

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

SEPTEMBER 16, 2019 CITY COUNCIL AGENDA

The Portland City Council will hold a City Council meeting in City Council Chambers. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

Arts in the Chamber - Maine Suffrage Centennial: United We Bloom & Women in History

ANNUAL MEETING:

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Development Corporation - Sponsored by Mayor Ethan K. Strimling.

The City Council is the Corporator of the Portland Downtown Corporation.

A special meeting of the Corporator will be held by the City Council on September 16, 2019, at 5:30 p.m. in City Council Chambers regarding discontinuing Portland Development Corporation Economic Development Plan Implementation Program.

Order 45-19/20 Discontinuing Portland Development Corporation's Portland Economic Development Plan Implementation Program - Sponsored by Jon P. Jennings, City Manager.

The Portland Development Corporation's (PDC) Board met on August 22, 2019, to consider discontinuing or modifying the Portland Economic Development Plan Implementation Program (PEPIP), with the result being a recommendation to the City Council, in a 8-0 vote, to discontinue the Program.

PEDPIP was launched in December 2011, just after the Portland Economic Development Vision and Plan was adopted by the City Council in November of that year. The intention of the grant/match program was to incent non-profits and City agencies to help implement the Vision and Plan. It has been funded through the PDC's unrestricted Urban Development Action Grant loan funds and, to date, the PDC has approved just under \$470,000 in grants. At this time, more than seven years after the launch, the program has served its purpose in helping to facilitate the implementation of the primary objectives of the August 2011 Vision and Plan to stimulate private sector investment and growth.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the September 4, 2019 Draft City Council Meeting Minutes.

PROCLAMATIONS:

Proclamation 1-19/20 Honoring Barber Foods/Tyson Foods During Welcoming Week, September 14-23, 2019 - Sponsored by Mayor Ethan K. Strimling, Mayor.

Proclamation 2-19/20 Recognizing Portland, Maine as a Welcome City - Sponsored by Mayor Ethan K. Stimling.

APPOINTMENTS:

Order 46-19/20 Appointing Constables for 2019 for the Department of Public Safety - Sponsored by Jon P. Jennings, City Manager.

The Police Department is requesting that police cadets Brendan Castillo and Nicholas Noyes be appointed as constables.

These appointments are effective until 12:00 midnight, December 31, 2019, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, unless that is one of the person's duties.

The Police Department is requesting this order be passed as an emergency so that these police cadets may perform constable duties as soon as possible. Seven affirmative votes are required for passage as an emergency after public comment.

CONSENT ITEMS:

Order 47-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 58626(6) Re: James Earles - Sponsored by Jon P. Jennings, City Manager.

This order authorizes the City Council to approve the transfer of \$1,118.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. James Earles.

The money was seized during a drug investigation conducted by the M.D.E.A. in conjunction with the Portland Police Department. The money will be deposited into the Portland Police Department's drug investigation account. The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor. The money may also be used to support the department's Law Enforcement Addiction Advocacy Program.

Five affirmative votes are required for passage of the Consent Calendar.

LICENSES:

Order 48-18/19 Approving Municipal Officers' Approval of Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street - Sponsored by Jon P. Jennings, City Manager.

Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street.

Application was filed on 8/26/2019. New City and State applications. New owners of an existing business.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 1-19/20 Fiscal Year End 2019 Tax Increment Financing Annual Report - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on September 3, 2019, and voted unanimously (4-0) to forward this item to the City Council as a communication.

City Tax Increment Financing (TIF) Policy requires the preparation and presentation of an annual TIF District Activity Report. Highlights of this year's Report notes City Council TIF actions during FY2019. This includes:

- A. Approved an Affordable Housing TIF District for 977 Brighton Avenue to support a rental housing project with 40 units for 55+ year old people;
- B. Approved amending the Bayside TIF to support establishment of an Affordable Housing TIF District, located at 178 Kennebec Street, for 55+ year old people in a rental housing project;
- C. Approved an Affordable Housing TIF District, located at 178 Kennebec Street, to support the development of a 51-unit for 55+ year old people;
- D. Amendments to the three area-wide TIF Districts – Bayside, Downtown Transit Oriented District (TOD), and Waterfront to include funding for workforce training;
- E. The Downtown TOD TIF District also was amended to increase the capture rate from up to 22% to up to 100%; and,
- F. The Waterfront TIF District was amended twice during FY2019.

It is noted that three (3) TIF District Credit Enhancement Agreements (CEAs) expired at FYE2019, which included Holt Hall, Riverwalk/Ocean Gateway, and Baxter Library.

Beginning with FY2020, there are active TIF Districts with CEAs including:

- A. Five (5) active Commercial TIF District CEAs;
- B. One (1) active commercial TIF CEA for an affordable housing development, known as the McAuley TIF District; and,
- C. Eight (8) active Affordable Housing TIF District CEAs.

The Report also has a table showing the past five-year trend, as well as an Appendix which lists all the current TIFs and the activity numbers associated with them.

As a Communication this item requires no public comment or formal Council action.

RESOLUTIONS:

Resolution 3-19/20 For Portland to be the Metro Regional Coalition's Third Community to Participate in Opioid Prevention Work - Sponsored by Mayor Ethan K. Strimling.

Opioid abuse and its consequences have caused great suffering in the United States in recent years. In 2017, the State of Maine saw more opioid-related deaths than most of the other states in the country. The Greater Portland Council of Governments and its Metro Regional Coalition (MRC), comprised of Cape Elizabeth, Falmouth, Gorham, Portland, Scarborough, South Portland, and Westbrook, have worked together to amplify county-wide efforts to reduce opioid misuse through peer learning, community scans, workshops with elected officials and municipal leaders, and public forums.

In 2018, working with public health consultants, GPCOG and the MRC developed a workshop for municipal leaders and elected officials called "Communities Addressing Addiction & Opioid Misuse." This workshop is designed to help municipal leaders and elected officials gain a better understanding of the root causes of opioid use disorder as well as evidence-based strategies for addressing the issue. The workshop also includes a facilitated discussion to assist municipal leaders identify the steps their communities have already taken to address opioid misuse and addiction and what future policies and practices could be implemented to further address these issues.

To date, two MRC members (Falmouth and Gorham) have participated in the workshop and have been very pleased with the process. By this resolve, the City Council agrees that Portland will be third community to participate in this workshop.

Five affirmative votes are required for passage after public comment.

Resolve 4-19/20 Opposing the Federal Communication Commission Order Changing the Definition of the Franchise Fee - Sponsored by Mayor Ethan K. Strimling.

The Federal Communications Commission (FCC) has ordered that deductions to the franchise fee paid to local and state franchising authorities including Portland may include the fair market value of any costs of franchise requirements, among other changes to the definition of franchise fee. That would substantially reduce the annual fee paid to the City and many other local authorities. The City has joined a coalition of other municipalities in opposition to the FCC order.

By this Resolve, the City Council joins its voice in support of continued action in opposition to this FCC order.

Five affirmative votes are required for passage after public comment.

ORDERS:

Order 49-18/19 Extending an Option Agreement with Capricorn Products LLC for the Sale of Lot 1 at Portland Technology Park- Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee meet on September 3, 2019, and voted unanimously (4-0) to forward this item to the City Council for approval.

Phase I infrastructure, including the road and stubbed utilities, was completed at the Portland Technology Park in October of 2013 with federal grant public infrastructure assistance from the United States Department of Commerce Economic Development Administration. One tenant, Patron's Oxford Insurance, constructed a 19,000 square foot office building on Lot 4 that was completed in July, 2017. Three additional lots are available for sale.

The City and Capricorn Products LLC entered into an Option to Purchase Real Estate on October 11, 2018, for Lot #1 at Portland Technology Park. The Option expires October 11, 2019.

In June of this year, Nittobo America, a subsidiary of Nittobo Boseki, Co., LTD, a Japanese company, purchased Capricorn Products LLC's membership interest and now is the 100% owner of the LLC, while Capricorn Products LLC remains the operating company. Capricorn Products LLC is requesting a twelve-month extension on the Option, through October 10, 2020, in order to evaluate the site, design the building and review feasibility of the project and location.

Capricorn Products LLC is a primary manufacturer and supplier of bulk immune-diagnostic raw materials to in-vitro diagnostic, biotechnology, and veterinary diagnostic test kit manufacturers based in Europe, Asia, and the Americas.

Five affirmative votes are required for passage after public comment.

Order 50-19/20 Approving the Purchase and Sale Agreement between Portland and Kennebec Crossing, LLC Re: Somerset Street Extension Project - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee reviewed this item at its September 3, 2019, meeting and voted unanimously (4-0) to forward this to the City Council for approval.

This Order approves the Purchase and Sale Agreement with Kennebec Crossing, LLC. In partnership with the Maine Department of Transportation, funding has been secured for the construction of a realignment project in the area of Bayside that terminates a section of Kennebec Street from Elm Street to Hanover Street and reopens a section of Somerset Street from Elm Street to Hanover Street. This project is a share of several Utility, Community Development Block Grant and Portland Public Works projects all being done in the Preble, Somerset and Kennebec Streets area. Construction for this project is anticipated to begin in the spring of 2020.

Staff is requesting this Order be passed as an emergency due to construction schedules. Seven affirmative votes are required for passage as an emergency after public comment.

UNFINISHED BUSINESS:

Order 42-19/20 Regarding Citizen Initiative Amendment to the Portland City Charter for Public Campaign Funding - Sponsored by Katherine L. Jones, City Clerk.

Petitions for a proposed charter amendment for public funding for campaigns of municipal officials were submitted to the City Clerk's office on August 2, 2019. The Certification process has been completed, and the Clerk has deemed that the petitions were sufficient since the required amount of signatures (i.e. at least 20% of the number of votes cast in the municipality at the last gubernatorial election) were obtained by the petitioners. See 30-A M.S.R.A. sec. 2102(2).

Due to the significant nature of the proposed charter amendment, it has been determined that this proposal constitutes a revision to the charter, and a Charter Commission must therefore be constituted. The required ballot question about whether or not the voters would like to constitute such a Commission has been included in the agenda back-up materials for your review.

At the September 4, 2019, the statutorily required public hearing was held for this item. At that same meeting, this item was postponed to September 16, 2019. Five affirmative votes are required for passage.

Order 44-19/20 Designating 17 Structures on or Adjacent to Forest Avenue as Historic Landmarks and Amending the Map of Designated Historic Resources - Sponsored by Jon P. Jennings, City Manager.

The Planning Board met on July 24, 2019, and voted 6-0 to forward this item to the City Council with a recommendation for passage.

The Historic Preservation Board is recommending that seventeen 17 historic structures on or adjacent to Forest Avenue be designated as individual landmarks under the provisions of Portland's historic preservation ordinance. Properties recommended for landmark designation are as follows: 309, 330, 331, 343, 355, 364, 495, 501, 517, 525, 533, 617, 630, 643-651, 648 and 660 Forest Avenue; and 536 Deering Avenue.

All of the buildings, located between the I-295 interchange and Woodfords Corner, are thematically related in that they represent key chapters in Forest Avenue's late 19th and early 20th century development, particularly its era as a street car line serving the emerging suburban neighborhoods around it as well as the period when this section of Forest Avenue was known as "Auto Row" due to its concentration of first-generation auto showrooms, garages and auto supply businesses. The Historic Preservation Board's recommendation is based on findings that each of the buildings meet the historic preservation ordinance's minimum criteria for designation.

Designation of Forest Avenue's key historic structures is pursuant to a number of expressed goals and strategies included in the City's recently adopted Comprehensive Plan, Portland's Plan 2030. In the Plan, Woodfords Corner is identified as a priority node warranting enhancement in order to better serve neighborhood needs. The Plan identifies Forest Avenue as a priority corridor where additional planning measures are recommended to discourage typical suburban commercial development patterns and attract quality mixed-use, higher density growth. The Plan also recommends ongoing identification and designation of important historic assets, particularly in off-peninsula areas, and highlights historic preservation as an effective economic development tool. By preserving and enhancing Forest Avenue's key historic assets, the corridor's unique identity will be retained and the positive urban design characteristics exhibited by the identified historic structures will serve as a model for new development.

Landmark designation does not run counter to the City's goal of encouraging additional mixed-use, higher density growth along Forest Avenue. As is made clear in the cover document accompanying the recommended landmark designations and in the individual building descriptions themselves, the subject properties may be more intensively developed in the future, either through the construction of additional floors set back from the building façade and/or removal of noncontributing rear portions of the building for redevelopment. This preservation approach has been used effectively in numerous communities with designated one-or two-story historic auto showrooms.

This item must be read on two separate days. It was given a first reading on September 4, 2019. Five affirmative votes are required for passage after public comment.

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

FROM: Greg Mitchell, Director

DATE: August 22, 2019

SUBJECT: **Order 45-19/20 Discontinuing Portland Development Corporation's Portland Economic Development Plan Implementation Program - Sponsored by Jon P. Jennings, City Manager.**

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 9/16/2019 **Final Action 9/16/2019**

PRESENTATION: Tim Agnew, President/Portland Development Corporation/5 Minutes

This item is intended to discontinue the Portland Development Corporation's PEDPIP Program.

The Portland Development Corporation's (PDC) Board met on August 22, 2019, to consider discontinuing or modifying the Portland Economic Development Plan Implementation Program (PEPIP), with the result being a recommendation to the City Council, in a 8-0 vote, to discontinue the Program.

Five affirmative votes are required for passage after public comment.

PEDPIP was launched in December 2011, just after the Portland Economic Development Vision and Plan was adopted by the City Council in November of that year. The intention of the grant/match program was to incent non-profits and City agencies to help implement the Vision and Plan. It has been funded through the PDC's unrestricted UDAG loan funds and, to date, the PDC has approved just under \$470,000 in grants. At this time, more than seven years after the launch, the program has served its purpose in helping to facilitate the implementation of the primary objectives of the August 2011 Vision and Plan to stimulate private sector investment and growth.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to vote to discontinue the PEDPIP program.

V. FINANCIAL IMPACT

PEDPIP Program Funding Sources/Unrestricted Funds

Funding sources for the PEDPIP program come from the PDC's unrestricted funds, i.e., the UDAG Fund and the Unrestricted CIP Fund. At this time, the total available to lend from these funds is just over \$340,000. With the maximum loan amount being \$150,000, these unrestricted funds could be almost used with two loans.

At present, principal balances owed for UDAG and Unrestricted CIP sourced loans are as follows:

- **UDAG:** \$327,799 owed with maturity dates on the six outstanding loans ranging from 2021 to 2028;
- **Unrestricted CIP:** \$261,240 owed with maturity dates on the five outstanding loans ranging from 2022 to 2029.

UDAG is an unrestricted, but finite economic development fund given that it is program income from a now defunct federal program. Ten years ago (Sept. 2010), there was \$1,203,500 in the UDAG Fund, but it has since been used for PEDPIP (\$465,245) and for loans.

PDC Restricted Loan Funds

The PDC has restrictions on loan funds for its Brownfields Program, CIP loan fund, and the Finance Authority of Maine Regional Economic Development Revolving Loan Program Funds (REDRLP).

In order for the City to use its REDRLP funds, a borrower must conduct business in one of the following categories:

- *Advanced manufacturing technologies*
- *Advanced information systems*
- *Advanced biological/natural resource technologies*
- *Conversion from defense industry*
- *Significant export involvement (goods or services)*
- *Significant research and development*
- *Micro-businesses (fewer than 15 employees)*
- *Quality child care projects (Regional Economic Development Revolving Loan Program for Day Care is also administered directly by FAME)*
- *Business significantly engaged in commercial and/or mixed-use real estate and/or community facilities development*
- *Business significantly engaged in serving tourists, such as outdoor recreation, culture, heritage and hospitality.*

In addition, loan exposure cannot exceed 50% of the total project cost for projects from \$50,000 up to a maximum loan amount of \$350,000.

The Restricted CIP Loan Fund and Brownfields Loan Funds also have various restrictions.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends the PEDPIP Program be discontinued for a number of reasons. First and foremost, the low balances in the UDAG and Unrestricted CIP funds would limit access to flexible funding to continue to support commercial lending. In addition, the primary objectives of PEDPIP have been met and the City's economy is stronger than it has been in many years.

VII. RECOMMENDATION

The PDC Board met on August 22, 2019, to consider discontinuing or modifying the program, with the result being a recommendation to the City Council, in a 8-0 vote, to discontinue the Program.

VIII. LIST ATTACHMENTS

1. PDC PEDPIP Discontinued 9.4.2019
2. Listing of Grants to Date CC
3. PEDPIP Guidelines CC
4. ED Plan and Work Plans CC

Prepared by:

Greg Mitchell, Director

Date: 8/22/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DISCONTINUING THE PORTLAND DEVELOPMENT
CORPORATION'S PORTLAND ECONOMIC DEVELOPMENT PLAN
IMPLEMENTATION PROGRAM**

ORDERED, that the Portland City Council, acting in its capacity as sole Corporator of the Portland Development Corporation, hereby discontinues the Portland Economic Development Implementation Program.

PDC Approved Grants for PEDPIP

Organization & FY	Date	Grant	Match	Total Project
Approved:	Project:	Approved		Cost
Portland Regional Chamber	2/16/2012	Slideshows	10,000	20,000
Creative Portland	3/15/2012	2 Degrees	10,000	20,000
Creative Portland	3/15/2012	Branding Portland	20,000	40,000
Creative Portland	3/15/2012	LiveWork Website	16,500	33,000
Creative Portland	3/15/2012	Creative Economy Metrics	1,500	3,000
Creative Portland	4/27/2012	Artspace Survey	5,750	11,500
Creative Portland	4/27/2012	Creative Map and Guide	5,835	10,100
Portland Performing Arts Fest.	4/27/2012	1st Festival	40,000	180,000
Portland Community Chamber	1/3/2013	Growing Ptd Initiative	40,000	80,000
Creative Portland/Creative Space	8/15/2013	Art Space Survey Activities		60,000
		- Inventory	11,500	
		- Web-based Clearinghse	9,250	
		- Resource Guides	9,250	
City of Portland	3/13/2014	MITC/Iceland-UK Trade Msn	3,309	6,618
Portland Community Chamber	4/17/2014	Startup and Create Week	25,000	169,010
World Affairs Council	4/17/2014	Celebrating Immigration	15,000	50,000
City of Portland	10/16/2014	MCBER Research	19,360	38,720
Portland Community Chamber	10/16/2014	2015 Scorecard	9,460	18,919
Creative Portland	12/18/2014	Work in Place	5,000	10,000
Creative Portland	12/18/2014	UNESCO Creative Cities	10,000	20,000
City of Portland	2/19/2015	MITC/Invest in Maine	10,000	123,320
Portland Community Chamber	4/16/2015	Maine Start Up & Create Wk	15,000	176,150
Cultivating Communities	6/18/2015	Local Food Cluster Accel	15,000	45,000
Cooperative Development Institute	7/16/2015	Instit Food Service & Procurement Plan	15,000	43,000
MCED	12/17/2015	Top Gun Overhaul & Preflight	15,000	30,000
Creative Portland	4/21/2016	Greenlight Series Finale	7,300	30,000
Creative Portland	6/16/2016	Update Cultural Plan	15,000	50,000
FY2017				
ME Convention Ctr Collab/Chamber	10/20/2016	Feasibility Study for Convention Center	5,000	250,000
Portland Buy Local	10/20/2016	Host Community Forum to Strengthen Portland's Economy	2,500	10,000
MCED	10/20/2016	E*Next Pilot Project	7,500	32,452
Portland Downtown/Parking Study	10/20/2016	Parking Study	7,155	14,310
Portland Downtown/Walking Tour	10/20/2016	Walking Tour	2,500	5,000
Maine College of Art	5/25/2017	Campus Master Plan	3,676	22,500
GPCOG	5/25/2017	Portland Food Launch and Festival	5,000	55,000
Women United Around the World	5/25/2017	Vocational Training Program for Immigrant Women	5,000	30,000
FY2018				
City Office of Econ. Opportunity	10/3/2017	Dev. Strategies&Measurable Plan to Integrate Immigrants	15,000	30,000
City Office of Econ. Opportunity	5/31/2018	Create Prof. Connector Program/Job Openings and Newcomer	5,375	68,172
ME Immigrants Rights Coalition	5/31/2018	Create Database/Immig. Econ. Opport. Network	10,000	35,056
ME Crafts Association	5/31/2018	Gallery at 519 Congress St. for ME Craft Artists/EDU&Culture	7,525	15,050
FY2019				
Portland Adult Education	10/18/2018	New Mainers Resource Center Educ. Assistance	15,000	30,000
Creative Portland	10/18/2018	Hire Prof "Experience Design" Consultant, Cultural App	15,000	30,000
Totals:			465,245	1,895,877



Portland Economic Development Plan Implementation Program (PEDPIP) Program Guidelines

Description

The Portland Economic Development Vision and Plan, along with the companion Current Work Plan (updated every 2 years), was developed through collaboration among the City, Portland Community Chamber and Creative Portland, as well as stakeholders from a range of industry sectors. To assist with implementation of the Current Work Plan as well as the larger Vision and Plan, the Portland Economic Development Plan Implementation Program (PEDPIP) was developed.

PEDPIP provides non-profits and the City with matching grants to assist them with planning studies and other “soft” costs associated with economic development projects and programs in the Current Work Plan and the larger Vision and Plan. PEDPIP does not fund “hard” costs for public infrastructure or private development projects.

Objective

To support the growth of Portland’s economy through investing in projects and programs which implement the Portland Economic Development Vision and Plan, and the Current Work Plan.

Eligible Activities (In order of funding priority)

1. Projects/Programs listed in the Current Work Plan, the companion document to the Portland Economic Development Vision and Plan;
2. Projects/Programs found in the Economic Development Vision and Plan that are in the highlighted boxes, each titled “Work Plan”;
3. Projects/Programs not listed in the Current Work Plan or in the highlighted boxes titled “Work Plan” in the Economic Development Vision and Plan, but are determined by the Portland Development Corporation to be related to implementation of the Economic Development Vision and Plan.

Funding Requirements

- Maximum grant request is \$15,000;
- Grants must be matched by an equal or greater dollar amount from funding sources other than the Portland Development Corporation.

Eligible Applicants

Not-for-profit organizations and the City of Portland that are working to implement the City of Portland’s Economic Development Vision and Plan, and Current Work Plan.

Source of PEDPIP Funds

The Portland Development Corporation utilizes up to 10% of its Unrestricted Funds for PEDPIP grants. This 10% dollar amount is set at the beginning of each fiscal year (July 1) to determine that year's allocation for PEDPIP grants.

Application and Approval Process

Effective as of July 1, 2016, grant applications are due at 3:00 PM on the last day of September that falls on a weekday. If grant funds remain after awards are made from the September round, then grant applications will again be accepted and are due at 3:00 PM on the last day of March that falls on a weekday. Please check with the City's Economic Development Department to learn whether grant funds will be available for the March round.

Submit applications to the City's Economic Development Department, City Hall, Room 308 or nrh@portlandmaine.gov.

The Portland Development Corporation reviews and approves all qualified grant requests.

ECONOMIC DEVELOPMENT VISION + PLAN PORTLAND MAINE

August, 2011

Contents

1 Introduction

Core economic development focus

3 Grow the economy

7 Enrich the creative economy

9 Support business

11 Appendices

12 Appendix A: Task Force Members + Support

13 Appendix B: Listing of Past Reports Reviewed

14 Appendix C: Outreach Meetings + Presentations Completed

15 Appendix D: Description of Economic Development Plan Components

16 2011 + 2012 Work Plan

ECONOMIC DEVELOPMENT VISION + PLAN PORTLAND, MAINE

The following is an economic development vision and plan for the City of Portland, Maine. It has been created in acknowledgement that economic development in general, and business retention, expansion, and attraction in particular, are vital to the growing prosperity and improvement in the quality of life of Portland's citizens.

