outcomes include, but move above and beyond the academic skills and competencies, which are the focus of most schools. The Center for Youth Development & Policy Research has identified those outcomes as the following:

Aspects of Identity

- A Sense of Safety and Structure
- High Self-Worth and Self Esteem
- Feeling of Mastery and Future
- Belonging and Membership
- Perception of Responsibility and Autonomy
- A Sense of Self-Awareness and Spirituality

Areas of Ability

- Physical Health
- Mental Health
- Intellectual Health
- Employability
- Civic and Social Involvement

If East Bayside is truly serious about increasing the likelihood that all of its youth residents have the potential to fully develop and thrive, it needs to work with the families and organizations that are serving the youth of the neighborhood to embrace the above outcomes for their efforts and work.

There are a number of well-known factors in youths' lives that contribute to reaching these positive developmental outcomes. The Search Institute has identified 40 assets, internal and external, which form a foundation for healthy development of young people. The 40-asset framework covers eight categories (support, empowerment, boundaries and expectations, constructive use of time, commitment to learning, positive values, social competencies, and positive identity) and provides communities a tool to measure these assets in their youths' lives.

The leaders of East Bayside will know if the youth serving people, programs and institutions operating within their neighborhood are engaged in youth development if there is strong evidence of the following practices:

Supports: Motivational, emotional and strategic supports to succeed in life. The supports can take many different forms, but they must be affirming, respectful, and ongoing. The supports are most powerful when they are offered by a variety of people, such as parents and close relatives, community social networks, teachers, youth workers, employers, health providers, and peers who are involved in the lives of young people.

Opportunities: Chances for young people to learn how to act in the world around them, to explore, express, earn, belong, and influence. Opportunities give young people the chance to test ideas and behaviors and to experiment with different roles. It is important to stress that young people, just like adults, learn best through active participation and that learning occurs in all types of settings and situations.

Quality services: Services in such areas as education, health, employment, and juvenile justice that exhibit: relevant instruction and information, challenging opportunities to express oneself, to contribute, to take on new roles, and be part of a group, and supportive adults and peers who provide respect, high standards and expectations, guidance and affirmation to young people.

Youth development is not a highly sophisticated and complicated prescription for "fixing troubled kids." Youth development is about people, programs, institutions and systems who provide all youth—"troubled" or not—with the supports and

opportunities they need to empower themselves. In a neighborhood with such a rich diversity of youth, this will require youth development in all shapes and sizes.

Recommendations for the East Bayside Neighborhood:

Now that I have identified what I experienced as already working within the neighborhood (Obviously during a three day period I wasn't able to identify all of what's working) and shared some of the basic principles of youth development and engagement, I want to present some recommendations that I believe will allow the neighborhood to increase its ability to move more quickly to thriving. Some of these recommendations focus on the overall system and some are more specifically targeted.

Enhancing the Effectiveness and Reach of the EBNO

After talking with both Belinda Ray and Alex Endy regarding the makeup and role of EBNO and after visiting its website, I would make the following three recommendations to enhance the organization's effectiveness.

1. I recommend that since most of the new Mainers reside in the public housing sections of East Bayside that an attempt be made to more formally align the EBNO and the Tenant Council. This alignment should increase both groups' ability to serve the entire neighborhood. It will also help to bridge the gap between new Mainers and the more long-term residents. I believe that the primary purpose of these joint gatherings should be relationship building and exploring ways to work together. It is my opinion that they should not be used to air grievances, point fingers or find fault.
2. I also recommend that the EBNO add three (3) additional members to its Executive team. I recommend that two of these new members be new Mainers

and one be a young person between the ages of 20 and 30. When selecting, make sure that you pay attention to the cultural realities of the individual you select. Make sure that the people selected, are individuals that will be listened to by those you hope he or she will represent. I suggested a 20-30 year old rather than someone under 20 because I believe it would be best to ease into the youth engagement effort. Your first duties following the addition of these three new members will be to find common ground, regardless of how long this takes.

3. I would also create, if one doesn't already exist, a vision statement for the neighborhood. You already have a mission statement, but I could find no vision statement anywhere. A vision is a statement about what your neighborhood wants to become, what it will be in the future. It should resonate with every resident and help each feel proud, excited, and part of something much bigger than themselves. A vision should stretch the neighborhood's capabilities and image of itself. It gives shape and direction to its future. It is not how you intend to get there—that is your mission. Visions range in length, but most visioning experts recommend shorter vision statements because people will tend to remember and embrace them more easily. Vision example: East Bayside, a place that all are proud to call home.

People Mapping

I recommend that an effort be made to better understand what each East Bayside resident and business owner can offer to make the neighborhood a better place for everyone. People Mapping is a strategy that allows people to share things about themselves that are less known than the more obvious "gifts" they have. The examples I used in the team's final PowerPoint presentation were that Officer Petty, a very gifted police officer, also has a passion for photography and Alex Endy is also a puppeteer and a sound board technician. While not everyone will want to share their "gifts", it can be made into a fun neighborhood effort that can stand alone or be linked to another

event, such as a block party. People mapping can also be a project done by youth and adult teams. People Mapping is a five step process:

1. It begins by having the EBNO decide that it is an initiative it wants to undertake. I suggest this because it will have more credibility if it is a formal process that is endorsed by the EBNO and connected to its vision.
2. Once the EBNO decides to do a People Mapping project it will need to develop a marketing strategy, determine how the information will be gathered and how the information will be stored and updated. The marketing strategy needs to take into consideration people's reluctance to share personal information and their fear about how the information will be used. You need to ensure that sharing the information is not a commitment to offer the "gift" when asked. You need to connect the effort to the neighborhood's vision.
3. Next you create a very simple form for people to complete. It should include their name, address and the gift(s) they would like to share with the neighborhood.
4. Collecting the data is the fourth component of the People Mapping process, the most important and most difficult. However, the real beauty of the collection process is that it gets people who may have never interacted with a certain person, becoming acquainted. It is first and foremost a relationship building process. When done by youth and adult teams it also becomes less threatening to individuals not used to sharing about themselves.
5. The final component is using the information in ways that will enhance the neighborhood. Using the Officer Petty example, she could get a group of young people from the neighborhood to take pictures of East Bayside that could be used in brochures or hung in an exhibit in the Zero Station gallery. Alex's puppeteer skills could be used at the annual block party.

The key to a successful People Mapping effort is that everyone understands that the greatest benefits of People Mapping are that it builds relationships and that it creates a data base of skills that can be used to improve the neighborhood.



Enhancing Relationships

I recommend that the already existing partnership between Lead Officer Petty and Christine Thibeault, the chief prosecutor for Juvenile Crime in Maine's District Attorney's office, be expanded to include representatives from the EBNO, the Tenant Council (TC), youth serving organizations that serve the neighborhood and selected youth from the neighborhood. Since the DA's office is committed to a youth development approach I believe this approach would be agreeable to all parties.

Some thoughts about this partnership:

1. I believe the partnership should find ways that the youth of the neighborhood can be part of making the neighborhood a safer place for everyone and a place that promotes thriving. If young people aren't part of the social contract, they will find no reason to follow it.
2. I believe that it is important to make this a very organized process, one that has the buy in of multiple service organizations who are willing to work together for a common goal. By having the EBNO and the TC involved it makes it more of a neighborhood project rather than just a youth specific project.
3. I would also try to enlist the Red Claws in some way because of their ability to get some of the teens involved. Whatever strategies the group embraces they must be ones that incorporate fun activities throughout. The strategies should also begin with what's working and how do we do more of that.
4. It should not be labeled a youth crime reduction effort, especially publically. That will destroy its potential from the outset. Market it as a community development initiative or youth and adult partnership.

Building a Youth Engagement System Within East Bayside

I recommend that the East Bayside neighborhood begin to create its own youth engagement system. Since about half of East Bayside's residents are under the age of 21, I believe a youth engagement approach will allow many of these young people to

become meaningful contributors to the neighborhood's vision. Youth engagement approaches, however, are not easy to implement and sustain. Since the EBNO is not staff rich, it will be necessary to find an organization that is willing to champion this approach and to provide the training that is needed for the youth and adults to partner together successfully.

In the short time I spent in Portland I was not able to determine if there were any organizations that understand youth engagement and have any experience in managing such an effort. There is an active, albeit not very empowered, Youth Advisory Council for the City of Portland (The Youth Advisory Council Coordinator is William Nelligan and the Council can be found on Facebook under City of Portland Youth Advisory Council). The EBNO may want to contact them to determine ways to partner. Another possibility is that Portland was a recipient of a Youth Innovation Fund, which was designed to get youth involved in issues about how they were being represented in the media. YOUTHink appears to have been a successful venture, but has since ceased being funded.

Because of my lack of ability to identify an organization to assist you in this process I suggest the EBNO proceed slowly. The following are my suggestions:

1. Using the youth engagement framework presented earlier, I recommend that you recruit and convene a group of 5 to 6 teenagers from the neighborhood who will serve as your advisors. These young people should have the ability to interact comfortably with adults and be willing and able to confront issues directly and openly. This group of youth and adults would identify 2 or 3 Project Pathway opportunities, 1 or 2 Input and Consultation Pathway opportunities,

and the group itself would serve as the Shared Leadership Pathway opportunity.

2. Identify someone who can train the EBNO and youth in the principles and practices of youth development and engagement and how to create a sustainable youth engagement framework. I hesitate to recommend someone until you determine if that person exists locally. If not, I will help you identify someone who would come to you. I believe that funding for this individual could be identified fairly easily. I estimate that the training would not need to exceed two days.
3. Once the opportunities are identified, the goals are established and the training is completed, recruitment can begin. Each opportunity can be advertised and personal contacts with young people can be made. The key is not to get the most difficult young people to participate. You want to start with those youth who are interested in the issue being addressed by the opportunity. Remember, this is more about helping the community than about helping kids.
4. As the opportunities take place, make sure success is measured by assessing if the goal was obtained or not. You can measure other outcomes, but they have far less value. So when identifying an opportunity's desired outcomes make sure they are realistic and addressing some form of change in those impacted, rather than those providing the service.
5. As success is reached, begin to add opportunities. Use the People Mapping information for the recruitment of both young people and adults. Don't do too much. It is just as dangerous to the overall success of the initiative to do too much, as too little.
6. Make sure that people are thanked and that the opportunity's outcomes are celebrated publically.

Closing Comments

It was a joy to learn about the East Bayside neighborhood and to meet so many people who are dedicated to making the neighborhood one that is and continues to be moving to thriving. I have no doubts that there will continue to be an ever increasing

number of positive relationships built, which over time will shift the neighborhoods chatter from negative to positive. Good luck!

ISSUE 2: REVITALIZING FOR SUSTAINABILITY

Reemberto Rodriguez

Of Clocks and Clouds

Connecting a community to work towards a robust, revitalized neighborhood is hard work. To have a community where people from so many different walks of life come together both intentionally and by happenstance is something that does not normally or naturally occur in most places. What East Bayside is trying to do has not worked very well anywhere in the world other than certain ports of entry (some parts of San Francisco and New York, for example.) More often than not, culture segments gravitate towards their own; most of us would prefer to hang out with our own kind. This is the case however you slice our culture: by age, ethnicity, social strata, or even tenure in place.

Yet, in East Bayside as in a growing number of communities in the United States, many of the residents are embracing the values of togetherness, collaboration, and partnership across age, ethnicity, social strata and tenure in place. This is not easy. Challenging what some might term the 'human intuition' to 'stick with our type' is not a linear process; there is no quick fix; there are no clear and concise solutions.

This process is not like clockwork. Clockwork implies firm technical solutions: turn the dial and it is done; set the timer and let it go. Rather, this process is much more like a cloud. It is not a linear process. It is not necessarily efficient. It is messy, fraught with false starts, wrong turns, and wasted times. But, like the cloud, it can bring much needed rain or sunshine.

TOLERATE

ACCEPT

REJECT



EMBRACE

Dial of Relationship

Much of this work is about relationships: building, nourishing, and strengthening them. In the "dial of relationship", which goes from rejection, to tolerance, acceptance, and embracing, most in East Bayside seem to have chosen "full steam ahead": embracing. That is a noble, commendable, wise, and economically savvy decision.

Only cutting through the issues that divide you and finding where the agendas of the different segments of the community intersect will you move forward across age, ethnic, social strata, and tenure status. You could have chosen to reject the newcomers; only tolerate the youth; merely accept those from other cultures, yet it is evident that a critical core of stakeholders in your community embrace the changes at hand and are willing to work towards a thriving community that benefits all community members.

Caution! Caution! Beware!

As mentioned earlier, this process is hard and difficult. Along the way, major stumbling blocks will appear that can derail good intentions. Key among these are:

- Moving too fast too soon: The new immigrant population in East Bayside is barely a decade old. Given the community's commitment to refugees, newcomers will continue to constantly arrive. There is no "instant integration formula". It is critically important that newcomers be given the space to share and participate at their pace.
- Unrealistically high expectations: The process will not be perfect. High expectations can mar sensible progress. Celebrate small victories; identify little things that mean a lot.
- Demanding instant results: Our culture is incredibly anthropologically complex. There is simply no quick-fix to most any of the issues facing East Bayside. While a new mural may help create a sense of community ownership, it will not erase years of disenfranchisement.
- Over-analysis: Analysis is certainly necessary, but there is a point when it is necessary to make a decision and move on. Beware of paralysis by analysis.
- Demanding too much data: Data is critical to the analysis. However, too much information can be overwhelming and ultimately too problematic to comprehend. Beware of death by data.

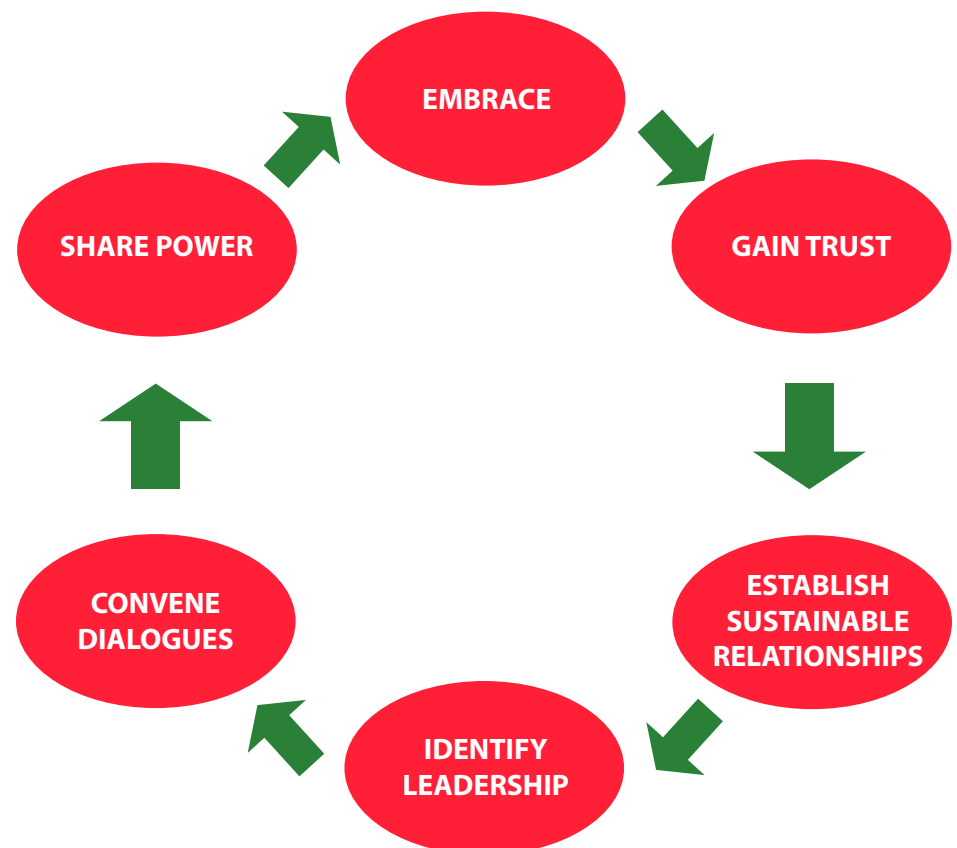
None of the beware points above are "bad" in and of themselves. We need to move on, have expectations, demand results, analyze, and have credible data. But you should certainly avoid a situation in which any of these – or a combination of them – become the end point of the overall process.

Community Engagement Process

The challenge remains to build and sustain trust to establish and nourish relationships, as only then can community members make decisions with credibility and accordingly expect genuine, authentic, meaningful and enthusiastic participation.

The community engagement process involves:

1. Embracing the issues.
2. Gaining trust.
3. Establishing sustainable relationships.
4. Identifying leadership.
5. Convening dialogues.
6. Sharing power.



Community Leadership, Community Building, & Community Organizing

This community engagement process happens at the intersection of

- Community building
- Community leadership
- Community organizing

Community engagement brings together these three elements in order to improve lives and strengthen communities. Successful community engagement is the positive, constructive convergence of strong community building efforts and active community organizing with a relentless commitment to community leadership.

East Bayside is faced with the increasingly difficult challenge of stabilizing in the face of the devastating impact of economic disruptions and dislocation, foreclosure, joblessness, and diminishing traditional resources. Bricks and mortar alone are not the answer. Traditional involvement models no longer suffice. These models are impeded by the real stress of longer commutes, the necessity of multiple jobs to maintain a household, and larger numbers of families caring for the young and old simultaneously. The resiliency of community residents and leaders is being tested like never before, yet their boldness to invent new ways to engage the community consistently shines.

Participation in community – indeed, volunteerism in general – has matured beyond simply going to meetings or helping out the local charity. Community organizing, community building, and community leadership now come together to engage the whole community to create a better place to live, work, play, and worship.

It is through community engagement that people connect to improve lives where they live, and bring together individual, institutional, and social network interests to serve the common good. Community engagement thrives when partnerships, collaborations and coalitions are nourished. Its values are rooted in inclusion, tolerance, and active participation. These values and context are operationalized in a real-world environment that is first and foremost diverse. Diversity is the driving cultural paradigm of successful community engagement. Ultimately it is through connecting people that communities thrive.



Fostering Community Engagement

To get there from here, we have to meet people where they are comfortable, to engage them in their space and adapt to their decision making systems. Some examples of practical, tangible, results-oriented activities that stakeholders are currently engaged in include:

- Matching local volunteers to local opportunities in order to maximize connections to existing volunteer organizations in East Bayside.
- Bringing educational opportunities to East Bayside: Fostering financial literacy through partnerships with nearby banks & the Housing Authority; Encouraging leadership development through partnerships with local schools and institutions; and expanding the Study Center concept to other age brackets and beyond the confines of the Kennedy Housing Project.
- Grow the local university connection: Formalize community engagement with the University of Southern Maine to establish an ongoing mechanism for providing tangible, real-world alternatives and options to East Bayside residents.

In addition to the initiatives that East Bayside is currently engaged in, consider implementing the following suggestions:

- A Neighbors Campaign: Partnering those in power with those outside the mainstream to do door knocking in the community to simply get to know your neighbors.
- Living Room Gatherings: Try to find 5 families willing to do 5 inclusive community-wide gatherings in their living rooms.
- Soccer Field & Basketball Court Dialogues: Engage the organizers, participants, and spectators amongst those already involved in these activities in their space, on their time, at their place.

- Shop & Talk: Go to the stores frequented by your neighbors that are not necessarily on your usual shopping rotation. Meet your fellow residents, taste their food, and set up a table for outreach and inreach.
- Walk the neighborhood: Walk around the neighborhood, talk to folks on their porch, and talk to those walking their dogs and playing with their children.
- Share Stories: Invite newcomers to share their journey to the neighborhood, and invite the old-timers to share their stories in order to understand each other's heritage and traditions.
- Use the Arts: The traditional Anglo-based decision-making process is not the only legitimate procedure to make decisions; after all, meetings are truly an unnatural human act. People don't necessarily feel most creative sitting around a table in a windowless room. The spoken word, music and other means of performance are universal and unifying techniques.

Most of the possibilities above do not require a massive infusion of funds or elaborate bureaucratic structure. They are presented here in hopes that they will ignite the imagination of a champion – or two – who can become a “community connector” to make them happen.

Conclusion

The ultimate goal is to create, maximize, and reuse space and to establish a natural system where people will bump into each other by design or happenstance to spark ideas and a call to action. The challenge is for the various stakeholders to work across community segments – particularly youth, ethnicity, social strata, and tenure status – to connect community assets to community opportunities. In many ways, we are simply talking about reclaiming the lost art of conversation.

ISSUE 3: CROWDSOURCING SUSTAINABILITY

Neil Takemoto

East Bayside 3BL Sustainability Crowdsourcing System

3BL = Triple bottom line = Economic, Social, & Environmental

Implementing an economically, socially, environmentally sustainable plan for East Bayside is a 'cloud' problem, whereas clouds are defined as nebulous, diffuse, and escape attempts to pin them down. It's not a 'clock' problem, requiring precise, specialized technical expertise to solve. Thus it requires a "clock" problem-solving system, not a clockmaker. The following system, defined by its steps for implementation, involves the ever-increasing usage of crowdsourcing as a cloud problem-solving system.

Phase I. Establish East Bayside 3BL Sustainability Leadership:

1. Identify the Sponsor for the project, their values and principles, their needs, their vision and goals for the program. The East Bayside Neighborhood Organization would be one candidate. There needs to be just one organization being primarily accountable, otherwise no one will. Even with two-person partnerships in business, experts strongly recommend that one partner has at least 51% ownership. I would define 'vision' as the vision for East Bayside's economic, social and environmental sustainability.
2. Define the triple bottom line/3BL (economical, social, environmental benefitting) vision of the champion sponsor. How is this vision going to benefit its residents, workers and businesses on those three levels?
3. Identify supportive Stakeholders (those with cultural and economic impact on the project), their values and principles, needs, vision and goals. Let the Stakeholders use the vision statement from above as a guide. The same process needs to happen as with step 1, for all those that represent the neighborhood in terms of the triple bottom line. One is needed for youth, and one is needed for the immigrant community. If there is not one Stakeholder to represent each of the immigrant communities (ie Somalis, Sudanese...), there should be designated representatives for each of those groups to work with the

immigration community champion. Others include business owners (and there already is a women's business owners group with Sally Streuver), entrepreneurs (Jeff Anthony, Mohammed Dini), environmentalists, neighborhood groups, etc. It should be any group that's willing to collaborate on action.

4. Define the economic, social and/or environmental sustainability visions and goals of the Stakeholders. Each of the stakeholders need to provide such a vision from their respective groups. How? This is where Richard Goll's programs with youth and Reemberto Rodriguez's techniques with reaching out to people of diversity in their homes and social circles, as outlined in their reports, is critical. New Stakeholders are always welcome, as long as the interests don't start to overlap or groups start to compete. Again, see Richard and Reemberto's reports regarding this.
5. Host an informal meeting with the Sponsors and Stakeholders to symphonize their triple bottom line visions into a consensus vision. The Sponsor then adopts this as their new vision statement. Each group still retains their own vision statement, but realizes they are alone if they base their actions on it.
6. Draft a written agreement from Sponsor-Stakeholder group that it will fundamentally involve the Stakeholders in its planning and execution in exchange for those Stakeholders providing commitment to its success. Everyone needs to be accountable for how they're going to contribute, and that needs to be in writing. Most important, the Stakeholders need to be emotionally committed.
7. Determine metrics and schedule for success. Consolidate goals from each of the Stakeholders and the Sponsor, and redefine into objectives with dates that are easily evaluated. For instance, the entrepreneurial group may have an objective of 50 members in its social network in six months, or the immigrant community will host a neighborhood food festival by the end of the year.
8. Sign agreement. There's no collective, sustainable sense of accountability unless there's a symbolic document.

Phase II. Establish East Bayside 3BL Sustainability 'Beta Community'

The leaders were identified in the first phase, but much of the real work happens with the people who live and work in East Bayside. Only a fraction of that latter crowd will spend their time and energy to contribute, and it's not necessarily fair to the rest to identify this group as 'better', so a term I prefer using is 'beta community', or 'test community'. These are the people who don't talk about change, they're the ones who actually try it out. If things go well, the beta community eventually simply becomes the community as a whole, or they can continue to try new things.

1. Identify the Champions (the 'lead followers' most likely to be willing to spend time and energy supporting the vision and objectives) from the greater creative community. Champions usually identify themselves, and are the best candidates to become Stakeholders. See this TED video on the importance of 'lead followers': http://www.ted.com/talks/derek_sivers_how_to_start_a_movement.html
2. Host an informal meeting with the Sponsors, Stakeholders and Champions to brainstorm ideas, and identify which ones are the most implementable in terms of both crowd support and funding. For those at the March 30, 2010 focus group regarding the creative community, this is that 3-hour process. See the Appendices for the summary of that meeting, masterly notated by Lori from the Muskie School of Public Service Public Policy program. Fortunately, many of the candidates for Sponsor, Stakeholders and Champions were there. A brief summary of that meeting of people who sat in a circle, which is important:

Part 1: Introductions, Groups

- a. Roundtable introductions and what you hope to get out of attending.
- b. Roundtable mention of one idea someone else mentioned (other than your own) that resonated with you.
- c. Identification of groups of 4-6 people that share common interests. To do so, mention the most common ideas/themes, and consolidate or subgroup them into groups of 4-6 people. If the group becomes larger than 6, certain individuals tend to talk too much, while others don't say anything, while the value of their ideas to the group may be just the inverse.

Optional break: This is a good time for the groups to start talking to one another.

Part 2: Brainstorming, Brainwriting, Identify Crowdsourcable Projects

- a. Break off into the interest groups. Give them 3-5 minutes to come up with a brief vision statement. There may already be one in existence that represents the interest. Have them stop when time is up and look up.
- b. Have them brainstorm ideas for implementation in roundtable fashion for about 10 minutes, allowing people to interrupt, skip or mention more than one at their turn. Don't provide any further instruction. Have them stop when time is up and look up.
- c. Ask them to prioritize not more than two to three implementable ideas for each timeline: Less than a year, 1-5 years, more than five years. Thus, a total of 6-9 ideas. Have them write each of the ideas on a sheet of large paper, at the top of each idea's own column. This allows the crowd to add comments below the ideas ('brainwriting'). 10 minutes. Place the sheets on the wall.
- d. Brainwriting. This is another fun part. Ask those in the crowd who represent public or private resources/capital to raise their hands. Ask the crowd to then, in a free-forall, checkmark any

ideas they like (only one per person per idea) and comment if they like. For those that identify themselves as resources, place a dollar sign if they think it's an idea they'd invest in.

e. The ideas with the most crowd support, but no funding interest are the most viable/neighborhood initiatives. The ideas with the most funding interest, but little crowd support lets the crowd know where the money is waiting for them. The ideas with the most crowd support and funding interest are the most 'crowdsourceable', and should get started right away, especially with the people who expressed interest.

Part 3: Develop Implementation Plan for Crowdsourcable Projects

a. Break off into the three groups that expressed the most interest as far as crowd support, for both funding and no funding, by show of hands. Make sure to record who's in each group, and provide them an opportunity to either continue to convene online, or join an existing group with the same vision.

b. For those groups willing to continue beyond this exercise, provide them the opportunity to name a Sponsor to represent their group, ideally funding representatives, a vision statement and prospective members. Upon completion of these, they should now be given 'Crowdsourcing Project' status. You now have a much better idea of what's possible, based on every single person in the room. As a side note, this aforementioned exercise can be done online using the Bubbly crowdsourcing web tool: bubblyapp.com, which is something I developed for this very purpose. In fact, this exercise was modeled off of this web tool.

c. Initiate online social network customized for crowdsourcing (ie ning.com, which is free) stating the vision and objectives with timelines, and listing the interest groups and summaries of meetings. The objectives need to be updated with whether or not they were achieved, so groups learn to both be accountable, as well as better provide realistic objectives.

Phase III: Establish a System for Implementation

Host monthly beta community meetings of Sponsor, Crowdsourcing Project Sponsors, Stakeholders and Champions. Remember, we're talking about implementing triplebottom-line sustainability here, not a free-for-all town hall meeting to express your gripes. It's up to you how much to make this a public meeting.

1. Provide an agenda listing the Stakeholders and their objectives that are posted on the social networking site.
2. Have each Stakeholder report their progress based on their objectives.
3. Have each Crowdsourcing Project Sponsor report their progress based on their objectives. The value of these is that they represent the values of the Stakeholders in the form of a project.
4. The discussion of the meeting should be focused on two things:
 - o What actions can be taken to fulfill the objectives of the Stakeholders through the Crowdsourcing Projects that represent them. Remember, that's what the exercise in Phase 2 was about: Translating the diverse interests of everyone into implementable projects. This is where the problems can be identified on the 'clock' level now that the 'cloud' is defined.
 - o If any Stakeholder does not feel properly represented in any of the Crowdsourcing Projects, figure out how can this be solved.

Keys to Success

- The more that the Crowdsourcing Project Sponsors attract both public and private sources of capital/resources as active members of their team, the better the chances of implementation.
- If a Crowdsourcing Project starts to bog down, host a public meeting and run the Phase 2 exercise on its behalf. Also, the next time you run the Phase 2 exercise overall, see if this project is still a priority.

ISSUE 4: SUSTAINABLE STREETS, OPEN SPACE & INFRASTRUCTURE

Seleta Reynolds

Dave Rodgers

Patricia Smith

A SUSTAINABLE ENVIRONMENT TO SUPPORT A SUSTAINABLE COMMUNITY

Overview

It is not by chance that this discussion of the natural and built environment follows chapters that talk about harnessing East Bayside's human resources to build a sustainable community. Community engagement leads to physical changes. You are working together to figure out how you need to refine your physical environment to support the sustainable community you are creating. This section contains some observations about what you already have in your natural and built environment, and some ideas about what you might do to harness your physical assets to support your sustainable community.

What is Sustainability and Why is it important?

Sustainability is an age-old concern: ensuring that our children and grandchildren inherit a tomorrow that is at least as good as today, preferably better. The most widely quoted definition internationally is the "Brundtland definition" of the 1987 Report of the World Commission on Environment and Development: sustainability means "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Similarly, the U.S. National Environmental Policy Act of 1969 declared as its goal a national policy to "create and maintain conditions under which [humans] and nature can exist in productive harmony, and fulfill the social, economic and other requirements of present and future generations of Americans."

"The nation behaves well if it treats the natural resources as assets which it must turn over to the next generation increased, and not impaired in value."

- Theodore Roosevelt, 1910

At present, the critical measure of sustainability is greenhouse gas (GHG) emissions. If we do not reduce GHG emissions in the immediate future, there may not be a future for humans or at least not one we would recognize. This concern hits close to home in East Bayside since much of the area is only a few feet above sea level and it already is and will continue to be directly impacted by sea level rise due to global climate change.

The transportation sector produces 40-50% of greenhouse gas emissions, so a key to reducing greenhouse gases is to reduce vehicle miles traveled. Energy use by buildings is also a large contributor, so, among other actions, we can eliminate the use of electricity generated from coal and oil and shift reliance to renewable resources and we can plant large-scale, healthy trees to absorb GHGs.

Some Attributes of a Sustainable Built Environment

You can get around much of the time without a car: you can live, work and play and meet your day-to-day needs locally by walking, bicycling or other "small slow vehicles", and local transit. Walking, bicycling and other small slow vehicles are more attractive than driving. Citywide and regional transit connections to other centers and cultural facilities make driving an option rather than a necessity.

- New and remodeled green buildings use less energy, collect and infiltrate storm water, and reduce the use of unhealthy chemicals.
- Household, commercial and industrial energy use declines as a result of on-going energy conservation and an increasingly large share of your energy comes from renewable sources.
- The urban forest flourishes in large parkways and medians, providing shade and absorbing GHGs.
- Food is grown locally and without pesticides and chemical fertilizers, while the soil is replenished through the addition of compost.

Key Suggestions

- Work with what you have (which is a lot) and what is already working (also a lot).
- Take small steps/make incremental changes, even as you push the big changes forward.
- Put people first; places will follow: cultivate places where people can come together and create community.
- Start with places that are already happening and need a little help (don't mess with the ones that are already working).
- Turn streets into places where both intentional and accidental encounters can contribute to the cultivation of relationships and community.
- Make connections within East Bayside and to the larger community that expand and strengthen your community.
- Enhance your community's longevity by making the human-made infrastructure that interfaces with natural systems more sustainable.

What's in this section?

1. **What's Here Now:** A look at East Bayside's environment, both natural and built, as it exists today.
2. **Cultivating Community Places:** Some ideas about enhancing existing gathering places to further facilitate community interaction and activity, including ways to turn your streets into places where community interaction can occur.
3. **Rebuilding Connections:** Suggestions about pedestrian and bicycle connections that could expand and strengthen community.
4. **Community as A Green Machine:** Some ideas to make your infrastructure more sustainable.

1. What's Here NOW

Just as East Bayside has a rich collection cultures, it is also made up of a rich mix of land uses in distinct districts; a network of streets, trails and paths; and natural systems, which together make up the environment of East Bayside. This section provides a brief overview of existing:

- Land use, districts and neighborhoods
- Community gathering places
- Parks, gardens and open spaces
- Mobility
- Street character

Land Use, Districts and Neighborhoods

A sustainable community typically has a balanced mixed of uses, making it possible for people to live, work and play within a walking or cycling distance. Depending on its size, a sustainable community is often made up of distinct districts, each with a different character, which together create a complete community. Their differences often make them more interesting and often make them more attractive to new businesses and residents.

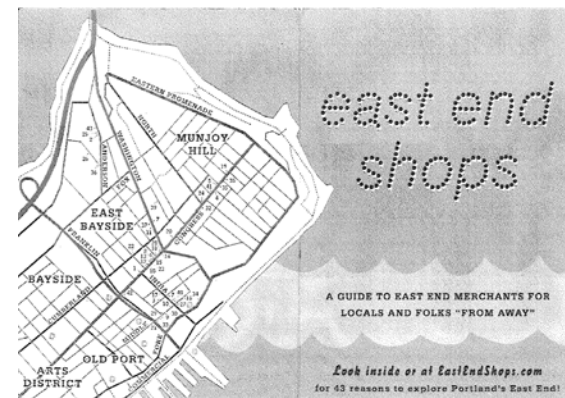
East Bayside has a balance of land uses: residential, commercial and industrial. Those uses are located in districts that have different characteristics:

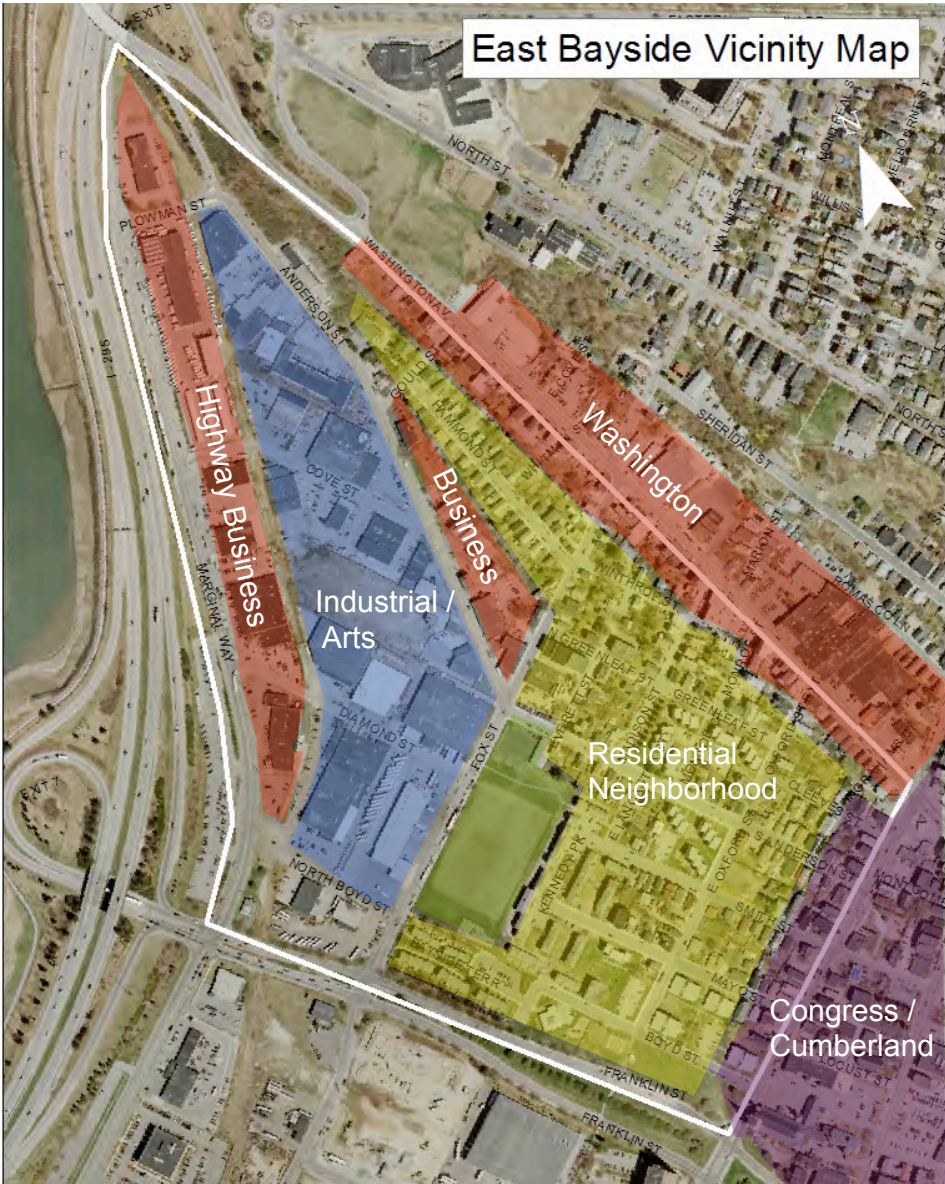
- The East Bayside residential neighborhood is at the heart of the community. It has a mix of single-family and low-rise (one to three story) multi-family housing.

- To the north is the Washington Avenue commercial district, with its brick sidewalks, mostly small scale, one and two story and pedestrian-oriented storefront shops and services.
- To the east is the Congress/Cumberland mixed use district, with both commercial and residential uses.
- To the west is the Anderson Street district with it larger scale warehouse and light industrial buildings with a mix of industrial and arts uses.
- Along Marginal Way is a highway-oriented business corridor.

Together, these districts and their mix of uses create a synergy in which the whole is greater than the sum of its parts, where the mix of uses and interconnections between the districts make it richer and more interesting than, for example, a

mostly residential community. East Bayside has more layers of identity: it is part of the East End and of the entire City of Portland.





- Commercial districts
- Mixed use district
- Light industrial/arts
- Neighborhood

East Bayside Residential Neighborhood



Anderson Street Light Industrial/Arts District



Washington Avenue Commercial District



Mixed Use District: Congress/Cumberland



COMMUNITY CENTERS AND GATHERING PLACES



East Bayside residents identified a series of existing community centers and gathering places, including:

- Fox and Anderson / Fox Field
- The Root Cellar
- Peppermint Park
- The intersection of Washington Avenue and Congress Street where the two commercial districts meet
- East End Community School, though outside the boundaries of the East Bayside, is the Elementary School serving the area.

These places already serve as the focus of community activity and interaction in East Bayside.



The intersection of Washington and Congress is at geographic center of commercial activity in East Bayside.



East End Community School is up the hill from East Bayside.



Fox Field is a gathering place for youth in the center of East Bayside.



The Root Cellar is a community center on Washington Avenue.



Peppermint Park is a gathering place in Congress/Cumberland.

PARKS, GARDENS, TRAILS AND OTHER OPEN SPACE



East Bayside has 3 primary open spaces within its boundaries:

- Fox Field (approximately 4.5 acres)
- Peppermint Park (approximately 0.3 acre)
- Boyd Street Urban Farm, currently approximately 0.4 acre with the potential to expand to include another acre.

A fourth will be added once the Bayside Trail is completed. It will eventually link East Bayside to the Eastern Promenade to the north east and to Deering Oaks Park in the center of the city, expanding recreational access to nearby open spaces and enhancing connections to the rest of the city. An open space link will also be added to connect Fox Field to the Bayside Trail.



Fox Field provides active recreation in the center of East Bayside. A path will be added to link Fox Field to the new Bayside Trail



The Boyd Street Urban Farm has the potential to expand as demand for community garden plots increases.



Yellow path on aerial shows the planned Bayside Trail connecting East Bayside to Deering Oaks Park (foreground) and the Eastern Promenade (background). Source: Brian Peterson/Courtesy Portland Trails

Street Character, Walkability and Connectivity

The grid and block size. Blocks in the residential and commercial districts of East Bayside range from about 200' x 200' to 200' x 700' and average about 200' x 400', which is a walkable block size. The blocks in the industrial/arts district are larger, which is appropriate and necessary for industrial uses. The most significant interruption of the grid and connectivity occurred where Franklin Street was converted to a limited access arterial in the 1960s. This cut East Bayside off from the Bayside district to the west. Less critically, Fox Field eliminated the connection of Mayo Street to Fox Street and Kennedy Park cut East Lancaster Street (formerly Lincoln) off from Mayo and Boyd Streets. These connections are still accessible on foot or bicycle, in contrast to the Franklin Arterial, which is more difficult to traverse.

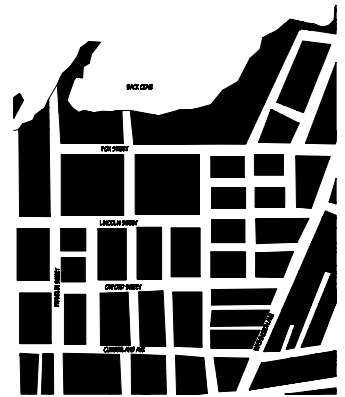
There are four commercial streets in East Bayside, all around the perimeter. Washington Avenue is a two-lane, two-way street with curbside parking. The roadway is approximately 40 feet wide and sidewalks range in width from 8 to 12 feet and are brick for the most part (from Eastern Promenade to between Oxford and Cumberland). Street trees have been planted in tree wells or parkways along some of the street, spaced 40 to 60 feet apart. The majority of ground floor uses are retail, restaurant, service or other commercial or community uses that generate moderate pedestrian activity along the street. There is a large number of wide curb cuts and surface parking lots next to the sidewalk on the east side of the street, which create conflicts between vehicles and pedestrians and interrupts the "flow" of commercial activity along the sidewalk and street.

Congress Street is also a two-lane, two way street with curbside parking and brick sidewalks. The roadway is 42 feet wide and the sidewalks range from 10 to 12 feet wide. Again street trees have been planted in some locations at about 30 feet apart, a spacing more similar to Downtown and other commercial streets in Portland. Curb cuts are more limited than on Washington Avenue, resulting in fewer pedestrian-vehicle conflicts and a more continuous building wall along the street.

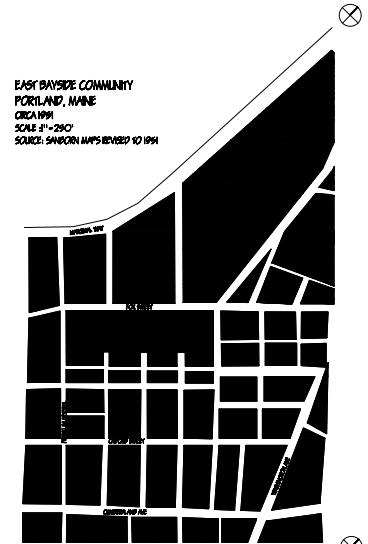
Cumberland Avenue, parallel and adjacent to Congress Street, is similar to Congress Street, except that the roadway is a little narrower and the sidewalks a little wider and there are fewer street trees. The sidewalks are brick and there are not too many curb cuts. Ground floor uses are largely residential with some commercial.

Marginal Way has 52-foot wide roadway that includes one lane in each direction, bicycle lanes and curbside parking. It does not generally have sidewalks. Commercial, wholesale and industrial

EAST BAYSIDE COMMUNITY
PORTLAND, MAINE
CIRCA 1886
SCALE 1"=250'
SOURCE: J. HARRIS, INC.



EAST BAYSIDE COMMUNITY
PORTLAND, MAINE
CIRCA 1951
SCALE 1"=250'
SOURCE: SHAW-WALKER MAPS REVISED TO 1951



EAST BAYSIDE COMMUNITY
PORTLAND, MAINE
CIRCA 2000
SCALE 1"=250'
SOURCE: CITY OF PORTLAND CAD FILE



uses occupy relatively large-scale buildings (20,000 to 30,000 square feet) with large surface parking lots. Running parallel to Interstate 295, Marginal Way is developed only on the south side. Its visibility from the Interstate makes it desirable for highway-oriented uses.

Anderson Street, running parallel and adjacent to Marginal Way, has a 40-foot wide roadway with one lane each way and curbside parking. It generally has no sidewalks on the industrial side and narrow (8' 6") sidewalks on the business side. A large percentage of the street frontage is occupied by surface parking lots with frequent curb cuts.

All residential streets have one lane in each direction and curbside parking. They typically have 44 to 48-foot wide rights-of-way with 28 to 32-foot wide roadway. Sidewalks are typically 8 to 10 feet wide. Key residential connectors within the community and to the perimeter commercial streets are Oxford Street, Fox Street and Smith Street.

Mobility

We measure an area's mobility in terms of how easily travelers journey through a place, by any mode. Mobility for cyclists and pedestrians relies on different factors than mobility for drivers. For instance, frequent crossings, short distances between places, and sidewalks wide enough to walk comfortably side-by-side create a high level of mobility for pedestrians. Well-timed traffic signals and a grid with direct connections

contribute to mobility for drivers. East Bayside offers excellent mobility for drivers, pedestrians, and cyclists within the neighborhood; however, mobility to and from the neighborhood to the wider community presents challenges for all modes. We do not measure the transportation system by mobility alone: safety, comfort, sustainability, and aesthetic value each contribute to the overall success of a neighborhood.