This vision and plan provides a roadmap for success in Portland's future economic development. It draws on the previous and current work of the City, its citizens, businesses, and stakeholders. The vision and plan was accomplished through a collaboration of the City of Portland, Portland Community Chamber, and the Creative Portland Corporation. To guide the process and compile the results, the City and Chamber engaged the Economic Development Plan Task Force. A list of Task Force members is provided in Appendix A.

Rather than recreate the many recent efforts regarding components of the City's economic development, this plan draws from several recent reports that provide information relating to the economic development process. A listing of these reports is provided in Appendix B. The plan is also based on input obtained through outreach to citizens, workers, and stakeholders through a coordinated social media strategy including a project web page, Facebook page, and Twitter updates. Finally, it incorporates input received through outreach meetings and presentations, a listing of which is provided in Appendix C.

Using information gathered from these resources, an economic development vision and strategy has been developed that consists of the following components:

- Guiding Principles + Vision Statements
- Goal Statements
- Implementation Strategies

A description of these components is provided in Appendix D.

The vision and plan presents three primary areas critical to long-term success in Portland's economic development. These core areas of focus include:

1. Grow the economy
2. Enrich the creative economy
3. Support Business

To support these core areas of focus the City must take action to coordinate, communicate, and measure progress. Additionally, as part of this plan and vision and to enable its success:

Portland will work in collaboration with the communities and stakeholders of the Greater Portland Region to not only grow the City's economy, but also the economy of the region; together we will work to make the Greater Portland Region a great place to work, live, and grow a business.

Portland will participate in regional efforts at industry tradeshows and through external advertising, including specifically working with the Greater Portland Convention and Visitors Bureau and Greater Portland Economic Development Corporation

Portland will adhere to the regional economic development protocol agreed to by the Greater Portland Communities, and will participate in a collaborative marketing and business attraction program for the region

Portland is committed to regular and systematic economic development strategic planning and evaluation, including monitoring progress of its plan and activities, measuring progress and impacts, and making strategic changes as warranted. This includes maintaining and reporting through the Chamber's annual Economic Scorecard. The process will engage key stakeholders and include regular communications with the businesses, citizens and taxpayers of the City.

Portland will utilize the latest technologies, including web and social media, to communicate and market Portland both inside and outside the region, and to deliver its economic and business development services and communications.

By adhering to this vision and plan, Portland will achieve its economic development goals, creating economic prosperity through growth of the City's tax and employment base.

Portland's greatest strength is its underlying quality of life and unique character, contributing to its continuing national recognition as a highly desirable community in which to live and work. It is especially important for Portland to recognize, support, and enhance the fundamental qualities of place that make Portland unique and desirable for investment and growth; these include education, parks, waterfront, downtown, neighborhoods, cultural diversity, and the geographic and architectural heritage of the City. These assets enable Portland's economic development efforts to attract and grow businesses and support residents and workers. In turn, a strong economic environment enables the City to support and sustain these quality of life assets.

Economic development planning is an integral part of Portland's Comprehensive Plan, so this strategy document can be seen as a guiding policy and action plan in concert with other planning initiatives. The inter-relatedness of all elements of the plan are exemplified by the Sustainable Portland plan, which recognizes that the future health and prosperity of Portland depends on stewardship of our environment, our community, and our economy, the three fundamental components of future sustainable communities. For example, the City has adopted a Housing Plan that sets forth policies that will ensure that we can house a growing population, critical to building a workforce to engage in the jobs that will be created. Another example would be the Community Vision, which emphasizes the importance of quality education to ensure that the population possesses the skills needed to succeed in the modern economy – from skilled labor to high tech and innovation industries. It is understood that this Economic Development Vision and Plan for Portland does not itself address every component needed for future prosperity, but depends on the coordinated and comprehensive plans and policies that function together to secure our future well being.

This vision and plan is meant to be a living document to guide policies, programs, and actions within the City. It should be stressed that this is not a "City Government" only plan. It was developed by a collaborative effort between the City, the Portland Community Chamber, and the Creative Portland Corporation, with significant engagement from the Task Force; input from the public, private and not-for-profit sectors; and guidance from many past collaborative efforts. It is therefore a "community-wide" economic vision and plan to be utilized and implemented by those willing to participate and move forward into the future. Rather than being the sole document or effort related to economic and community development, this vision and plan is meant to provide a specific focus on the City's economic development vision, goals, and strategies. Other efforts and documents address closely related issues such as housing, infrastructure, services, and neighborhoods. Some of these issues are referenced in this vision and plan, but this document is not meant to cover those issues in detail.

Throughout the plan the term "business community" is used to represent the private sector. For this plan the "business community" is meant to mean all businesses in Portland, large or small, as well as any other stakeholders who have a vested interest in the economic growth and well being of the City of Portland.

Why a vision and plan? The purpose is best summarized in the following statement: "Creating economic prosperity through growing the City's tax and employment base."

The economic recession has called out for the City to start considering "what's next" in terms of how we can grow wealth. Portland, along with other partner communities in South Portland, Scarborough, Falmouth, Cape Elizabeth, and Westbrook, plus the Portland Regional Chamber and a regional education alliance, have incorporated a private/public non-profit organization to support regional approaches to economic development, including marketing/branding. This vision and plan for Portland will help ensure that these regional efforts reflect the City's needs and strategies for economic development.

Strategies are the economic development priorities (or work plan) over the next 6-12 months starting in the summer of 2011. Appendix E outlines the assignment of work plan activities, budget resources and timeline.

The Plan's implementation will be monitored by the existing Task Force which has agreed to meet periodically to make sure the Plan is implemented and to recommend Plan revisions.

CORE ECONOMIC DEVELOPMENT FOCUS GROW THE ECONOMY

Guiding Principles + Vision

The City is committed to creating economic prosperity through growing its tax and employment base.

Goals + Implementation Strategies

Understand the needs and concerns of existing businesses to support their retention and expansion

(Relevant Scorecard Indicators: none)

Work Plan:

Develop and sustain a visitation program to obtain regular feedback from the business community with areas of concern addressed in a timely manner. To implement this, the City should follow the detailed steps outlined in the MIT Report, with the major steps of the program being business outreach, information gathering, and most importantly, follow-up. The Mayor shall be involved and be the face of this program.

Action | Measurement:

- A business visitation pilot program will be established
- Feedback from the pilot visitation program will be used to adjust economic strategies and activities, and results of the visitation program will be communicated to the City's business community
- The results of the pilot program will be used to refine and implement an ongoing program
- Business will be better informed of economic development resources and opportunities in the City, and will feel that their concerns are being heard and acted upon

Develop non-visitation methods to enable additional communication and feedback from business by utilizing social media, surveys, and events

Utilize marketing and communication to promote, maintain and expand commercial loan and other business financial incentive programs that leverage and support business retention, expansion, and attraction

Support industry sectors that are innovative and have high growth/high value potential to provide future opportunities for economic development (Relevant Scorecard Indicators: S&E Occupations, Private Sector Employment Growth, Regional Earnings per Employee, Value of City Imports & Exports per Capita, Regional Venture Capital Investment, Regional Patents Issued). Added to these Scorecard Indicators will be employment growth and earnings per worker in targeted sectors.

This goal shall be accomplished through business retention and expansion efforts, as well as through a regional attraction effort coordinated with the Greater Portland Economic Development Corporation and Maine and Company. Based on past analyses and current data, sectors to target include:

- Finance and insurance
- Life science – including bioscience, healthcare, and medical
- Food production/food service – including fishing and seafood
- Marine and marine related – working waterfront, port related, and cargo
- Arts and culture
- Creative enterprise
- Visitation, tourism, and entertainment
- Support redevelopment of the Civic Center as a destination for visitors and residents alike
- Professional, technical services and business services
- Information Technology (IT) and IT-related services
- Manufacturing in niche areas including but not limited to food, chemical/biological, and nano-electronics

Work Plan:

Form working groups to develop specific strategies for each targeted sector, and for life sciences and food production services include in those strategies the recommendations from the MIT report.

Work Plan:

Produce additional analysis to further prioritize and develop sector/cluster strategies based on opportunity and analysis.

Action | Measurement:

- Form at least 3 working groups to develop strategies in three of the targeted sectors
- Identify and conduct further analysis to support strategy development in the three initial targeted sectors
- Develop implementation strategies in the three targeted sectors

In addition to the above targeted sectors, the City will value, support, and market green initiatives and businesses that operate in “green” markets

Work Plan:

Coordinate business and higher education needs to support regional workforce development

(Relevant Scorecard Indicators: Educational Attainment)

Advocate for workforce training and the education needs of Portland businesses to service providers and the regional higher education coalition

Participate through the Greater Portland Alliance of Colleges and Universities to strengthen alliances and opportunities for workforce education, training and development with the organization's regional institutes of higher education

Expand and encourage the availability of higher education scholarships provided by private businesses within the community

Action | Measurement:

- Conduct initial meeting between Greater Portland businesses, economic development representatives and representatives of the Greater Portland Alliance of Colleges and Universities; develop an ongoing process to increase advocacy, planning, and programming in support of workforce development

Increase awareness among businesses, workers, and residents regarding the benefits to the local economy of supporting Portland businesses

(Relevant Scorecard Indicators: None)

- Bring together Portland businesses and residents through marketing, communication and networking to increase sales at those businesses

Sustain economically vibrant neighborhoods

(Relevant Scorecard Indicators: None)

- Work with the City's neighborhood liaison to regularly engage businesses and residents in the environment and culture of Portland's neighborhoods
- Support the growth of local neighborhood business and promote the benefits they provide to the neighborhood's residents

Support efforts for a vibrant and attractive downtown

(Relevant Scorecard Indicators: Downtown Vacancy indicator)

- Recognize the Portland Downtown District as the entity to lead Downtown economic development efforts

Support a working waterfront, recognizing the Central Waterfront as an urban maritime district promoting traditional and emerging waterfront uses – a careful balance of mixed uses to help finance the marine infrastructure; the State Pier and Ocean Gateway, dedicated to passenger ferries, cruise ships and facilities; and the Western Waterfront, Portland's essential deep water port edge and acreage.

(Relevant Scorecard Indicators: Value of City Imports & Exports)

- Provide continued support for Ocean Gateway's use as an international passenger cruise ship terminal.
- Provide continued support for the International Marine Terminal (cargo shipping)
- Continue to monitor the effect of recent changes to zoning ordinances – allowing non-marine businesses on the waterfront – on the growth and development of marine industries and quality of marine infrastructure in the zone.

- Provide continued support for the Portland Fish Pier and the infrastructure to support the fisheries industry.
- Prioritize attention and funding to dredge Portland's harbor (federal channel and private shores), and encourage investment in other marine infrastructure as a mean to provide continued access to and functional utility of private and publically owned piers.

Support and market Portland's distinct urban commercial targeted growth districts, encouraging a mix of housing and commercial development to create 24/7 activity and vitality. Each district will capitalize on its unique strengths to maximize the employment and tax base, channeling growth into emerging districts and established employment areas. These districts include: Bayside, an extension of downtown, featuring transit-oriented, high density modern mixed use along the new Bayside trail and a new front face to the city; Downtown, an historic main street, Arts District and Old Port, the center of finance, law, and commerce that capitalizes on its historic fabric and cosmopolitan feel; and Eastern Waterfront, an urban redevelopment district in a new street block grid on the scenic waterfront, situated at the hub of ferry terminals, the Eastern Prom Trail, and flanked by the charm of India Street and Munjoy Hill neighborhoods.

(Relevant Scorecard Indicators: None)

- Develop a Capital Improvement Plan (CIP) for commercial growth areas to address physical infrastructure needs
- Include information about business and growth opportunities for these targeted commercial areas within business expansion and attraction marketing and communication efforts

Continue to develop and promote Portland's commercial and industrial districts, including Riverside Street, the Rand Road Technology Park, and other locations suited for cutting edge business and industry.

- Develop a Capital Improvement Plan (CIP) for commercial growth areas to address physical infrastructure needs
- Include information about business and growth opportunities for these targeted commercial areas within business expansion and attraction marketing and communication efforts

Attract and support entrepreneurs as a means of growing and diversifying the local economy (Relevant Scorecard Indicators: Regional Venture Capital Investment) Add to Scorecard Indicators: Business

Start-ups and Business Churn

- Coordinate entrepreneurship services to ensure Portland entrepreneurs are supported for start-up, retention, and growth
- Support efforts to increase minority entrepreneurship and the entry of minority populations into business and the workforce
- Develop a "Portland Host" program to have existing businesses and professionals welcome new business to the City and be available to help recruit new businesses. This program will include representatives of the Portland Community Chamber, the City and others as appropriate.

Recognize that infrastructure – be it roads, sewer, water, energy, communication networks or transportation – is the underpinning of economic growth and development. It must be maintained and improved to support the goals and strategies contained in this plan.

(Relevant Scorecard Indicators: Visitors to Region, Enplanement, Value of City Imports and Exports Per Capita)

- Portland will plan for future transportation and infrastructure needs and prioritize improvements to be implemented within a reasonable timeframe, in order to support economic development and growth
- Portland will provide a transportation system which encompasses all modes, balances competing objectives, and promotes the economic vitality and quality of life in the Portland community
- Portland will support a network of airport, rail, ports (cargo and passenger) and highway infrastructure to compete in the global economy
- Portland will continue to attract passenger airline carriers to the Jetport in an effort to lower ticket prices and offer greater choices for travelers

- Portland will encourage the development and maintenance of telecommunications infrastructure, including broadband service, to support opportunities arising from digital technologies
- Portland will support improvements and maintenance of environmental infrastructure (i.e. combined sewer overflow infrastructure to support a healthy harbor) to foster further growth

CORE ECONOMIC DEVELOPMENT FOCUS ENRICH THE CREATIVE ECONOMY

A great growth potential for Portland's creative economy lies within the creative enterprise cluster. The creative enterprise cluster includes trades and professions that are built upon the translation of creative expression and talent along with application of innovation into profitable products and services. Examples of the creative enterprise cluster include the design arts, the culinary arts, textiles and furnishings, media, fashion, writing and publishing, advertising, music, innovation and knowledge based enterprises, and other such enterprises. Entrepreneurs building creative enterprises are attracted to cities like Portland, Maine that have the magnetic qualities of a vibrant and well known creative spirit, and a rich physical, social and cultural environment. Therefore, to foster growth of creative enterprises first requires maintaining and enhancing the presence of arts and cultural organizations and individual artists, and the protection and enhancement of the community cultural, environmental, architectural and natural assets. The affirmative action required to attract, nurture, and grow creative enterprises is to get the word out nationwide through community branding and marketing that Portland has what it takes to sustain and support these enterprises to capitalize on this growth industry for Portland.

Guiding Principles + Vision

Value innovation, entrepreneurship, creativity, arts, culture, and entertainment to improve the economy and enhance Portland's uniqueness and diversity

Goals + Implementation Strategies

Increase collaboration, coordination, and communication among those involved in the arts, cultural, creative and innovation sectors

(Relevant Scorecard Indicators: None)

Work Plan:

Recognize and utilize the Creative Portland Corporation ("Creative Portland") as the lead organization to drive strategies and implementation for Portland's creative economy efforts

Work Plan:

Inform the public on what the creative economy encompasses and its importance to the local cultural and economic environment

Action | Measurement:

- The Creative Portland Corporation will develop an operative definition and baseline metric of the existing creative enterprise economy in Portland, and periodically update this metric to assess progress in order to revise strategic initiatives and grow this sector.

Market Portland to increase recognition nationally and internationally that this is a City where arts, culture and entertainment, innovation, and creativity thrive

(Relevant Scorecard Indicators: Visitors to Greater Portland/Casco Bay Region and Regional Food Services & Drinking Places Sales Growth)

Work Plan:

Creative Portland will convene a meeting of all entities involved in marketing and branding Portland to collaborate on message and strategy implementation, determine roles and responsibilities, adopt a common brand and related sub-messages, and adopt a process for moving forward and implementing the strategy

Work Plan:

Take Creative Portland's web platform, LiveWorkPortland, and develop a web and social media plan on a national level; make sure that all related organizations' (City, Chamber, Greater Portland Economic Development Corporation, Portland Downtown District, Convention and Visitors Bureau, and Creative Portland Corporation) marketing and messaging align

Action | Measurement:

- Creative Portland will convene a meeting of all entities involved in marketing and branding Portland to collaborate on message and strategy implementation and determine roles and responsibilities
- A marketing strategy with a common brand and related sub-messages and a process for moving forward and implementing will be developed
- Citizens, businesses, and those involved in economic development services will easily recognize and utilize a united brand and messaging to promote business and economic development

Include within business attraction efforts a targeted strategy to attract creative and entrepreneurial individuals and businesses

Include in attraction efforts targeting visitors to Portland

Create incentives to establish and grow Portland's creative enterprises

(Relevant Scorecard Indicators: Venture Capital Investment indicator); add Business and Employment Growth in Creative Sectors

Work Plan:

Provide assistance to secure funding for organizations that support creativity, entrepreneurship, and innovation

Develop creative financing mechanisms, such as tax increment financing, which can help support major new, expanded, or rehabilitated cultural facilities

Work Plan:

Propose revisions to the City's creative economy revolving loan fund program to meet market demand

Work Plan:

Create incentives to attract and retain artists and entrepreneurs for development of live/work residences or common workspace and housing

Action | Measurement:

- Creative Portland to assess City loan and assistance programs and propose revisions
- CP will assess the feasibility of establishing a facility to house artists

Support individuals, workers, and businesses that are innovative, creative and entrepreneurial as a means of growing and diversifying the local economy

(Relevant Scorecard Indicators: None); add Business and Employment Growth in Creative Sectors

Research best practices among cities nationally to support the arts, entertainment, creativity, entrepreneurship, and innovation, and incorporate into Portland's strategy for creativity, entrepreneurship, and innovation

Obtain additional research/information regarding what drives creative persons and entrepreneurs to choose Portland by interviewing recent in-migrants

Survey creative economy businesses and ask what they need to grow their businesses, then develop action steps

Action | Measurement:

- Conduct initial research
- Track inputs, outputs and outcomes on specific programs and services established, including dollars spent to support, entities supported, dollars leveraged, satisfaction with the programs, and impact of funding

Recognize and support individual artists, and arts and cultural-related venues and organizations

(Relevant Scorecard Indicators: None)

Develop a "how to" online city resource to get events approved by the city

Feature one creative economy business per month on the City's eco-development web platform

Coordinate entrepreneurship services to ensure that Portland entrepreneurs are being supported for start-up, retention, and growth

CORE ECONOMIC DEVELOPMENT FOCUS SUPPORT BUSINESS

Guiding Principles + Vision

Portland will be recognized as a city where the business community is valued and nurtured through support services which are relevant, helpful, welcoming, and delivered in a timely manner with superior “customer service”

The City will continue to strive towards a more simplified and streamlined process of interacting with all current and future businesses in Portland

Goals + Implementation Strategies

Interactions with City departments, agencies and staff will be handled with accuracy, timeliness and a positive customer service attitude.

(Relevant Scorecard Indicators: None)

Work Plan:

The City will produce an updated “Doing Business Guide” to assist businesses with obtaining services, including, for example, a timeline describing the process for approval and associated fees when licenses and permits are needed.

Work Plan:

The City will maintain a “Hotline” and focused web services/pages for business assistance, to connect businesses with needed services.

Work Plan:

Computer software will be implemented to improve communication, tracking, and follow-through among City departments and those seeking planning, development, licensing, codes, and permitting

Work Plan:

High level of accessibility will be maintained through all aspects of communications, included web and social media

Work Plan:

City staff that are interfacing with business will be provided additional customer service training

Action | Measurement:

- The City will put in place by July 1, 2012 a customer service feedback system to obtain feedback from those clients served by the City's business and development-related programs and services.

Work Plan:

The Development Review process will be clear, consistent, predictable and timely.

(Relevant Scorecard Indicators: None)

Action | Measurement:

- The 2010 updates to the City's Development Review process are intended to fulfill the goal expressed above. The Chamber and the City will undertake an annual review of development applications to verify that the updates are achieving their intended purpose, and will make recommendations for further refinement if so warranted.

The business community, in partnership with the City, will nurture the growth and prosperity of Portland businesses.

(Relevant Scorecard Indicators: Private Sector Employment Growth, Regional Earnings per Employee, Gross Metro Product Growth)

Specific assistance to be offered includes:

- Workforce Development – Align education and trade skills with business needs
- Visitation – Support visitation programs
- Marketing – Promote Portland as a place to work, play, shop and conduct business
- Networking – Support Portland business-to-business interactions
- Advocacy – Through regular briefings of elected officials, strengthen the voice of Portland businesses at all government levels, including those that have a regulatory impact and those that affect resource allocation

Utilize Federal, State and Local support to help Portland businesses of all sizes grow, add employment, and generate new net tax revenue as well as attract new businesses

(Relevant Scorecard Indicators: Employment Growth, Property Tax Rate, and Property Valuation)

- The City will review and revise its Tax Increment Financing Policy, as needed, to support the goal of expanding jobs and the municipal tax base associated with targeted economic and business development
- Maintain adequate funding for City-sponsored commercial and industrial loan and grant programs, and market the availability of such programs to the business community
- Monitor State and Federal business assistance programs and communicate with Portland businesses about those programs, advocating for program changes as needed
- Promote availability of all tax credit programs (Federal and State), including use of Historic tax credits for building rehabilitation in Portland's historic commercial districts

Appendices

APPENDIX A: TASK FORCE MEMBERS + SUPPORT

Members

Richard Aronson
Century Tire Co.

Ed Bradley
Vessel Services, Inc.

Roxane Cole
Roxane Cole Commercial Real Estate

Corson Ellis
Kepware Technologies

Fred Forsley
Shipyards Brewery

Brenda Garrand
Garrand Marketing

Gary Goodrich
BioProcessing, Inc.

Andy Graham
Portland Color & Creative Portland

Joseph Gray
City of Portland

Chip Harris
Kilbride & Harris Insurance

Gerard Kiladjiian
Portland Harbor Hotel

Gary Koocher
Applicator Sales & Services

Jack Lufkin
Gorham Savings Bank & Portland Community Chamber

Gregory Mitchell
City of Portland

Paul Peck
Drummond & Drummond

Brian Petrovek
Portland Pirates & Portland's Downtown District

Charles Poole
Proprietors of Union Wharf

Nathan Smith
Bernstein Shur

Paul Stevens
SMRT

Support

Greg Mitchell and Nelle Hanig
City of Portland Economic Development Division

Alex Jaegerman
City of Portland Planning Department

Jack Lufkin
Portland Community Chamber

Jim Damicis
Project Consultant, Camoin Associates

Jeff Breece
Project Consultant, Camoin Associates

Jennifer S. Muller
Graphic Designer

Andy Graham
Portland Color

Laurie Banks
Perry & Banks

APPENDIX B: LISTING OF PAST REPORTS REVIEWED

“Knowledge in Cities” by Todd Gabe, University of Maine, et al, September 2010 - Portland has a “thinking” economy.

Memorandum from the Metro Coalition Subcommittee regarding the Greater Portland Economic Development Corporation Formation - June 22, 2010

MIT Master’s Class in Economic Development Planning
Spring 2010 Report Portland in Focus – a Demographic/
Economic Profile

Portland’s Downtown District (PDD) Strategic Plan –
March 2010 (Portland’s Downtown District)

Portland’s Economic Scorecard 2010 (Portland Community
Chamber in partnership with Portland Regional Chamber)

Development of a Regional Economic Development
Organization for the Greater Portland Region – October
2009 (PolicyOne Research, Inc.)

Creative Economy Steering Committee – Report of
Recommendations to the Portland City Council -
October 2008

Looking Out for Portland and the Region 2007
(Portland Community Chamber)

Portland’s Creative Economy Summit Report –
May 31, 2006 (City of Portland)

A New Vision for Bayside, Book One: The Plan –
April 2000 (City of Portland)

A New Vision for Bayside, Book Two: Implementation –
April 2000 (City of Portland)

A Plan for Portland’s Arts District – Executive Summary
Prepared by the City of Portland Planning Division January
1996 (from the November 1995 Report just below)

A Plan for Portland’s Arts District – November 1995 (Herbert
Sprouse Consulting and The Wolf Organization, Inc.)

Downtown Vision – March 11, 1991 (City of Portland)
Vision 2000 – A Vision for the Future of the Greater Portland
Region, c1989.

City of Portland’s Comprehensive Plan

APPENDIX C: OUTREACH MEETINGS + PRESENTATIONS COMPLETED

MIT Graduate Class stakeholder meetings and business interviews held during January to April 2010.

December 1, 2010 Creative Portland Corporation Board meeting – Reviewed the Draft Creative Economy Section.

January 20, 2011 Downtown Portland Corporation Board public meeting - Reviewed January 10, 2011 Draft Portland Economic Development Plan for input.

January 26, 2011 Community Development Committee public meeting - Reviewed January 10, 2011 Draft Portland Economic Development Plan for input.

February 9, 2011 Creative Portland Corporation Board public meeting - Reviewed February 8, 2011 Draft Portland Economic Development Plan for input with emphasis on the Creative Economy Chapter.

March 8, 2011 Portland Business Advisory Council meeting – Reviewed February 14, 2011 Draft Portland Economic Development Plan for input.

March 10, 2011 Portland Mayor's Local Cable TV Call-in Program – Greg Mitchell, Jack Lufkin and Andy Graham were interviewed by Portland Mayor Mavodones to discuss the Draft Portland Economic Development Plan.

APPENDIX D: DESCRIPTION OF ECONOMIC DEVELOPMENT PLAN COMPONENTS

Guiding Principles + Vision Statements

These are high level statements designed to guide policy, ordinances, and activity, by the City and stakeholders. They represent what Portland stands for and wants to achieve and/or become over the long term.

Goal Statements

These are primary economic development goals to be achieved over the next three years and beyond – They provide more detail for the vision statements. Multiple goals should be identified for each vision/principle and address specific subject areas such as: planning & development process, regional cooperation, targeted industries, infrastructure, and quality of place.

Implementation Strategies

These are specific tactics that will be undertaken to achieve goals, including who has primary responsibility, timeframe, estimated costs, and how progress will be evaluated.

Economic Development Plan Components



PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Pro Tem, Nicholas M. Mavodones, Jr. called the meeting to order at 5:30 P.M. (Mayor Strimling arrived during Public Comment).

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft Minutes for the August 12, 2019 Special City Council minutes and the August 12, 2019 Regular City Council Minutes.

Motion was made by Councilor Ray and seconded by Councilor Ali to approve the minutes of August 12, 2019 Special City Council Minutes and Regular City Council Minutes. Passage 8-0.

APPOINTMENTS:

Order 36-18/19 Appointing Frank T. Clark as Police Chief - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Batson and seconded by Councilor Ali for passage as an emergency. Passage 8-0.

CONSENT ITEMS:

Order 37-19/20 Declaring November 11, 2019 the Veterans Day Parade Festival - Sponsored by Jon P. Jennings, City Manager.

Order 38-19/20 Declaring October 6, 2019 the 28th Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Jon P. Jennings City Manager.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage of the consent items. Passage 8-0.

LICENSES:

Order 39-19/20 Granting Municipal Officers' Approval of Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Ali for passage. Passage 8-0. (Costa out).

Order 40-19/20 Granting Municipal Officers' Approval of Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Mavodones and seconded by Councilor Ray for passage. Passage 8-0 (Costa out).

UNFINISHED BUSINESS:

Order 213-18/19 Approving Modification of the Three-Party Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Congress Street Intersection Improvements - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Batson for passage as an emergency. Passage 9-0.

Order 24-19/20 Appropriating \$870,000 in Donations in Support of Asylum Seekers - Sponsored by the Finance Committee, Nicholas M. Mavodones, Chair.

Motion was made by Councilor Mavodones and seconded by Councilor Costa to amend Order 24 by striking out "\$870,000" in the title of the order and in the first paragraph of the order and adding "\$911,749" in the title of the order and in the first paragraph of the order. Passage 9-0.

Motion was made by Councilor Costa and seconded by Councilor Batson for passage as amended. Passage 9-0.

Order 32-19/20 Approving Agreement with Maine Department of Transportation Re: Congress Square Intersection Improvements - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage. Passage 9-0.

Mayor Strimling took Orders 33, 34, 35 and 43 out of order.

Order 33-19/20 Appropriating Home Investment Partnership Program Funds in the Amount of \$299,999 to Developers Collaborative Predevelopment LLC RE: 66 State Street - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

Motion was made by Councilor Duson and seconded by Councilor Batson for passage. Passage 9-0.

Order 34-19/20 Appropriating Home Investment Partnership Program Funds in the Amount of \$193,266 and Housing Trust Funds in the amount of \$136,734 to Community Housing of Maine RE: 83 Middle Street - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

Motion was made by Councilor Ray and seconded by Councilor Duson for passage. Passage 9-0.

Order 35-19/20 Appropriating \$425,000 from the Housing Trust Fund to the Portland Housing Development Corporation for the 47 Boyd Street Affordable Housing Project - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

Order 43-19/20 Approving the Option to Lease and 99-Year Lease Agreement with Community Housing of Maine for Land at 83 Middle Street - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

Motion was made by Councilor Costa and seconded by Councilor Thibodeau for passage. Passage 9-0.

ORDERS:

Order 41-19/20 Setting Election Date on Citizen Initiative Amendment to the Portland City Charter Re: Ranked Choice Voting for Municipal Officers - Sponsored by Katherine L. Jones, City Clerk.

Motion was made by Councilor Batson and seconded by Councilor Cook to suspend the rules and not take public comment on Order 41. Passage 8-1(Strimling).

Motion was made by Councilor Mavodones and seconded by Councilor Batson to postpone Order 41 Indefinitely. Passage 9-0.

Order 42-19/20 Regarding Citizen Initiative Amendment to the Portland City Charter for Public Campaign Funding - Sponsored by Katherine L. Jones, City Clerk.

Motion was made by Councilor Ali and seconded by Mayor Strimling to send Order 42 as a Charter Amendment to the voters on the November 5, 2019 Municipal Election. Motion failed 2-7 (Duson, Mavodones, Cook, Costa, Ray, Thibodeau, Batson).

Motion was made by Councilor Costa and seconded by Councilor Cook to postpone Order 42 to the September 16, 2019 City Council Meeting. Passage 9-0.

AMENDMENTS:

Order 44-19/20 Designating 17 Structures on or Adjacent to Forest Avenue as Historic Landmarks and Amending the Map of Designated Historic Resources - Sponsored by Jon P. Jennings, City Manager.

This is a first reading.

Motion was made by Councilor Ray and seconded by Councilor Batson to adjourn. Passage 9-0, 9:30 P.M.

A TRUE RECORD.

Katherine L. Jones, City Clerk

PROCLAMATION

Honoring

Barber Foods/ Tyson Foods

During Welcoming Week

September 14 – 23, 2019

WHEREAS, Fostering a welcoming environment for all individuals, regardless of race, ethnicity or place of origin, enhances Portland's socio-economic fabric, economic growth, global competitiveness, and overall prosperity for current and future generations; and

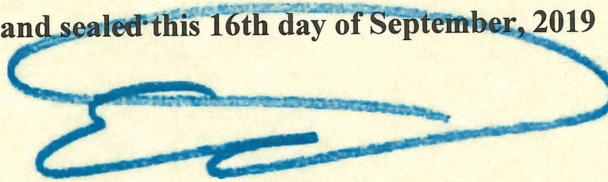
WHEREAS, Since 1955, Portland has been home to Barber Foods/ Tyson Foods, founded by Augustus and Marjorie Barber; and

WHEREAS, The company and community teamed up to help immigrants from many countries around the world to develop roots and provide good jobs to new comers to Maine and the United States; and

WHEREAS, Today those activities remain with on-site English classes and a welcoming place for new American's to work and be productive citizens.

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council in celebration of Welcoming Week do hereby honor Barber Foods/Tyson Foods as a treasure to the city for their exemplary leadership and its impact on the Portland community.

Signed and sealed this 16th day of September, 2019



Ethan K. Strimling, Mayor

City of Portland, Maine



PROCLAMATION

RECOGNIZING

PORTLAND, MAINE AS A WELCOME CITY

WHEREAS, Fostering a welcoming environment for all individuals, regardless of race, ethnicity or place of origin, enhances Portland's socio-economic fabric, economic growth, global competitiveness, and overall prosperity for current and future generations; and

WHEREAS, Portland is a hospitable and welcoming place where people, families, and institutions thrive and the contributions of all are celebrated and valued; and

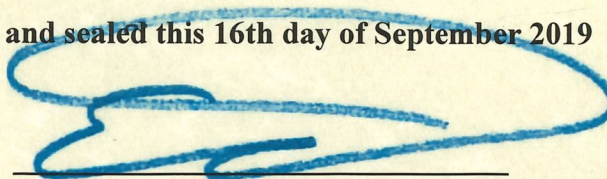
WHEREAS, Portland is committed to continuing building a welcoming and neighborly atmosphere in our community, where all are welcome, accepted and integrated; and

WHEREAS, Community efforts that promote understanding and collaboration between our receiving communities/native-born and our most recent arrivals/foreign-born community members are crucial in encouraging and preserving Portland's welcoming environment; and

WHEREAS, Portland encourages the business leadership, civic groups, other government agencies, and community institutions to undertake their own initiatives, beyond this resolution, to make Portland a vibrant global city.

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council recognize Portland, Maine as a Welcome City.

Signed and sealed this 16th day of September 2019



Ethan K. Strimling, Mayor
City of Portland, Maine



MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 4, 2019

SUBJECT: **Order 46-19/20 Appointing Constables for 2019 for the Department of Public Safety - Sponsored by Jon P. Jennings, City Manager.**

SPONSOR: Jon P. Jennings, City Manager

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action 9/16/2019

Can action be taken at a later date: No No. The constables need to be appointed as soon as possible.

PRESENTATION: None

I. SUMMARY

The Police Department requests the swearing in of two (2) police cadets as constables for the City of Portland.

II. AGENDA DESCRIPTION

The Police Department is requesting that police cadets Brendan Castillo and Nicholas Noyes be appointed as constables.

These appointments are effective until 12:00 midnight, December 31, 2019, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, unless that is one of the person's duties.

The Police Department is requesting this order be passed as an emergency so that these police cadets may perform constable duties as soon as possible. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

These two police cadets have committed themselves to the Portland Police Department and are current criminal justice students at St. Joseph's College. In order to provide additional training within the City of Portland, the Department would like to allow said cadets to receive training as sworn constables. Such training will allow the recruits to enforce municipal ordinances, address quality of life issues, and develop positive relationships with the public and local business owners. These two individuals plan to work with the Department through May 2020.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Police Department recommends that the above-mentioned individuals be sworn as constables for the City of Portland.

VIII. LIST ATTACHMENTS

1. Constables Police Cadets 9.16.2019

Prepared by:

Date: 9/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPOINTING CONSTABLES FOR 2019
FOR THE DEPARTMENT OF PUBLIC SAFETY**

ORDERED, that Police Cadets Brendan Castillo and Nicholas Noyes are hereby appointed constables for calendar year 2019; and

BE IT FURTHER ORDERED, that these appointments shall be effective from the effective date of this order until 12:00 midnight, December 31, 2019;

BE IT FURTHER ORDERED, that these appointments are pursuant to Sections 20-19 and 20-19.5, Portland City Code, and none are allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests; and

BE IT FURTHER ORDERED, that this appointment is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to allow these constables to do their work immediately.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 28, 2019

SUBJECT: Order 47-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 58626(6) Re: James Earles - Sponsored by Jon P. Jennings, City Manager.

SPONSOR: Jon P. Jennings, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action 9/4/2019**

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

This order authorizes the City Council to approve the transfer of \$1,118.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. James Earles.

The money was seized during a drug investigation conducted by the M.D.E.A. in conjunction with the Portland Police Department. The money will be deposited into the Portland Police Department's drug investigation account. The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor. The money may also be used to support the department's Law Enforcement Addiction Advocacy Program.

Five affirmative votes are required for passage of the Consent Calendar.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Earles, James forfeiture 9.16.2019
2. 20190828085907344 (1)

Prepared by:

Date: 8/28/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING TRANSFER OF FUNDS
UNDER
15 M.R.S. §§ 5824(3) and 5826(6)
RE: JAMES EARLES**

ORDERED, that the City Council hereby accepts \$1,118.00 in forfeited assets in the case of State of Maine vs. James Earles from the State of Maine to the City of Portland, pursuant to 15 M.R.S. § 5824(3) and § 5826(6) and as provided in the attached “Approval of Transfer.”

STATE OF MAINE
Cumberland, SS

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-18-3320

State of Maine

v.

James Earles,
Defendant

\$1,118.00 U.S. CURRENCY
Defendant In Rem

}
}
}
}
}
}
}
}
}
}
}
}
}
}

City of Portland
Approval of Transfer
15 M.R.S. §5824(3)
and §5826(6)

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem*, namely \$1,118.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the portion of the Defendant *In Rem*, namely \$1,118.00 to the City of Portland, Maine pursuant to 15 M.R.S. §5824(3) and §5826(6) on September 16, 2019.

Dated: _____

Mayor
(Impress Legislative Body Seal Here)

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

August 13, 2019

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

415 CONGRESS ST., STE. 301
PORTLAND, MAINE 04101
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

Portland Police Department
Interim Chief Vern Malloch
109 Middle Street
Portland, ME 04101

RE: State of Maine vs. James Earles
Cumberland County Unified Criminal Court Doc. No. CR-18-3320
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Malloch:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or

municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Johanna Gauvreau for".

Johanna Gauvreau
Assistant Attorney General
CRIMINAL DIVISION

Enclosure

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR-18-3320

State of Maine	}	
	}	City of Portland
v.	}	Approval of Transfer
	}	15 M.R.S. §5824(3) and §5826
James Earles,	}	
Defendant;	}	
	}	
And	}	
	}	
\$1,118.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and §5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem* namely \$1,118.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant(s) *In Rem* to the City of Portland, Maine pursuant to 15 M.R.S. § 5824(3) and §5826(6) as approved on _____ 2019.

Mayor

(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 28, 2019

SUBJECT: Order 48-18/19 Approving Municipal Officers' Approval of Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street - Sponsored by Jon P. Jennings, City Manager.

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street.

Application was filed on 8/26/2019. New City and State applications. New owners of an existing business.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Pats Pizza
2. 20190903075440754

Prepared by:

Date: 8/28/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

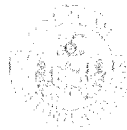
Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street.

Old Port Pizza Bar LLC
149 Baker road, Freeport ME, 04032

To Whom it may concern:

I Mike Lizotte, am taking control of operations at 30 Market Street in Portland Maine and continuing the legacy of Pats Pizza Franchise in the old port. Serving from scratch daily, freshly made pizza and sandwiches, and pastas. While providing great family fun atmosphere when watching a sporting event or bringing the family in for a night out. Our goal as a family restaurant and sports pub is to provide a relaxed and enjoyable experience.

Michael B Lizotte
owner
149 Baker Rd, Freeport, ME 04032
207-754-7151



CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Pats Pizzeria Phone: 207 699-4455
Location Address:	30 market st Portland Me Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	149 Baker Road Freeport Me Zip: 04032
Contact Person:	Mike Lizotte Phone: 207 754-7151
Contact Person Email:	Lizotte14@xqkpa.com
Manager of Establishment:	Justin Martino Date of Birth: 1/10/82 Phone: 207 200-0522
Owner of Premises (Landlord):	Michael Ciarchette
Address of Premises Owner:	Zip:

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address
Mike Lizotte	8/30/82	149 Baker Road Freeport Me 04032
Justin Martino	1/10/82	46 Eastman Rd Cape Elizabeth 04107

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Old Port Pizzeria Bar LLC		149 Baker Rd Freeport Me Zip: 04032	
Contact Person:	Mike Lizotte	Phone:	207 754-7151
Principal Officers	Title	Date of Birth	Residence Address
Mike Lizotte	owner	8/30/82	149 Baker Rd Freeport Me 04032
Justin Martino	GM	1/10/82	46 Eastman Rd Cape Elizabeth Me 04107
Class of Liquor License:	X1		

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	<u>Pizza</u>	
Please circle all that will be served:	<u>Beer</u>	<u>Wine</u>
Projected percentage of sales:	Generated from Food: <u>70%</u>	Generated from Alcohol: <u>30%</u>
Hours & days of operation:	<u>Monday - Sunday 11am to 11pm</u>	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		Y/N <u>Y</u>
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		<u>Y</u>
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		<u>Y</u>
Will you permit dancing after 1:00 a.m.?		<u>Y</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		<u>Y</u>
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		<u>Y</u>
If yes, please list: # of pinball machines: _____ # of amusements: <u>1</u> # of pool tables: _____		
What is your targeted opening date?		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		<u>Y</u>
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		<u>Y</u>
If Yes, please list business name(s) and location(s):		
<u>The Drink exchange 43 wharf st Portland me 04101</u>		
Is any principal officer under the age of 21?		Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		<u>Y</u>
If Yes, please explain: <u>Justin martino - OUI 4 years ago.</u>		

I Mike Lizotte do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title owner Date 8/24/19

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES ☐ NO ☐	

PRESENT LICENSE EXPIRES: _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: 9/11/2019

Requested inspection (New Licensees/ Ownership Changes Only) Date: 9/14/19 Business hours: M-F 11-11

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☐ RESTAURANT (Class I,II,III,IV) ☒ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
☐ OTHER: _____ ☐ SELF-SPONSORED EVENTS

(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Old Port Pizza Bar LLC</u>	Business Name (D/B/A) <u>Pats Pizza</u>
APPLICANT(S) (Sole Proprietor) DOB: <u>Mike Lizotte</u> <u>8/30/82</u>	Physical Location: <u>30 market st Portland ME 04101</u>
DOB: <u>Justin Marino</u> <u>1/10/82</u>	City/Town State Zip Code
Address <u>149 Baker Rd Freeport ME 04032</u>	Mailing Address Same As Above? ☐ <u>149 Baker Rd Freeport ME 04032</u>
City/Town State Zip Code <u>207-754-7151</u>	City/Town State Zip Code <u>207-699-4455</u>
Telephone Number Fax Number <u>207-754-7151</u>	Business Telephone Number Fax Number
Federal I.D. # <u>84-2772608</u>	Seller Certificate #: or Sales Tax #: <u>1202008</u>
Email Address: <u>Lizotte14@xqhee.com</u>	Website: <u>Pats Pizza oldport.com</u>

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 1/1A

2. State amount of gross income from period of last license:

ROOMS \$ _____ FOOD \$ 600,000 LIQUOR \$ 250,000

3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

5. Do you own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

CA-2017-10509 The Drink exchange

License # 43 wharf st

Name of Business

Physical Location

City / Town

6. If manager is to be employed, give name: Justin martino

7. Business records are located at: 149 Baker Rd freepot me 04032

8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Mike Lizotte	8/30/82	Agustn
Justin martino	1/1/82	Agustn
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Mike Lizotte	City: Freeport	State: ME
Name: Justin martino	City: Cape Elizabeth	State: ME
Name:	City:	State:

12. Has/have applicant(s) or manager ever been convicted of any violation of the law, other then minor traffic violations, of any State of the United

States? YES ☒

NO ☐

Name: Justin martino

Date of Conviction: 3/16/2016

Offense: DWI Location: Westbrook

Disposition: misdemeanor (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name:

14. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

15. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner:

Michael Canchette

16. Describe in detail the premises to be licensed: (On Premise Diagram Required)

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☐ NO ☐ Applied for:

18. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house,

measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 mile

Which of the above is nearest? School

19. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland on August 26, 20 19
Town/City, State Date

PLEASE SIGN IN BLUE INK

[Signature]
Signature of Applicant or Corporate Officer(s)
Mike Lizotte
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

FILING FEE: (must be <u>included</u> on all applications).....	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns;	
Class III & IV Malt & Vinous Only	\$ 440.00
CLASS III & IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

Pool

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Old Port Pizza Bar LLC
2. Doing Business As, if any: Pats Pizza
3. Legal Entity's FEIN #: 842772608
4. Date of filing with Secretary of State: 8/24/19 State in which you are formed: Maine
5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Mike Lizotte	149 Baker Rd Freeport ME 04032	8/30/82	owner	70%
Justin Marking	46 Eastman Rd Cape Elizabeth ME 04107	1/10/82	Gm	30

(Stock ownership in non-publicly traded companies must add up to 100%.)