Safety: Road users are like a food chain. How a transportation system serves the most vulnerable one ripples all the way to the top. In other words, a road where pedestrian safety is prioritized is generally a safe road for all users.

Comfort: Although the term "livability" is subjective, a comfortable and enjoyable walking and bicycling environment is widely accepted as a key indicator of a place's health and vitality. Elements that contribute to comfort for bicyclists and pedestrians include buffering from traffic (parking lanes, bicycle lanes, frequent street trees, and wide sidewalks), slower 85th percentile vehicle speeds (25 miles per hour or slower), and lower vehicle volumes.

Sustainability: Transportation sustainability reaches into a variety of areas. Key questions include: Does the transportation system encourage low-impact modes of transport such as bicycling, walking, transit, and carpooling? Does the system offer opportunities for physical activity that contribute to the long-term health of its residents? Is the system easy to maintain? Is the standard to provide only as much pavement as necessary?

Aesthetic Value: Most often a City's largest public space, the transportation system offers great potential to contribute to community character and pride. However, utility often trumps charm, and communities view streets as a purely functional necessity rather than a valuable communally-owned asset.

As noted in earlier sections, key destinations include:

- Fox Field
- Boyd Street Urban Farm
- Peppermint Park
- East End Community School
- The Root Cellar
- Kennedy Park
- Bayside Trail
- Washington Ave. Commercial District
- Congress/Cumberland Mixed Use District



Many destinations internal to the neighborhood, such as Peppermint Park, are within easy walking distance of most of the residential density. However, others, such as the East End Community School and the Bayside Trail, are separated by major barriers both natural (water, hills) and manmade (I-295, Franklin Arterial, Washington Avenue). In addition to these assets, the neighborhood has several strengths that could contribute to its ultimate success as a great place for all modes:

- Informal worn paths tended by neighborhood volunteers provide evidence that the land uses could support walking and bicycling if the facilities would follow.

- The beginning of a path from the Root Cellar up to Standpipe Park.
- A number of students already walking or bicycling to East End Community School; a supportive community police officer; and a new Safe Routes to School coordinator.
- Quiet neighborhood streets, such as Oxford Street, which could connect destinations and offer an attractive route for casual cyclists.
- Narrow streets like Romesco Lane or streets that are only permeable to cyclists and pedestrians, like Greenleaf Street.
- A vibrant, visually interesting commercial corridor along Washington Avenue.



Map showing the informal trails (dashed) and existing off-street pathways (solid).

Several barriers to mobility include:

Franklin Arterial: This broad street provides a high level of mobility for vehicles, but was not designed with the maxim, “build only what you need.” Rarely congested, the street offers insight into the unintended consequences of providing too much capacity for vehicles (particularly during non-peak times): high speeds, long pedestrian crossings, poor sight lines



Path Across Franklin Arterial

for drivers and pedestrians, and long distances between crossing opportunities. Pedestrian desire lines, or places where pedestrians would like to cross the street, are clearly visible worn paths across the wide berm that separates the two sides of Franklin Arterial. Although it could provide a direct route to one of the City’s major investments, the Bayside Trail, Franklin Arterial’s character is only appropriate for experienced, intrepid cyclists.

Washington Avenue: A small neighborhood retail district has begun to grow along this corridor, which is also the continuation of an off-ramp from I-295. Context cues such as a narrow, well-marked street or the introduction of medians could signal to drivers that they are entering a neighborhood. Without these, drivers continue without stopping to the first signalized intersection at Congress Street, which is over 0.5 mile away from the off-ramp.

Lack of transit & Limited on-street bikeways: Bikeways fall into three categories: separated bikeways such as trails or cycletracks (dedicated bikeways that are parallel

to a roadway), dedicated bicycle lanes usually marked with pavement stencils and signs, and shared lanes marked with either signs alone or with special pavement stencils such as sharrows. East Bayside sits in close proximity to the Bayside Trail, a path that follows the water line from the Eastern Promenade to Deering Oaks Park. Recently, the Maine Department of Transportation and the City agreed to construct an access point near the Franklin Arterial ramps to I-295. The City’s Bicycle Master Plan envisions bicycle lanes on Congress Street and Marginal Way, but presently, there are no on-street bikeways within East Bayside or along key routes to and from the neighborhood.

Tukeys Bridge: Tukey’s Bridge is a complex and challenging choke point for bicycle and pedestrian access to and from East Deering.

Limited pedestrian crossing opportunities: The City’s existing crosswalk policy and committee guide decisions about where and how to mark crosswalks. While intended to provide clarity, the current policy does not appear to incorporate the latest understanding and research about the relative effectiveness and appropriate placement of crossing treatments.

Limited ADA accommodation: Missing or outdated curb ramps, missing or broken sidewalks, and inaccessible grades pervade the neighborhood.

Hills: Significant grades to and from the East End Community School present a special challenge during rain, snow, and ice.

2. Cultivating Community Places

One way to enhance identity or “sense of place” at the community level is to reinforce the identity of each district and neighborhood, while maintaining a cohesive identity for the whole East Bayside community. Ways to distinguish districts from one another include: reinforce the different mix of uses that already exist in each East Bayside district; reinforce the different building heights, massing and materials already used in each district; and attract a different group of businesses to each commercial district so they are not competing with each other but complement each other.

Then, within each district, identify one or more places with potential for more community activity and interaction and identify improvements you want to make to transform them. These places may be existing centers of activity that can be enhanced by physical design interventions, both small and big. Or they may be entirely new centers of activity that spring up within the community. One way to allow that to happen is to make the streets ready to be places.

The first part of this section describes some common tools for turning your community’s streets in to places where residents and visitors will want to spend time. The next part of this section describes a few existing places that could be easily enhanced by design changes and offers a few suggestions about what you might do to make them more community-oriented places. The final part offers some suggestions as to how your streets can be made more ready to accommodate a variety of community activities. Existing commercial streets, like Washington Avenue,

Congress, and Anderson Street are likely to accommodate larger scale community activities and events, while other streets will tend to accommodate day-to-day activities, including commute and recreational walking, bicycling, and small social gatherings.



Placemaking Toolkit for Streets

The East Bayside community has a variety of tools at its disposal as you work on turning streets into places where people can spend time and interact. All of them have been used extensively throughout the City of Portland.

- Roadway width and lane striping
- Bicycle lanes
- Crosswalks
- Active “street wall” in commercial and mixed use districts
- Limited curb cuts and parking facing the sidewalk
- Shared parking facilities
- Landscaped medians
- Sidewalk width
- Curb extensions
- Sidewalk and shared street paving
- Parkways
- Street trees
- Sidewalk parks, plazas and gardens (outdoor rooms)
- Gateway elements and wayfinding signs
- Public art



Start by thinking of streets as places.

“If we can develop and design streets so they are wonderful, fulfilling places to be...then we will have successfully designed about one-third of the city directly and had an immense impact on the rest.”
Allan B. Jacobs

Placemaking Tool for Streets: Roadway Width and Lane Striping

Motorists drive faster on wide streets than on narrow streets. Excess roadway pavement is not used. It could be put to better use for bicycles or pedestrians or

for parking or landscaping to collect storm water runoff, provide a buffer between motor vehicles and other modes, and make the street more attractive. As a general rule, it is a good idea to first figure out and draw on a plan how much of the roadway is needed for traffic lanes and parking and then use whatever is leftover for other users. Curbside parking should generally be provided on walkable streets both to provide convenient access to shops and to provide a buffer between pedestrians and moving vehicles.

As an example, a first step toward making Washington Avenue a more usable place for everyone would be to narrow the lanes between I-295 off ramps and Eastern Promenade . The roadway is about 45 feet wide. Since there is no curbside parking

and none is needed, only about 28 feet is needed to accommodate the two lanes of traffic, so the outside edges of the lanes could be striped about 8 feet from the existing curb on each side of the street. In the future, a landscaped parkway or



Top: existing view of Washington Avenue looking west at East Promenade.

Middle: lanes narrowed with striping to slow traffic.

Bottom: lanes narrowed with parkway to slow traffic, buffer pedestrians and make the street more attractive.

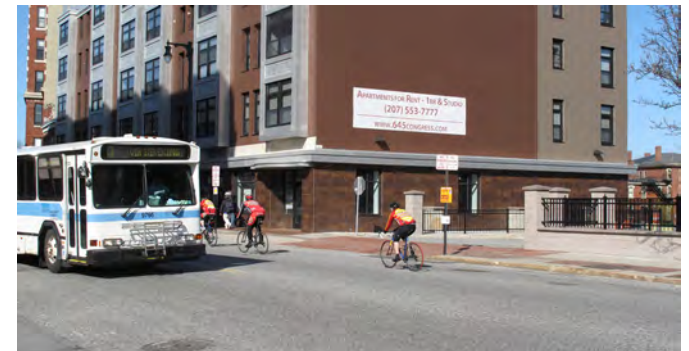
median could be added to further reduce the perceived width and to make the street more attractive and provide a buffer for pedestrians.

Placemaking Tool for Streets: Bicycle Lanes

Portland is a bicycle city. There are bicycles everywhere. On two-lane residential streets that provide local access to homes, like those in the East Bayside residential neighborhood, bicyclists can share the street with motorists.

But not everyone is comfortable bicycling in the same lane with or next to cars on busier streets. So, where possible, a network of bicycle facilities should be provided to make the mode of transportation available to as many people as possible. A striped bicycle lane, which is typically a minimum of 5 feet wide, can be added between the curbside parking lane and traffic lane if there is room. Sometimes, a lane can be designated as a “shared” bicycle/motor vehicle lane in which everyone must move at the same speed as bicycles. Where there is a high volume of traffic and a limited

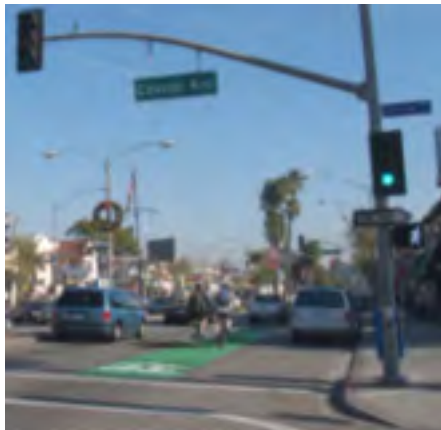
number of curb cuts and cross streets, a protected bicycle lane can provide buffer between faster moving traffic and bicyclists.



Portland is a bicycle city.



Basic bicycle lane.



Shared slow-speed lane.



Protected bicycle lane.



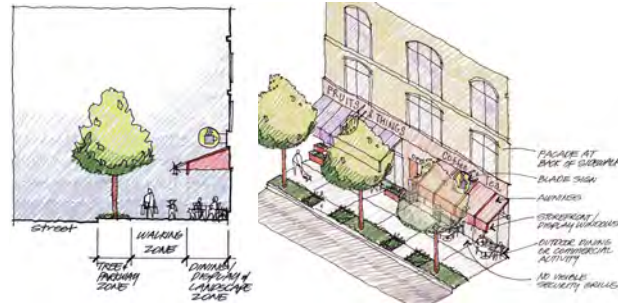
Protected bicycle lane with raised median.

Placemaking Tool for Streets: Active "Street Wall" in Commercial and Mixed Use Districts

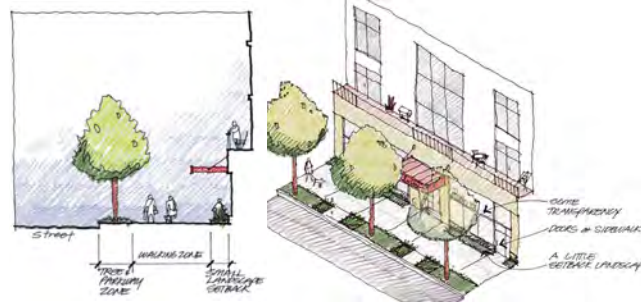
Interest and activity along the sidewalk can occur with almost any building use. Retail uses will typically generate the most activity and tend to be thought of as most walkable. However, other uses, including office or live/work space, and residential units or common areas in a residential building can still be attractive and interesting to look at as the sketches and images below illustrate. Some key elements of successful building walls along the street include:

- No surface parking or visible parking
- Building wall at back of sidewalk
- Ground floor designed to accommodate retail (even if it is not initially used for that)
- Transparency (display windows)
- Entries
- Awnings, signs, and other human scale elements

Retail



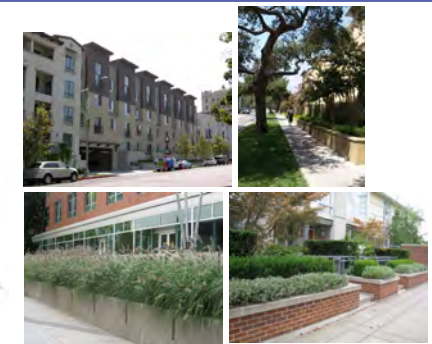
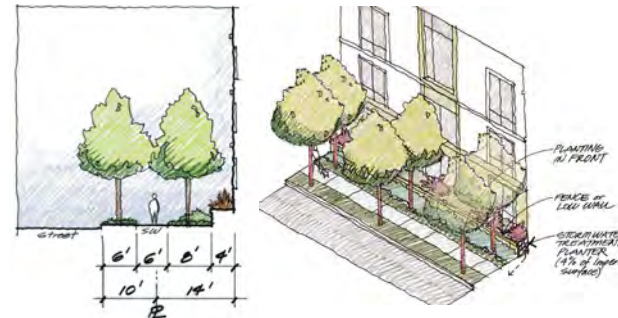
Live Work/Office



Residential Units with Individual Entries



Residential Common Rooms, Parking or Blank Walls



Placemaking Tool for Streets: Control Curb Cuts and Parking

Access to parking requires a curb cut and driveway which both create a conflict with pedestrian activity and interrupt the building wall along the sidewalk. As noted in the previous Placemaking Tool, on a pedestrian-oriented



Frequent, wide curb cuts (driveways) reduce walkability.

commercial or mixed-use street, the building “street wall” should have active uses, such as shops with display windows, on the ground floor along the sidewalk.

To minimize pedestrian conflicts and breaks in the pedestrian-oriented street wall, parking should be accessed from the alley if there is one or curb cuts should be located on streets with less pedestrian activity, usually the side streets along streets like Washington Avenue, Congress Street and Cumberland Avenue.

There should be as few curb cuts as possible and they should be as narrow as possible. For the same reasons, private parking should not be located along the primary pedestrian street or between a building and the sidewalk on a primary pedestrian street.

Placemaking Tool for Streets: Shared Parking Facilities

One reason there are so many curb cuts is because each lot has to provide its own parking. A centralized public parking facility that is shared by all businesses in a district has several benefits, including:

- Fewer parking spaces are needed because the shared parking can be used more efficiently - fewer unused spaces and more parking once for multiple trips.
- Individual buildings can be better designed - without driveways and surface parking and, therefore, creating more commercial activity along the street.



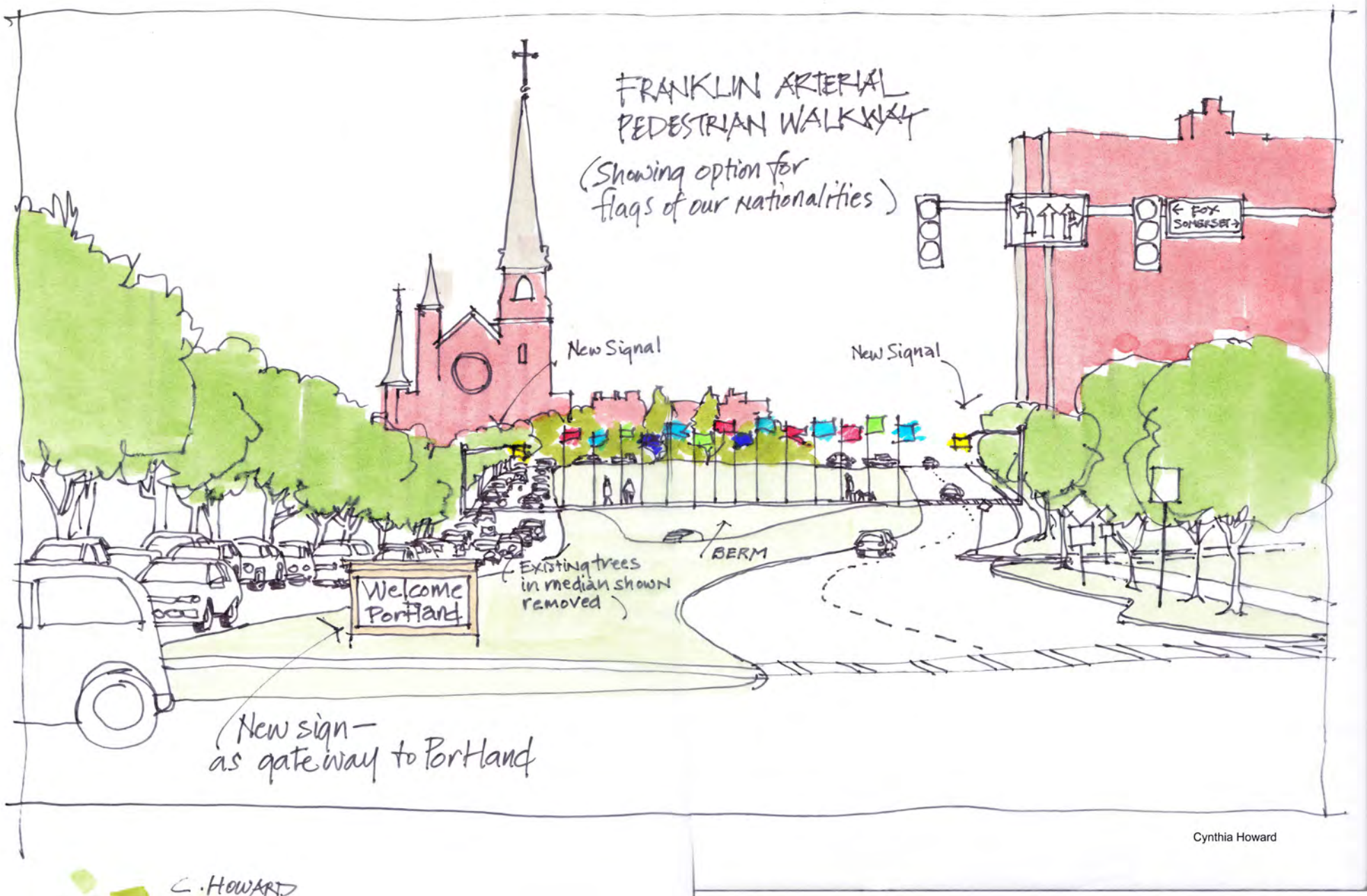
Continuous storefronts along the sidewalk with parking behind or in a shared facility is more walkable and has a greater potential to be a successful place.

Placemaking Tool for Streets: Landscaped Medians

If there is room in the center of a wide street, even for a short distance, a landscaped median can be added to enhance community identity. At the entry to a community, landscape medians can provide a good home for a gateway elements.



Landscaped median example.



Cynthia Howard

The median on Franklin could be enhanced with a gateway element.

Placemaking Tool for Streets: Sidewalk Width

Wide enough sidewalks are fundamental for sidewalk activity. For commercial streets with ground floor retail along the sidewalk, 16 to 18 feet is desirable to accommodate an access zone for curbside parking, a parkway or large tree wells (8 to 10 feet long) with street trees, a walking zone, and outdoor dining and other commercial activity on the street, as illustrated in the top example below. However, 12 to 14 feet can work with limited outdoor dining. Even 10 feet can work if the curbside landing strip is eliminated adjacent to street trees, as illustrated in the bottom example below.

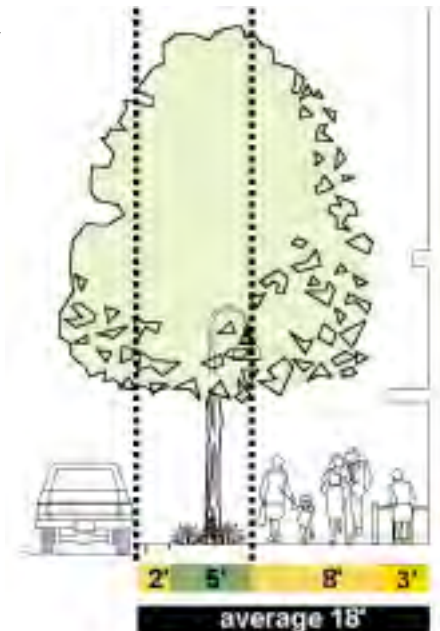
On two-lane residential streets with low to medium density housing, a minimum 10- to 12-foot wide sidewalk with a 6 to 8-foot wide parkway for storm water collection and street trees and a minimum 4-foot wide walkway is desirable.

If the roadway is wider than necessary, the sidewalk can be widened into the street (a curb extension), as shown in the first example on the following page. Where new buildings are planned is typically easier and less costly to set the building back a few feet to widen the sidewalk, as shown in the second example on the following page.



Top: 10-foot wide sidewalk shown in street view sketch and bird's eye view sketch.

Bottom: The same views of an 18-foot wide sidewalk.





A 7-foot wide sidewalk on a commercial street was widened to 24 feet by extending the sidewalk into the existing roadway to accommodate a double row of trees, a wide walkway and a wide outdoor dining zone.



An 8-foot wide sidewalk on at a busy bus stop was widened to 24 feet by setting the new development back to accommodate a more generous bus stop, wider sidewalk and landscaped buffer from the adjacent surface parking lot.



Placemaking Tool for Streets: Curb Extensions

Curb extensions are often located as crosswalks to make it easier to cross the street and to make waiting pedestrians more visible to motorists. They are also provided at bus stops to provide more space for bus riders and bus stop furniture. They can also be located along other segments of a block where wider sidewalks are needed. They can also be paved, planted, used for outdoor dining, vendors or anything else you might think of.



Plan view of curb extensions at a crosswalk.



Portland curb extensions.



Paved curb extension



Landscaped curb extension.



Outdoor Dining.



Easier crossing.

Placemaking Tool for Streets: Sidewalk or Shared Street Paving

In Portland, brick sidewalks denote commercial streets and they connote care. Congress, Cumberland and most of Washington have brick sidewalks. There may be other streets where brick sidewalks could be used to designate a community place. Special paving is sometimes used on streets that are shared by pedestrians and vehicles to show down traffic and indicate that they are different from other streets.

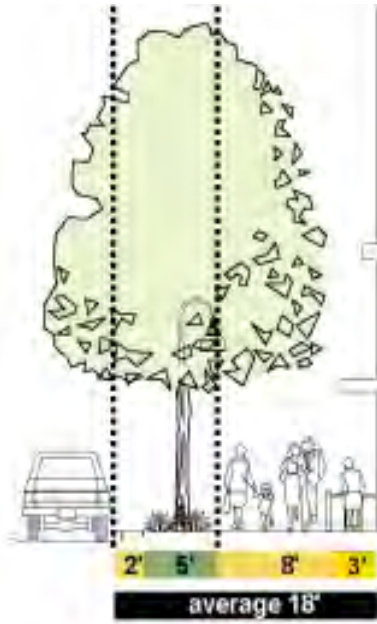


Examples of brick sidewalks, granite curbs and granite shared street paving in Portland.