7. If Co-Op # of members: _____ (list primary officers in the above boxes)
8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☒ Yes ☐ No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: Justin Martino

Date of Conviction: 3/16/16

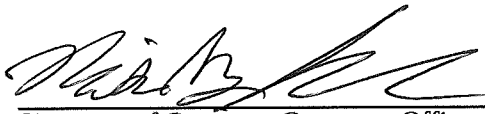
Offense: OUI

Location of Conviction: Wethersfield

Disposition: _____

Signature:

PLEASE SIGN IN BLUE INK


Signature of Owner or Corporate Officer

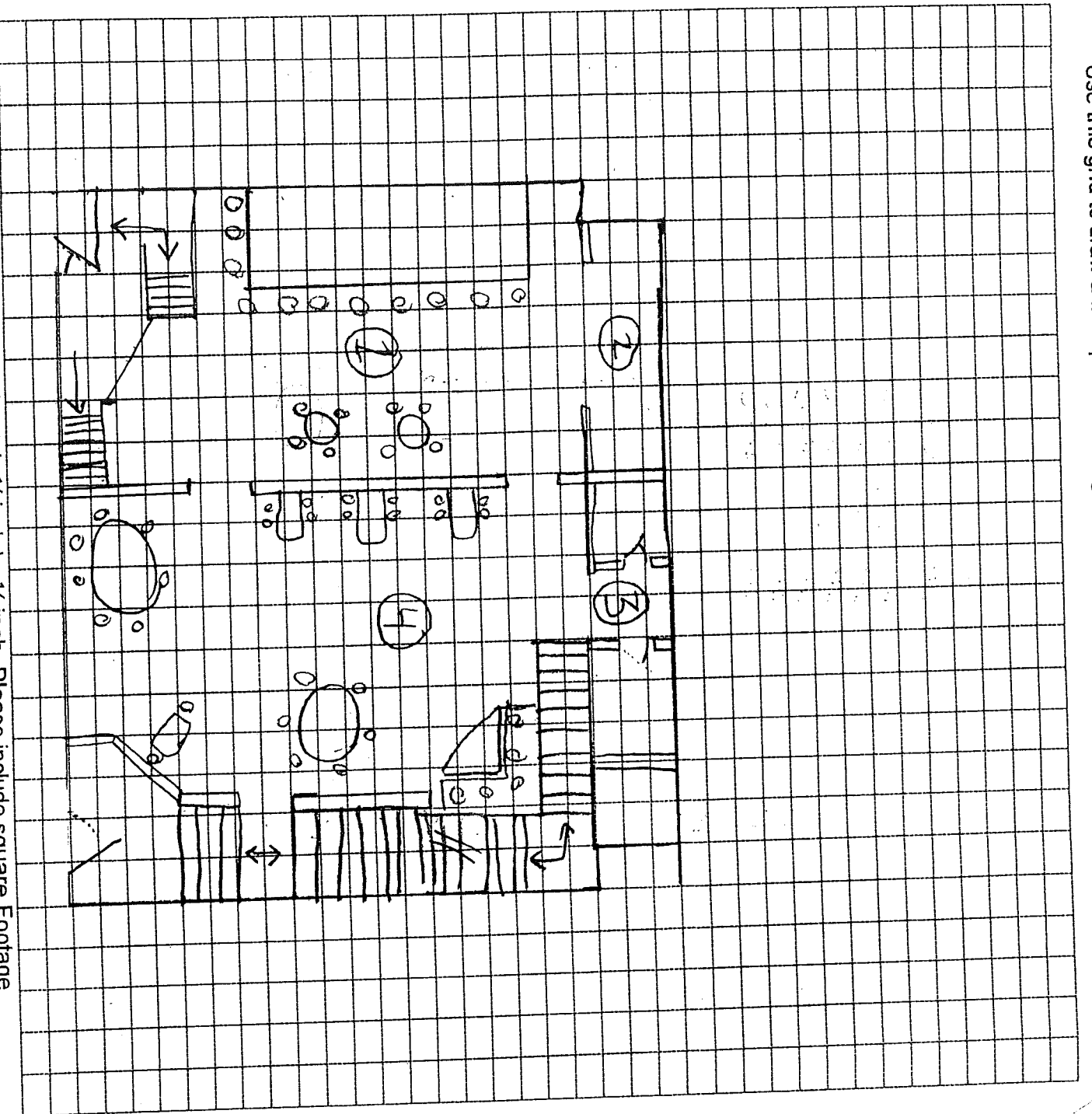
8/21/19
Date

Mike Lizotte
Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Use this grid to draw a floor plan including square footage, or provide an engineered floor plan.



Each square is approximately 1/4 inch by 1/4 inch. Please include square Footage.

EACH BOX = 2 FT²

1st. FLOOR

- MAIN DINING

- BAR

- APPROXIMATELY

1400 FT²

① BAR w/ SEATING

② SEATING

③ RESTROOMS

④ SEATING

PIZZA

Pizzas available in 9" or 14"

Enjoy Your Pizza With Single, Double, Whole Wheat or Lo-Carb Dough

9" Gluten-Free Available for an Additional 2.50 Low-Fat Cheese available.

PLAIN 6.75 | 11.50

DOUBLE DOUGH .90 | 1.90

GRILLED CHICKEN 2.70 | 4.60

STEAK 4.50 | 8.00

TRADITIONAL MEAT TOPPINGS .90 | 1.90

TRADITIONAL VEGGIE TOPPINGS .70 | 1.70

SIGNATURE TOPPINGS 1.25 | 2.25 **TRADITIONAL TOPPINGS**

Pepperoni, Turkey Pepperoni, Banana Peppers, Spinach, Fresh Basil, Olives: Green, Black, Greek, Fresh Garlic, Mushrooms Fresh or Canned, Fresh Broccoli, Fresh Tomato, Hamburg, Meatball, Onion: White or Red, Scallions, Green Pepper, Pineapple, Bacon, Canadian Bacon, Ham, Sausage Sweet or Hot, Salami, Sauerkraut, Jalapeños, Kielbasa, Eggplant, Hotdog

SIGNATURE TOPPINGS

Pine Nuts, Anchovy, Capers, Feta, Zesti Olive, Asparagus, Artichoke, Pesto, Sun Dried Tomato, Roasted Red Peppers, Portabello Mushroom, Capicola, Ricotta Cheese, Bleu Cheese Crumbles, Goat Cheese

MEAT LOVERS Pepperoni, Ham, Hamburg, Bacon, and Sausage 11.35 | 21.00

TACO with hamburger or chicken Double Dough, Taco Sauce, Cheddar Cheese, Tomato, Onion, Green Pepper, Lettuce, Taco Chips 10.75 | 20.40

GREEK PIZZA Double Dough, Feta Cheese, Ham, Greek Olive, Onion, Tomato 11.90 | 22.50

FRESH VEGGIE Broccoli, Tomato Fresh Mushroom 8.95 | 16.60

PAT'S COMBO Salami, Pepperoni, Mushrooms, and one Greek Olive 9.25 | 17.00

THE WORKS Anchovies optional 13.95 | 25.95

HONEY BBQ CHICKEN w/Caramelized Onions 10.10 | 17.70

BUFFALO CHICKEN 9.40 | 16.00

BERT'S SPECIAL Spinach, Feta, Fresh Tomato 9.40 | 17.15

HAWAIIAN Ham & Pineapple 8.35 | 15.10

VEGGIE Onion, Green Pepper, Black Olive, and Mushroom 9.55 | 18.30

REUBEN Canadian bacon and sauerkraut 8.35 | 15.10

SIGNATURE PIZZAS

ROYALE** Fresh Tomato, Artichoke, Genoa Salami, Ham, Basil & Provolone 10.50 | 19.25

GRAZIA** Pesto, Provolone Cheese, Artichoke, and Fresh Tomato 9.90 | 18.15

CATERINA** Fresh Tomato, Artichoke, Capers, Greek Olives, Oregano and Provolone 9.95 | 17.70

CLASSIC VEGGIE** Artichoke, Pine Nuts, Asparagus, Sun Dried Tomato, Cheddar & Provolone 11.75 | 20.50

DEJA VU** Pesto, Fresh Tomato, Grilled Chicken, Basil, Cheddar and Provolone 11.30 | 18.70

GRILLED CHICKEN CAESAR SALAD** Crisp Caesar Salad with Chicken and our Own Dressing on a Cheese Pizza 11.40 | 19.20

PORTABELLO MUSHROOM** Fresh Tomato, Cheddar Cheese, Basil, Red Onions, Portabello Mushrooms 9.40 | 17.15

SPINACIA** Fresh Tomato, Spinach, Fresh Garlic, Pine Nuts and Provolone 9.40 | 17.15

NAPOLI** Fresh Tomato, Capers, Anchovy, Oregano, Provolone and Cheddar 9.25 | 15.45
MAGHERITA** Fresh Tomato, Sun-Dried Tomato, Basil, Pine Nuts, Cheddar 9.95 | 17.70
CHICKEN ALFREDO** Alfredo, Chicken, Broccoli, Red Onion & Monterey Jack 11.80 | 20.40
BRIMSTONE BBQ Sauce, Cheddar Cheese, Grilled Chicken, Red Onion, Roasted Red Pepper 11.35 | 19.95
CHEEZBURGLAH Ketchup, Mustard, Hamburger, Pickle, Onion and Pizza Cheese 9.05 | 16.80
THE G.O.A.T Olive oil garlic sauce, fresh spinach, roasted red peppers, goat cheese, pizza cheese, and fresh basil 11.35 | 19.40
MEDITERRANEAN Marinara Sauce, Pepperoni, Feta, Greek Olives, Pine Nuts 10.85 | 19.60
MEAT QUICHE Egg, Bacon, Ham, American, Provolone 9.35 | 17.30
VEGGIE QUICHE Egg, American, Provolone, Tomato, Spinach 8.95 | 16.90
TWICE BAKED Mashed Potatoes, Bacon, Scallions, Cheddar Cheese 11.35 | 19.10
BIG PAT Double Dough, 1000 Island, Pickle, Onion, Hamburger, Pizza Cheese 9.95 | 18.70

BLEU BUFFALO Bleu cheese dressing, cheddar cheese, grilled buffalo chicken, red onion, bleu cheese crumbles 12.50 | 21.25
RCBC Ranch sauce, pizza cheese, bacon, chicken 11.35 | 19.00

CALZONES

All Calzones Include Cheese and Sauce

Side of Sauce 1.45

PLAIN 7.75

COMBO Hot Sausage, Salami, Onion, Green Pepper, Black Olive & Mushroom 10.50

MEAT Hot Sausage & Salami 8.99

STEAK & CHEESE 12.25

SHAVED HAM 10.45

VEGETABLE Onion, Green Pepper, Black Olives & Mushroom 9.30

BROCCOLI w/Cheddar 8.45

GRILLED CHICKEN 10.45

SPAGHETTI CALZONE 10.50

SUPER ITALIANO Meatball, Mushroom, Hot Sausage, Onion, Spinach, and Fresh Garlic 10.50

LITTLE ITALY Provelone, Cheddar, Ricotta, Spinach, Garlic and Tomato 9.99

LUAU Chicken, red onion, pineapple, BBQ sauce, basil, cheddar cheese 11.85

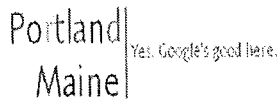
FRESH PEP OF BEL-AIR Pizza cheese, marinara, pepperoni, jalapenos, feta cheese 10.60

DINNERS

LASAGNA 11.25

SPAGHETTI or ZITI DINNER 8.55 w/Meatballs or Meat Sauce 10.35, or Hot Sausage 11.50

ZITI BROCCOLI ALFREDO 9.99 add chicken 2.70
BAKED ZITI 9.99
RAVIOLI 8.45 w/Grilled Chicken 12.15
STUFFED SHELLS 9.99
KIELBASA 10.99
BAKED HADDOCK market price
FISH & CHIPS Fried Haddock Sticks with Fries and Cole Slaw 12.99
CHICKEN FINGERS & FRIES 10.99
BUCKET OF SPAGHETTI or ZITI 12.99 w/ meat sauce 15.49
BUCKET OF RAVIOLI 14.95
HOMEMADE SPAGHETTI SAUCE pint 4.85 quart 7.25
HOMEMADE MEAT SAUCE pint 6.45 quart 9.59
PARMIGIANA DINNERS
VEAL 12.25
CHICKEN PARMESAN 12.25
EGGPLANT 10.99



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Pats Pizza

Dan Hondo <danh@portlandmaine.gov>

Sat, Aug 31, 2019 at 10:43 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

No issues on the PD side

On Wed, Aug 28, 2019 at 7:37 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application. This is a change of ownership of an existing business. This will go before council on 9/16. Please advise. Jess

Jessica Blais Hanscombe

Licensing and Housing Safety Manager

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

--

Lt. Dan Hondo
Portland Maine Police Dept.
Patrol Team B3/B4
(207)874-8513



CITY OF PORTLAND
Permitting and Inspections Department

August 28, 2019

Old Port Pizza Bar
149 Baker Rd
Freeport ME 04032

Re: Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street.

Dear Mike Lizotte,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday September 16, 2019 at 5:30 p.m.**, for the review of application for a Class XI FSE at 30 Market Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 16, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., Old Port Pizza Bar LLC dba Pat's Pizza. Application for a Class XI FSE at 30 Market Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: August 29, 2019

SUBJECT: **Communication 1-19/20 Fiscal Year End 2019 Tax Increment Financing Annual Report - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Economic Development Committee/Councilor Costa, Chair; meeting held on September 3, 2019, and the vote was unanimous (4-0) to forward this item to the City Council to receive it as a communication.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/16/2019

Final Action 9/16/2019

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Greg Mitchell/5 Minutes

I. SUMMARY

As required with the Council's Tax Increment Financing (TIF) Policy, an Annual TIF District Activity Report is to be provided to the City Council.

II. AGENDA DESCRIPTION

The Economic Development Committee met on September 3, 2019, and voted unanimously (4-0) to forward this item to the City Council as a communication.

City Tax Increment Financing (TIF) Policy requires the preparation and presentation of an annual TIF District Activity Report. Highlights of this year's Report notes City Council TIF actions during FY2019. This includes:

- A. Approved an Affordable Housing TIF District for 977 Brighton Avenue to support a rental housing project with 40 units for 55+ year old people;
- B. Approved amending the Bayside TIF to support establishment of an Affordable Housing TIF District, located at 178 Kennebec Street, for 55+ year old people in a rental housing project;
- C. Approved an Affordable Housing TIF District, located at 178 Kennebec Street, to support the development of a 51-unit for 55+ year old people;
- D. Amendments to the three area-wide TIF Districts – Bayside, Downtown Transit Oriented District (TOD), and Waterfront to include funding for workforce training;
- E. The Downtown TOD TIF District also was amended to increase the capture rate from up to 22% to up to 100%; and,
- F. The Waterfront TIF District was amended twice during FY2019.

It is noted that three (3) TIF District Credit Enhancement Agreements (CEAs) expired at FYE2019, which included Holt Hall, Riverwalk/Ocean Gateway, and Baxter Library.

Beginning with FY2020, there are active TIF Districts with CEAs including:

- A. Five (5) active Commercial TIF District CEAs;
- B. One (1) active commercial TIF CEA for an affordable housing development, known as the McAuley TIF District; and,
- C. Eight (8) active Affordable Housing TIF District CEAs.

The Report also has a table showing the past five-year trend, as well as an Appendix which lists all the current TIFs and the activity numbers associated with them.

As a Communication this item requires no public comment or formal Council action.

III. BACKGROUND

City Tax Increment Financing (TIF) Policy requires the preparation and presentation of an annual TIF District Activity Report. The FYE2019 TIF Annual Report represents the seventh consecutive year of reporting.

Highlights of this year's Report notes City Council TIF actions during FY2019. This includes:

A. Approved an Affordable Housing TIF District for 977 Brighton Avenue to support a rental housing project with 40 units for 55+ year old people, of which 34 units will be occupied by households with income not exceeding 60% of area median income.

B. Approved amending the Bayside TIF to support establishment of an Affordable Housing TIF District, located at 178 Kennebec Street, for 55+ year old people in a rental housing project. The project is a two-unit condominium, including ground level commercial space (Unit 1) and upper floor rental affordable for 55+ year old people (Unit 2). Unit 1 remains in the Bayside TIF District, while Unit 2 will be its own Affordable Housing TIF District.

C. Approved an Affordable Housing TIF District, located at 178 Kennebec Street, to support the development of a 51-unit for 55+ year old people, 40 units of which will be occupied by households with income not exceeding 60% of Area Median Income; 15 units of which will be occupied by households with income not exceed 50% of Area Median Income; and 10 units at market rate.

D. Amendments to the three area-wide TIF Districts – Bayside, Downtown TOD TIF, and Waterfront. These Districts were amended to include funding for workforce training, with a pilot program to begin during FY2020.

E. The Downtown TOD TIF District also was amended to increase the capture rate from up to 22% to up to 100%.

F. The Waterfront TIF District was amended twice during FY2019. The first was to include workforce training as an allowable use, together with adding additional properties. The TIF District was amended a second time to include other additional properties. This will allow for increased TIF Revenue for the projects listed in the TIF development program.

It is noted that three (3) TIF District Credit Enhancement Agreements (CEAs) expired at FYE2019, which included Holt Hall, Riverwalk/Ocean Gateway, and Baxter Library.

Beginning with FY2020, there are active TIF Districts with CEAs including:

A. Five (5) active Commercial TIF District CEAs, namely:

- PowerPay/Portland Public Market
- ImmuCell
- Capital LLC
- Thompson's Point
- Waterfront Maine

B. One (1) active commercial TIF CEA for an affordable housing development, known as the McAuley TIF District; and

C. Eight (8) active Affordable Housing TIF District CEAs, namely:

- Avesta Pearl Place
- 17 Carleton Street
- 977 Washington Avenue
- 134 Washington Avenue
- 178 Kennebec Street
- 409 Cumberland
- 498 Cumberland Avenue
- 58 Boyd Street

The Report also has a table showing the past five-year trend, as well as an Appendix which lists all the current TIFs and the activity numbers associated with them.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The FYE2019 TIF Annual Report is being submitted to the City Council as a communication item.

V. FINANCIAL IMPACT

There is no financial impact with this communication item.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends that the City Council accept this communication.

VII. RECOMMENDATION

The Economic Development Committee reviewed this Report at its September 3, 2019, the vote was unanimous (4-0) to forward this item to the City Council as a communication.

VIII. LIST ATTACHMENTS

1. FYE2019 Report ao 9-4-2019 for CC

Prepared by:

Greg Mitchell, Director

Date: 8/29/2019



Tax Increment Financing

Fiscal Year End (FYE) 2019 Annual Report
(July 1, 2018 through June 30, 2019)

Prepared by the Economic Development Department

(Report prepared 7/2019)

Table of Contents

1.	Introduction	3
2.	Definitions.....	3
3.	Revised TIF Policy Adopted by City Council on November 20, 2017.....	4
4.	Tax Increment Financing Overview and Value	5
5.	TIF District Approval Process	5
6.	City Council Action During FY2019.....	6
7.	Statutory Limitations for TIF Districts	7
8.	Tax Sheltering Benefits.....	7
9.	TIF Districts in Portland	8
10.	TIF District Financial Overview for Fiscal Year End 2019.....	10
11.	Example of a Performing TIF	11
12.	Summary	12

Appendix:

- a. TIF Policy Adopted November 20, 2017
- b. Summary of All Approved TIF Districts
- c. Map Highlighting Current TIF Districts
- d. Spreadsheet Showing Individual TIF Districts and Area Wide Amounts

1. **Introduction**

City TIF Policy requires an annual report, to the City Council Committee and full City Council, regarding TIF District activity. This Report provides an overview of the TIF District Program, Portland's utilization of TIF Districts to date, and TIF District financial value impacts.

2. **Definitions**

Commonly used terms, included in this Report, include:

“Captured Assessed Value” means increased assessed value retained in a TIF District each year during its term.

“Credit Enhancement Agreement (CEA)” means the agreement between the City and the site specific TIF District Developer whereby it includes the terms under which the City will provide a portion of the Retained Tax Increment Revenue back to the Developer.

“Current Assessed Value” means the then current assessed value of the property located in the TIF District to be determined by the City Assessor as of April 1 of each year during the term of the District.

“District” means that portion of property depicted on a map to apply to the TIF.

“Increased Assessed Value (IAV)” means the valuation amount by which the Current Assessed Value exceeds the Original Assessed Value (OAV). If the Current Assessed Value is less than or equal to the OAV, there is no Increased Assessed Value in that year.

“Infrastructure” is defined, but not limited to: traffic upgrades, public parking facilities, roadway improvements, lighting, sidewalks, water and sewer utilities, storm water management improvements, and placing above ground overhead electric and telecommunications lines underground.

“Non-Captured Value (NCV)” means the value over and above the OAV (defined below) that is not captured by TIF percentage capture rates, with associated taxes from NCV returned to the General Fund.

“Original Assessed Value (OAV)” means the assessed value of the property in the TIF District as of March 31 of the year that it was created. For instance, if a TIF District was approved as of the date of this report, or July 2019, the OAV would be the assessed value of the property on March 31, 2019. All taxes from the OAV go into the City's General Fund for any City use.

“Property Taxes” means any and all ad valorem property taxes levied, charged or assessed against the property by the City or on its behalf and actually paid to the City, but excluding any county, state, or special District taxes that are separately levied, charged, or assessed against the property.

“Retained Tax Increment Revenues” means that portion of the Property Taxes paid with respect to the Captured Assessed Value.

“Tax Year” means April 1 to March 31.

3. **Revised TIF Policy Adopted by City Council on November 20, 2017**

Pursuant to City Council Order 61 passed September 19, 2016, the City Council referred to the Economic Development Committee (EDC) consideration of amendments to the current TIF policy, including, but not limited to provisions for:

- A. Local Hire;
- B. Ethnic and Gender Diversity;
- C. Economically Disadvantaged Participation;
- D. Veteran Preference;
- E. Adherence to State or Federal Prevailing Wages; and,
- F. Participation in a Job Training or Apprenticeship Program.

The Order further requested the EDC report their findings and recommendation on amending the current TIF Policy to the City Council.

The EDC began its review for possible amendments to the TIF policy in April 2017. On November 20, 2017, the City Council reviewed the EDC’s recommendation and adopted revised City Tax Increment Financing (TIF) Policy (Item A in Appendix) in support of both private development projects and public investment in municipal economic development programs and infrastructure investment. Revised City Policy includes:

- A. Addition of State prevailing wage requirements in the construction phase of a TIF CEA;
- B. Equal employment opportunities and nondiscrimination;
- C. Increasing the capture rate and the term for affordable housing projects; and,
- D. Housekeeping amendments.

The EDC also recommended that the City look into establishing and sponsoring a Workforce Job Training program to be funded by area-wide TIF Districts, as well as having the City Manager and/or his/her designee undertake an analysis of the costs associated with the City undertaking an Employment Disparity Study.

Workforce Training Funding: On October 15, 2018, the City Council approved amendments to the three area-wide TIF Districts – Bayside, Downtown TOD TIF, and Waterfront TIF – to include workforce training as a use of TIF funds. Funding for the pilot program was included in the City FY2020 Municipal Budget. A Request for Proposals to utilize the funding was issued on July 1, 2019, with a proposal deadline of August 14, 2019. It is expected that the pilot program will be operational during FY2020.

Employment Disparity Study: The City Manager’s office conducted a limited analysis for the costs of such a study and determined it was not cost effective.

4. **Tax Increment Financing Overview and Value**

Tax Increment Financing (TIF) is the most flexible economic development program available to municipalities. TIFs support municipal investment, as well as can be associated with private sector or affordable housing investment. TIFs are flexible municipal financing tools to fund the following types of activities to support public and private sector investment:

- public infrastructure projects;
- economic development programs, including municipal marketing and staff; and,
- support of individual private commercial and affordable housing project financing needs.

The three property tax components associated with TIF Districts include:

- A. ***New Property Taxes.*** TIF revenue is generated from new increased municipal assessed value and associated new property taxes. TIFs can be established for up to thirty (30) years and new or “captured assessed value” in the TIF District can range from 1% to 100% of the amount of new property taxes.
- B. ***Original Assessed Property Value (OAV).*** The taxes from property base or “Original Assessed Value” reverts to the municipal general fund and is not captured in a TIF District.
- C. ***Flow of TIF CEA Funds:*** The flow of taxes to return to the developer through a CEA is as follows.
 - i. The City sends its yearly tax bills for payments due in September and March of each fiscal year;
 - ii. Developer pays the taxes;
 - iii. In September and May of each year, for each CEA, a check is made to be sure the Developer’s taxes are current. If current, the Economic Development Department proceeds to process that fiscal year TIF payment to return a portion of the taxes to the developer according to the CEA. If not current, the Economic Development Department will not move forward with the payment until current.

5. **TIF District Approval Process**

There is a three step process to approve establishment of a TIF District. The three steps include:

- A. Economic Development Committee recommendation for approval to the City Council for commercial TIFs, or Housing Committee for affordable housing TIFs;

- B. City Council approval; and,
- C. State of Maine Department of Economic Development Department approval for commercial TIF districts or Maine State Housing Authority approval for affordable housing TIF Districts.

6. City Council Actions During FY2019:

The City Council took up the following items during FY2019:

- A. Approved an Affordable Housing TIF District for 977 Brighton Avenue for a term of 30 years (FY2020 through FY2049), with 75% capture to the Developer and 25% into the City's General Fund. This District supports the development of a 40 units of senior rental housing, of which 34 units will be occupied by households with income not exceeding 60% of area median income. TIF revenues will be used by Developer to pay for operating costs for the project.
- B. Approved amending the Bayside TIF to support establishment of an Affordable Housing TIF District for the 178 Kennebec Street senior housing project (detailed below). The City sale of its property at 178 Kennebec Street will result in taxable property with ground level commercial space and a senior housing project on the upper floors. The project is a two-unit condominium, including ground level commercial space (Unit 1) and upper floor affordable senior housing units (Unit 2). Unit 1 remains in the Bayside TIF District, while Unit 2 will be its own Affordable Housing TIF District.
- C. Approved an Affordable Housing TIF District for 178 Kennebec Street for a term of 30 years (FY2020 through FY2049), with 75% capture to the Developer and 25% into the City's General Fund. This District supports the development of a 51-unit senior residential project, 40 units of which will be occupied by households with income not exceeding 60% of Area Median Income; 15 units of which will be occupied by households with income not exceed 50% of Area Median Income; and 10 units at market rate.
- D. As noted previously, the three area-wide TIF Districts were amended to include funding for workforce training, with a pilot program to begin during FY2020.
- E. The Downtown TOD TIF District also was amended to increase the capture rate from up to 22% to up to 100%.
- F. The Waterfront TIF District was amended twice during FY2019. The first was to include workforce training as an allowable use, together with adding additional properties. The TIF district was amended a second time to include other additional properties. This will allow for increased TIF Revenue for the projects listed in the TIF development program.

7. Statutory Limits for TIF Districts

There are two State statutory limitations which include:

A. Acreage: No single TIF District, including Affordable Housing Districts, can be larger than 2% of a municipality's total acreage, or in the case of Portland, 2% of Portland's 12,386 acres is 247 acres. Also, all active TIF Districts have to be less than 5% of a municipality's total acreage, or in the case of Portland, 5% is 619 acres. Based upon active TIF Districts, including Affordable Housing TIF Districts, as of FYE2019, Portland has the ability to include 375 additional acres in TIF Districts.

B. Value:

- i. **Commercial/Area Wide TIF Districts:** The OAV of all these TIF Districts in a municipality cannot be more than 5% of its total aggregate value (FY19 aggregate value: \$9,687,850,000), or in the case of Portland, 5% is \$484,392,500. Based upon active TIF Districts as of FYE2019, Portland has the ability to include an additional \$324 Million of property value in TIF Districts.
- ii. **Affordable Housing TIF Districts:** The OAV of all Affordable Housing TIF Districts cannot be more than 5% of the total aggregate value (FY19 aggregate value: \$9,687,850,000), or in the case of Portland, 5% is \$484,392,500. Based upon active Affordable Housing Districts as of FYE2019, Portland has the ability to include an additional \$482 Million of property value in Affordable Housing TIF Districts.

It is noted that the amount of acreage and value to include in TIF Districts fluctuates as TIF districts are created, amended, expired, and/or terminated.

There are exemptions from State limitations for Transit Oriented Development (TOD) and Downtown TIF Districts, for which Portland now has two: Thompson's Point TOD TIF, and the Downtown TOD TIF.

8. Tax Sheltering Benefits

Municipalities realize "savings" from the tax sheltering effect of TIF Districts. The following direct financial impacts occur when municipal valuation increases:

- A. State Education Aid is reduced,
- B. State Municipal Revenue Sharing is reduced, and
- C. A municipality pays a higher percentage of the County budget.

This amount of "savings" is significant and one of the most important benefits of establishing TIF Districts.

For Portland, tax shelter savings is conservatively estimated at 30%, meaning that for every new tax dollar, Portland saves 30 cents which would otherwise be lost for property tax value

not included in a TIF district. Portland's estimated total tax shelter savings for all active TIF Districts is just over \$1.24 Million for FYE2019.

9. TIF Districts in Portland

A listing of all approved TIF Districts as of FYE2019 is provided as Item B in the Report Appendix.

This listing includes eight expired TIF Districts as of FYE2019 – Auto Europe, Shipyard Brewery, Nichols Portland, UNUM, Bayside Student Housing, Bramhall/Holt Hall, Riverwalk/Ocean Gateway, and Baxter Library LP. It is noted that Bramhall/Holt Hall, Riverwalk/Ocean Gateway, and Baxter Library LP CEAs expired this Fiscal Year, that is FY2019 being their last year of TIF payments.

This listing also includes two TIF Districts which were terminated by the City Council during FY15 – those being the Village at Oceangate (Bay House), and the Fore India Middle LLC TIF District.

It is noted that after expiration and termination of the above TIF Districts, 100% of their property tax revenue reverts to the City's General Fund.

In addition, this listing provides the following information for each TIF District:

- A. TIF District duration;
- B. percentages of taxes allocated to the Recipient/Developer, City, and General Fund;
- C. TIF District location; and
- D. brief description.

Item C in the Appendix provides a map showing the location for each active TIF District.

A listing of approved active individual site specific TIF Districts, area-wide TIF Districts, Downtown TOD TIF, Thompson's Point TOD TIF, non-active TIF Districts, and terminated TIF Districts by name are provided below.

Active Approved Individual Site Specific TIF Districts

As of FYE2019, the City has twelve, single site active TIF Districts with associated CEAs, 4 TIF Districts supporting commercial projects, 2 TIF commercial districts supporting housing projects (market and affordable), and 6 of which are affordable housing TIF Districts, namely:

- Holt Hall (Expiring FYE2019 – Market Rate Rental Housing)
- Riverwalk/Ocean Gateway (Expiring FYE2019)
- PowerPay/Portland Public Market
- Baxter Library (Expiring FYE2019)
- McAuley Place (Market Rate and Affordable Rental Housing)
- ImmuCell
- Avesta/Pearl Place Affordable Housing TIF
- 409 Cumberland Avenue Affordable Housing TIF

- 134 Washington Avenue Affordable Housing TIF
- 17 Carleton Street Affordable Housing TIF
- Deering Place Affordable Housing TIF
- 58 Boyd Street Affordable Housing TIF

The following two additional affordable housing TIF districts were approved in FY2019, and will be activated with FY2020:

- 977 Brighton Avenue Affordable Housing TIF
- 178 Kennebec Street (Unit 2) Affordable Housing TIF

Beginning FY2020, the City will have three commercial TIF districts (one for an affordable housing project – “McAuley Place”), and eight affordable housing TIF districts.

Active Approved Area Wide TIF Districts and Associated CEAs

The City has two active area wide TIF Districts, for which the City retains a portion of the TIF funds for public infrastructure projects, with a portion of the TIF funds targeted to CEAs within those Districts, namely:

- Bayside
 - Capital LLC CEA (expires FY2023)
 - Bayside Student Housing CEA (expired FY2018)
- Waterfront
 - Waterfront Maine CEA (expires FY2031)

Approved Downtown and/or Transit-Oriented Development (TOD) TIF Districts

- Downtown TOD TIF

The City retains a portion of the TIF funds for workforce training, public infrastructure, Creative Portland, and transit projects for the Downtown TOD TIF. This Downtown TOD TIF was approved during FY2015 and was activated with FY2016. There is no CEA associated with it at this time.

- Thompson’s Point TOD TIF and CEA

For the Thompson’s Point TOD TIF, the City retains a portion of TIF Funds for transit projects. This TOD TIF also has an associated CEA with Thompson’s Point Development Company, Inc. for development of Thompson’s Point.

Terminated TIF Districts

The City Council has terminated two TIF Districts, namely:

- Fore India Middle LLC – This TIF project had not come to fruition and, therefore, was terminated by the City Council in November 2014; and,

- The Village at Oceangate, LLC (Bay House) – This TIF District was also terminated by the City Council in November 2014 due to this District’s use being converted into residential condominiums which is not an allowable TIF District use.

10. TIF District Financial Overview for FYE2019, including FY15, FY16, FY17, and FY18:

See below for financial comparison of FYE2019, FYE2018, FYE2017, FYE2016, and FYE2015 for then active TIF Districts:

	FYE2015	FYE2016	FYE2017	FYE2018	FYE2019
City General Fund-Taxes from OAV	\$6.3 Million	\$22.8 Million	\$23.38 Million	\$23.98 Million	\$24.89 Million
City General Fund-Taxes from Non-Captured Value	\$720,000	\$2.4 Million	\$2.2 Million	\$3.6 Million	\$4.8 Million
Total TIF Taxes From Captured Value	\$3.2 Million	\$1.8 Million	\$2.09 Million	\$2.7 Million	\$3.2 Million
- TIF Taxes to CEAs	\$2.0 Million	\$1 Million	\$1.08 Million	\$1.187 Million	\$1.1 Million
- TIF Taxes to Public Infrastructure/Arts/Staff	\$1.2 Million	\$0.8 Million	\$1.01 Million	\$1.54 Million	\$2.1 Million
Total Tax Sheltering Value	\$160 Million	\$87 Million	\$99.6 Million	\$126 Million	\$143.5 Million
Estimated Annual Average Tax Sheltering Savings	\$1.3 Million	\$0.7 Million	\$0.831 Million	\$1.2 Million	\$1.24 Million

Table Explanations:

City General Fund-Taxes from OAV - The above table shows a yearly increase in taxes from the OAV into the General Fund. FYE2016’s higher increase is due to the Downtown TOD TIF Activation, where the OAV is just under \$1 Billion, and associated taxes with that OAV at \$22 Million. As noted earlier in the definition section, all taxes from the OAVs go to the General Fund.

City General Fund-Taxes from Non-Captured Value – The number fluctuates based on each CEA, as well as the City’s budget needs for public infrastructure/staff salaries/arts/debt service, for example. The captured value percentages for the area wide TIF Districts - Bayside and Waterfront - are adjusted yearly based on those needs. The captured value percentage for the

Downtown TOD TIF was originally set at 12% for the first year (FY2016) and then set at 22% for years 2 through 30. This capture rate was amended during FY2019 to capture up to 100% annually. Therefore, beginning with FY20, it will be adjusted annually, together with the Bayside and Waterfront area TIF Districts. Non-captured increased assessed value taxes flow into the General Fund.

Total TIF Taxes From Captured Value – The percentage of captured value varies yearly based on CEAs and the City’s financial needs. This TIF Revenue is then allotted to the various CEAs, and then to the City public infrastructure projects/debt service/arts/staff investments, for example.

Total Tax Sheltering Value – This number represents the total percentage of the increased assessed of value (IAV) all TIF Districts that has been captured. It is noted that the captured value percentage for area TIFs is adjusted yearly based on City use of TIF funds needed for public infrastructure projects, staff, as well as debt service for payment of the Bayside HUD loan and for Ocean Gateway associated debt expenses.

Estimated Tax Sheltering Savings – This is the estimated tax sheltering savings from all the TIF Districts.

Appendix D is a spreadsheet showing the FYE 2019 TIF Districts funding allocation and individual CEA annual payments.

11. Example of a Performing TIF

An example will be provided annually.

Performing TIF District: Avesta/Pearl Place – Affordable Housing TIF District

Duration: 30 year term (FY08 through FY37)

Percentages: Various percentages of captured value to return to Developer based on Maine State Housing Authority Certificate of Approval, to a maximum of \$22,000 annually.

Location: Oxford and Pearl Streets

The Avesta/Pearl Place Affordable Housing TIF District was the first affordable housing TIF approved by the City Council on August 21, 2006, and the Maine State Housing Authority (MSHA) on October 6, 2006.

The project consisted of transforming 1.03 acres of land into affordable housing units. Phase I, for which this TIF was targeted to, was to develop 60 affordable units – 60% of the units targeted to 50% of area median income, and 40% of units targeted at 60% of area median income - which was anticipated to generate approximately \$30,000 in net new taxes. Of that \$30,000, the City Council and MSHA approved a maximum annual reimbursement at \$22,000 to finance additional debt required by the project. This project was completed in 2007. Phase II, completed in 2013, added another 54 affordable units.

The total development cost of the Project Phase I was estimated at \$13,300,000. Phase I was also supported by additional City investment of \$427,000 in HOME funding. Overall the

City TIF and HOME investments leveraged over \$12 Million Dollars in additional financing for the project through the Low Income Housing Tax Credit Program, Maine State Housing Authority funding, and other local bank financing.

The subsequent investment and increases in assessed value is as follows:

Assessed Values	Real Estate	Personal Property	Total Value
OAV 4/1/2005	646,050	\$0	\$646,050
4/1/2008	\$3,528,200	\$20,000	\$3,548,200
4/1/2013	\$3,528,200	\$46,380	\$3,569,480
4/1/2018	\$3,528,200	\$47,280	\$3,575,480

Through FY19, the Developer has realized just over \$237,400 in TIF revenue funds, and the City has realized approximately \$401,000 in General Fund revenue from the project.

This TIF District provides affordable housing to many area residents.

12. Summary

For more information, contact Greg Mitchell, Economic Development Director, via email at gmitchell@portlandmaine.gov, or 1-207-874-8945.

PORTLAND TIF POLICY

November 20, 2017

I. INTRODUCTION

Tax Increment Financing (TIF) is an economic development program authorized under state law to support municipal projects. The TIF program allows municipalities to provide financial assistance to local economic development projects and programs – from infrastructure, municipal economic development programs and staff, to business expansions - by using new property taxes that result from new commercial or residential investment associated with the corresponding increase in property value.

Portland TIF Policy supports investment in municipal economic development programs, infrastructure investment (which is generally through the establishment of area wide or neighborhood TIF districts) and individual project site specific TIF districts to support either infrastructure or individual private project financing needs.

The City is committed to invest in infrastructure located within the public rights-of-way that encourage economic development. Use of TIF investment to invest in infrastructure recognizes the savings which occurs through the TIF Program tax sheltering benefits.

“Infrastructure” is defined, but not limited to: traffic upgrades, public parking facilities, roadway improvements, lighting, sidewalks, water and sewer utilities, storm water management improvements and placing above ground overhead electric and telecommunications lines underground.

II. STATE TIF LIMITATION

There are acreage and value caps limitations for municipalities to establish TIF along with term limits. Term limits include bonds which may be issued for a maximum of 20 years (anticipation notes for three years). TIF districts may be designated for a maximum of 30 years.

III. PURPOSE

The primary purposes of the TIF Policy include:

- A. To support Portland Economic Development and Housing Plans and Policies;
- B. To stimulate expansion of the City’s commercial and industrial tax base;
- C. To stimulate new affordable and market rate housing investment;
- D. To retain and create quality employment;
- E. To support Portland’s Capital Improvement Plan; and,
- F. To establish standards upon which the City Council will authorize TIF.

IV. GENERAL PRINCIPLES

The three primary general principles for the City Council to establish TIF districts include:

A. Investment

Minimum Real Property Investment. A minimum of \$1 million in new taxable investment property value for commercial and industrial development and \$500,000 for affordable housing development is needed to qualify for a TIF. This is the minimum amount which makes practical sense to consider use of the TIF program due to the amount of new municipal property tax revenue generated from new private investment.

B. Jobs Associated with Commercial and Industrial Development

Applicants for TIF participation will be required to provide a plan outlining the number and quality of jobs retained or created associated with each TIF district. While there is not a specific formula for the numbers of jobs associated with the amount of TIF financial assistance, the number and quality of the jobs will be taken into consideration for each TIF district. It is recognized that housing projects do not create many permanent jobs.

C. Maximize Tax Sheltering Benefits

A municipality's total equalized assessed value is used to calculate General Purpose Aid to Education (subsidy), State Revenue Sharing (subsidy) and County taxes (expense). When a municipality's equalized assessed value increases, State Aid for Education decreases, municipal revenue sharing decreases, and the municipality pays a greater portion of County taxes. TIF allows municipalities to "shelter" new value resulting from private investment from the calculation of its State subsidies (education and revenue sharing) and County taxes. In other words, specific municipal shelter benefits, for the term of the TIF, include:

- 1)** No reduction in State aid for education,
- 2)** No reduction in municipal revenue sharing and
- 3)** No increase in County taxes.

Annually, the Council Committee with jurisdiction over housing and community development and City Council will evaluate available TIF district capacity related to State acreage and value limitations to determine whether existing TIF districts need amending and/or new TIF district establishment. Scheduled public infrastructure investments included in the City's Capital Improvement Plan will inform decisions about adjustments to existing TIF districts or establishment of new TIF districts.

V. APPROACH, POLICY, and TERM REQUIREMENTS

Must meet or exceed the below requirements.

A. Approach

There are three approaches to consider establishing TIF districts. They include:

- 1) ***Municipal Economic Development Programs funded directly through a pay-as-you-go approach.***

Examples of municipal economic development programs include paying for economic development staff, annual funding to Creative Portland for city marketing/branding, and other TIF law allowable activities.

- 2) ***Area wide TIF districts financed by City Bond/Debt Issuance***

Issuance of municipal general obligation bonds or limited obligation bonds is a mechanism that may be used to fund a TIF district program. Allowable uses are spelled out in state TIF law. Generally, municipalities will issue debt to cover the cost of infrastructure investment.

- 3) ***Individual Site Specific TIF districts utilizing Credit Enhancement Agreements (CEAs)***

A CEA is a contract between a municipality and developer to assist an individual development project by using a percentage or all of the tax revenue generated by the investment to pay certain authorized project costs which could include site specific infrastructure or private individual project financing needs. Allowable project costs are spelled out in state TIF law.

B. Policy for the Three Approaches

1. **Policy for Municipal Economic Development Programs.**

Requires annual review and City Council financial appropriations.

2. **Policy for Area wide TIF District Locations (for City Bond/Debt Issuance)**

- a) Area wide TIF will be established for infrastructure investment which has applications beyond one individual project.
- b) City TIF emphasis will be placed upon the following general “Priority Revitalization Areas” to support commercial development, housing development, redevelopment, or to support buildings in need to redevelopment, address blight or historic preservation:

- Affordable housing projects off peninsula;
- Riverside Street commercial and industrial zoned areas;
- Forest Avenue corridor from I-295 to Woodfords Corner;
- Washington Avenue corridor from Congress Street to I-295;
- Portland Technology Park ;
- Areas in which future significant wastewater and/or stormwater infrastructure investments are planned;
- West Commercial Street vacant property;
- Libbytown;
- St. Johns Street Valley;
- Other areas based upon scheduled public infrastructure investment included in the City's Capital Improvement Plan.

The above list of general priority revitalization areas serve as guides to establish specific boundaries for TIF districts at time of district establishment.

- c) Market Rate Housing. Market rate rental housing projects must be located in priority revitalization areas to stimulate housing investment for the purpose of attracting 24/7 pedestrian activity. Pursuant to State Law, TIF for condominium projects are not allowed.
- d) Affordable Housing. Affordable Housing TIF (AHTIF) may be designated on an area wide or site specific basis.

The relevant City Council Committee will complete an annual assessment of housing needs and priorities. This assessment will include a determination regarding designation of an area wide AHTIF. Site specific AHTIF requests submitted by developers will be considered on a case-by-case basis. Area wide or site specific AHTIF designations must address an identified community need.

State law requires that at least 25% of the district area must be suitable for residential use, development must be primarily residential, and at least 1/3 of the units must be for households at or below 120% of area median income which allows for individual mixed income projects or area wide affordable housing TIF districts.

Allowable uses of AHTIF revenues are defined by State law.

- e) City preference is to invest in area wide public infrastructure TIF districts versus establishing individual private site specific TIF districts.

- f) Area wide TIF districts also should seek to maximize the benefit of downtown and transit oriented development (TOD) districts which are exempt from State TIF law for acreage and value limitations.
- g) Terms for area wide TIF districts will be considered for up to 100% of new tax revenue and upwards of thirty (30) years, the maximum allowed by State law, due to the long-term need to invest in neighborhood infrastructure.

NOTE 1: As of this Amended TIF Policy date, there are two existing area wide TIF Districts, i.e., Bayside and Waterfront TIF Districts.

NOTE 2: As of this Amended TIF Policy date, there also exists two Transit Oriented Development (TOD) District, namely the Thompson Point TOD TIF District and the Downtown TOD TIF District to support new or expanded transit services and improved transit connections between the Portland Transportation Center, Jetport and Downtown.

3. Policy for Individual Site Specific TIF Districts Utilizing Credit Enhancement Agreements (CEAs)

- a) CEAs for individual site specific TIF districts will be considered for investment in infrastructure or project financing need and cannot be applied to any agreed upon public infrastructure improvements associated with a City Council approved conditional rezone agreement. Additional provisions related to CEAs include:

- i) City Green Building Code

Compliance with the City's Green Building Code is required when TIF assistance is provided to individual private project CEAs.

- ii) Affordable Housing

Affordable Housing TIF (AHTIF) may be designated on an area wide or site specific basis. Developments are encouraged to promote economic diversity.

The City Council Committee will complete an annual assessment of housing needs and priorities. This assessment will include a determination regarding designation of an area wide AHTIF. Site specific AHTIF requests submitted by developers will be considered on a case-by-case basis. Area wide or site specific AHTIF designations must address an identified community need.

State law requires that at least 25% of the district area must be suitable for residential use, development must be primarily residential, and at least 1/3 of the units must be for households at or below 120% of area median income which allows for individual mixed income projects or area wide AHTIF districts.

Allowable uses of AHTIF revenues are defined by State law.

(iii) State Prevailing Wage Requirement

Any firms employed in the construction phase of a TIF-assisted project must compensate all employees the current wage rates and fringe benefits as required under applicable state prevailing wage law under 26 M.R.S.A. §1306, or Portland City Ordinance Ch. 33, §33-1 to 33-12, whichever is greater.

City staff shall provide to the relevant City Council Committee an annual update on:

- a) the impact of this prevailing wage requirements on CEAs;
- b) feasibility of construction firms to pay prevailing wages and benefits; and
- c) compliance with this section.

(iv) Equal Employment Opportunities and Nondiscrimination

The developer and its contractors employed in the construction phase of a TIF-assisted project shall adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. All employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate. This policy shall not be construed to prohibit any employment action or policy which is required by federal law, rule or executive order.

b) Applicants for CEA participation must demonstrate and pay the following:

i) Financial Necessity.

The applicant must demonstrate the City's participation is financially necessary in order for the project to proceed.

ii) Financial Capacity.

The applicant must demonstrate financial capacity to support their project.

iii) Fees

A financial underwriting analysis will be conducted by a third party on all projects requesting CEA participation. Applicants for CEA assistance will be responsible for reimbursing the City for all project third party legal and financial underwriting costs.

C. Terms for CEA Projects

1) Maximum Percentages.

A maximum average percentage of 65% for the entire term associated with individual project CEAs. Notwithstanding the previous sentence, the maximum average percentage for the entire term associated with individual project CEAs for affordable housing shall be 75%. For the purposes of this policy, the term affordable housing shall be defined as in "V. Approach, Policy, and Term Requirements" Section B(2)(d) (Affordable Housing) of the Portland TIF Policy.

2) Maximum Number of Years.

Up to twenty (20) years to match individual private sector commercial financing terms; for Affordable Housing projects, up to thirty (30) years. The term of a TIF may start upon agreed trigger event, such as an increased assessed value. This would be included in a CEA on that negotiated triggering event.

3) Use of Maine Services for CEA Projects Encouraged.