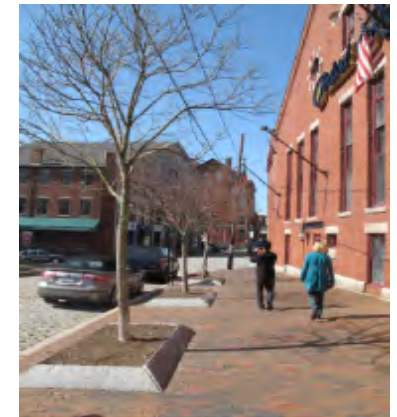
Placemaking Tool for Streets: Parkways

Parkways allow trees to grow and provide a buffer between the sidewalk and the street. They can be uniform along a street or they can be designed as an extension of the adjacent building or business. Parkway can also collect and infiltrate storm water (see Green Streets).



Placemaking Tool for Streets: Street Trees

Street trees are often identified as the most important improvement that can be added to a street, providing the “biggest bang for your buck.” They should be close enough together to provide shade where needed and, where appropriate, a continuous canopy. They should be appropriate in form to the street they are on, for example columnar trees on narrow sidewalks and trees with central trunks that can be pruned up above business signs on commercial streets. By the same token, appropriate conditions that will allow trees to grow so they can provide the many environmental and aesthetic benefits they have to offer (shade, carbon reduction, storm water collection, visual enhancement). Appropriate conditions include enough soil surface area and volume for their roots to grow and absorb air and water. Large tree wells are good. Continuous landscaped parkways are even better.



Placemaking Tool for Streets: Pedestrian Street Lights

In addition to street lights that illuminate the roadway for vehicles, ornamental lights on lower pedestrian-scale poles can provide additional illumination of the sidewalk at night and can contribute to community and district identity both at night and during the day time.



Placemaking Tool for Streets: Street Furniture

Like lighting, street furniture is functional and can contribute to community and district identity. Bicycle racks, trash receptacles, seating and bus shelters are the most widely used elements.



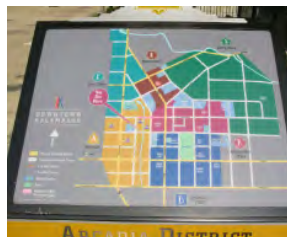
Placemaking Tool for Streets: Sidewalk Parks, Plazas and Gardens

Look for unused or under-used spaces, both public and private where adjacent to the street or to another public space. These spaces can be transformed into usable parks, plazas and gardens to serve community members of all ages.



Placemaking Tool for Streets: Gateways, Wayfinding Signs & Public Art

Gateways let visitors know when they are entering your community. Wayfinding signs help them get around once there. Art can be incorporated into a variety of functional elements in the public realms. You can also provide spaces for temporary art.



Placemaking Tool: Residential Green Streets

The community and City are working together to plant trees on residential streets in East Bayside.

On residential streets, street trees can be planted in parkways or, where sidewalks are too narrow,



in front yards. One tree per lot of a size that will result in a more-or-less continuous canopy is typically ideal. On streets that are at least 8 feet wide, a 4-foot wide walkway can be provided and the remainder of the sidewalk along the curb can be a continuous landscaped parkway that will allow trees to grow bigger and healthier and live long. The parkways can also collect and infiltrate storm water. A gentle slope to the center from either side of the parkway to reduce runoff is the simplest approach. This type of parkway can collect storm water from the sidewalk. A more ambitious approach is to collect storm water from the street, typically by providing inlets from the street gutter into the parkways. With this type of parkway, the storm water can be infiltrated into the ground if the groundwater table is not too close to the surface. Infiltration requires rapidly draining soil and storage capacity. If the native soil does not drain rapidly, it can be replaced to a depth of several feet with gravel or other permeable medium combined with soil. If the storm water cannot be infiltrated, it can be "treated" by grasses and other plant materials that collect and, to some extent, absorb pollutants and then release them back into the street. These approaches to storm water collection can also be used on commercial streets.

Summary of Placemaking Opportunities for Bayside Streets

All Commercial Streets

- Develop a different market niche for each commercial district - appeal to different users and develop a different look. Make the commercial districts complementary rather than competitive with one another.
- Plant more street trees.
- Plant them in parkways or large tree wells.
- Install pedestrian-scale street lights.
- Add crosswalks and corner curb extensions at key streets to make the street more walkable and to better connect East Bayside to Munjoy Hill.



Washington Avenue

- Reduce and narrow curb cuts.
- Widen sidewalks a few feet when new buildings are constructed to provide enough room for street trees in large tree wells or parkways, walking and outdoor dining or other commercial activities.
- Complete the brick sidewalks.
- Locate new buildings along the back of the sidewalk with storefronts and display windows along the sidewalk with parking behind.
- Consider shared parking so each individual business does not have to provide on-site parking.
- Find a good location for a small open space that would support outdoor dining or other commercial/community activities.



Anthony Muench, LA
A.M.

Congress Street and Cumberland Avenue

- Consider allowing commercial ground-floor uses in existing buildings on Cumberland Avenue, so that the Congress and Cumberland can function as a single mixed-use district. This will enable the area to evolve with a different character from Washington Avenue.
- Maintain building walls with storefronts along the street.

Anderson Street

- Consider whether Anderson Street might evolve as a low-key mixed industrial/arts/support retail street with access mostly on foot and bicycle, where residents and workers would come for their day-to-day need from coffee and lunch to car repair.
- Create a neighborhood node at/near Fox Street (see Places with Potential)

Residential Streets

- Add parkways and street trees wherever possible.
- Design parkways to collect storm water.



PLACES WITH POTENTIAL

Place with Potential: Fox and Anderson

The intersection of Fox Street and Anderson Street is a community center both geographically and socially. It is at the juncture between the residential neighborhood and the light industrial/arts district. It includes Fox Field, which is the primary outdoor recreational facility in East Bayside and a gathering place for youth. There is potential for both creating a place where a broader spectrum of community members can gather and for building upon the improvements to Fox Field that the City and community are already making. Some ideas for how Fox and Anderson could be transformed over time as funding is found are listed below.

- Paint crosswalks at the 4-way stop.
- Install curb extensions (“bulb-outs”) to increase sidewalk area to emphasize the pedestrian orientation and channelize vehicular traffic. The sidewalk paving could be brick as shown in the adjacent sketches.



Top: Plan view of crosswalks, curb extension and a green space.

Bottom: Bird's eye sketch showing brick paving, street trees and a gateway.



Above: The intersection of Fox and Anderson Streets today.

Below: A sketch showing crosswalks, curb extensions, brick sidewalks, a pocket park, street trees and storm-water collection parkways.

- Working with the property owner and tenant on the northeast corner, add a pocket park on the undeveloped triangle of land and the curb extension with facilities that would complement the uses at Fox Field and support commercial activity.
- Plant street trees in parkways, install pedestrian street lights, and other streetscape improvements.
- Attract neighborhood-serving uses, such as a coffee shop or a deli, to Anderson Street near its intersection with Fox Street.
- Continue to refine facilities around the edges of Fox Field to accommodate complementary park uses, including seating, picnicking, and other park uses. Close the street for special community events and turn the street into a outdoor room.
- Consider programming events at Fox Field.
- Expand the park as more facilities are needed.
- Add a recreation / community center near Fox Field.



Existing sidewalk on Fox Street adjacent to Fox Field.



Sketch of sidewalk with curb extension, storm water parkway and trees.

Place with Potential: Greenleaf Street

Greenleaf Street between Madison Street and Everett Street is currently closed to through traffic. The community can work with the adjacent property owners and the City to decide how to fix it up. You could decide to open it up to through traffic or you could turn it into a pocket park as illustrated in the sketch below.

This is a relatively modest endeavor. It could be planned, designed and even constructed in part by community members and particularly by youth if they identify it as a priority project to pursue.



Place with Potential: Congress/Cumberland and Peppermint Park

Congress/Cumberland could be an even more active mixed-use district with the addition of live-work and other ground floor commercial uses.

Unlike Washington Avenue, which is linear, Congress/Cumberland includes the two major streets as well as the cross streets that connect them. Non-linear districts have placemaking opportunities that linear districts lack. For example, it is easier to close the smaller cross streets for regular events and even spontaneous activities. In addition, Peppermint Park is at the center of the district and can be used for events. In fact, both the park and Montgomery Street and even Smith Street could be used for community events, as illustrated in the adjacent sketches.

Peppermint Park is currently being renovated (see plan below) and should incorporate night lighting and other elements needed for events. In particular, electrical outlets can be provided so that inefficient, polluting generators are not required for events.



Plan for Peppermint Park remodel.



A variety of activities and events can take place in the park.



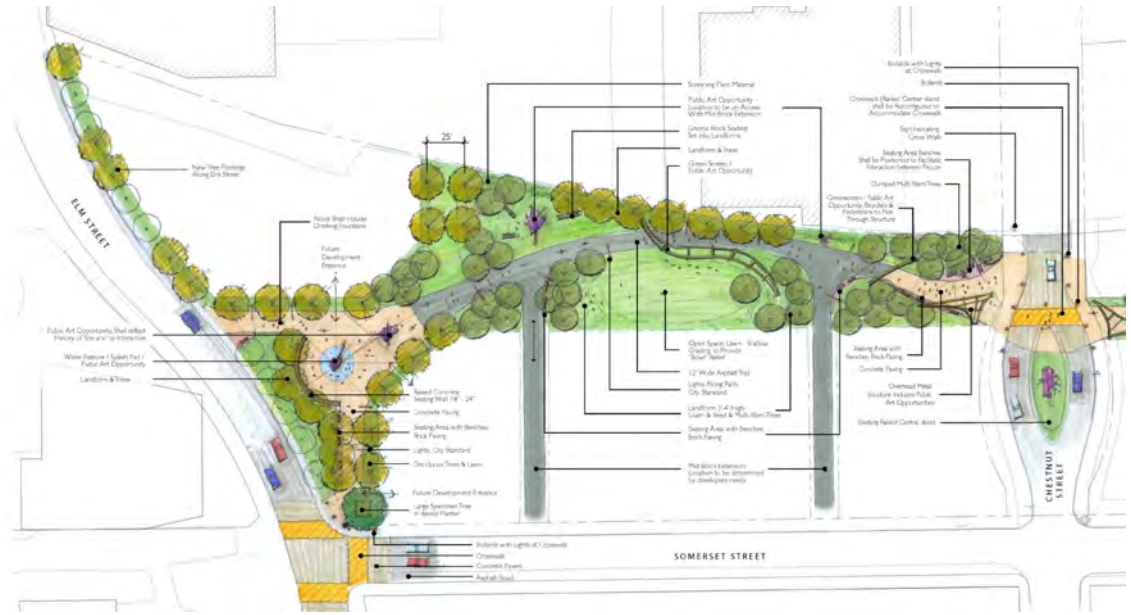
Anthony Muench
A01



Anthony Muench
A11A

Place with Potential: Bayside Trail Corridor

The Bayside Trail will create a “greenbelt” between the Marginal Way business corridor and the Anderson Street industrial/arts districts. The trail and its adjacent landscaping will provide pedestrian and bicycle access and amenities for those districts and the nearby residential neighborhood. It also has the potential to attract tenants who would benefit from being adjacent to the trail, both directly and indirectly: bicycle and recreation-related and serving uses, as well as businesses with employees and clients who would like to use the trail for commuting and/or recreation. Retail and restaurants along the trail can benefit from the increased activity. The area along the trail has the potential to develop a unique identity associated with the trail. The community should add more pocket parks and supplemental landscaping, as well as more connections into the community like the one the City is providing from Fox Field.



This plan of a segment of the trail west of Franklin shows the potential for landscaping, although the right-of-way for the trail is not as wide in East Bayside as in the segment shown. Source: Portland Trails



Bicycle rental and repair shops may benefit from the trail.

3. Rebuilding Connections

Reconnecting places within East Bayside as well as reconnecting the East Bayside district with the rest of the City requires engineering, education, enforcement, and encouragement measures. Infrastructure alone cannot effect comprehensive change in the ways people move around and through the district.

Building on the enthusiasm of a new Safe Routes to School coordinator and the strong relationship between the community and the police department, the first step could be the creation of a Safe Routes to School plan for East End Community School. The planning process offers another opportunity to strengthen relationships within the district and to build positive momentum through a shared goal of a safe place for students to walk and ride. The National Safe Routes to School Partnership has a readily-adaptable set of measures that could be implemented at low cost right away.

Examples include:

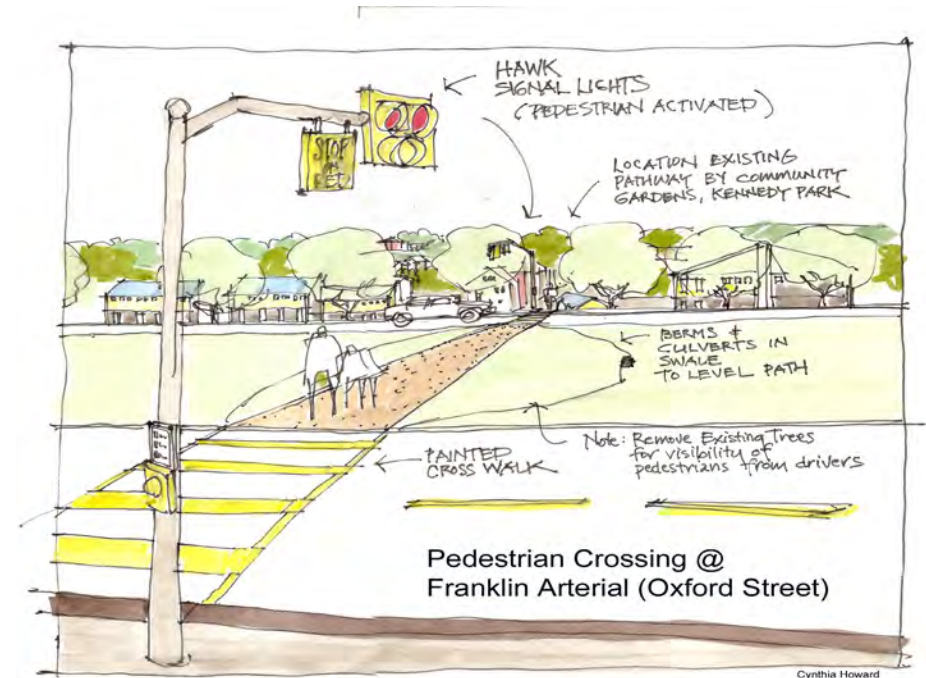
- A walking school bus
- Contests to log the most miles walked or biked to school
- Bike rodeos
- Junior crossing guard programs
- Establishing walking and cycling routes to school

The following pages include short and long-term recommendations for capital projects to improve walking and cycling within the neighborhood.

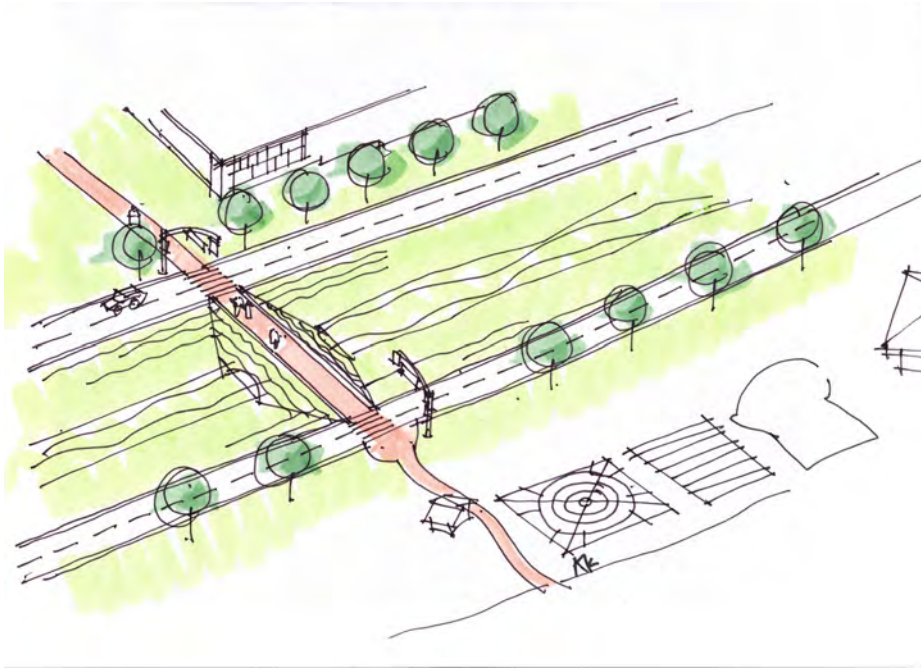
Potential Connection: Franklin Arterial

Franklin Arterial is the subject of a longer planning process currently underway. Likely outcomes include larger capital projects that could take several years to fund, design, permit, and build. In the meantime, a simple short-term project that could be readily expanded as part of a larger vision is a marked crosswalk aligned with the informal path at Oxford Street.

Since Franklin Arterial is a multi-lane street, the most appropriate crossing treatment is either a full pedestrian signal or a beacon such as the HAWK. The HAWK signal is an actuated signal that rests on dark until a pedestrian pushes the button to activate the signal. The signal then shows a yellow and red indication to drivers while pedestrians



get a WALK indication. The HAWK is approved for use in the newest version of the Manual on Uniform Traffic Control Devices.



Potential Connection: Oxford Street Bicycle Boulevard

Oxford Street between Washington Avenue and Franklin Arterial is a quiet, low volume street which could be appropriate for a type of shared lane bikeway known as a Bicycle Boulevard. Bicycle Boulevards are typically residential streets with average daily vehicle volumes of 3,000 or fewer, which include special pavement stencils, wayfinding elements, and traffic calming devices. They provide a comfortable ride for cyclists and are often used to direct less experienced cyclists to routes off of busier streets. They also include bicycle-friendly measures at street crossings such as moving stop signs off the bicycle boulevard to the cross street or even bicycle signals at busy

arterials. Bicycle Boulevards have been in use in Palo Alto and Berkeley, California for the last decade and are growing in popularity. The Initiative for Pedestrian and Bicycle Innovation (IPBI) in Portland, Oregon recently issued the Bicycle Boulevard Guidebook, which includes details about the elements of a successful bike boulevard.



Elements of bicycle boulevards include special pavement stencils and signs as well as traffic calming measures such as traffic circles or street closures that are permanent for cyclists and pedestrians.



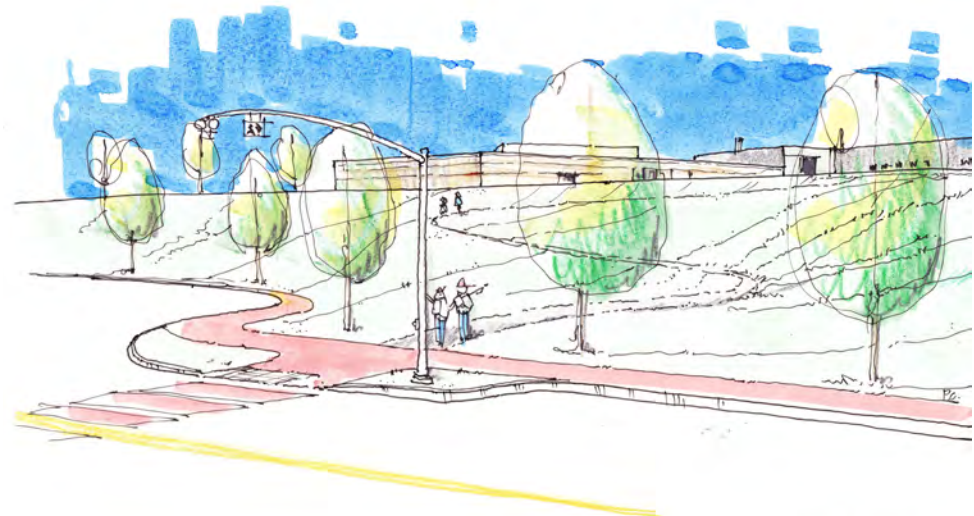
Potential Connection: East End Community School

The first challenge to connecting East Bayside to East End Community School is crossing Washington Avenue. That requires both adding a controlled crossing, for example, a “hawk signal” as shown in the sketch below and slowing down the traffic that is exiting the Interstate.

The next challenge is walking up the hill. There is currently no sidewalk on Washington Avenue to the school and, if there were, it is not likely anyone would use it as it is a rather indirect route. A path up the slope with pedestrian-scale lighting could provide a more usable route.



Existing view of Washington Avenue at East Promenade.



Washington Crossing
Pat Carroll

Sketch of controlled crosswalk and path to the East End Community School.

4. Community as A Green Machine: Sustainable Infrastructure

Green Stormwater Infrastructure

Portland is currently experiencing combined sewer overflows (CSOs). This occurs when stormwater and sewerage are carried in a single system and the flows overwhelm the pipe and/or treatment capacity. Relief points (CSO's) overflow into surface water bodies preventing sewerage from backing up into streets and buildings.



High Point, Seattle



Port Townsend, WA



Maynard Green Street, Seattle

A report was completed with projects identified throughout the City to minimize or eliminate overflows. We would recommend reviewing Green Stormwater Infrastructure as a solution for this basin. If it is determined storm flows from this basin are contributing, installing rain gardens, bioretention areas, rain barrels and planting underutilized rights of way and properties is an efficient way to remove stormwater from the combined system or provide treatment of stormwater if systems are ultimately separated. The Cities of Portland, OR, Seattle, WA, Cleveland, OH are just some of the municipalities

using Green Stormwater Infrastructure as a way of meeting their regulatory goals while improving streetscape, walkability, creating gathering places and providing traffic calming. There are approximately 2-3 overflows in the East Bayside area.



Energy

The least expensive way to ensure there is sufficient energy for the region

is conservation. Efficiency Maine (www.efficiencymaine.com) provides free walk-through energy audits to small businesses and provides potential loans and other financial resources to implement the recommendations.

The next least expensive approaches are passive solar and solar hot water systems. The solar hot water systems can be installed as part of a building or connected to a district energy approach. There are large areas of flat roofs in the industrial area which receive large amounts of unobstructed sunlight.

Included in the range of resources provided by Efficiency Maine is a potential low interest loan for geothermal, insulation, and refrigeration upgrades. A geothermal system uses the temperature of ground water to increase the efficiency of a heating and air conditioning system or to support an industrial process. This East Bayside area

of the City has a high groundwater table and therefore would be a prime candidate for geothermal heating and air conditioning systems, again either as part of a district energy system or for an individual building.

There are several renewable sources of energy in the area as well as nuclear power sources in the region. The peak flows for the Portland area are provided by an oil burning plant. One possibility for the industrial area and including potential re-development in affordable housing would be creating a district energy system. The system could be fueled by biomass (biological material derived from living, or recently living organisms – wikipedia) delivered by rail cars. The waste products of clean green programs and the natural by products of the logging industry are local and readily available sources of energy in comparison to petroleum based fuels. The systems can be set up in a staged manner to be implemented and expanded over years and potentially decades.

The waste energy from industrial processes can be utilized to heat housing units in the evening. Similar systems are being investigated for college campuses, as well as in Pioneer Square in Seattle, and these technologies have been utilized for decades in places like Copenhagen and Malmo Sweden.

The hot water district systems provide both hot water and heat without each housing unit having a large inefficient hot water heater. The initial capital costs provide one of the largest barriers to implementation. Having light industrial areas in the

vicinity to rail adjacent to multifamily housing provides one of the best scenarios for implementation.

Reclaimed water

With the local sewer treatment plant just north of East Bayside, we would recommend reviewing the irrigation demands of Fox Field, the Eastern Prom, East End Community School and adjacent green spaces. If these areas are currently receiving large volumes of irrigation water or they would benefit from receiving irrigation. The sewer treatment plant can sell the reclaimed water to private and public clients such as parks department, school district and mechanical process water in the industrial area. In the City's overall approach for managing resources, this approach can conserve drinking quality water while providing an income source to the treatment facility.

Sea Level Rise

Currently, during high tides with storm events, the sea level elevation comes close to the operating level of the wastewater treatment plant. The elevation of the industrial area of East Bayside allows flooding when there are storm events coinciding with high tides. If new storm outfalls are provided as part of the combined sewer overflow improvements, tide gates would be recommended. The existing outfalls should be retrofitted with tide gates. When properties are redeveloped, reviewing the possibility of raising finish floor elevations in the lower areas during permitting of new buildings. The Green Stormwater Infrastructure approaches listed throughout this document will assist in minimizing the peak storm flows.

APPENDICES

Appendix 1: Additional Resources & Information for Youth Development and Engagement

AUTHENTIC YOUTH CIVIC ENGAGEMENT EXAMPLES: NEIGHBORHOOD RELATED OPPORTUNITIES

The following are examples of how other communities are engaging young people within the neighborhoods in which they live, as well as sites that provide information about how to create an engagement opportunity. Some of these links also provide examples of engagement opportunities that could be created within Portland's schools, community-based organizations or the city. These are not presented as recommendations, but as a way to generate thought and the exploration of possibilities. The EBNO should explore what is right for the East Bayside neighborhood and, in partnership with young people, take the time to create your own ideas using these examples. Each example has a short description and, when available, a link to find out more information. The examples are separated using the Authentic Youth Civic Engagement triangle and two additional categories, General and Youth Activism.

What Kids Can Do (<http://www.whatkidscando.org/>) is a great site for exploring a vast array of youth engagement examples. Based in Providence, R.I., What Kids Can Do (WKCD) is a national nonprofit founded in January 2001. Using the Internet, print, and broadcast media, WKCD presses before the broadest audience possible a dual message: the power of what young people can accomplish when given the opportunities and supports they need and what they can contribute when we take their voices and ideas seriously. The youth who concern WKCD most are those marginalized by poverty, race, and language. On this website, WKCD presents

young people's lives, learning, and work, and their partnerships with adults both in and out of school. The publishing arm, Next Generation Press, honors the power of youth as social documenters, knowledge creators, and advisors to educators, peers, and parents. WKCD is a grant maker, too, collaborating with youth on multimedia, curricula, and research that expand current views of what constitutes challenging learning and achievement.

The Free Child Project's mission is to advocate, inform, and celebrate social change led by and with young people around the world, especially those who have been historically denied the right to participate. This is one of the most comprehensive sites there is about youth and their rights. <http://www.freechild.org>

Connect for Kids and ***Child Advocacy 360*** work to: (1) Connect concerned adults and young people—whether they're new to the issues or already activists—to compelling, accurate information and context on children's issues, as well as tools to take action, (2) Help child- and youth-focused organizations effectively reach a broad audience—the public, professional peers, and policymakers—with their content and materials, and (3) Break down silos in the broad child and youth field and strengthen connections among organizations and agencies to create a stronger, unified voice for children and youth. Through their website, Connect for Kids gives visitors the information and tools they need to learn about issues affecting children, families, and communities and to take action to improve policies and programs, and, ultimately, the fabric of our nation as a whole. <http://www.connectforkids.org/>

Advocates for Youth is an international organization that provides important health and well-being information to young people. They also have great links to sites that promote youth engagement and volunteering. <http://www.advocatesforyouth.org/youth>

Project, Tasks and Services Opportunities

The key elements of this type of AYCE opportunities are:

- That young people can serve in a variety of different roles,
- Most opportunities are short-term in duration, with short-term solutions,
- A minimal amount or no training is required,
- The issues addressed are usually specific in nature,
- Provides a positive experience, allowing participants to feel good about contributing,
- It increases neighborhood involvement,
- When opportunity involves a group it often includes opportunities for relationship building,
- Allows youth to test their interest in engagement activities,
- Almost any youth can find something that interests them or about which they are passionate,
- Provides real value to the neighborhood with a minimal output of time, resources or effort,
- Often allows a very young person to contribute to his or her neighborhood.

Examples of Projects, tasks and services include:

Manatee County, FL: A great website to see the possibilities of a communitywide effort to engage teens in meaningful service projects is from Manatee County Florida.

Their <http://www.volunteermanatee.org/> website includes the Manatee Club which helps teens in the county find exciting and important volunteer opportunities.

Neighborhood Partnership Network: This site identifies a number of neighborhoods who have found ways to engage young people in improving the neighborhoods in which they live. http://www.npnnola.com/associations/neighborhoods/find_by/service/17/youth-engagement

City/Neighborhood Partnerships:

Here are some ideas for how neighborhoods can partner with the city to ensure that young people can become engaged in projects, tasks or service oriented opportunities that will address important issues within their neighborhoods.

- Parks and Recreation Department: Young people have much to offer as volunteers in parks and recreation services offered by the City of Portland. There is currently no formal youth volunteer effort underway, but this could be developed as part of this initiative. Examples of cities/states that are currently engaging youth in their recreation services are:
 - o Scottsdale, AZ <http://www.scottsdaleaz.gov/volunteer/parksrecreation.asp>
 - o Bloomington, IN <http://bloomington.in.gov/parksvol>
 - o The State of Oregon <http://www.oregon.gov/OPRD/VOL/volunteer-ysadesc.shtml>

- Police Department: Law enforcement officers and young people can work together in a number of ways to increase safety, reduce juvenile crime, create a better image of both groups and to build lasting positive relationships that can increase the potential that the young people will want to become officers and that officers will have an increased tolerance for the young people they encounter. Portland's Police already focus a lot of programs toward young people and use a community policing approach which is much more youth friendly. Building on these makes great sense. Work with Officer Petty to explore more ways to build on this partnership. Some sites worth visiting include:
 - o CT Office of Policy & Mgmt: <http://www.ct.gov/opm/cwp/view.asp?a=2974&q=383636>
 - o Constitutional Rights Foundation: <http://www.crf-usa.org/cops--kids-working-together-for-peace-on-the-str/cops--kids.html>
- Community Development: Throughout the nation, many community development organizations and initiatives are reaping the benefits of youth involvement in their work: deeper engagement with the communities they serve, reenergized staff and volunteers, and unique insights that give their work greater impact:
 - o NeighborhoodWorks America: <http://www.nw.org/Network/comstrat/youth/default.asp>
 - o Community Youth Development – Sarasota FL: <http://www.cydonline.org/>

Other Possible Opportunities:

Youth Ambassadors: Youth Ambassador Initiatives take on a variety of approaches but all have the end goal being involving young people in ways that demonstrate their commitment to making the community a better place for everyone.

- Youth Ambassadors of Seattle WA -- Together We Can: -- <http://youthambassadors.net/>
- Youth Service CA: <http://yscal.org/cm/Programs/CATALYST/CATALYST.html>
- D250 Make Your Mark: <http://www.d250.ca/media.asp?ID=34>

There are really an unlimited number of possible AYCE opportunities that can be creating in a neighborhood. The following is a brief list that will get you thinking:

- Helping Others Learn to . . . : Teaching others a skill that you have mastered is a wonderful way to be authentically engaged and a great way to help others. Every young person has something that they are good at and creating a system in Greenville where it is easy to share that "gift" would be a great strategy for this initiative. Examples include a reading volunteer who acts as a tutor, helping illiterate children and adults learn this important skill, a high school sports team that volunteers to teach their skills to younger kids, or young musicians who can introduce others to the joy of music. There are limitless possibilities within this category.
- Supporting Those in Need: There are always people in every neighborhood that from time to time can use a little extra help. Whether that could be accomplished with a food drive, helping to fix up a house of an elderly couple, running errands for those who can't get around or any number of other services young people can help make any neighborhood a better place to live.
- Assisting within recreational opportunities: Young people, especially teens, can provide meaningful service by coaching, umpiring, being guides at Special Olympics, etc.)

- Environmental and cleanup approaches: Young people are often very passionate about the environment and how the neighborhood in which they live appears. Finding effective and meaningful ways to engage them in making their communities look better or to address an environmental issue that is impact where they live is a great way for adults and youth to rally around a cause. The following are a few examples to think about:
 - o Alternatives for Community and Environment: <http://www.ace-ej.org/reep>
 - o Other sites that provide interesting neighborhood based opportunities:
 - o Lubec, ME Aquaculture Project: <http://www.rachel.org/en/node/94>
 - o Boston MA The Food Project: <http://www.thefoodproject.org/youth/index.asp>
 - o Philadelphia Student Union: <http://www.thefoodproject.org/youth/index.asp>
 - o Cefocine, Guayaquil, Ecuador: <http://www.shinealight.org/CEFOCINE.html>
 - o Las Vegas, Nevada: <http://www.lasvegasnevada.gov/TextOnly/Find/4852.htm>

Input and Consultation Opportunities

The key elements of this type of AYCE opportunities are:

- Adults retain the power to decide, but make better decisions based on youth input
- Enhances problem-solving ability of adults dealing with youth-related issues
- Youth have the opportunity to share their perspective in safe and appropriate ways
- Youth and/or adults can set the agenda
- When input is provided over time some skill building and training may be required

- Can be a short- or long-term commitment and results
- Issues addressed can be broad or specific in nature
- Focus is to have a positive impact on more than just individuals

Examples of Input and Consultation include:

- Conversations with Kids: Conversations with Kids is a series of community forums designed to address issues such as these faced by Colorado's communities. The forums convene policy level community leaders, state and local government, research and grant making organizations and community action organizations to develop actionable ideas and move dialog from theory to application and mobilization. http://www.buildassets.org/connections/c4k/c4k_home.htm
- Youth Focus Groups – A youth focus group is a form of qualitative research in which a group of young people is asked about their attitude towards a product, service, concept, advertisement, idea, or packaging. Questions are asked in an interactive group setting where participants are free to talk with other group members. These groups can be facilitated by either an adult, a young person or by a combination of the two. These are only valuable if the young people are truly listened to and if those asking for input are asking for the right reasons. Often this approach is used by elected officials to present a picture of inclusion, without the intention of actually valuing what they hear.
- Youth Advisory Groups - Youth Advisory Groups are basically advisory groups designed to provide neighborhood decision makers with insights that would not occur without the input of youth. They can be developed to serve for a short period of time or they can be organized to exist in an ongoing manner.

- Spokane, WA: Teen Advisory Council - Formed in April, 1986, the Teen Advisory Council (TAC) provides an opportunity for teens in grades 8-12 from schools and organizations throughout Spokane County to get involved in community projects and initiatives of the Chase Youth Commission. <http://www.chaseyouth.org/>
- Farmington Hills, MI: The Farmington/Farmington Hills Mayor's Youth Council is a group of teens dedicated to bettering their city by creating programs that appeal to high-school students. The MYC gives teens the opportunity to have fun, make new friends, plan events, and get involved in their community. Members have the chance to get hands-on experience in local government by working with the City Council while learning leadership and organizational skills. This is civic training at its best, giving kids the outlets and tools they need to increase their understanding of how to run a municipal body and make a difference. <http://www.ci.farmington-hills.mi.us/F2H/MYC/OverviewMYC.htm>
- Hampton, VA: Hampton has young people serving on their neighborhood advisory committees. The Neighborhood advisory group's mission is, "Improve Hampton's neighborhoods by inspiring and involving youth in leadership, and creating a sense of unity between youth and adults. <http://www.altinc.org/projects/NYAB/NAYBindex.html>

Youth Advocacy:

Youth Health Advocates: The mission of the Youth Health Advocates Project is to create a network of service clubs at public and private high schools throughout Santa Clara County CA that will help nurture junior YHA clubs at elementary and middle schools in their local neighborhoods. This action will promote public awareness of the necessity of good nutrition and regular physical exercise to support wellness in their community and themselves. The goal is to recruit, train, and mobilize 1,000 Youth

Health Advocates by the year 2010, by creating a new kind of wellness movement that is of, by, and for young people who want to take an active leadership role in confronting important community health issues. <http://www.youads.org/>

Shared Leadership Opportunities

The key elements of this type of AYCE opportunities are:

- Responsibilities shared among all members (youth and adult)
- A far greater level of commitment is required of everyone
- Higher level of skills and training required
- Focus on broader issues (policies, strategic plans, shared authority, system changes, etc.)
- Has the greatest potential for impacting all youth
- Outcomes tend to be long-term solutions
- Changes the norm of who gets to be at the "table"
- Increases the leadership pool

Neighborhood Commissions: Neighborhood Commissions are structured and created as any other commission in a city. They have some power to act, but are primarily used as a way for elected officials to gain information and support for issues related to neighborhoods. Greenville does not have a Neighborhood Commission, however they do meet regularly with neighborhood leaders. Whether the city continues to use this format or if it creates a Neighborhood Commission young people should have the opportunity to serve as equal participants.

City of Hampton, VA: This 21 member Neighborhood Commission is a standing Commission within the city. It is made up of the leaders from the 10 neighborhood

districts, faith based leaders, non-profit leaders, school representatives, city staff and 2 youth members. The 2 youth members in turn facilitate a youth advisory group with 2 representatives from each of the 10 neighborhood districts. This affords the youth on the commission with the insights of youth from all the neighborhoods.

<http://www.hampton.gov/neighborhoods/commission.html>

Community/Neighborhood Youth Mapping approaches: Community/Neighborhood Youth Mapping (CYM) is a catalyst to mobilize youth and adults as they identify resources and opportunities that exist in their neighborhood. Through the CYM process, young people and adults canvass their neighborhoods in search of places to go and things to do. Using this data collection strategy, young people across the nation have identified a host of resources that may not be found in traditional directories. http://www.communityyouthmapping.org/about_cym.asp

AED has successfully assisted over 60 communities in the United States to implement a Community Youth Mapping initiative. All of these communities can be visited at the above site.

Youth as Voting Members in Neighborhood Associations: Neighborhood Associations are usually a group of individuals who serve as the leaders of their neighborhood. They are usually formal organizations with voting members and the members are chosen by their neighbors. Very rarely are young people a part of these groups. In fact members tend to be senior citizens who focus on keeping the neighborhood as it is or was as much as possible. However, as the demographics of the neighborhood

change these leaders often fail to consider the new needs that are being created. By including the diversity of the neighborhood, including its young people, better decisions are likely to occur.

Intergenerational Models of Community Organizing: Southern Echo's underlying goal is to empower local communities through effective community organizing work, in order to create a process through which community people can build the broad-based organizations necessary to hold the political, economic, educational, and environmental systems accountable to the needs and interests of the African-American community. <http://southernecho.org/s/>

East Nashville – Oasis Community Impact: OCI is an initiative that works with youth to promote educational and economic equity for urban students, schools, and neighborhoods by cultivating grassroots leadership through a youth organizing strategy. <http://www.teenedge.com/article.aspx?iid=1143&tid=10&cid=19>

Youth Activism Opportunities

Youth activism is best summarized as youth voice engaged in community organizing for social change. Around the world young people are engaged as activism planners, researchers, teachers, evaluators, social workers, decision-makers, advocates and leading actors in the environmental movement, social justice organizations, campaigns supporting or opposing controversial issues. Within neighborhoods young people would identify issues of importance to them and their neighborhood,

research and analyze the causes, issues and solutions, and develop and carry out action plans to effect social change. Some inspiring examples of youth in activist roles follow.

Teens Turning Green is a national coalition of teens educating peers and community members about safe, healthy, and green lifestyle choices. The campaign focuses on the daily chemical exposures in our schools and communities that harm our health. Teens across the country work to advocate for policy change to protect our health and inspire actions that sustain our earth. <http://www.teensturninggreen.org/>

Youth Empowerment Center (Oakland, CA) - This is the youth empowerment center website with information about several Bay Area youth organizing groups. <http://www.youthec.org/>

Homies Unidos (Los Angeles, CA) - A non-profit dedicated to positive organizing among Latino youth gangs. The site includes useful research and other related material. <http://homiesunidos.org/>

Ya-Ya Network Youth Activists/Youth Allies (New York, NY) - A NY citywide network of young activists, their adult allies & established youth programs. They are anti-racist, anti-sexist allies with the LGBTQ community. They are an activist organization staffed by youth 15-19, primarily youth of color. They organize around the issues that impact on the quality of life of young people in NYC with a particular focus on counter-military

recruiting and the links between militarism and other social justice issues. <http://www.yayanetwork.org/>

Ruckus Society (Oakland, CA) - The Ruckus Society provides training in the skills of non-violent civil disobedience to help environmental and human rights organizations achieve their goals. The site offers training manuals for non-violent protest and information about action camps. <http://www.ruckus.org/>

Global Youth Connect (Mountain View, CA) - The mission is to build and support a community of youth working to defend human rights and social justice and to inspire and empower a new generation of youth to act for meaningful social change. <http://www.globalyouthconnect.org/>

The Young & the Restless - Highlander Center (New Market, TN) - Offers the democratic space and the skills for youth aged 15-21 to find their own voices and leadership. The program works with young people in a number of ways, including extensive outreach, field visits, and ongoing backup to support youth activists in their communities; and an intensive, youth-led camp called Seeds of Fire that gathers 20-25 young activists and provides them with peer-based training and experiences that open up the concepts of youth power, critical thinking about organizing, and ownership of their own projects and organizations. <http://www.highlandercenter.org/p-seeds-of-fire.asp>

The Center for Teen Empowerment (Boston, MA) - The mission of the Center for Teen Empowerment is to realize the potential of inner-city youth to build healthier and safer communities and schools. Teen Empowerment hires and trains urban youth, including at risk youth, to be community organizers. Programs are based on the belief that urban youth represent a valuable, untapped resource and can significantly contribute to the rejuvenation of neighborhoods and local institutions. <http://www.teenempowerment.org/>

Seattle Young People's Project (Seattle, WA) - Seattle Young People's Project is a youth-led youth empowerment organization set up to provide young people with a voice to effect social change. <http://www.sypp.org/>

Just Act! for Human Rights (Washington, DC) - Changing young people's lives by helping them develop the leadership and vision necessary to advocate for meaningful change in their communities. <http://www.streetlaw.org/en/index.aspx>

Youth Speaks (San Francisco, CA) - Building and nurturing the next generation of leaders through the written and spoken word. Innovative programs nurture and develop the youth voice and promote positive social dialogue across boundaries of age, race, class, gender, culture, and sexual orientation. Throughout each facet of the organization, Youth Speak encourages active literacy, honest writing, and critical thought. <http://www.youthspeaks.org/>

Mobilizing America's Youth (Berkley, CA) - An all-partisan network dedicated to educating, empowering, and energizing young people to increase our civic engagement and political participation. <http://www.mobilize.org/>

Appendix 2: Notes From 3.30.10 SDAT Crowdsourcing Focus Group

Places of Destination/Sense of Community						
1 Year	1-5 Years	5 Years	Notes	Checks	Stars	\$\$\$\$\$
Assessment of available space/current resources (meeting, studio, performance, creatives, talent.			Neighborhoods or citywide?	5		
Work plan/development plan for achieving realization of physical structure/building/community center.			Business plan needed			
Hold roundtable, public input sessions (invite schools, students, teachers to process).			Offer at neutral location	2		
Kickoff art or cultural event (Peppermint Park art celebration or N. Boyd trail connection).				5		
Neighborhood ownership exploration						
	Purchase property or building for development of community space (for local organizations, arts, etc.)		1. Support local ownership 2. Will it create jobs for neighborhood families & at what wages? 3. Could this be physical space for suggested business incubator? 4. Show me the \$\$\$-business plan	7		2
	Proactive push to highlight existing cultural resources, pull more in (galleries, artists).			2		1
	Continue to assess/track progress					

Attainability/Housing						
Up to 1 Year	1-5 Years	5 Years	Notes	Checks	Stars	\$\$\$\$\$
What are barriers to more housing?				1		
Identify sites (redevelopment)				4	1	
See where local business employees work-survey? Ask what kind of housing they would demand and dialogue with businesses.			Assess links to public transportation.	1		
Convene with developers.						
	Arterial plan with preferred alternative (will include new developable land) with concept designs/visioning.			1		
	Stengthen inclusionary zoning (3 years) Density bonuses for affordable housing.			1		
	Focus on family housing with associated amenities: open space, youth programs, etc. Stem loos of families to suburbs.		1. Access to childcare. 2. Bring in first time home owners or renters (young families). 3. Seattle is a great example of including families in the downtown development plan.	3		
		Add 200 units of housing (100 affordable and 100 market rate)	1. Mix of all income levels is important. 2. May be too high of a number 50/50?	6	1	
		Reinvigorate Public Housing (10+ years)		8	1	

Small Business Development & Job Creation

Small Business/Jobs	Up to year 1	1-5 Years	5+ Years	Notes	Checks	Stars	\$\$\$\$
	Jobs for youth partner with small businesses (casey) 16-20 years of age			1. Start early in schools 2. Jobs in restaurants, farms, with artists & trades. 3. Sounds nice- make it work. 4. Like does for Maine graduates- CF opportunity Maine	11		
	Mentoring programs (business to business)			1. Very effective when happens holistically, otherwise not helpful. 2. Maine's Womens Fund program "Women Standing Together" could be helpful	5		1
		Business Incubator		1. Is it needed? Yes for arts businesses, agricultural business projects	1	1	1
		Sector Focus Business Development i.e. Restaurant strip, artists		Identity- Washington Avenue and Congress are well defined but not industrial area	4	1	1
			Pipeline job development: Apprenticeship, education, incubation, entrepreneurship	1. Focus on agricultural/food, the arts & manufacturing. 2. Start within 2.5 years of 5 year period.	6		
			Grow bigger small businesses (with triple bottom line lens).	1. Need clear guidelines/vision. 2. Keep to "sector" focus. 3. Do we want bigger businesses in this neighborhood?	1	1	1

Creative Industry Zoning District							
Zoning	Up to year 1	1-5 Years	5+ Years	Notes	Checks	Stars	\$\$\$\$
ILB to B-5		Arts retention program with incentives		1. Bonuses/retention: Just the arts? 2. Affordability	0	0	0
						1- Somewhere in between the two options	
Modified B-5 with arts bonus		Modified B-5 with arts bonus		1. Is there enough ILB in the city? 2. Cultural heritage 3. Local ownership 4. Need to keep light industrial for the arts	12	0	0

TEAM ROSTER

Portland, ME Sustainable Design Assessment Team Members



J. TODD SCOTT, AIA – SDAT TEAM LEADER

Todd is a licensed architect who specializes in historic preservation and downtown revitalization. His preservation experience includes stints with Oklahoma City, as historic preservation officer, and with King County, Washington, where he currently provides assistance for historic properties in that county and sixteen suburban

and rural communities. He recently completed the intensive level survey of 175 historic barns on the Enumclaw Plateau and 200 historic residential and commercial properties in Kent, both in King County.