VI. TIF APPLICATION AND ADMINISTRATION PROCESS

A. Application Information and Contact.

The Economic Development Department and the Housing and Community Development Division (for affordable housing projects) handle all TIF inquires and processes requests for TIF. An applicant must submit a letter to either the Economic Development Department for commercial projects or the Housing and Community Development Division for affordable housing projects outlining the proposed project, including TIF project financial information, a plan outlining both the number of permanent and construction jobs associated with the proposed project, as well as a demonstrated ability to meet the requirements under Section B(3)(a) of this policy.

B. Approval Process.

There is a two step approval process which includes obtaining a recommendation from the City Council Committee and City Council approval. Two meetings (or readings) by the City Council are needed. The City Council vote on the TIF occurs at the second meeting.

C. Post-Construction Report to City Council.

The Economic Development Department and the Housing and Community Development Division shall provide a post-construction report to the City Council Committee and City Council regarding each TIF-assisted project which shall include, but not be limited to, an analysis of the adherence to Section (V)(B)(3)(a) of this policy.

D. Annual Report to City Council.

The Economic Development Department and the Housing and Community Development Division shall provide annual reports to the City Council Committee and City Council regarding TIF district activity.



SUMMARY OF ALL APPROVED
TAX INCREMENT FINANCING (TIF) DISTRICTS
IN THE CITY OF PORTLAND A/O FYE2019 (June 30, 2019)

This provides an overview of the twenty-four Tax Increment Financing Districts (TIF's) approved by the City of Portland.

Of the 24 Districts:

- 8 have expired;
- 2 were terminated;
- 3 are area-wide TIF Districts (Bayside, including one Credit Enhancement Agreement; Waterfront, including one Credit Enhancement Agreement; and, Downtown Transit Oriented Development TIF District) used primarily by the City of Portland for public infrastructure, workforce training, staff salary and administrative expenses, and debt service;
- 7 are Affordable Housing TIF Districts;
- 3 are Commercial TIF Districts; and,
- 1 is a Transit Oriented Commercial TIF District.

Below are details of each of these TIF Districts.

1. Nichols Portland (Economic Development TIF) (Expired FY14)

Duration: 20 year term (FY95 through FY14)

Percentages: Years 1 to 5, 90% to Recipient, 10% to City General Fund; years 6 to 10, 75% to Recipient, 25% to City General Fund; years 11 to 20, 50% to Recipient, 50% to City General Fund.

Location: 2400 Congress Street

This TIF was created to support Nichols Portland expansion of its existing manufacturing facility at 2400 Congress Street and retain 450 jobs.

2. Shipyard/Longfellow (Economic Development TIF) (Expired FY07)

Duration: 12 year term (FY96 through FY07). Please note this TIF has expired and the City General Fund is receiving 100% of the real estate taxes.

Percentages: 90% to Recipient, 10% to City General Fund Years 1 through 6; 50% to Recipient; 50% to City General Fund Years 7 through 11; 1% to Recipient, 99% to City General Fund Year 12.

Location: Newbury Street

This TIF was used to transform the former Crosby-Laughlin site on Newbury Street into the Shipyard Brewing Company.

3. **Auto Europe** (Economic Development TIF) (**Expired FY11**)

Duration: 15 year term (FY97 through FY11). Please note this TIF has expired and the City General Fund is receiving 100% of the real estate taxes.

Percentages: 75% to Recipient; 25% to City General Fund

Location: Commercial Street across the street from Casco Bay Lines, former Galt Block building.

This TIF was used to renovate the former Galt Block Building into the headquarters for Auto Europe. The Galt Block Building had been vacant for over 10 years.

4. **Bramhall/Holt Hall** (Economic Development TIF) (**Expired FY19**)

Duration: 20 year term (FY00 through FY19)

Percentages: 75% to Recipient; 25% to City General Fund, plus a Payment in Lieu of Taxes (PILOT) associated with first floor space.

Location: 794 Congress Street

This TIF was used to renovate Holt Hall, built in the 1860's, and then vacant in excess of 10 years, into 36 market rate rental apartments and office space on the ground floor at a cost of almost \$4 Million.

5. **UNUM** (Economic Development TIF) (**Expired FY15**)

Duration: 15 year term (FY01 through FY15)

Percentages: 100% capture of increased value with 75% going to the Recipient, and 25% going to economic development projects for the City.

Location: Outer Congress Street.

This TIF was utilized to support expansion of UNUM offices and to build a 1,200 space parking garage.

6. **Waterfront TIF** (Economic Development TIF)

Duration as originally approved March 18, 2002: 10 year term (FY03 to FY12)

Duration Extended as of June 7, 2010 for a 30-year term: FY03 to FY32

Percentage: 100% TIF capture. Annually, the City Council has adjusted this TIF capture rate to place a portion of the property tax revenue in the City General Fund.

Location: Selected waterfront properties.

This is a municipal TIF to be used for waterfront projects and workforce training for the waterfront.

6a. Waterfront Maine LP (Cumberland Cold Storage Building) on Commercial Street (Economic Development TIF)

Duration: 20-year term (FY12 through FY31)

Percentage: 63% years 1 through 5; 64% years 6 through 10; 55% years 7 through 15; 45% years 16 and 17; 40% years 18 and 19; and, 35% year 20 – with a maximum cumulative TIF payment numeric cap not to exceed \$2,870,058.

Location: 252 Commercial Street on the Portland waterfront.

The City entered into the TIF in order to support the renovation of the Cumberland Cold Storage building into a Class A office building, with continued marine uses on the first floor and berthing according to zoning regulations. The reuse of this building will accommodate the relocation of Pierce Atwood, bringing its 175 employees to the Portland waterfront.

7. Bayside TIF (Economic Development TIF)

Duration: 30 year term (FY04 through FY33)

Percentages: 100% TIF capture. Annually, the City Council has adjusted this TIF capture rate to place property tax revenue in the City General Fund.

The geographic area of this TIF District was expanded by City Council vote on November 17, 2014, expanding it from 62 acres, to 129 acres, to align with the area of Bayside contained in the *Bayside Vision Plans I and II*.

This is a municipal TIF to be used for public infrastructure improvements, relocation of the one remaining scrap metal recycling facility and acquisition of the scrap metal yard site, business recruitment marketing for the Bayside area, pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances Bayside investment, workforce training, and administrative and staff costs. Investments from this TIF also include two Credit Enhancement Agreements (CEA's) with the following:

7a. Capital LLC (Intermed Building) on Marginal Way (Economic Development TIF)

Duration: 15 year term (FY09 through FY23)

Percentage: 100% to return, to Developer, to an annual maximum cap of \$355,000 and annual debt service threshold test.

Location: Bayside next to I-295

The City entered into the CEA in order to assist with the development of a parking structure in connection with the office building.

7b. Southern Maine Student Housing on Marginal Way (Economic Development TIF) (Expired FY18)

Duration: 11 year term (FY08 through FY18)

Percentage: 100% to return, to Developer, to a maximum annual cap of \$120,000 and annual debt services threshold test.

Location: Bayside next to I-295

The City entered into the CEA in order to assist with the development of a parking structure in connection with the student housing development.

8. Riverwalk/Ocean Gateway (Economic Development TIF) (Expired FY19)

Duration: 13 year term (FY07 through FY19)

Percentages: Formula based percentages in Credit Enhancement Agreement

Location: Hancock and Fore Street area

The TIF was entered into to assist with the construction of a parking structure for the development plan for the area adjacent to Hancock Street.

9. Avesta/Pearl Place (Affordable Housing TIF)

Duration: 30 year term (FY08 through FY37)

Percentages: Various percentages captured value to return to Developer based on Maine State Housing Authority Certificate of Approval, to a maximum of \$22,000 annual cap.

Location: Oxford and Pearl Streets

This TIF is an affordable housing TIF to assist in the creation of affordable housing in the City's Bayside area along Oxford and Pearl Streets.

10. Creative Portland Development and Arts (Economic Development TIF)

NOTE: *This area wide TIF District was reduced/renamed by the City Council on February 19, 2015, reducing the geography to just the Baxter Library property (see #10a below), and renaming it the Baxter Library TIF District with the term ending FY19; this will take effect with FY16).*

Original Duration: 15-year term (FY10 through FY24); **Term amended as noted above to end FY19.**

Original Percentages: 100% capture; annually, the City Council may adjust this TIF capture rate to place property tax revenue in the City General Fund; **Percentage amended to reflect the 65% capture for the Baxter Library project.**

Original Location: Multiple properties included in the Downtown Area; **Location amended as noted above to be only the Baxter Library property.**

This TIF was **originally** created to assist in maintaining the creative economy businesses through the creation of the Creative Portland Corporation and TIF funds to assist in funding its administrative personnel and program of activities up to a maximum of \$100,000 annually. ***This element of the original TIF District is now included in the recently created Downtown Transit Oriented Development (TOD) TIF District – See Item #18 below.***

10a. Baxter Library LP at 621 Congress Street (Economic Development TIF) (Expired FY19)

Duration: 9-year term (FY11 through FY19)

Percentage: Lesser of annual 65% to return to Developer or amount necessary to service project debt. Adjustments to annual payment if project refinancing occurs.
Location: 621 Congress Street

The City entered into the CEA in order to assist with the reuse, redevelopment, and preservation of a hallmark downtown building built in 1888, where adaptive reuse of this former library is challenging and expensive. This Project added \$2.5 Million in new municipal assessed commercial valuation. The reuse of this building accommodated the relocation of the VIA Group, bringing its then 64 employees to this upper area of downtown Portland.

11. McAuley Place (Economic Development TIF)

Duration: 30 year term (FY10 through FY39)
Percentages: 60% to Recipient; 40% to City General Fund.
Location: 605 Stevens Avenue

This TIF was created to assist in the renovation of the former Mother House/Convent (built over 100 years ago) on Stevens Avenue into a market rate independent senior living community, including 45 to 50 apartments in the renovated Convent; 25 to 30 apartments (new construction) in an addition to the Convent; and, 36 units (new construction) located in three townhouse/cottages adjacent to the Convent.

12. PowerPay/Portland Public Market (Economic Development TIF)

Duration: 30 year term (FY11 through FY40)
Percentages: Years 1 through 8 – 75% to Developer, 25% to City General Fund; Years 9 through 30 – 50% to Developer, 50% to City General Fund.
Location: 25 Preble Street

This TIF district was created to support the retention and expansion of PowerPay, along with redeveloping an important asset in Portland's Downtown that was formerly known as the Portland Public Market. Because of the complex renovation issues and the high cost associated with redeveloping the Portland Public Market property, PowerPay requested TIF assistance to cover the Project financing gap. PowerPay renovated and moved its headquarters to this location with well over 150 employees.

13. Thompson's Point Development Company, Inc. (Transit-Oriented TIF)

Duration: 30 year term (FY15 through FY44).

Percentages:

Phase One of Project: Years 1 through 10 – 75% to Developer and 25% to City transit-oriented projects; years 11 through 15 – 60% to Developer, 25% to City transit-oriented projects, and 15% to City's General Fund; years 16 through 20 – 50% to Developer, 25% to City transit-oriented projects, and 25% to City's General Fund; years 21 through 30 – 40% to Developer, 25% to City transit-oriented projects, and 35% to City's General Fund.

Phases Two and Three of Project: Years 1 through 30 – 0% to Developer; 25% to City transit-oriented projects; 75% to City’s General Fund.

Location: Thompson’s Point

This Transit-Orient Development (TOD) Tax Increment Financing (TIF) District was created to support Thompson’s Point Development Company Inc.’s redevelopment of Thompson’s Point into the **Forefront at Thompson’s Point**. Additionally, the TOD will assist to expand and improve transit connections between Thompson’s Point and key commercial locations within Portland (i.e. Jetport, Portland Transportation Center and Portland’s Downtown) and around the region.

Thompson’s Point consists of approximately 30 acres of real estate adjacent to the Portland Transportation Center that is home to the Northern New England Passenger Rail Authority, which runs the Amtrak Downeaster and Concord Trailways bus company.

The Forefront at Thompson’s Point is a mixed-use development that is transforming a blighted and grossly underutilized 30-acre parcel located along Interstate 295 into a highly visible gateway destination event center generating significant economic activity within the District and throughout Portland. The Company is redeveloping Thompson’s Point in a manner that includes a substantial investment in public infrastructure, including construction of an above-ground parking garage with approximately 700 spaces, road extensions and widenings, rail crossings upgrade, utility investments, and expanded walking and biking trails.

- 14. The Village at Oceangate, LLC (Bay House)** (Economic Development TIF)
This TIF was terminated by the City Council on November 3, 2014 due to the conversion of market rate apartments into condominiums which is not allowable use of TIF funds.

Duration: 11 year term (FY14 through FY25)

Percentages: Years 1 through 5 – 75% to Developer, 25% to City General Fund; Years 6 through 10 - 65% to Developer, 35% to City General Fund. Total revenue to developer is capped at \$647,971 over the term of the District.

Location: Hancock Street, between Newbury and Middle Streets.

This TIF district was created to support the development of The Bay House Project. The Project includes the construction of two new buildings that will contain ninety-four (94) market rate apartments, a parking garage, and approximately 5,700 square feet of commercial retail space. Use of TIF proceeds is directed to support public infrastructure investments.

- 15. Fore India Middle, LLC (former Jordan’s Meat Site)** (Economic Development TIF)

This TIF was terminated by the City Council on November 3, 2014 due to the project not coming to fruition.

Duration: 4 year term (FY14 through FY17)

Percentages: Years 1 and 2 – 50% to Developer, 10% to City TIF Project; 40% to City General Fund; Year 3 - 40% to Developer, 10% to City TIF Project; 50% to City General Fund; Year 4 – 40% to Developer, 60% to City General Fund. Total revenue to developer is capped at \$650,000 over the term of the District.

Location: Portion of block surrounded by Fore, India, and Middle Streets.

This TIF district was created to support the development of a portion of the former Jordan's Meats site. This development project includes a five-story, approximately 180,000 sf. of mixed-use consisting of 12,300 sf. of retail space on Middle Street, 9,800 sf. of retail space on Fore Street, three levels of office space comprising 63,900 sf. on Middle Street, and 18 residential condominium units along Fore Street and India Street. In addition, there will be two "internal" parking garages behind the retail spaces (not visible from the street), one 110-space garage at the Fore Street level, and another 63-space garage one story above at the Middle Street Level. The Developer expects to have an urban grocery on Middle Street with a variety of produce, meats, food, and household items, with an emphasis on natural, organic and healthy items. The other retail users and the office users have not been identified yet. Use of TIF proceeds is directed to support public infrastructure investments.

16. 409 Cumberland Avenue (Affordable Housing TIF)

Duration: 22 year term (FY14 through FY35)

Percentage: 50% to Developer; 50% to City Housing Affordable Housing Revolving Loan Fund

Location: 409 Cumberland Avenue

This Affordable Housing TIF District supports the development of 46 affordable units and 11 market rate units of rental housing. TIF revenues will be used by Developer to pay operating costs for the project; City TIF revenues will be used for the establishment of an affordable housing revolving loan fund.

17. 134 Washington Avenue (Affordable Housing TIF)

Duration: 20 year term (FY15 through FY34)

Percentages: 50% to Developer; 50% to City General Fund.

This Affordable Housing TIF District supports the development of an 18-unit residential rental project. TIF revenues will be used by Developer to pay for operating costs for the project.

18. Downtown Transit Oriented Development (TOD) TIF (Economic Development TIF District)

Duration: 30 year term (FY16 through FY45)

Percentages: 12% Year One; 22% years 2 through 4; and up to 100% years 5 through 30.

This Downtown TOD TIF will support various municipal and other development projects, including sidewalk and pedestrian enhancements, streetscape, lighting, yearly funding of up

to \$100,000 for Creative Portland to assist in funding its administrative personnel and program of activities (see Item #10 above), street alignment, utilities, bicycle improvements, public transit, wayfinding, workforce training, administrative and staff costs.

19. 17 Carleton Street (Affordable Housing TIF)

Duration: 22 year term (FY16 through FY37)

Percentages: Years 1 and 2: 0% to Developer; 100% to City. Years 3 through 22: 65% to Developer; 35% to City General Fund.

This Affordable Housing TIF District supports the development of a 37-unit residential rental project. TIF revenues will be used by Developer to pay for operating costs for the project.

20. ImmuCell (Economic Development TIF)

Duration: 12 year term (FY18 through FY29)

Percentages: Years 1 through 11: 65% to Developer, 35% to City General Fund; Year 12: 30% to Developer, 70% to General Fund.

This Economic Development TIF supports ImmuCell Corporation's expansion from its existing facility at 56 Evergreen Drive to a new two-story, 12,625 sq. ft. (est.) production facility on Caddie Lane off of Riverside Street. ImmuCell Corporation is a growing animal health company that develops, manufactures, and sells products that improve animal health and productivity in the dairy and beef industry. Over the last nearly 16 years, the Company has invested in excess of \$11 Million in the R&D of a product that addresses mastitis, the most significant cause of economic loss to the dairy industry. This lead product in development is **Mast Out**, a novel, ground-breaking treatment for mastitis in lactating dairy cows. Completion of construction of this new facility was done 2017.

21. Deering Place (Affordable Housing TIF)

Duration: 30 year term (FY19 through FY48)

Percentages: 75% to Developer, 25% to City General Fund for 30 year term.

This Affordable Housing TIF District supports the development of 75 units of residential rental housing. TIF revenues will be used by Developer to pay for operating costs for the project.

22. 58 Boyd Street (Affordable Housing TIF)

Duration: 30 year term (FY19 through FY48)

Percentages: 50% to Developer, 50% to City General Fund for 30 year term.

This Affordable Housing TIF District supports the development of a 55 unit, mixed income, multi-family rental apartment building. TIF revenues will be used by Developer to pay for operating costs for the project.

23. 977 Brighton Avenue (Affordable Housing TIF)

Duration: 30 year term (FY20 through FY49)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

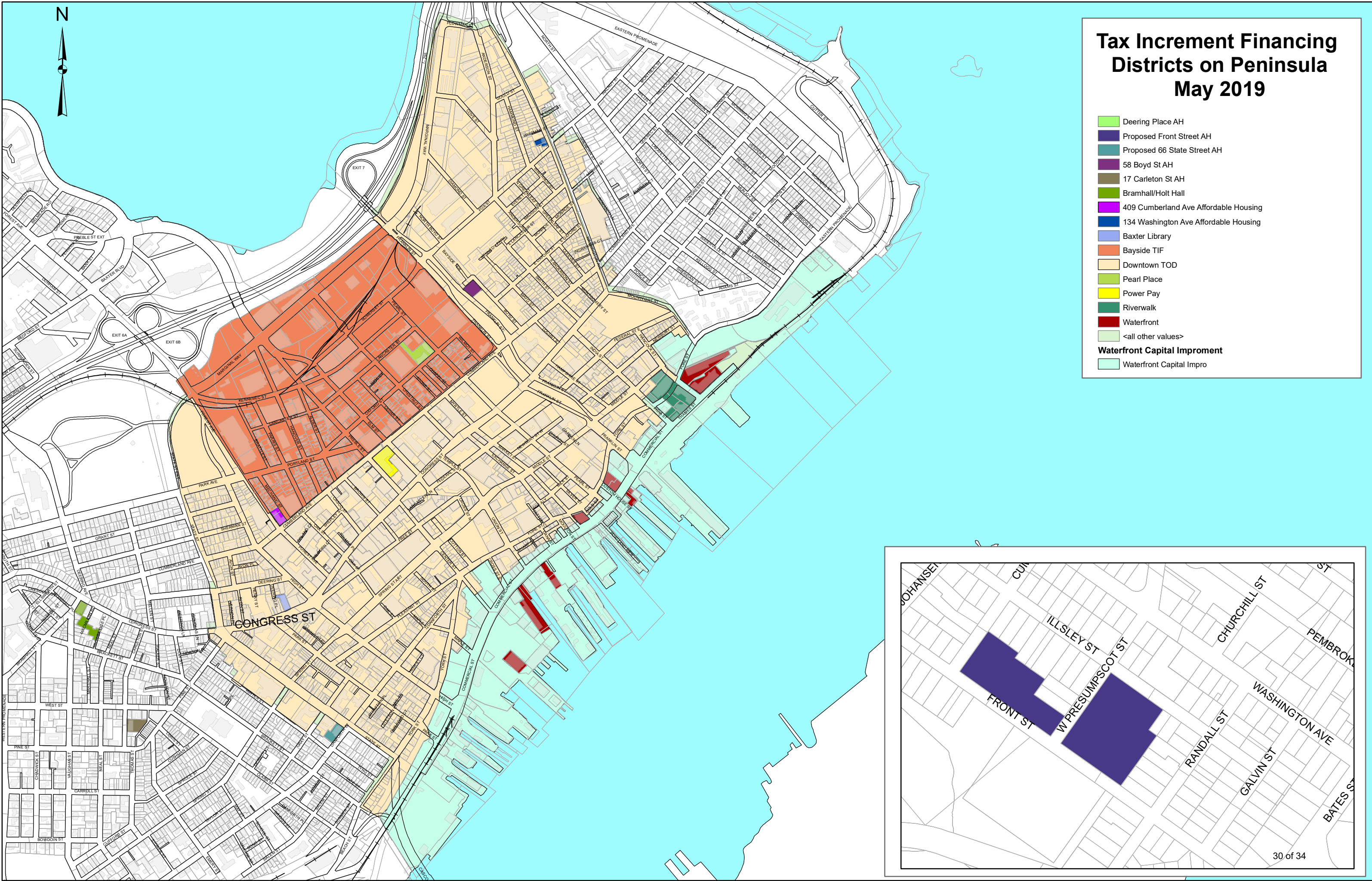
This Affordable Housing TIF District supports the development of 40 units of senior rental housing. TIF revenues will be used by Developer to pay for operating costs for the project.

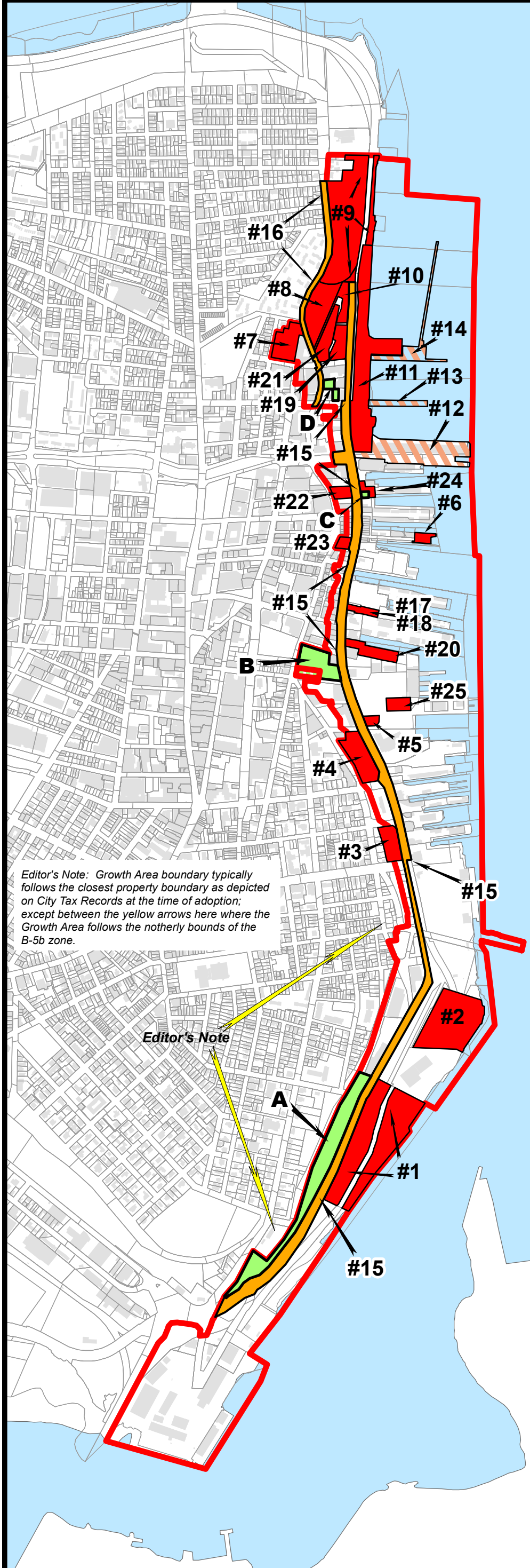
24. 178 Kennebec Street (Affordable Housing TIF)

Duration: 30 year term (FY20 through FY49)

Percentages: 75% for 30 years to Developer; 25% to City General Fund.