He has been involved in the rehabilitation of hundreds of structures in dozens of small downtowns as the state architect for Oklahoma Main Street and for DesignWorks, an arts-based design charrette program. Todd also served as community development director and assistant city manager for the city of Astoria, Oregon. He has presented at numerous state, regional, and national conferences on topics ranging from sustainability in design to mounting grass roots campaigns for endangered structures. Todd has served on the boards of various non-profit agencies including heritage organizations, community development corporations, urban renewal authorities, and architectural foundations.



PATRICIA SMITH, ASLA, AICP - CONNECTIVITY

Patricia Smith, ASLA, AICP has more than 20 years experience providing urban design and landscape architecture services to private and public sector clients. She specializes in streetscape improvements. With ZGF, she prepared the Master Plan for Santa Monica Boulevard in West Hollywood which received a

national AIA Urban Design Award in 2001, followed by the landscape design plans for the boulevard, including extensive median landscaping. Construction was completed in 2001. She designed and prepared construction documents for Phase 1 streetscape and landscape improvements in the Los Angeles Sports and Entertainment District around Staples Center and prepared the Streetscape Master Plan for future improvements. Pat prepared the Mission Street Specific Plan for the City of South Pasadena in 1995 and more recently prepared a Downtown Streetscape Plan and construction documents for the same area. She worked with the local community in the residential South Park community of Los Angeles to design Venice Hope Park, which includes an integrated public art component. She has prepared more than 20 landscape plans for elementary, middle and high schools, with an emphasis on replacing asphalt with play fields and planting area and providing shade through strategic tree planting.



SELETA REYNOLDS, AICP – BICYCLE AND PEDESTRIAN PLANNING

Seleta Reynolds, AICP has 12 years of experience planning, funding, and implementing active transportation projects. She is the leader of Fehr & Peers's Pedestrian and Bicycle Discipline Group, meaning she is involved in most complex bicycle

and pedestrian-related studies conducted by the company, and she manages the firm's Seattle office. She serves on the TRB Pedestrian Committee, the WalkScore Advisory Board, the National Complete Streets Steering Committee, and as the President of the Association of Pedestrian and Bicycle Professionals. She has lectured on complete streets for Portland State University, the University of California at Berkeley, and San Jose State University. Seleta contributed to the National Safe Routes to School toolbox and the upcoming AASHTO Guide to the Development of Bikeways. Recent projects include bike design guidelines for the City of Redmond, WA; a multi-modal plan for Cal State Long Beach, CA; Safe Routes to School plans and designs for Sonoma and Santa Clara, CA; and bicycle master plans for the cities of Kent and Des Moines, WA. She has written grants totaling over \$2 million for bicycle and pedestrian projects throughout the west. Prior to joining Fehr & Peers in 2001, she was the bicycle and pedestrian coordinator for the City of Oakland, California. One of her favorite recent projects done in her spare time was a civic art collaboration with Steve Lambert to create a series of posters envisioning the future of transportation unconstrained by politics, funding, or feasibility. The posters were

installed in kiosks along Market Street in San Francisco, CA (<http://visitsteve.com/work/wish-you-were-here-postcards-from-our-awesome-future-2/>).



NEIL TAKEMOTO – CREATIVE ECONOMY/ COMMUNITY

Neil Takemoto is the founding director of CoolTown Beta Communities, a crowdsourced-based placemaking and economic development firm codeveloping natural cultural districts with creatives. His work over

the last 14 years has been committed to the development of places with significant economic, environmental and social benefit, currently working in Syracuse, New Orleans and Washington DC.

Neil is the founder of CoolTown Studios, a 'crowdsourcing cool places for creatives' blog/news site that attracts 40,000 unique visitors a month. It has been featured in Architect Magazine and the ULI's annual developers conference.

He is also the cofounder of Bubbly, a crowdsourcing web application, and Mobfuse, a crowdsourcing consulting firm. With Andres Duany, Neil co-founded the National Town Builders Association in 1997, the only business trade group of Smart Growth/ New Urbanism real estate developers. Prior to that, he founded a national nonprofit educational clearinghouse for the New Urbanism field.



RICHARD GOLL – YOUTH DEVELOPMENT

Richard Goll, co-founder and principal officer of Onsite-Insights, has over 35 years of experience in the field of youth development, with the last 15 focusing on youth and adult partnerships and youth engagement. From 1973 to his retirement

in 2001, Rich was Chief Executive Officer of Alternatives, Inc., a not-for-profit youth development organization in Hampton, Virginia, specializing in youth engagement and the creation of youth and adult partnerships. During this time, he guided the agency through many phases, each of which has been recognized for excellence at a local, state, and national level.

From the late 1960s through the early 1980s, Rich was responsible for the development and implementation of substance abuse treatment and prevention services in Maine, New York, and Virginia. In 1985, Alternatives, Inc. was recognized as the premier school-based substance abuse prevention service in the country. Also during this time, Rich co-founded and was a president of the Virginia Association of Drug and Alcohol Programs. He was instrumental in the development of the original certification process for Virginia's substance abuse counselors and served on a White House Commission studying national policy governing substance abuse services for youth.

In the early 1990s he guided the organization from substance abuse specific work into the field of youth development. He also was one of the chief architects for the youth civic engagement initiative in Hampton. This initiative was recently awarded Harvard's

2005 Innovations in American Government Award. When he retired, Alternatives Inc. was providing 34 different services that served as laboratories and research efforts for determining the most effective youth development, youth and adult partnership or youth engagement practices.

Currently he speaks and trains across the country on topics including youth master planning, youth engagement, youth and adult partnerships and organizational visioning and culture. He serves as a trainer and curriculum specialist for Search Institute, and consults with school districts, city governments, foundations and commissions, as well as local, regional, state, and national service organizations. He has authored or assisted in the development and publication of numerous articles, manuals, and curricula.



REEMBERTO RODRIGUEZ- HOUSING/ NEIGHBORHOOD REVITALIZATION

Reemberto Rodriguez recently became the Director of the Silver Spring Regional Center. In this appointed position he is responsible for the efficient and effective delivery of public services and policy development for a major unincorporated area in Montgomery County,

Maryland. Previously, he was the Training Manager for the Community Building and Organizing Professional Certificate Program at NeighborWorks America's Training Institutes. He coordinated the curriculum for this Program as well as the curriculum for the Community Leadership Institutes, a regular convening of residents, volunteers, and partners of NeighborWorks Network member organizations. He

has worked for NeighborWorks America's Organizational Assessment Division and Field Offices. Reemberto's background includes community organizing, leadership development, civic participation, community design, urban planning, and teaching at the graduate level. He was an active member in his neighborhood in Atlanta for over 30 years before moving with his family to the Washington D.C. area three years ago. Reemberto holds Masters degrees in Architecture and Community Development; and is a graduate from the Development Training Institute fellowship program. He lives near downtown Silver Spring with his wife and two sons.



**DAVE RODGERS, PE, LEED AP- GREEN
INFRASTRUCTURE**

Dave Rodgers, PE, LEED® AP is a principal civil engineer at SvR Design Company, a Seattle-based landscape architecture and civil engineering firm specializing in integrated and environmentally responsible design.

SvR's areas of practice include green infrastructure, complete streets, civic and community centers, mixed-use development, housing, parks and recreation, and environmental restoration. Dave has worked on a variety of projects from affordable housing redevelopments, to infill housing and living buildings, to parks and arterials. He also has extensive experience with low impact drainage design including natural drainage systems. He led the design of the third phase of the 102-acre HOPE VI NewHolly Housing Redevelopment and has led the design for a number of community oriented streetscapes, parks and trails, including the implementation of the Seattle Bicycle Master Plan. Dave is a professional engineer

with 17 years of experience; he holds a degree in Civil/Environmental Engineering from Clarkson University.

AIA STAFF:

ERIN SIMMONS

Erin Simmons is the Director of Design Assistance at the Center for Communities by Design at the American Institute of Architects in Washington, DC. Her primary role at the AIA is to provide process expertise, facilitation and support for the Center's Sustainable Design Assistance Team (SDAT) and Regional and Urban Design Assistance Team (R/UDAT) programs. In this capacity, she works with AIA components, members, partner organizations and community members to provide technical design assistance to communities across the country. To date, Erin has served as staff lead on over 30 design assistance teams. Prior to joining the AIA, Erin worked as senior historic preservationist and architectural historian for an environmental and engineering firm in Georgia, where she practiced preservation planning, created historic district design guidelines and zoning ordinances, conducted historic resource surveys, and wrote property nominations for the National Register of Historic Places. She holds a Bachelor of Arts degree in History from Florida State University and a Master's degree in Historic Preservation from the University of Georgia.

JOEL MILLS

Joel Mills serves as Director of the Center for Communities by Design at the American Institute of Architects. He provides process expertise, facilitation and support for the Center's Sustainable Design Assistance Team (SDAT) and Regional and Urban Design

Assistance Team (R/UDAT) programs. In this capacity, he works with AIA components, members and partner organizations to provide technical assistance to communities across the country on sustainability and urban design. His expertise is in civic health and governance, and includes community-based technical assistance, process design, facilitation and training across a number of fields including juvenile justice reform, local government, education, family strengthening, civic media and emergency management. During the 1990s, Mr. Mills spent several years supporting international democratization initiatives by providing technical assistance to parliaments, political parties, local governments, civic and international organizations. His scope of work included constitutional design and governing systems, voter and civic education, election monitoring and administration, political party training and campaign strategy, collaborative governance, human rights and civil society capacity building. He maintains active memberships in the International Association of Facilitators (IAF), the International Association for Public Participation (IAP2), and the National Coalition for Dialogue and Deliberation (NCDD). His work has been featured on ABC World News Tonight, Nightline, CNN, The Next American City, Smart City Radio, The Washington Post, and other major media sources.

ACKNOWLEDGEMENTS

Special Thanks To:

Applicant Sponsors

The East Bayside Neighborhood Organization (EBNO)

The Muskie School of Public Service – Graduate Program in
Community Planning & Development (CPD)

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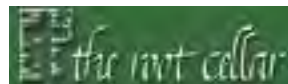
Local SDAT Executive Committee

Co-chair: Alan Holt- Adjunct Professor, Muskie School of Public
Service | CPD

Co-chair: Belinda Ray- Community Organizer, EBNO

Richard Barringer- Professor, Muskie School of Public Service |
CPD

Mac Collins- Maine AIA Executive Board



Kevin Donoghue- District 2 City Councilor, City of Portland

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Eric Stark- Professor of Architecture, UMA Architecture Program

Penny St. Louis Littell- Director, Portland Department of
Planning & Development

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Ethan Boxer- Macomber, Avesta Housing

Molly Casto- Senior Planner, City of Portland

Nan Cumming- Executive Director, Portland Trails

Joseph Gray- City Manager, City of Portland

Peggy Hinman- Outreach Coordinator, The Root Cellar

Kurt Holmgren- Portland Director, The Root Cellar

Craig Lapine- Executive Director, Cultivating Community

Greg Martin- EBNO

Markos Miller- Co-chair of the Franklin Reclamation Authority

Officer Gayle Petty- Senior Lead Officer for East Bayside,
Portland Police

Sally Struever- Co-chair of the East End Shops

Dana Totman- President; Avesta Housing

Business In-Kind Support

Alan Holt | Community Design Studio

Jed Rathband | Stone's Throw Consulting

James Redpath | Videographer

Community In-Kind Support

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Portland High School & the John Ford Auditorium

The Root Cellar

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Anthony's Italian Kitchen

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Fatima Aljabali

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Mary Lou Napolitano

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Barbara Ives- Project Assistant, New England Environmental Finance Center

Project Support: Muskie School/CPD Planning Workshop 2010

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PLANNING BOARD REPORT PORTLAND, MAINE

REVISIONS TO B-2, B-2B, AND B-2C ZONING TEXT CITY OF PORTLAND, APPLICANT

Submitted to: Portland Planning Board Public Hearing Date: April 22, 2014	Prepared by: Christine Grimando, Senior Planner Date: April 18, 2014
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I. Introduction

A public hearing has been scheduled to consider a number of revisions to the B-2, B-2b and B-2c zoning text. An earlier iteration of the changes were reviewed by the Council's Housing and Community Development Committee, as well as at the April 8, 2014 Planning Board workshop.

The changes are designed to meet the Council's goal of encouraging appropriately scaled and designed housing development. They also aim to simplify the dimensional standards that vary according to the adjacent use and/or zone. The full text of the draft amendment is attached for your review.

A public hearing was advertised on April 14th and 15th, notices were sent to the interested citizens list and posted on the city's web page.

II. Purpose Statement for B-2

The purpose statement for B-2, B-2b, and B-2c is provided below. The full text of the existing purpose statement is included in Attachment 1. Excerpts of some areas of B-2 zones from the Portland Zoning Map are included below the Purpose Statement summary for illustration. The entire Zoning map is included for reference as Attachment 2.

B-2 Land Use Policy. The purpose of the B-2 community business zone is intended to provide a broad range of goods and services, a mixture of large and small businesses as well as appropriate locations for the development of community centers offering a mix of commercial uses and services serving the adjoining neighborhoods and the larger community. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns, and be accessible by automobile, pedestrian, and bicycle. B-2 and B-2b are to provide locations for high to moderate density housing in urban neighborhoods along arterials.

The B-2 zone is found along arterials, where it is often a linear strip that abuts adjoining residential neighborhoods and zones. The B-2 zone is also the zone that encompasses areas developed as shopping centers.

Examples of B-2 zones include districts along Washington Avenue (former Andover College; Northport/Northgate area); Forest Avenue (Woodfords Corner to Morrills Corner); Brighton Avenue (Pine Tree Shopping Center area); St. John Street/Libbytown area and Congress Street (Westgate area).

B-2b Land Use Policy. The purpose of the B-2b community business zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists on-peninsula or in areas where a neighborhood compatible commercial district is established off-peninsula and each area exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood oriented building pattern.

The B-2b zone was developed in the late 1990s to support a more compact urban form for business districts on the peninsula as well as certain off-peninsula commercial corridors.

Examples of B-2b districts include Forest Avenue (I-295 to Woodfords Corner); Forest Avenue area (on-peninsula); Washington Avenue (on-peninsula); Congress Street (Longfellow Square to Bramhall area); Portland Street/Forest Avenue area and India Street area.

B-2c Land Use Policy. The B-2c zone is distinguished from the B-2 zone by an emphasis on protecting adjoining residential neighborhoods from the impacts of businesses that serve liquor and other uses incompatible from adjoining residential areas due to noise.

B-2c district includes the western side of Forest Ave. from Saunders St. (just north of Woodford's Corner) to the southern edge of Baxter Woods.

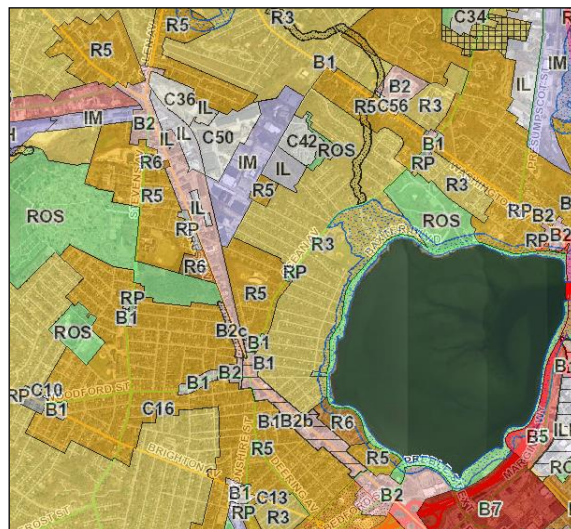


Figure 1, Existing Zoning on Forest Avenue

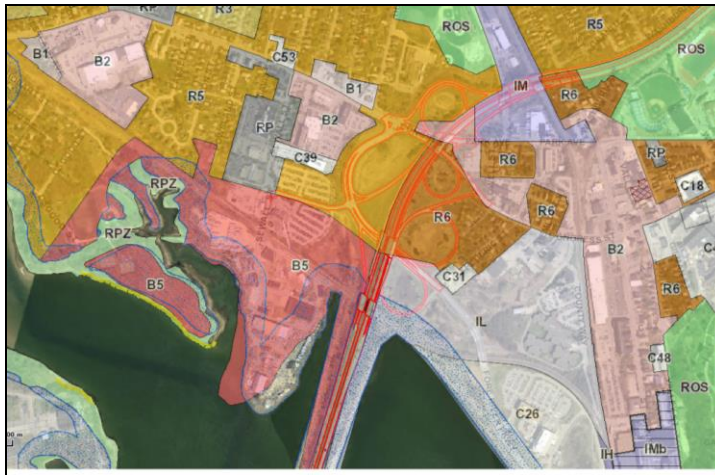


Figure 2, St. John Street/Libbytown area and Congress Street

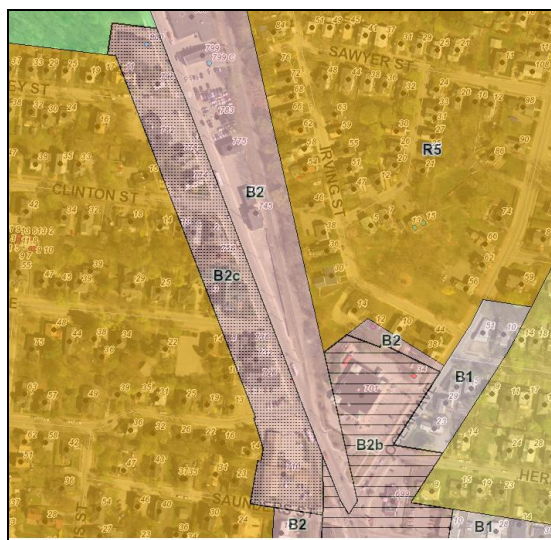


Figure 3, B-2c detail



Figure 4, Congress Street (Longfellow Square to Bramhall area)

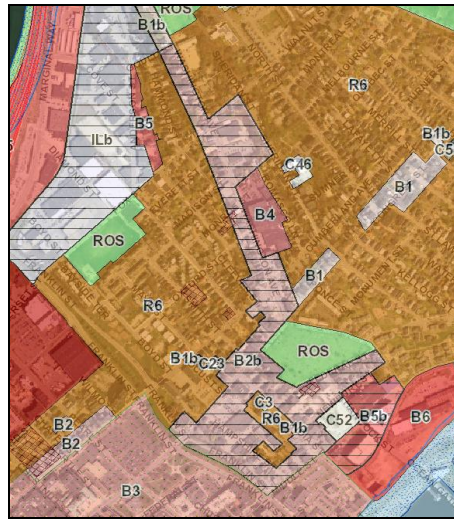


Figure 5, B-2b Washington Ave.

III. Comprehensive Plan Policies

Comprehensive Plan documents related to the proposed amendments are summarized below.

Portland's Comprehensive Plan, Volume 1, adopted in November 2002, updated in 2005, provides a policy framework for managing growth in the city. State Goal D, Encourage Decent Housing references and reinforces Housing: Sustaining Portland's Future through recommending a diversity of housing types and sizes, including *higher density housing such as row houses, small lots, reuse of non-residential buildings, and mixed-use buildings* (p. 44), and *Encourage higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation* (p. 44).

Housing: Sustaining Portland's Future. The housing component of the Comprehensive Plan, adopted in November 2002, contains numerous policies supporting a diverse housing supply. Particularly pertinent sections are excerpted below:

- *Policy #1, Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.* Recommendations for implementation of this policy include Housing in Business zones: Combine housing and economic development strategies to create high-density housing and mixed-use developments in business zones.
- *Policy #3, Maintain and enhance the livability of Portland's neighborhoods as they city grows and evolves through careful land use regulation, design and public participation that respects neighborhood integrity.* Recommendations for implantation of this policy include Housing Along Arterials: Maintain residential zoning along arterials and encourage increased residential densities and mixed uses within business zones.

Transforming Forest Avenue. This transportation and land use plan for the Forest Avenue Corridor was adopted by the City Council in June 2014 as an element of the City's Comprehensive Plan. Forest

Avenue is comprised of the B-2, B-2b, and B-2c zones. Transforming Forest Avenue includes land use, streetscape, and transportation related recommendations to encourage transit-supportive development and the evolution of Forest Avenue into a complete street. Section 3.2.1, Vibrant and Diverse Land Uses, recommends supporting a mixture of uses in close proximity to foster both economic vitality and safety. It also recommends sensitivity to commercial and residential use transitions through possible landscaping, screening, and other site design considerations. Section 3.2.2, Compact Uses, recommends concentrating development and activities along transit routes, with particular attention to creating an environment welcoming to pedestrians. These sections are excerpted below.

3.2.1 Vibrant and Diverse Land Uses:

- The existence of vibrant and diverse land uses should stimulate a variety of activity at all times of day in order to increase the economic vitality and perceived safety along the corridor.
- Mixed use is typically achieved by having a variety of uses located in close proximity, either within the same building or in adjacent structures. A typical example is to have commercial on the bottom floor of a building and residential above.
- Successfully mixing uses requires attention to the transition between the varied uses... Improvements can be made to accomplish a residential character without restricting mixed-uses. For example, residences can be buffered from busier parts of the corridor with landscaping. Building equipment can be attractively screened from view of residences.

3.2.2 Compact Uses:

- Increasing convenience by concentrating development and activities along transit routes increases the likelihood of transit use.
- Compact uses can be encouraged in a variety of ways, though the general approaches focus on either new development or infill of existing structures. Particularly in the commercial areas, incentives can be used to encourage new development to more fully realize the desired density within the current zoning code. Incentives for infill of existing development can also be used to increase density, and to enhance the pedestrian environment.

IV. Council Goals

One of the 2014 Council Common Goals and Objectives is to Promote Housing Availability. One of the stated housing objectives is for the Planning & Urban Development Department to rewrite portions of the zoning ordinance, including the B-2 portion, to allow for greater housing opportunities.