This Affordable Housing TIF District supports the development of 51 units of senior rental housing. TIF revenues will be used by Developer to pay for operating costs for the project.





WATERFRONT TIF DISTRICT		
Map ID	Parcel Address - Common Name	CBL
Proposed AMD4-WTIF Parcels to be added (5/2019).		
A	JB Brown Site, West Commercial St	Add 060 A001
B	Portland Square Master Plan, Lower Lot and Center St Hotel	Add 038 G001, includes addition to Growth Area
C	Dry Dock Building at 84 Commercial St	Add 030 D005
D	Fore Street office block and India Street residential block	Add 019 B004 and 019 B022
AMD3-WTIF Parcels Added. Council Approved 10/15/2018. MDECD Approved 4/5/2019.		
1	400 West Commercial, PYS	060 F001
"	"	060 F003
2	IMT Cold Storage Site	Multiple, inclcuding: 059 A002 and 059 A005, and portions of 059 A007, 059 A008, 059 A009
3	431 Commercial St., "Angelo's Acre"	043 C009
4	383 Commercial St., Dasco Development, Rufus Deering Site	042 A001
5	Portland Fish Pier Lot #1	041 A013
6	60 Portland Pier	030 B004
7	127 Fore St., Shipyard Brewery	020 C009
8	100 Fore St., Hamilton Marine Site	019 A010
9	58 Fore St, Portland Foreside	018 A001, 018 A002, 019 A003
10	Thames St Lot, Phase II	019 A002
11	Ocean Gateway Land, Parking and Queuing	444 A003 and A004; 445 A001 and A002; 446 A001 and A002
12	Portland Ocean Terminal and the Maine State Pier	444 A001 and A002
13	New Pier	444 A004
14	Ocean Gateway Pier	445 A002
15	West Commercial St., Commercial St., Thames St Corridor	NA
16	Fore Street Corridor, India Street to Atlantic Street	NA
AMD 2: WTIF Parcels Added. Council Approved 3/16/2018. MDECD Approved 5/29/2018.		
17	5 Widgery Wharf, Union Wharf	031 K003
18	218 Commercial St., Union Wharf	031 K103
19	Hancock St., WEX Headquarters	019 A014
AMD 1: WTIF Sub-District Created. Council Approved 6/7/2010. MDECD Approved 6/28/2010.		
20	252 Commercial St., Pierce Atwood	041 A016
WTIF District Creation. Council Approved 6/7/2010. MDECD Approved 6/28/2010.		
21	144 Fore St./Warehouse & Storage	019 A008
22	7 Custom House St/Office & Business	029 K001
23	145 Commercial St/Office & Business	029 S001
24	68 Commercial St./Maine Wharf	030 D001
25	5 Portland Fish Pier/Bristol Seafood	041 A005

Map produced by the City of Portland Economic Development Department. Intended to document Growth Area and Waterfront TIF District boundaries as of October 15, 2018 as well as proposed expansions. TIF district boundaries are based on the underlying tax parcels where available. Actual parcel boundaries may change by sale or lease and TIF District boundaries may be amended from time to time. May 2019

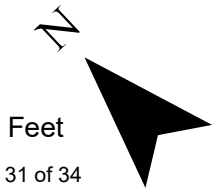
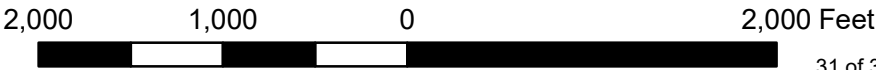
- Legend**
- Growth Area Boundary as Recently Expanded
 - TIF District Parcels**
 - Existing TIF parcel, as of April 2019
 - Property for TIF District Inclusion
 - Pier Infrastructure for In-district Capture and Use of TIF Funds
 - Public Roadway for Use of TIF Funds
 - Addition to Growth Area Boundaring and TIF District



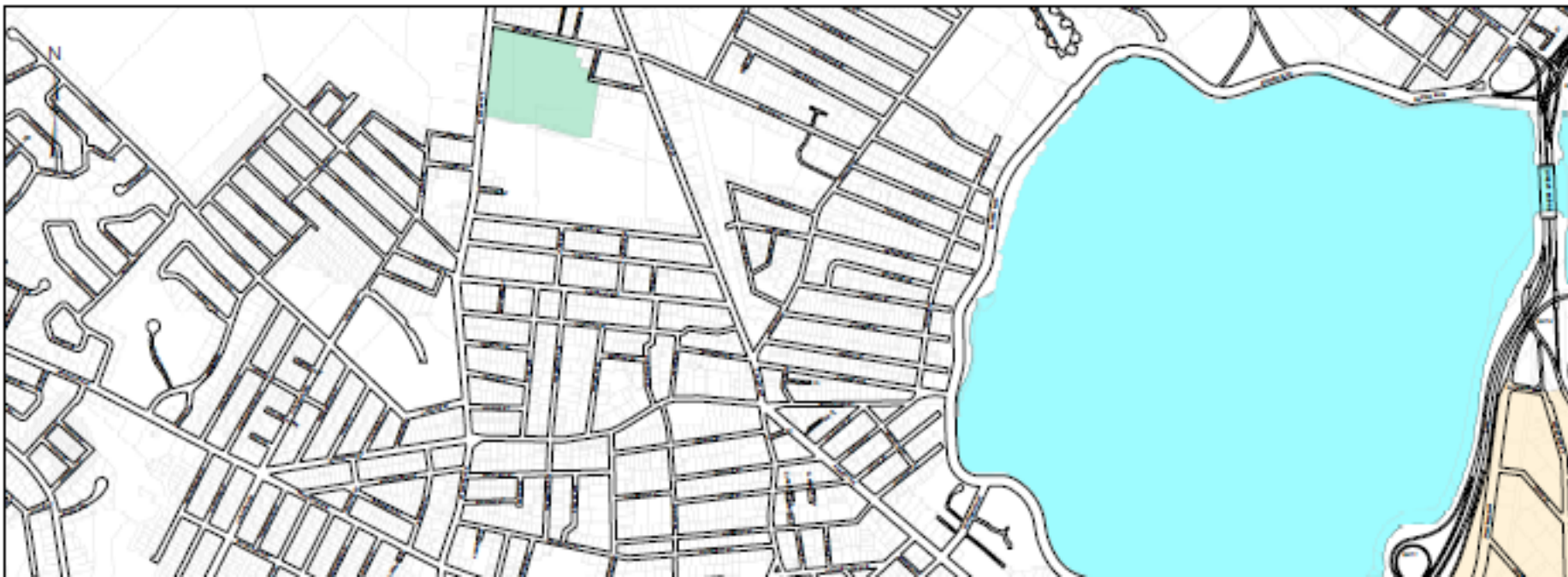
Portland Waterfront Development Growth Area
Waterfront TIF District Expansion

May 2019

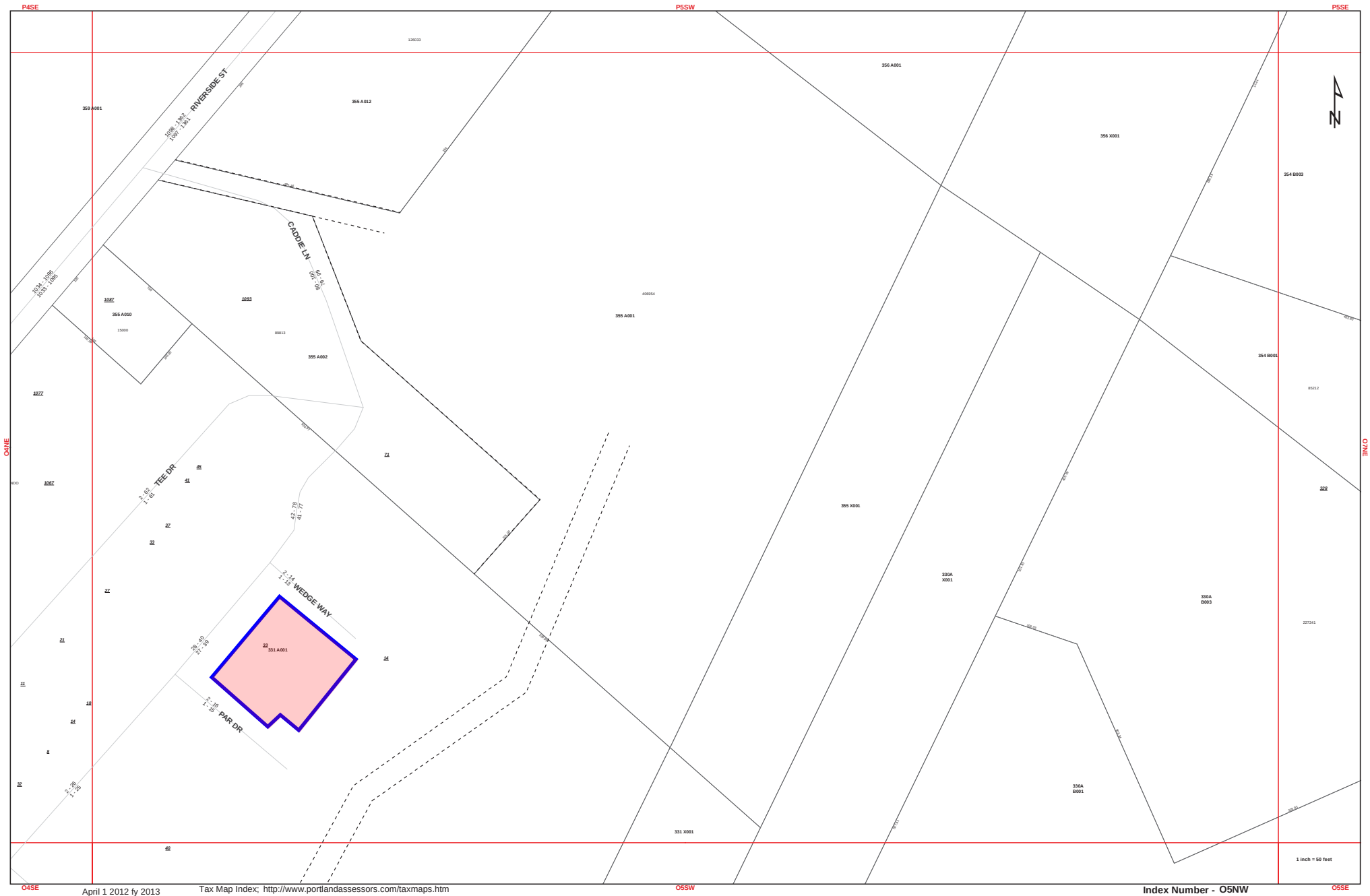
Draft for Review by
City of Portland Economic Development Committee



McAuley TIF District at corner of Walton Street and Stevens Ave.



ImmuCell TIF District off of Riverside Street.



FYE2019 Report

FY 19 Tax Rate: 0.02248

TIF Name	Starts/		TIF PLAN	TOTAL	ORIGINAL	Increased	PERCENT	Total Cpt.	PROCEEDS	City TIF	City General Fund
	Ends-FY	TERM	YEAR	ASSESSED VALUE	ASSESSED VALUE	Assessed value	APPLIED	Value	TO OWNER	Funds	(OAV and Non- Captured Taxes from IAV)
HOLT HALL	00/19	20 YEARS	20	4,956,760	349,110	4,607,650	67%	3,070,538	69,026	0	42,402
- FY19 Taxes				111,428	7,848	103,580		69,026			
Baxter Library (f/k/a Arts)	11/19	9 YEARS	9	2,502,600	0	2,502,600	65%	1,626,690	36,568	0	19,690
- FY19 Taxes				56,258	0	56,258		36,568			
AVESTA/Pearl Place	08/37	30 YEARS	12	3,575,480	646,050	2,929,430	34%	996,006	22,000	0	58,377
- FY19 Taxes				80,377	14,523	65,854		22,000			
OCEAN GATEWAY/Riverwalk	07/19	13 YEARS	13	37,459,500	1,085,550	36,373,950	16%	5,827,107	130,993	0	711,096
- FY19 Taxes				842,090	24,403	817,686		130,993			
PowerPay/Ptld Pub Mkt	11/40	30 YEARS	9	6,259,500	1,862,600	4,396,900	50%	2,198,450	49,421	0	91,292
- FY19 Taxes				140,714	41,871	98,842		49,421			
McAuley	10/39	30 YEARS	10	1,345,700	0	1,345,700	60%	807,420	18,151	0	12,101
- FY19 Taxes				30,251		30,251		18,151			
Thompson's Point TOD	15/44	30 YEARS	5	9,043,800	3,844,900	5,198,900	100%	5,198,900	87,653	29,218	86,433
- FY19 Taxes				203,305	86,433	116,871		116,871			
409 Cumberland Ave. AH	14/35	22 YEARS	6	3,715,400	470,200	3,245,200	100%	3,245,200	36,476	36,476	10,570
- FY19 Taxes				83,522	10,570	72,952		72,952			
134 Washington Ave. AH	15/34	20 YEARS	5	1,079,400	155,600	923,800	50%	461,900	10,384	0	13,881
- FY19 Taxes				24,265	3,498	20,767		10,384			
17 Carleton St. AH	16/37	22 YEARS	4	2,383,300	261,600	2,121,700	65%	1,379,105	31,002	0	22,574
- FY19 Taxes				53,577	5,881	47,696		31,002			
ImmuCell	18/29	12 YEARS	2	4,021,300	52,600	3,968,700	65%	2,579,655	57,991	0	32,408
- FY19 Taxes				90,399	1,182	89,216		57,991			
58 Boyd Street AH	19/48	30 YEARS	1	0	0	0	50%	0	0	0	0
Deering Place AH	19/48	30 YEARS	1	0	0	0	75%	0	0	0	0
Area-Wide TIFs, with CEA											
BAYSIDE	04/33	30 YEARS	16	202,619,800	122,318,180	80,301,620	63%	50,806,835		787,138	3,412,755
FY19 Taxes				4,554,893	2,749,713			1,142,138			
- CEA/Atlantic Bayside Trust	09/23	15 YEARS	11	31,005,420	0	31,005,420	Formula		355,000		
WATERFRONT	03/32	30 YEARS	17	47,459,980	8,283,770	39,176,210	71%	28,003,155		424,689	437,389
FY19 Taxes				1,066,900	186,219			629,511			
- CEA/Waterfront Maine	12/31	20 YEARS	8	15,187,300	950,900	14,236,400	64%	9,111,296	204,822		
DOWNTOWN TOD TIF	16/45	30 YEARS	4	1,137,997,460	968,136,850	169,860,610	22%	37,369,334		840,063	24,742,120
FY19 Taxes				25,582,183	21,763,716	3,818,467		840,063			

Total Value:				1,464,419,980	1,107,467,010	356,952,970		143,570,295			
Total Taxes:				32,920,161	24,895,858	8,024,303		3,227,460	1,109,487	2,117,583	29,693,091

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**RESOLUTION FOR PORTLAND TO BE THE METRO REGIONAL COALITION'S
THIRD COMMUNITY TO PARTICIPATE IN OPIOID PREVENTION WORK**

WHEREAS, in 2017 the State of Maine ranked sixth in a list of the ten states with the highest number of overdose deaths involving opioids the in the United States (see Exhibit A, 1);

WHEREAS, of the 418 drug-related deaths in Maine in 2017, 354 were due to opioid use, and one-quarter of those deaths occurred in Cumberland County, with 54 deaths in the City of Portland (see Exhibit A, 2); and

WHEREAS, opioid misuse continues to cause fatalities in the State of Maine with 270 opioid-related overdose deaths reported to the national Center for Disease Control and Prevention's National Center for Health Statistics during the 12-month period ending in January 2019 (see Exhibit A, 3); and

WHEREAS, in 2017, addressing opioid misuse was identified as a priority by the seven communities comprising the Greater Portland Council of Government's Metro Regional Coalition (MRC), comprised of Cape Elizabeth, Falmouth, Gorham, Portland, Scarborough, South Portland and Westbrook; and

WHEREAS, the MRC, in collaboration with Greater Portland Council of Governments (GPCOG) has worked to boost countywide efforts reduce opioid misuse through peer learning, community scans, workshops with elected officials and municipal leaders, and public forums, including a forum at the Greater Portland and Lakes Region Annual Summit in 2018; and

WHEREAS, working with public health consultants, GPCOG and the MRC have developed *Communities Addressing Addiction & Opioid Misuse* workshops to assist municipal leaders in expanding their knowledge of opioid misuse, while also examining current policies and developing and enhancing local action plans to further address addiction and opioid misuse; and

WHEREAS, these *Communities Addressing Addiction & Opioid Misuse* workshops have already been held in both Falmouth and Gorham to great acclaim; and

WHEREAS, GPCOG has secured state funding for work to begin to allow a third community to participate in a *Communities Addressing Addiction & Opioid Misuse* workshop; and

WHEREAS, the MRC has offered Portland the opportunity to be that third community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Portland, Maine does hereby agree that the City of Portland will be the third community to participate in the *Communities Addressing Addiction & Opioid Misuse* workshops; and

BE IT FURTHER RESOLVED that the members of the City Council shall do their best to attend and participate in the two-hour *Communities Addressing Addiction & Opioid Misuse* workshop when it is scheduled in the City of Portland; and

BE IT FURTHER RESOLVED that the members of the City Council shall encourage the Board of Education to adopt this resolution and encourage its members to participate in the *Communities Addressing Addiction & Opioid Misuse* workshop when it is scheduled in the City of Portland.

EXHIBIT A

References

- 1 – NIH National Institute on Drug Abuse. “Maine Opioid Summary.” *NIDA*, 30 Mar. 2019, www.drugabuse.gov/opioid-summaries-by-state/maine-opioid-summary. Accessed on 9/10/2019.
- 2 – The Opportunity Alliance Community News & Notes. “Maine’s Opioid Crisis.” Spring/Summer 2018.
- 3 – CDC. “Products - Vital Statistics Rapid Release - Provisional Drug Overdose Data.” *Centers for Disease Control and Prevention*, Centers for Disease Control and Prevention, last reviewed 14 Aug. 2019, www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm. Accessed on 9/10/2019.

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**RESOLUTION OPPOSING THE FEDERAL COMMUNICATIONS COMMISSION
ORDER CHANGING THE DEFINITION OF THE FRANCHISE FEE**

WHEREAS, cable companies have long paid localities for the privilege of operating their cable systems with a "franchise fee;" and

WHEREAS, the federal Cable Act caps the cable franchise fee that may be charged by localities at five percent (5%) of the gross revenues derived from the operation of the cable system; and

WHEREAS, the federal Cable Act also explicitly authorizes local franchising authorities like Portland to impose additional franchise obligations on cable operators, such as requirements to provide institutional network ("INET") capacity and public, educational and governmental access ("PEG") channel capacity and facilities on the cable system; and

WHEREAS, the franchise fee paid by Charter Communications, formerly Time Warner and Spectrum, to the City of Portland as its franchising authority was \$750,081 in fiscal year 2019; and

WHEREAS, the Federal Communications Commission (FCC) adopted, on August 3, 2019, the 3rd Report & Order in the Video Franchising docket in which the FCC determined, among other things, that the franchise fee paid to local and state franchising authorities like Portland must include the fair market value of any non-monetary franchise requirements, which the FCC calls "in-kind, cable-related contributions"; and

WHEREAS, under the City's franchise agreement, Charter Communications provides Portland with an INET, low cost broadband to schools, city buildings and libraries, and PEG channel capacity and support, which constitute the kind of non-monetary franchise requirements that would be included in the FCC's new definition of a franchise fee; and

WHEREAS, including the fair market value of that system in the calculation of the franchise fee paid to the City of Portland and subject to the 5% cap would substantially reduce the franchise fee paid to the City, if not reduce it to zero; and

WHEREAS, the City of Portland was a member of a coalition of local governments that provided comments opposing the Federal Communications Commission's proposal to expand the Cable Act's franchise fee definition;

NOW, THEREFORE, BE IT RESOLVED, that the Portland City Council hereby supports the City of Portland's continued participation in opposition to this franchise fee order, including joining in an appeal of the FCC order; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager, Corporation Counsel, or his or her designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document.



SUMMARY OF THE FCC'S *THIRD REPORT AND ORDER* LIMITING CABLE FRANCHISE FEE PAYMENTS AND PREEMPTING LOCAL AUTHORITY OVER NON-CABLE SERVICES

August 9, 2019

On August 2, 2019, the FCC released a [*Third Report and Order*](#) in its 2005 docket interpreting provisions of the federal Cable Act. As summarized below, the *Third Report and Order* **allows cable operators to deduct from franchise fees the fair market value of cable franchise requirements**, with limited exceptions, and **largely preempts states and local governments** from regulating the non-cable services and equipment of franchised cable operators, including their Wi-Fi and small cells equipment.

The *Third Report and Order* **will take effect 30 days after publication in the Federal Register**. We do not have a date certain for Federal Register publication, but it could be as early as mid-August, leading to a mid-September effective date.

REVISED DEFINITION OF "FRANCHISE FEE" AND DEDUCTIONS FROM FRANCHISE FEES

The federal Cable Act caps the cable franchise fees that franchising authorities may charge cable operators at 5% of their gross revenues derived from the operation of the cable system to provide cable services. The Act further defines a "franchise fee" to include "any tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such," subject to certain exemptions. In the *Third Report and Order*, the Commission has determined that a "franchise fee" includes non-monetary franchise obligations, which it calls "in-kind, cable-related contributions." The result of this determination is that **cable operators will quantify many cable franchise obligations at "fair market value" and, where the franchise provides for a franchise fee at the maximum 5% cap, deduct that amount from the monetary franchise fee payment** in order to stay within the cap.

The following is a summary of additional details on this portion of the *Third Report and Order*:

- Defines "in-kind, cable-related contributions" to include "any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to free or discounted cable service to public buildings, costs in support of PEG access other than capital costs, and costs attributable to the construction of I-Nets. It does not include the costs of complying with build-out and customer service requirements."