V. Proposed Zoning Text Amendments

The B-2b zone and amendments to the B-2 zones over the past few years were intended to support greater density and incentives for housing along commercial corridors; however, the revisions did not result in more housing. The proposed text amendments to the B-2 zones are spurred from a public policy desire to have a viable multi-family density standard. Currently, you can develop housing consistent with the density allowed in the nearest residential zoning district, or you can develop housing at a density of one unit per 1,000 square feet of lot area if the ground floor is used for commercial purposes. There is also an incentive to allow greater building heights for affordable housing projects. Various options were

discussed with the Council’s Housing and Community Development Committee, as well as at the Planning Board workshop. Based on those discussions, we are recommending several changes in the attached amendment. The first is to lower the 1,000 square feet per unit requirement to 435 square feet per unit. The second recommendation to come out of the HCDC meeting was to remove the requirement that the ground floor use be commercial in order to qualify for this higher density, while adding some additional criteria to insure a lively, urban ground floor, including residential uses. In addition, stronger language was proposed to prohibit parking within the front yard.

At the April 8th workshop the Planning Board requested that one set of setbacks be explored in the interest of clearer standards. Currently setbacks differ according to whether the property in question abuts a residential use, a residential zone, or a commercial zone. There was feedback from the public that a setback from a use is particularly unwieldy, as uses may change frequently. All reference to setbacks according to an adjacent use have been removed. Other, greater setbacks for parcels adjacent to residential zones have also been consolidated into one, unified standard.

These additional setbacks for residential uses and zones were clearly implemented to offer protections to residential properties from the relatively higher impacts of commercial uses. If the Board has concerns about these setbacks going away altogether the Board may want to modify setbacks as proposed. Another option is to not emphasize the required distance of the individual setback between the B-2 zones and adjacent residential zones so much as other site design tools that you have open to you in the review process. In the Transforming Forest Avenue report mention is made of sensitive transitions being important for residential and commercial properties that abut each other, but the emphasis is on landscaping, screening, connectivity, and design techniques that might accomplish this. With that in mind, addressing this topic with future changes in the Design Manual is another possibility.

Another policy change discussed by staff, but not presented here for consideration, was removing drive-throughs as a permitted use in the B-2b zone. Currently drive-throughs is #19 in the list of permitted uses when not adjacent to a residential use or zone, as well as conditional use #4 when adjacent to a residential use or zone. The elimination of drive-throughs in this zone would be consistent with the many City policies supporting a safe and vibrant pedestrian realm. This was not a topic mentioned in the public hearing notice, so it is not included in this amendment, but is flagged here as a potential future policy change for B-2b if the Board wishes to see a draft of this change brought forward.

A summary of the proposed text amendments is provided below. See Attachment 1 for the complete zoning amendments.

- A. Permitted Uses. Multi-family is currently a permitted residential use when located near particular residential zones or when in a mixed-use building. As proposed multi-family is allowed in each of the B-2 zones without qualification:

Sec. 14 182. Permitted uses.

...

(a) Residential:

2. Multi-family dwellings ~~are permitted when the nearest residential zone is R-4, R-5, R-6 or R-7. Multi-family dwellings are permitted in any structure with commercial uses in the first~~

~~floor regardless of the nearest residential zone;~~

- B. Dimensional Standards. The dimensional standards have been both substantively amended and reformatted into a table. Below is a comparison table of existing and proposed dimensional standards:

	EXISTING		PROPOSED
	<i>B-2 Entirely Residential</i>	<i>B-2 Not Entirely Residential</i>	<i>B-2</i>
Minimum Lot Size	None	None in B-2b	None
		10,000 sf. in B-2 and B-2c	
		10,000 sf. for intermediate, long term, or extended care facilities	
Minimum Street Frontage	None	50 feet	25 feet
Front Yard Setback Minimum	None	None	None
Rear Yard Setback Minimum	10 feet, except as provided for below:	10 feet, except as provided for below:	10 feet, except as provided for below:
	20 feet when abutting residential zone	20 feet when abutting residential zone	
	5 feet for accessory structures	5 feet for accessory structures	5 feet for accessory structures
	15 feet for portions of buildings over 45 feet in height		15 feet for portions of buildings over 45 feet in height
Side Yard Minimum	5 feet, except as provided for below:	None, except as provided for below:	None, except as provided for below:
	10 feet when abutting residential zone	10 feet when abutting a residential zone or first floor residential use	
	5 feet for accessory structures	5 feet for accessory structures	5 feet for accessory structures
	15 feet for portions of buildings over 45 feet in height		15 feet for portions of buildings over 45 feet in height
Side Yard on Side Street	None	10 feet minimum on side yards along side streets	<i>Removed altogether</i>
		10 feet maximum in B-2b zone except for newly constructed building on lot abutting 2 or more streets, for which one street front shall conform to the maximum front yard	
Front Yard Maximum ^[1]	Average depth of abutting developed lots on each side or as set by Planning Board ^[2]	Average depth of abutting developed lots on each side or as set by Planning Board ²	No more than 10 feet, except that the Planning Board or Planning Authority may approve a modified front yard setback for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. ^[2]
	No more than 10 feet in B-2b on-peninsula	No more than 10 feet in B-2b on-peninsula	
Height Maximum	45 feet in B-2 and B-2c	45 feet in B-2 and B-2c zones	45 feet except as provided for below:
		50 feet in B-2b	50 feet if first floor is partially or wholly occupied by a commercial use.
		65 feet in B-2 and B-2c zones on lots >5 acres, provided that all setbacks increase by 1 foot for each foot of height over 45	65 feet in B-2 and B-2c zones on lots >5 acres, provided that all setbacks increase by 1 foot for each foot of height over 45 feet.
	65 feet within 65 feet of Franklin St.	65 feet within 65 feet of Franklin St.	65 feet within 65 feet of Franklin St.
Maximum Impervious Surface Ratio	None		For residential uses: None
		80% in B-2 and B-2c	For all other permitted uses: 80% in B-2 and B-2c
		90% in B-2b	For all other permitted uses: 90% in B-2b
Minimum Lot Area per Dwelling Unit	Residential density requirements of the nearest adjacent residential zone.	<i>Multi-family dwellings above first floor commercial uses:</i> One thousand (1,000) square feet of land area per dwelling unit is required.	Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.
	On-peninsula locations, as defined in section 14-47: 435 square feet	On-peninsula locations, as defined in section 14-47: 435 square feet	On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.
Pavement Setback	10 feet from side or rear yard lines abutting residential zones	None	<i>Removed altogether</i>

^[1] Building additions do not have to meet this section.

^[2] If lot has less than 40 feet of frontage and is more than 100 feet deep then no maximum setback is required. If existing structures are within 20 feet of the street or meet the front yard maximum, and remainder of lot has less than 40 feet of frontage, then no maximum setback is required. Where setbacks exceed 10 feet, a continuous, attractive, and pedestrian-scaled edge treatment shall be constructed along the street, consisting of street trees spaced at no more than 15 feet on center, approved by City arborist, and a combinations of landscaping no less than 4 feet deep, ornamental brick or stone walls or ornamental fencing.

- C. Parking. Sec. 14-186, (d) has been amended to prohibit parking in the front yard between the street line and the required minimum setback line in B-2, B-2b, and B-2c, except where there are existing buildings that exceed the front yard setback in which case a maximum of 10% of the total on-site parking can be in the front yard setback.
- D. Active Street Frontages. Lastly, a new section, 14-188. Active street frontages, has been added. Both the stronger prohibition than existing on parking in the front yard setback, and the addition of active street frontage standards are aimed at creating conditions that will foster a safe and lively street presence, guided by the idea that these are greater predictors of vibrant street life than mandating ground floor commercial uses. The Active street frontage standard offers criteria for the primary building façade for qualifying as an active street frontage, and by extension, the greater density allowance: *A building will be determined to have an active street frontage upon meeting the following guidelines to the greatest extent practicable as determined by the Planning Board or Planning Authority: the primary building façade shall be within ten feet of the front street line; there shall be no parking on the lot within 35 feet of the front street line; no more than 25% of the first floor primary façade shall consist of access to garages, unutilized space, service entrances, storage or mechanicals, and the remaining minimum 75% shall have an average depth of a minimum of 20 feet for residential or commercial uses; all primary ground floor entries to multi-family buildings must orient to street, not to interior blocks or parking lots.*

VI. Staff Recommendations

The staff recommends that the Planning Board find the proposed text amendments to be consistent with the Comprehensive Plan and recommend to the City Council adoption of the proposed text amendments.

VII. Motions for the Board to Consider

On the basis of information contained in the Planning Report and testimony presented at the public hearing, the Board finds:

The proposed B-2, B-2b, and B-2 related zoning amendments (are or are not) in conformance with the City of Portland Comprehensive Plan and therefore (recommends or does not recommend) approval of the proposed zoning Amendments to the City Council.

Attachments:

1. Proposed Text Amendments to Portland Land Use Code, Div. 10. B-2 and B-2b Community Business Zone.
2. City of Portland, Maine Zoning map.

Date of Draft: April 18, 2014

Sec. 14-181. Purpose.

(a) B-2 Community Business Zone

The purpose of the B-2 community business zone is:

1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.
2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone.
3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.
4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.

(b) B-2b Community Business Zone

The B-2b zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists such as on-peninsula or in areas off-peninsula where a neighborhood compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood oriented

Date of Draft: April 18, 2014

building pattern.

(c) B-2c Community Business Zone

To protect and enhance the quiet enjoyment of adjoining residential neighborhoods from the impacts of businesses that serve liquor and from other uses that are incompatible with adjoining neighborhoods due to noise.

(Ord. No. 293-88, 4-4-88; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Substitute Ord. No. 189-00, §2, 4-24-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 244-09/10, 6-21-10)

***Editor's Note:** Order No. 25, adopted 7-07-99, enacted an emergency 120-day moratorium on drive-through facilities on lots in B-2 Zone adjacent to lots with residential uses effective 7-07-99 through 11-1-99; Ord. No. 94A, adopted 11-01-99 extended the moratorium on said drive-through facilities through December 15, 1999.

Sec. 14-182. Permitted uses.

The following uses are permitted in the B-2, B-2b and B-2c zones except that any use involving a drive-through is prohibited in these zones unless otherwise provided in section 14-183:

(a) *Residential:*

1. Attached single-family and two-family dwellings;
2. Multi-family dwellings ~~are permitted when the nearest residential zone is R-4, R-5, R-6 or R-7. Multi-family dwellings are permitted in any structure with commercial uses in the first floor regardless of the nearest residential zone;~~
3. Handicapped family units;
4. Combined living/working spaces including, but not limited to, artist residences with studio space; and

(b) *Business:*

1. General, business and professional offices, as defined in section 14-47;

Date of Draft: April 18, 2014

2. Personal services, as defined in section 14-47;
3. Offices of building tradesmen;
4. Retail establishments;
5. Restaurants, except that restaurants shall close for all purposes including the service of alcohol no later than 11:00 p.m.;
6. Drinking establishments, except that drinking establishment as defined in section 14-47, and bars as defined in section 14-217.5 (a)(1), shall not be permitted in the B-2c zone;
7. Billiard parlors;
8. Mortuaries or funeral homes;
9. Miscellaneous repair services, excluding motor vehicle repair services;
10. Communication studios or broadcast and receiving facilities;
11. Health clubs and gymnasiums;
12. Veterinary hospitals, but excluding outdoor kennels;
13. Theaters and performance halls;
14. Hotels or motels of less than one hundred fifty (150) rooms;
15. Dairies in existence as of November 15, 1999;
16. Bakeries in existence as of November 15, 1999;
17. Bakeries established after November 15, 1999, provided the bakeries include retail sales within the principal structures. Bakeries in the B-2b zone shall be no greater than seven thousand (7,000) square feet in size;

Date of Draft: April 18, 2014

18. Drive-throughs associated with a permitted use in the B-2 zone provided that such do not include drive-throughs on any lot adjacent to any residential use or zone. For purposes of this section, only, "adjacent to" shall include uses across a street if within 100 feet of the subject lot boundary;

19. Drive-throughs associated with a permitted use in the B-2b zone, when accessory to a principal use located on the same lot, provided that such do not include drive-throughs on any lot adjacent to any residential use or zone. For purposes of this section, only, "adjacent to" shall include uses across a street if within 100 feet of the subject lot boundary.

20. Registered medical marijuana dispensaries.

(c) *Institutional:*

1. Long term, extended and intermediate care facility;

2. Clinics, as defined in section 14-47;

3. Places of assembly;

4. Kindergarten, elementary, middle and secondary schools;

5. College, university, trade schools; and

6. Municipal buildings and uses.

(d) *Other:*

1. Lodging houses;

2. Day care facilities or babysitting services;

3. Utility substations, as defined in section 14-47, subject to the requirements of article V (site plan), sections 14-522 and 14-523 notwithstanding;

Date of Draft: April 18, 2014

4. Accessory uses, as provided in section 14-404;
5. Bed and breakfast, subject to the standards of article V (site plan), sections 14-522 and 14-523 notwithstanding. A bed and breakfast may include a meeting facility if the facility meets the following standards:
 - a. The meeting facility shall be limited to the following types of uses:
 - i. Private parties.
 - ii. Business meetings.
 - iii. Weddings.
 - iv. Receptions.
 - v. Seminars.
 - vi. Business and educational conferences.
 - b. The building in which the bed and breakfast and the meeting facility will be located was in existence on March 3, 1997, and was greater than four thousand (4,000) square feet in floor area on that date.
6. Studios for artists and craftspeople, provided that the area of such studios does not exceed four thousand (4000) square feet for each studio space.
7. Hostels, provided the applicant submits a site plan and operations plan demonstrating compliance with the following conditions:
 - a. All applicable provisions of Article V of this chapter shall be met.
 - b. Parking shall be provided in compliance with Division 20 of this Article.
 - c. No unaccompanied minors under the age of eighteen (18) shall be permitted in the facility.
 - d. The length of stay for transient guests shall not exceed fifteen (15) days out of any

Date of Draft: April 18, 2014

sixty-day period.

- e. The building shall meet the applicable occupant load requirements as defined by the International Building Code and the NFPA Life Safety Code, as such codes are amended or adopted by the city.

8. Wind energy systems, as defined and allowed in Article X, Alternative Energy.

(Ord. No. 293-88, 4-4-88; Ord. No. 39-96, § 2, 10-7-96; Ord. No. 125-97, § 6, 3-3-97; Ord. No. 164-97, § 2, 12-1-97; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Ord. No. 118-00, 11-20-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 127-09/10, 1-4-10 emergency passage; Ord. No. 244-09/10, 6-21-10; Ord. No. 283-09/10, 7-19-10 emergency passage; Ord. 10 10/11, 8-2-10; Ord. No. 279-09/10, 6-6-11; Ord. No. 33-11/12, 1-18-12; Ord. No. 113-11/12, 2-22-12; Ord. No. 41-12/13, 9-5-12)

Sec. 14-183. Conditional uses.

The following uses are permitted in the B-2, B-2b and B-2c zone, as provided in section 14-474 (conditional uses), if they meet the following requirements:

- (a) *Business.* Any of the following conditional uses, provided that, notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the board of appeals as the reviewing authority over conditional business uses:
 - 1. Major and minor auto service stations in the B-2 zone, only;
 - 2. Major or minor auto service stations in the B-2b zone in existence as of November 15, 1999;
 - 3. Car washes;
 - 4. Drive-throughs in the B-2 or B-2b zones which are adjacent to any residential use or zone, provided that, in the B-2b drive-throughs must be accessory to a principal use located on the same site;

Date of Draft: April 18, 2014

5. Automobile dealerships.

In addition to approval by the Planning Board with respect to the requirements of article V (site plan), sections 14-522 and 14-523 notwithstanding, these uses shall comply with the following conditions and standards in addition to the provisions of section 14-474:

a. Signs: Signs shall not adversely affect visibility at intersections or access drives. Such signs shall be constructed, installed and maintained so as to ensure the safety of the public. Such signs shall advertise only services or goods available on the premises.

b. Circulation: No ingress and egress driveways shall be located within thirty (30) feet from an intersection. No entrance or exit for vehicles shall be in such proximity to a playground, school, church, other places of public assembly, or any residential zone that the nearness poses a threat or potential danger to the safety of the public.

6. Drive-throughs, where permitted, shall also specifically comply with the following conditions:

a. Location of Drive-throughs: Features, such as windows, vacuum cleaners and menu/order boards, stacking lanes, must be placed, where practicable, to the side and rear of the principal building except where such placement will be detrimental to an adjacent residential zone or use, and shall be located no nearer than forty (40) feet from any adjoining property located in a residential zone. This distance shall be measured from the outermost edge of the outside drive-through feature to such property line. In addition, drive-through features shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding

Date of Draft: April 18, 2014

vehicular circulation or creating hazards to vehicular circulation on adjoining streets.

- b. Noise: Any speakers, intercom systems, or other audible means of communication shall not play prerecorded messages. Any speakers, intercom systems, audible signals, computer prompts, or other noises generated by the drive-through services or fixtures shall not exceed 55 dB or shall be undetectable above the ambient noise level as measured by a noise meter at the property line, whichever is greater.
- c. Lighting: Drive-through facilities shall be designed so that site and vehicular light sources shall not unreasonably spill over or be directed onto adjacent residential properties and shall otherwise conform to the lighting standards set forth in 14-526.
- d. Screening and Enclosure: Where automobiles may queue, waiting for drive-through services, their impacts must be substantially mitigated to protect adjacent residential properties from headlight glare, exhaust fumes, noise, etc. As deemed necessary by the reviewing authority, mitigation measures shall consist of installation of solid fencing with landscaping along any residential property line which is exposed to the drive-through or the enclosure of the drive-through fixtures and lanes so as to buffer abutting residential properties and to further contain all associated impacts; and
- e. Pedestrian access: Drive-through lanes shall be designed and placed to minimize crossing principal pedestrian access-ways or otherwise impeding pedestrian access.
- f. Hours of Operation: The Board, as part of its review, may take into consideration the impact hours of operation may have on adjoining uses.

Date of Draft: April 18, 2014

g. Conditions specific to major or minor auto service stations, car washes and automobile dealerships:

i. A landscaped buffer, no less than five (5) feet wide, shall be located along street frontages (excluding driveways). The buffer shall consist of a variety of plantings in accordance with the City of Portland Technical Manual;

ii. Car washes shall be designed to avoid the tracking of residual waters into the street.

(b) *Other:*

1. Printing and publishing establishments except as provided in subsection b. below;
2. Printing and publishing establishments in continuous operation at their current location since April 4, 1988, or earlier and which exceeded ten thousand (10,000) square feet of aggregate gross floor area at that time;
3. Wholesale distribution establishments; and
4. Research and development and related production establishments.

Uses listed in this paragraph (b) (other) 1, 3 and 4 shall be limited to ten thousand (10,000) square feet of aggregate gross floor area, and uses listed in this paragraph (b) (other) 1, 2, 3 and 4 shall be subject to the following conditions and standards in addition to the provision of section 14-474:

a. Traffic circulation: The site shall have an adequate traffic circulation pattern designed to avoid hazards to vehicular circulation on adjoining streets. All stacking of motor vehicles shall be on site, and loading

Date of Draft: April 18, 2014

facilities shall be located to the rear of the building and shall not be visible from the street.

- b. Building and site design: The exterior design of the structures, including architectural style, facade materials, roof pitch, building form, established setbacks and height, shall be of a commercial rather than industrial character. The site shall contain screening and landscaping which shall meet the requirements of section 14-526 for screening between land uses and the City of Portland Technical Manual.
5. Temporary wind anemometer towers, as defined in Sec 14-47, are permitted provided the following standards are met in addition to Sec 14-430:
- a. Towers may be installed for the purpose of wind data collection for no more than two (2) years after the issuance of a Certificate of Occupancy for the tower. At the conclusion of the aforementioned two (2) years, the tower must be dismantled and removed from the site within sixty (60) days; and
 - b. Towers shall be constructed according to plans and specifications stamped by a licensed professional engineer, which shall be provided to the Board of Appeals with the application; and
 - c. Towers shall be set back from habitable buildings by a distance equal to 1.1 times ~~the~~ tower height; and
 - d. The applicant shall provide a safety report prepared and stamped by a licensed professional engineer to the Board of Appeals with their application for conditional use, which demonstrates how the proposed temporary wind

Date of Draft: April 18, 2014

anemometer tower is safe in terms of strength, stability, security, grounding, icing impacts and maintenance; and

- e. The applicant shall provide evidence of commercial general liability insurance, such insurance to be satisfactory to Corporation Counsel and cover damage or injury resulting from construction, operation or dismantling of any part of the temporary wind anemometer tower; and
- f. Towers and associated guy wires shall be sited to minimize their prominence from and impacts on public ways (including pedestrian ways); and
- g. Towers shall be used for installing anemometers and similar devices at a range of heights from the ground to measure wind characteristics (speed, direction, frequency) and related meteorological data, but shall not be used for any other purpose; and
- h. A performance guarantee shall be required for the cost of removal of the tower, guy wires and anchors. This requirement may be satisfied by surety bond, letter of credit, escrow account or by evidence, acceptable to the City, or the financial and technical ability and commitment of the applicant or its agents to remove the facility at the end of the use period.

6. Wind energy systems, as defined and allowed in Article X, Alternative Energy.

(Ord. No. 293-88, 4-4-88; Ord. No. 16-92, 6-15-92; Ord. No. 39-96, § 3, 10-7-96; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Ord. No. 151-03/04, 02-23-04; Ord. No. 29-09/10, 8-3-09, emergency passage; Ord. No. 276 -09/10, 7-19-10; Ord. No. 278-09/10, 7-19-10; Ord. No. 10 10/11, 8-2-10; Ord. No. 33-11/12, 1-18-12)

Date of Draft: April 18, 2014

Sec. 14-184. Prohibited uses.

Uses not enumerated in sections 14-182 and 14-183 as either permitted uses or conditional uses are prohibited.
(Ord. No. 293-88, 4-4-88)

Sec. 14-185. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, residential uses as permitted under sections 14-182(a) and (b) and newly constructed buildings with residential and non-residential uses shall meet the following requirements:

Date of Draft: April 18, 2014

<u>Minimum Lot Size</u>	<u>None</u>
<u>Minimum Street Frontage</u>	<u>25 feet</u>
<u>Front Yard Setback Minimum</u>	<u>None</u>
<u>Rear Yard Setback Minimum</u>	<u>10 feet, except as provided for below:</u> <u>a. 5 feet for accessory structures</u> <u>b. 15 feet for portions of buildings over 45 feet in height</u>
<u>Side Yard Minimum</u>	<u>None, except as provided for below:</u> <u>a. 5 feet for accessory structures</u> <u>b. 15 feet for portions of buildings over 45 feet in height</u>
<u>Front Yard Maximum¹</u>	<u>No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable.²</u>
<u>Height maximum</u>	<u>45 feet except as provided for below:</u> <u>a. 50 feet if first floor is partially or wholly occupied by a commercial use.</u> <u>a. 65 feet within 65 feet of Franklin St.</u> <u>b. 65 feet in B-2 and B-2c zones on lots >5 acres, provided that all setbacks increase by 1 foot for each foot of height over 45 feet.</u>
<u>Maximum Impervious Surface Ratio</u>	<u>a. For residential uses: None</u> <u>b. For all other permitted uses: 80% in B-2 and B-2c</u> <u>c. For all other permitted uses: 90% in B-2b</u>
<u>Minimum Lot Area per Dwelling Unit</u>	<u>a. Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.</u> <u>b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.</u>

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¹ Building additions do not have to meet this section.

² If lot has less than 40 feet of frontage and is more than 100 feet deep then no maximum setback is required. If existing structures are within 20 feet of the street or meet the front yard maximum, and remainder of lot has less than 40 feet of frontage, then no maximum setback is required. Where setbacks exceed 10 feet, a continuous, attractive, and pedestrian-scaled edge treatment shall be constructed along the street, consisting of street trees spaced at no more than 15 feet on center, approved by City arborist, and a combinations of landscaping no less than 4 feet deep, ornamental brick or stone walls or ornamental fencing.

Date of Draft: April 18, 2014

~~(a) Residential uses:~~

~~1. Minimum lot size: None.~~

~~2. Minimum street frontage: None.~~

~~3. Minimum yard dimensions:~~

~~a. Front yard: None.~~

~~b. Rear yard: Ten (10) feet, except where the lot abuts a residential zone, where twenty (20) feet is required.~~

~~i. Accessory structures: Five (5) feet.~~

~~ii. In cases where the height of a new building exceeds forty-five (45) feet adjacent to a residential zone, the portion of the building exceeding forty-five (45) feet shall have a minimum stepback of fifteen (15) feet or an additional minimum setback of fifteen (15) feet.~~

~~e. Side yard: Five (5) feet, except where the lot abuts a residential zone, where ten (10) feet is required.~~

~~i. Accessory structures: Five (5) feet.~~

~~ii. In cases where the height of a new building exceeds forty-five (45) feet adjacent to a residential zone, the portion of the building exceeding forty-five (45) feet shall have a minimum stepback of fifteen (15) feet or an additional setback of fifteen (15) feet, provided however that this provision does not apply to buildings located within sixty-five (65) feet of Franklin Street.~~

- ~~d. Side yard or rear yard on a street: None.~~
 - ~~e. Maximum front yard: In the B-2, B-2b and B-2e zones, as provided for in section 14-185(b)(3)(a), except that the maximum front yard setback need not apply in the case of a development meeting one (1) or more of the following standards:~~
 - ~~i. The lot has less than forty (40) feet of continuous frontage and the lot has a depth of more than one hundred (100) feet from the nearest street; or~~
 - ~~ii. The structures on the lot meet the maximum front yard or are within twenty (20) feet of the street and the remainder of the lot has less than forty (40) feet of continuous street frontage.~~
 - ~~f. Pavement setback: For lots adjacent to a residential zone, pavement shall be set back a minimum of ten (10) feet from the side and rear property lines adjacent to the residential zone.~~
- ~~4. Maximum impervious surface ratio: 90%.~~
- ~~5. Maximum residential density:~~
- ~~a. On peninsula locations, as defined in section 14-47: Four hundred and thirty-five (435) square feet of land area per dwelling unit.~~
 - ~~b. Off peninsula locations, as defined in section 14-47:~~
 - ~~i. Residential density requirements of the nearest adjacent residential zone shall apply except for multi-family dwellings above the first floor of commercial uses as provided in (ii) below.~~
 - ~~ii. Multi family dwellings above first~~

~~floor commercial uses: One thousand (1,000) square feet of land area per dwelling unit is required.~~

~~6. Maximum structure height:~~

~~a. B-2 and B-2c zones: Forty-five (45) feet.~~

~~b. B-2b zone: Forty-five (45) feet, except in the case of a building with a commercial first floor and residential upper floors, where fifty (50) feet is allowed, and except for the portion of a building located within sixty-five (65) feet of Franklin Street, where sixty-five (65) feet is allowed.~~

~~(b) Business and other non-residential uses:~~

~~1. Minimum lot size:~~

~~a. Intermediate, long term and extended care facilities: Ten thousand (10,000) square feet.~~

~~b. Other non-residential uses where permitted:~~

~~i. B-2 zone: Ten thousand (10,000) square feet.~~

~~ii. B-2b zone: None.~~

~~iii. B-2c zone: Ten thousand (10,000) square feet.~~

~~e. Where multiple uses are on one (1) lot, the highest applicable minimum lot size must be met.~~

~~2. Minimum street frontage: Fifty (50) feet.~~

~~3. Yard dimensions: (Yard dimensions include setbacks of structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum or maximum yard of another structure.)~~

~~Except as provided in subsection (5) below, the following setbacks are required:~~

~~a. Front yard:~~

~~i. Minimum front yard in B-2, B-2b and B-2c zones: None.~~

~~ii. Maximum front yard in the B-2 and B-2c zones: The maximum front yard setback shall not exceed the average depth of the front yard of the closest developed lots on either side of the lot in question unless the planning board or planning authority approves a modified setback pursuant to section 14-526(a)(27)(j). For purposes of this section a developed lot means a lot on which a principal structure has been erected.~~

~~iii. Maximum front yard in B-2b zone (on peninsula): The maximum front yard setback shall either be: (1) ten feet, or (2) in cases where the average depth of the front yard of the nearest developed lots on either side of the lot in question is less than ten (10) feet, the front yard setback of the lot in question shall not exceed such average depth. A "developed lot" means a lot on which a principal structure has been erected.~~

~~In the B-2b zone the front yard shall be the yard adjoining the major street as determined by the highest traffic volume.~~

~~iv. Maximum front yard in B-2b zone (off peninsula): None, except that the front yard setback shall not exceed the average depth of the front yards of the closest developed lots on either side~~

~~of the lot. A developed lot means a lot on which a principal structure has been erected. In the B-2b zone the front yard shall be the yard adjoining the major street as determined by the highest traffic volume.~~

~~Where the front yard setback exceeds ten (10) feet, however, a continuous, attractive, and pedestrian scaled edge treatment shall be constructed along the street(s) consisting of street trees spaced at not more than fifteen (15) feet on center, (which otherwise meet the requirements of city arborist) and a combination of the following:~~

- ~~i. Landscaping of no less than four (4) feet in depth; and~~
- ~~ii. Ornamental brick or stone walls; and/or~~
- ~~iii. Ornamental fencing.~~

~~The site shall otherwise meet the requirements of article V (Site Plan).~~

~~b. Rear yard:~~

- ~~i. Principal structures: Ten (10) feet. Where a rear yard abuts a residence zone or first floor residential use, twenty (20) feet is required.~~

- ~~ii. Accessory structures: Five (5) feet.~~

~~c. Side yard:~~

- ~~i. Principal and accessory structures: None, except that where a side yard abuts a residential zone or a first floor residential use, ten (10) feet is required.~~

- ~~ii. Accessory structures: Five (5) feet.~~

Date of Draft: April 18, 2014

~~iii. Side yards on side streets (corner lot):
In the B-2 and B-2c zone, a minimum of
ten (10) feet. In the B-2b zone, a
maximum of ten (10) feet except that
for any newly constructed building on a
lot abutting two (2) or more streets,
the maximum side yard shall apply to
one street or to the side street that
forms a corner with a major street as
provided for in the maximum front yard
provisions of this section.~~

~~(4) Minimum lot width: None.~~

~~(5) Maximum structure height:~~

~~a. B-2 and B-2c zones: Forty-five (45) feet,
except that on lots in excess of five (5)
acres, sixty-five (65) feet is permitted,
provided each of the minimum setbacks
required under subsection (3) above are
increased by one (1) foot in distance for each
foot of height above forty-five (45) feet.~~

~~b. B-2b zone: Fifty (50) feet.~~

~~(6) Maximum impervious surface ratio: Eighty (80)
percent in the B-2 and B-2c; Ninety (90%) percent
in the B-2b.~~

~~(c) Building additions: Building additions for residential
and non-residential uses are not required to meet the
maximum front yard setback for the maximum side yard on
side street setback contained in this section.~~

(Ord. No. 293-88, 4-4-88; Ord. No. 52-96, § 2, 7-15-96; Ord. No. 94-99, 11-15-99; Ord. No. (Substitute)189-00, §3, 4-24-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 244-09/10, 6-21-10; Ord. No. 41-12/13, 9-5-12)

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Sec. 14-186. Other requirements.

All nonresidential uses in the B-2 and B-2b zone shall meet the requirements of division 25 (space and bulk regulations and exceptions) of this article in addition to the following requirements:

- (a) *Landscaping and screening:* The site shall be suitably landscaped for parking, surrounding uses and accessory site elements, including storage and solid waste receptacles where required by article IV (subdivisions) and article V (site plan).
- (b) *Curbs and sidewalks:* Curbs and sidewalks as specified in article VI of chapter 25.
- (c) *Off-street parking and loading:* Off-street parking and loading are required by division 20 and division 21 of this article;
- (d) *Front yard parking:*

~~1. B-2 and B-2c zone:~~ There shall be no off-street parking in the front yard between the street line and the required minimum setback line in the B-2, B-2b and B-2c. Where existing buildings exceed the minimum front yard setback, a maximum of ten (10) percent of the total parking provided on the site may be located between the principal structure and the street.

~~2. B-2b zone (On peninsula):~~ There shall be no parking in the front yard between the street line and the required maximum setback line in the B-2b. Where existing buildings exceed the maximum front yard setback, a maximum of ten (10) percent of the total parking provided on the site may be located between the principal structure and the street.

~~3. B-2b zone (Off peninsula):~~ Parking in the front yard between the street line and the required maximum setback line in the B-2b is discouraged. However, where parking in the front yard is permitted pursuant to ~~S14-185I(1)I~~, a maximum of fifty percent (50%) of the total parking on the site may be located between the principal structure and the street.

Date of Draft: April 18, 2014

- (e) *Signs*: Signs shall be subject to the provisions of division 22 of this article.
- (f) *Exterior storage*: There shall be no exterior storage with the exception of fully enclosed containers or receptacles for solid waste disposal. Such containers or receptacles shall be shown on the approved site plan. Vehicles or truck trailers with or without wheels shall not be used for on-site storage (1) except where such storage is located in a designated loading zone identified on an approved site plan; or (2) such storage is not visible from the street or adjacent residences during winter months and such storage area is identified on an approved site plan. Truck load sales shall not be considered outside storage provided that such activity does not extend beyond three (3) consecutive days nor occurs more frequently than three (3) times a calendar year.
- (g) *Storage of vehicles*: Storage of vehicles is subject to the provisions of section 14-335.
- (h) *Shoreland and flood plain management regulations*: If the lot is located in a shoreland zone or in a flood hazard zone, then the requirements of division 26 and/or division 26.5 apply.

(Ord. No. 293-88, 4-4-88; Ord. No. 51-96, 7-15-96; Ord. No. 94-99, 11-15-99; Substitute Ord. No. 189-00, §4, 4-24-00; Ord. No. 151-03/04, 02/23/04)

Sec. 14-187. External effects.

Every use in a B-2, B-2b and B-2c zone shall be subject to the following requirements:

- (a) *Enclosed structure*: The use shall be operated within a completely enclosed structure except for those specific open air activities licensed by the City, including but not limited to outdoor seating, sidewalk sales, etc.
- (b) *Noise*: Except as provided in 14-183(1)(iii)(2) (relating to Drive-throughs), the volume of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American Standards Association), generated shall not exceed sixty (60) decibels on the A scale between 7:00 a.m. and 9:00 p.m. and fifty-five

Date of Draft: April 18, 2014

(55) decibels on the A scale between 9:00 p.m. and 7:00 a.m., on impulse (less than one (1) second), at lot boundaries, excepting air raid sirens and similar warning devices.

- (c) Vibration and heat: Vibration inherently and recurrently generated and heat shall be imperceptible without instruments at lot boundaries.
- (d) Glare, radiation or fumes: Glare, radiation or fumes shall not be emitted to an obnoxious or dangerous degree beyond lot boundaries.
- (e) Smoke: Smoke shall not be emitted at a density in excess of twenty (20) percent opacity level as classified in Method 9 (Visible Emissions) of the Opacity Evaluation System of the U.S. Environmental Protection Agency.
- (f) Materials or wastes: No materials or wastes shall be deposited on any lot in such form or manner that they may be transferred beyond the lot boundaries by natural causes or forces. All material which might cause fumes or dust, or constitute a fire hazard if stored out-of-doors, shall be only in closed containers. Areas attracting large numbers of birds, rodents or insects are prohibited.

(Ord. No. 293-88, 4-4-88; Ord. No. 94-99, 11-15-99; Ord. No. 03/04, 02/23/04)

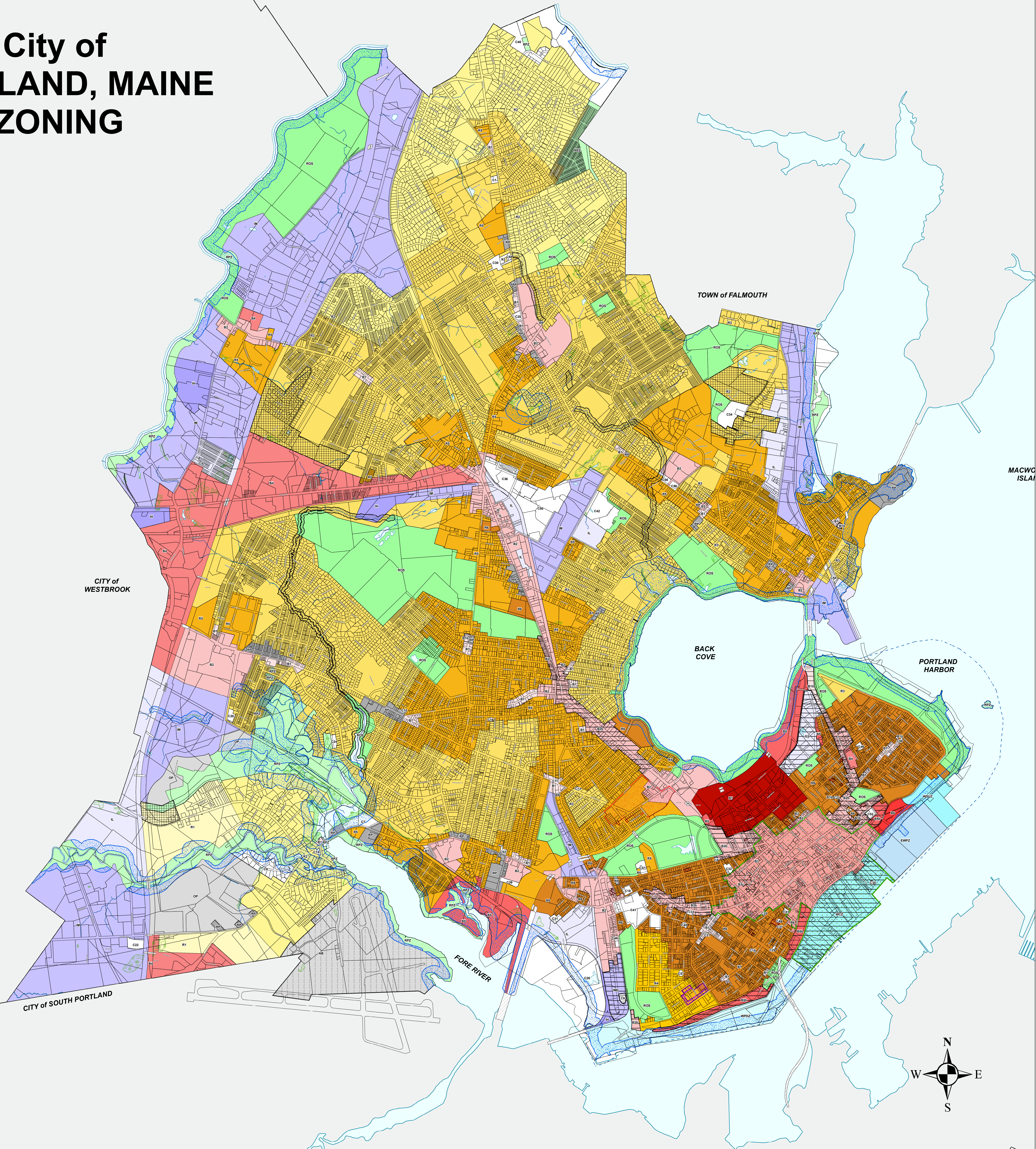
Sec. 14-188. Active street frontages

A building will be determined to have an active street frontage upon meeting the following guidelines to the greatest extent practicable as determined by the Planning Board or Planning Authority: the primary building façade shall be within ten feet of the front street line; there shall be no parking on the lot within 35 feet of the front street line; no more than 25% of the first floor primary façade shall consist of access to garages, unutilized space, service entrances, storage or mechanicals, and the remaining minimum 75% shall have an average depth of a minimum of 20 feet for residential or commercial uses; all primary ground floor entries to multi-family buildings must orient to street, not to interior blocks or parking lots.

Sec. 14-18~~98~~ - Sec. 14-195. Reserved.

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City of
PORTLAND, MAINE
ZONING



Zoning	
IR-1 Island Residential	B3* Downtown Business
IR-2 Island Residential	B3c Downtown Business
IR-3 Island Residential	B4 Commercial Business
I-B Island Business	B5 Urban Commercial Business
I-TS Island Transfer Station	B5b Urban Commercial Business
R1 Residential	B6 Urban Commercial Business
R2 Residential	B7 Urban Commercial Business
R3 Residential	IL Industrial - Low Impact
R4 Residential	ILb Industrial - Low Impact
R5 Residential	IM Industrial - Moderate Impact
R6 Residential	IMb Industrial - Moderate Impact
RP Residential Professional	IH Industrial - High Impact
AB Airport Business	RPZ Resource Protection
OP Office Park	ROS Recreation Open Space
B1 Neighborhood Business	WPDZ Waterfront
B1b Neighborhood Business	WCZ* Waterfront
B2 Business Community	WSUZ Waterfront
B2b Business Community	EWpz Waterfront
B2c Business Community	Conditional or Contract (see list); C55

ID	TYPE	DATE	ADDRESS
C1	Conditional RP	4/1/1992	372-388 Auburn St.
C3	Conditional B1	2/22/1991	69-71 Federal St.
C5	Contract R6	5/19/1991	254 High St. / 22 Park St.
C7	Conditional RP	7/8/1990	Congress St. & Forest St.
C8	Conditional R3	12/15/1992	Congress St. & Garrison St.
C9	Contract R6	1/15/1995	75 St. John St.
C10	Contract R6	1/17/1996	12 Columbia St.
C11	Contract B1	3/23/1996	183 Brighton Av.
C13	Contract R3	4/13/1996	141 Villard St.
C14	Contract R2	8/31/1996	2 Wicks St.
C15	Contract R6	12/28/2004	163 Denforth St.
C16	Contract R6	10/4/1996	89 Rockwell St.
C17	Contract R1	1/10/1997	Sunset Av., Off Island
C18	Contract R6	6/6/1997	853-903 Congress St.
C19	Contract B2	1/19/1997	Sewall St.
C20	Contract L	12/2/1997	Rand Rd.
C21	Contract B1	7/19/1999	182 Brackett St.
C22	Contract R4	9/15/1999	2382 Congress St.
C23	Contract R6	1/5/2000	15 Locust St.
C24	Contract R3	10/5/2001	Stanford Rd.
C25	Contract R6	10/19/2001	90 High St.
C26	Contract R4	1/22/2002	Fore River Site
C27	Contract R6	6/16/2002	88 Denforth St.
C28	Contract B1/R3	3/21/2003	42-43 Auburn St.
C29	Contract R6	5/6/2003	41 State St.
C30	Contract R3	9/3/2003	180 Auburn St.
C31	Contract R6	3/24/2006	48-50 Fore River St. / 209-233 High St.
C32	Conditional R6	2/23/2005	70-88 Forest Av. / 209-233 High St.
C33	Conditional R6	10/20/2004	730 Congress St.
C34	Conditional R6	8/20/2005	802-828 Ocean Av.
C35	Conditional WCZ	12/14/2004	Custom House Wharf
C36	Conditional B2	12/28/2004	23 Allen Av. / Morris Corner
C37	Conditional R5	5/24/2005	189 Park Av.
C38	Conditional B2	4/4/2005	50 Sewall St.
C40	Conditional	7/20/2005	Hopkinton Av.
C41	Conditional R6/B2	5/24/2005	22 Bramhall St.
C42	Contract R6	9/17/1997	185 Canal Rd.
C43	Conditional R6	9/1/2004	94 Herman Av. / Pease Island
C45	Conditional R6	12/20/2005	250-258 Brackett St. / 63 Carleton St.
C46	Conditional R6	11/17/2008	125-135 Denforth St.
C48	Conditional B2	1/17/2008	Valley St. & St. John St.
C49	Conditional R6	1/10/2008	Denforth St. & High St.
C50	Conditional L	3/20/2009	217 Reed St. & 470-70 St. & 118 Carleton Rd.
C51	Conditional R7	7/3/2008	53 Denforth St.
C52	Conditional B2b	11/2/13 Newbury St.	
C53	Conditional R6	5/6/2009	Congress St. & Whitney Av.
C54	Conditional L	1/8/2010	Remington St.
C55	Conditional R2	9/18/2011	183 Luther St. / Pease Island
C56	Conditional B2	10/13/2011	901 Washington Av.
C57	Conditional R6	6/18/2012	32 Thomas St.
C58	Conditional B2	12/16/2013	194 Auburn St.

OVERLAY ZONES

- Downtown Entertainment (DEOZ)
- Flexible Housing (FH)
- Helistop (H)
- Residential (R-7)
- University of Southern Maine (USM)
- Waynflete Core Subdistrict
- Waynflete Edge Subdistrict
- Shoreland Zoning
- Stream Protection District

The depiction of the Shoreland Zoning and the Stream Protection Districts are illustrative of the general location of such zones. The actual boundaries of these zones shall be determined by the measurement of the distance indicated on the maps from the normal high water line of the water body or the upland edges of the wetland vegetation. Where the measurement is not the same as the location of the boundary on the zoning maps, the measurement shall control, unless the zoning map indicates that the zoning boundary shall follow an existing property line.

Note: A shoreland zone is 250 feet wide, while a stream protection zone is 75 feet on either side of a stream.

Height Overlay Districts

Height Overlay Districts are in effect for the areas of Bayside Neighborhood & Downtown. Copies of the overlay maps are on file at the Department of Planning and Development.

The information contained on this map is compiled from past zoning maps, City Council orders and other documentation as depicted on the Map Summary of Zoning Documentation map on file in Portland's City Engineer's Archives Vault presently located at 55 Portland Street and at the Department of Planning and Development located at 389 Congress Street.

Adopted by Portland City Council
January 17, 2001
Effective February 17, 2001
Last revised March 11, 2014

This Zoning Map of the City of Portland, Maine is provided for informational purposes only.

The current official zoning map is on file and available for reference in the Department of Planning and Development 874-8703.

Map prepared by the City of Portland's Department of Planning & Development and the Department of Public Services