- o The Commission concludes that “most cable-related, in-kind contributions are encompassed within this definition and thus must be included for purposes of calculating the statutory five percent cap on such fees.”
- o The *Third Report and Order* discusses application of this definition to a few specific franchise provisions (as outlined below), however, the definition is not limited to provisions expressly addressed in the *Order*. It is not clear what other cable franchise provisions may fall into the definition and thus it is difficult to determine the full financial impact of the *Order*.
- Exclusions from “in-kind, cable-related contributions”—***franchise provisions that cannot be deducted from franchise fees***—are:
 - o ***Capital costs for PEG access facilities.***
 - The *Third Report and Order* includes a new definition of “capital costs” that is more inclusive than the Commission’s prior definition: “[T]he term ‘capital cost’ in section 622(g)(2)(C) should be given its ordinary meaning, which is a cost incurred in acquiring or improving a capital asset. ... [T]he exclusion for capital costs under section 622(g)(2)(C) could include equipment that satisfies this definition, regardless of whether such equipment is purchased in connection with the construction of a PEG access facility.”
 - See below for a discussion of how this definition applies to certain PEG facilities.
 - o ***Build-out requirements*** (i.e., franchise provisions requiring cable operators to be capable of providing cable service to all households in the franchise area within a reasonable period of time as provided in 47 U.S.C. § 541(a)(4)(A)).
 - o ***Customer service obligations.***
- Application to specific franchise provisions:
 - o ***PEG Channel Capacity:*** Though the *Third Report and Order* finds that non-capital PEG-related franchise provisions are franchise fees, the Commission ***does not allow the offset of PEG channel capacity at this time.***
 - The Commission found that “the record is insufficiently developed” for it to determine whether or not PEG channel capacity is a “capital cost” that is excluded from the definition of “franchise fee.”
 - The *Order* “encourage[s] parties to ***supplement the record*** on the channel capacity issue. To the extent that we are provided sufficient information to answer the complex questions raised by channel capacity, ***we intend to resolve them in the next twelve months.***”
 - o ***PEG Transport Facilities:*** The *Third Report and Order* finds the installation of “PEG transport facilities” are capital costs that are exempt from the 5% franchise fee cap. However, ***maintenance and use of PEG transport facilities are operating costs that count toward the cap.***

- “PEG transport facilities” are “facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system.”
 - “Episodic” or “short term” PEG transport connections are considered non-capital costs and thus are counted toward the 5% cap.
 - o I-Nets: The *Third Report and Order* finds that **the construction, maintenance and service of I-Nets are included in the 5% franchise fee cap**. Note that this is different from the determination with respect to PEG transport facilities, for which installation costs are capital costs excluded from the cap.
- Calculation of franchise fee deduction:
 - o Franchise obligations considered “franchise fees” under the *Third Report and Order* are to be **valued at fair market value**.
 - “[W]here there is a product in the market, [fair market value] is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates that they charge customers for the services that they offer.”
 - In a footnote, the *Third Report and Order* suggests that “certain business or enterprise services may be comparable to I-Nets.”
- Process for implementing the franchise fee provisions of the *Third Report and Order*:
 - o The *Third Report and Order* is **prospective only**; cable operators cannot recoup past franchise fee payments.
 - o However, the *Third Report and Order* **applies to existing franchise agreements, including state franchises**, and contemplates cable operators and franchising authorities will agree to franchise fee deductions and/or franchise modifications to address the *Order* without waiting for the franchise renewal process.
 - The Commission “encourage[s] the parties to negotiate franchise modifications within a reasonable time and find[s] that 120 days should be, in most cases, a reasonable time for the adoption of franchise modifications.”
 - If an agreement to modify the franchise is not reached, any provision of a franchise agreement that is inconsistent with the *Third Report and Order* “is subject to preemption under section 636(c).”
 - o The Commission contemplates a process in which franchising authorities will be able to decide whether to (1) continue to receive the “in-kind cable-related contributions” and thus accept a reduced monetary franchise fee payment; (2) “discontinue” that contribution and receive the full monetary franchise fee payment of 5% of gross revenues; or (3) reduce the contribution (e.g., continue free cable service to some public buildings but not others) and accept a reduced franchise fee payment based on the adjusted contribution.

- o Franchising authorities ***may not ask a cable operator to voluntarily waive or forego the franchise fee deductions allowed by the Third Report and Order.*** The Commission stated, “Complying with the terms of the statute is not optional.”

MIXED-USE RULE AND PREEMPTION

The “mixed-use rule” is the Commission’s rule to address regulation of and authority over the non-cable services cable operators provide over their cable systems. In the earlier Orders in this docket, the Commission found that local governments could not use their cable franchising authority under the Cable Act to regulate some cable operators’ non-cable services. The Commission previously acknowledged that this original version of the mixed-use rule “does not affect the authority of local authorities to regulate non-cable services under other applicable regulatory regimes.” In other words, the rule did not preempt local authority over non-cable services that may exist outside the context of the Cable Act. The *Third Report and Order* ***extends the mixed-use rule to all cable operators and includes a significant new preemption of state and local authority over cable operators’ non-cable services.***

- The mixed-use rule ***“prohibit[s] [franchising authorities] from using their cable franchising authority to regulate any services other than cable services provided over the cable systems” of any cable operator, with the exception of channel capacity on I-Nets.***
 - o Note that even though franchising authorities can require I-Nets as provided in the Cable Act, as described above, the *Third Report and Order* states that I-Nets are “franchise fees” and thus the value of the construction, maintenance and service of I-Nets are subject to the franchise fee cap.
- The *Third Report and Order* ***“expressly preempt[s] any state or local requirement, whether or not imposed by a franchising authority, that would impose obligations on franchised cable operators beyond what Title VI allows.”*** The preemption includes:
 - o “[A]ny imposition of fees on a franchised cable operator or any affiliate using the same facilities franchised to the cable operator that exceeds” the Commission’s new definition of “franchise fee” discussed above, “whether styled as a ‘franchise’ fee, ‘right-of-access’ fee, or a fee on non-cable (e.g., telecommunications or broadband) services.”
 - The *Third Report and Order* states that “installation of Wi-Fi and small cell antennas attached to the cable system” are part of the cable system and thus ***states and local governments cannot impose separate rights of way fees on cable operators’ Wi-Fi and small cell attachments.***

- o “[A]ny requirement that a cable operator with a Title VI [cable] franchise secure an additional franchise or other authorization to provide non-cable services via its cable system.”
 - The Commission found that **the cable franchise “bestows the right to place facilities and equipment in rights-of-way” to provide “cable and non-cable services, such as wireless broadband and Wi-Fi services.”**
- States and local governments may impose requirements on non-cable facilities and equipment designed to protect public safety, so long as such requirements otherwise are consistent with the provisions of Title VI. The scope of this authority is not clear from the *Third Report and Order*:
 - o “Our decision today **still leaves meaningful room for states to exercise their traditional police powers** under section 636(a). While we do not have occasion today to delineate all the categories of state and local rules saved by that provision, we note that states and localities under section 636(a) may lawfully engage in rights-of-way management (e.g., road closures necessitated by cable plant installation, enforcement of building and electrical codes) **so long as such regulation otherwise is consistent with Title VI.**”

APPLICATION TO STATES

The *Third Report and Order* finds that the new rules will apply to states as well as local governments. Note that this is not limited to circumstances in which the state is the franchising authority. The rules apply to “franchising actions taken at the state level and state regulations that impose requirements on local franchising.”

Not only will the rules set out in the *Third Report and Order* apply to both states and local governments, so, too, will the findings of the *First Report and Order*¹ and *Second Report and Order*² in this docket. Some of the applicable provisions from the *First Report and Order* and the *Second Report and Order* now applicable to states (which continue to apply to local governments) include:

- Shot clocks for granting or denying competitive franchise applications; and
- Guidelines and limitations on the build-out, PEG and Institutional Network (“I-Net”) requirements that may be included in franchises for new entrants to the cable market.

¹ Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Report and Order and Further Notice of Proposed Rulemaking, 22 FCC Rcd 5101 (2007) (“*First Report and Order*”).

² Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Second Report and Order, 22 FCC Rcd 19633 (2007) (“*Second Report and Order*”).

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: August 29, 2019

SUBJECT: **Order 49-18/19 Extending an Option Agreement with Capricorn Products LLC for the Sale of Lot 1 at Portland Technology Park- Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Economic Development Committee, Councilor Justin Costa/Chair; meeting held on September 3, 2019, and the vote was unanimous (4-0) to forward this to the City Council for approval.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/16/2019

Final Action 9/16/2019

Can action be taken at a later date: No Because the Option to Purchase Real Estate expires October 11, 2019, it is being requested that action be taken at the September 16, 2019 meeting.

PRESENTATION: Greg Mitchell/5 Minutes.

I. SUMMARY

It is being requested that the Option to Purchase Real Estate at Portland Technology Park with Capricorn Products, LLC be extended twelve months, i.e., from October 11, 2019 to October 10, 2020, at an additional cost of \$5,000.

II. AGENDA DESCRIPTION

The Economic Development Committee meet on September 3, 2019, and voted unanimously (4-0) to forward this item to the City Council for approval.

Phase I infrastructure, including the road and stubbed utilities, was completed at the Portland Technology Park in October of 2013 with federal grant public infrastructure assistance from the United States Department of Commerce Economic Development Administration. One tenant, Patron's Oxford Insurance, constructed a 19,000 square foot office building on Lot 4 that was completed in July, 2017. Three additional lots are available for sale.

The City and Capricorn Products LLC entered into an Option to Purchase Real Estate on October 11, 2018, for Lot #1 at Portland Technology Park. The Option expires October 11, 2019.

In June of this year, Nittobo America, a subsidiary of Nittobo Boseki, Co., LTD, a Japanese company, purchased Capricorn Products LLC's membership interest and now is the 100% owner of the LLC, while Capricorn Products LLC remains the operating company. Capricorn Products LLC is requesting a twelve-month extension on the Option, through October 10, 2020, in order to evaluate the site, design the building and review feasibility of the project and location.

Capricorn Products LLC is a primary manufacturer and supplier of bulk immune-diagnostic raw materials to in-vitro diagnostic, biotechnology, and veterinary diagnostic test kit manufacturers based in Europe, Asia, and

the Americas.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Phase I infrastructure, including the road and stubbed utilities, was completed at the Portland Technology Park in October of 2013 with Federal grant public infrastructure assistance from the US Department of Commerce Economic Development Administration. One tenant, Patron's Oxford Insurance, constructed a 19,000 square foot new office building on Lot 4 that was completed in July 2017. Three additional lots are available for sale.

The City and Capricorn Products entered into an Option to Purchase Real Estate on October 11, 2018, which real estate is Lot #1 at Portland Technology Park. The Option expires October 11, 2019.

In June of this year, Nittobo America, a subsidiary of Nittobo Boseki, Co., LTD, a Japanese company, purchased Capricorn Products, LLC's membership interest and now is the 100% owner of the LLC, while Capricorn Products, LLC remains the operating company. Capricorn Products LLC is requesting a twelve-month extension on the Option, through October 10, 2020, in order to evaluate the site, design the building and feasibility of the project and location.

About Capricorn Products, LLC

Capricorn Products, LLC is a primary manufacturer and supplier of bulk immune-diagnostic raw materials to in-vitro diagnostic, biotechnology, and veterinary diagnostic test kit manufacturers based in Europe, Asia, and the Americas.

Product lines include: goat polyclonal antisera for turbidimetric and nephelometric serum protein assays; standard and custom calibrators and controls; OEM reagents manufactured to customer specifications; and, an extensive range of monoclonal and polyclonal antibodies and antigens used in immunochemistry and infectious disease testing.

Jane Havey, President, established Capricorn Products LLC in 1994 and has agreed to remain as President for the near term. The Company is ISO 9001 certified and observes FDA Good Manufacturing Practices. Company headquarters and laboratories are located at 12 Rice Street, Portland, Maine.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to extend the Option to Purchase Real Estate from October 11, 2019 to October 10, 2020.

V. FINANCIAL IMPACT

Purchase Price: \$420,000

Cost of Option: \$5,000 non-refundable, but applicable to purchase price

Cost of Amendment: \$5,000 non-refundable, but applicable to purchase price

Term of Original Option: Twelve (12) months

Term of Amendment: Twelve (12) months

Purchase and Sale Agreement Terms: See Exhibit 1 to Real Estate Option.

Additionally, Capricorn is proposing to construct a 15,000-18,000 square foot building and create additional employment. New construction will generate new property taxes to the City, in addition to new spending power associated with new employment.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval of the Amendment to the Real Estate Option and Purchase Agreement.

VII. RECOMMENDATION

At the Economic Development Committee meeting held on September 3, 2019, the Committee voted unanimously (4-0) to forward this to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Extending Option to Capricorn Products re Lot 1 at Portland Technology Park 9.16.2019
2. Amendment to Option 8.29.19 CKL - for CC-Havey Exctd
3. Option to Purchase as Apprvd by CC 10-1-2018 - Fully Exctd ao 10-11-2018
4. Portland Technology Park Marketing Brochure 4-2019

Prepared by:

Greg Mitchell, Director

Date: 8/29/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER EXTENDING AN OPTION AGREEMENT
WITH CAPRICORN PRODUCTS LLC FOR THE SALE OF LOT 1
AT PORTLAND TECHNOLOGY PARK**

ORDERED, that an Option Agreement with Capricorn Products LLC for the sale of Lot 1 in Portland Technology Park is hereby extended to October 10, 2020, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

**AMENDMENT TO OPTION AGREEMENT
FOR PURCHASE OF PURCHASE REAL ESTATE**

WHEREAS, the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City") and CAPRICORN PRODUCTS LLC, a Maine limited liability company with a mailing address of 12 Rice Street, Portland, Maine 04103 ("Buyer"), entered into a certain Option Agreement for Purchase of Real Estate dated October 11, 2018 (the "Option Agreement") in connection with certain premises located in Portland, Cumberland County, Maine (the "Premises"), as described in Schedule A attached hereto; and

WHEREAS, the Buyer holds an Option to purchase the Premises under the terms of the Option Agreement; and

WHEREAS, the City and Buyer wish to extend the term of the Option, which is defined as the "Option Period" under the Option Agreement.

NOW THEREFORE, the City and the Buyer, for good and valuable consideration received, hereby agree as follows:

1. Option Period. The Option Period is hereby extended for an additional twelve (12) months, terminating on October 10, 2020. Buyer, at its sole option, may exercise the Option during the Option Period by delivering notice as set forth in the Option Agreement.
2. Consideration for Extension. Consideration for the extension of the Option Period is Five Thousand Dollars (\$5,000.00) (the "Additional Deposit"), which Buyer shall pay to the City upon execution of this Amendment. The original Option Consideration and the new Additional Deposit shall be nonrefundable, but shall be credited to the Buyer against the Purchase Price at any closing of the sale of the Premises.
3. Ratification. Except as expressly modified herein, the Option Agreement remains in full force and effect and is hereby ratified and confirmed by the parties.

Signature pages follow.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the _____ day of _____, 2019 (the “Effective Date”).

CITY OF PORTLAND

WITNESS

By: _____
Jon P. Jennings
Its City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2019

Personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said City of Portland.

Before me,

Attorney-at-Law/Notary Public
Commission Expires:
Print Name:

Approved as to form:

City Corporation Counsel

Approved as to funds:

City Finance Director

CAPRICORN PRODUCTS LLC

A. Robichaud
WITNESS

By: Jane K. Havey
Print Name: Jane K. Havey
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND

August 30, 2019

Personally appeared the above-named Jane K. Havey, President of Capricorn Products LLC, as aforesaid, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity, and the free act and deed of said Capricorn Products LLC.

Before me,

Peggy A. Morin
Attorney-at-Law/Notary Public

Commission Expires:

Print Name:

Peggy A. Morin
Notary Public, State of Maine
My Commission Expires July 06, 2026

SCHEDULE A
(Legal Description of Premises)

The Unit designated as Unit 1 (the "Unit") of Portland Technology Park Condominium, located in the City of Portland, County of Cumberland and State of Maine ("Condominium") created pursuant to the provisions of the Maine Condominium Act (the "Act") by the Declaration of Condominium, dated March 10, 2016 and recorded in the Cumberland County Registry of Deeds in Book 32969, Page 97, as the same may be amended from time to time (hereinafter called the "Declaration") and by the Condominium Plat of Portland Technology Park Condominium prepared by SGC Engineering, LLC dated March 17, 2014, as revised March 9, 2016, incorporated into the Declaration and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 62. The Unit is subject to and has the benefit of the Declaration, the Plats, Plans and the Act which is incorporated herein by reference, to which reference is hereby made for a more particular specification of the definition, location and description of the real property hereby conveyed and of the rights, obligations, easements, common elements, limited common elements, development rights, special declarant rights, restrictions, covenants and conditions pertaining thereto. The Unit is conveyed subject to such taxes and assessments, including Common Expenses, allocable to the Unit, if any, as are not due and payable on the date of delivery of this deed and subject to all terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration. Said Unit is conveyed together with an undivided interest in the Common Areas of the Condominium and the interest in the Limited Common Areas allocated thereto.

OPTION AGREEMENT FOR PURCHASE OF PURCHASE REAL ESTATE

KNOW ALL PERSONS BY THESE PRESENTS that, the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City" or "Seller"), for and in consideration of the sum of Five Thousand Dollars (\$5,000.00), the receipt of which is hereby acknowledged, hereby grants to CAPRICORN PRODUCTS LLC, a Maine limited liability company with a mailing address of 12 Rice St, Portland, ME ("Buyer"), its successors and assigns, the exclusive option and right to purchase certain premises owned by the City and described in the attached Exhibit 1, located in Portland, Cumberland County, Maine (the "Premises"), subject to the following terms and conditions:

1. Purchase Price. The purchase price for the Premises shall be Four Hundred Twenty Thousand Dollars (\$420,000.00).
2. Consideration for Option. Consideration for the option set forth herein shall be Five Thousand Dollars (\$5,000.00) (the "Option Consideration"), which Buyer shall pay to the City upon execution of this Option. The Option Consideration shall be nonrefundable but shall be credited to the Buyer against the Purchase Price at the closing of the sale of the Premises.
3. Term of Option. Buyer may exercise this Option at any time on or before the date that is twelve (12) months after the Effective Date set forth below. Such 12-month period is referred to herein as the "Option Period."

Prior to the expiration of the Option Period, Buyer, at its sole option, may terminate this Option at any time and for any reason by delivering a written notice of termination to the City.

4. Exercise of Option. To exercise this Option, Buyer must give written notice to the City of its intent to do so (the "Option Notice") by Certified U.S. Mail, return receipt requested, or hand delivery, to the address set forth below. Such notice must be received by the City by the end of the Option Period.
5. Purchase and Sale Terms and Conditions. Upon exercise of the Option, the parties shall be bound by the Terms and Conditions for the Purchase and Sale of Condominium Unit at Portland Technology Park Condominium, which is attached hereto as Exhibit 1 and made a part hereof (the "Terms and Conditions of Sale").
6. Inspections.
 - a. During the Option Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the

Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.

- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
 - c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City and the Portland Technology Park Condominium Association harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City or the Portland Technology Park Condominium Association on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
 - d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City and Portland Technology Park Condominium Association as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
 - e. In the event that Buyer does not exercise this Option, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections.
7. Recording of Option. The parties agree that this Option Agreement will not be recorded, but that Buyer may record a memorandum of this Option in a form satisfactory to the parties.
8. Release of Option. If Buyer does not exercise this Option within the Option Period, or if the parties fail to timely close on the purchase and sale of the Premises in accordance with the attached Terms and Conditions of Sale, Buyer shall, on request of the City, execute and deliver to the City a written release or other instrument in the form reasonably satisfactory to the City, evidencing Buyer's non-exercise and release of the option and all other rights hereunder. The instrument shall be signed and acknowledged in recordable form by Buyer. In the event Buyer refuses or fails to deliver such instrument to the City, Buyer acknowledges and agrees that the City may execute and record an affidavit stating that Buyer failed to timely exercise its option to purchase the Premises and that this Agreement

is terminated and all of Buyer's rights under this Agreement are therefore terminated and released.

9. Notices. Any notice under this Option Agreement shall be delivered or sent by certified, postage prepaid, return receipt requested, and addressed as follows:

If to Buyer, to: Dwight G. Havey
 Capricorn Products LLC
 12 Rice Street
 Portland, Maine 04103

With a copy to: Charles Katz-Leavy, Esq.
 Jensen Baird Gardner & Henry
 10 Free Street
 P.O. Box 4510
 Portland, Maine 04112-4510

If to City, to: Jon P. Jennings, City Manager
 City of Portland
 389 Congress Street
 Portland, ME 04101

With a copy to: Office of the Corporation Counsel (at the same address).

10. Miscellaneous Provisions.

- a. This Agreement shall be binding upon and shall inure to the benefit of the successors, administrators and assigns of the parties hereto, except that Buyer will not assign its interest in this Agreement to anyone other than a related entity without the written consent of the City, in its reasonable discretion. As used in this Agreement, the term "Related Entity" shall mean any entity other than Buyer (i) which owns beneficially, directly or indirectly, a majority of the shares of stock or partnership interests in Buyer, or (ii) which controls or is under common control with Buyer. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.
- b. This Agreement represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by Seller and Buyer.



- c. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
- e. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.
- f. No waiver of any breach of any one or more of the conditions of this Agreement or its attachments by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- g. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

Signature pages follow.



11th IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the
day of October, 2018 (the "Effective Date").

CITY OF PORTLAND

Sonia Bean
WITNESS

By: Jon P. Jennings
Jon P. Jennings
Its City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

October 11, 2018

Personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland,
as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and
the free act and deed of said City of Portland.

Before me,

Sonia T. Bean
~~Attorney at Law~~ Notary Public

Commission Expires:

Print Name:

SONIA T. BEAN
NOTARY PUBLIC
State of Maine
My Commission Expires
April 8, 2024

Approved as to form:

MB
City Corporation Counsel

Approved as to funds:

City Finance Director

CAPRICORN PRODUCTS LLC

Andrea Robichaud
WITNESS
Andrea Robichaud

By: Dwight G. Havey
Print Name: Dwight G. Havey
Its Treasurer

STATE OF MAINE
COUNTY OF CUMBERLAND

Oct 21, 2018

Personally appeared the above-named Dwight Havey, Treasurer of Capricorn Products LLC, as aforesaid, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity, and the free act and deed of said Capricorn Products LLC.

Before me,

Peggy A. Morin
~~Attorney-at-Law~~/Notary Public
Commission Expires:
Print Name:

Peggy A. Morin
My Commission Expires
July 6, 2019

EXHIBIT 1

TERMS AND CONDITIONS

FOR THE PURCHASE AND SALE

OF CONDOMINIUM UNIT AT

PORTLAND TECHNOLOGY PARK CONDOMINIUM

1. Premises to be Sold. Seller agrees to sell and Buyer agrees to buy Unit 1 at the Portland Technology Park Condominium located on Rand Road, Portland, Maine, together with said Unit's percentage allocated interest in the Common Elements and Limited Common Elements, all as more particularly described in the Declaration of Condominium, Portland Technology Park (the "Declaration") dated March 10, 2016, and recorded in the Cumberland County Registry of Deeds in Book 32969, Page 97, and as shown on the Condominium Plat pertaining thereto; said Plat being recorded in the Cumberland County Registry of Deeds in Plan Book 216, Pages 62-63; and subject to such state of facts and conditions as shown on a First Amended Subdivision Plat of Portland Technology Park Condominium prepared by SGC Engineering, LLC dated September 29, 2011 and revised through May 1, 2015, as recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 250. The Premises to be conveyed is hereinafter called the "Unit." Title reference is made to a Deed from Simon A. Snyder et alia to the City of Portland dated December 7, 1999 and recorded in the Cumberland County Registry of Deeds, Book 15211, Page 31. The Premises are more particularly described in Schedule A attached hereto and made a part hereof.

2. Purchase Price. Subject to any adjustment and prorations hereinafter described, Buyer agrees to pay for the Unit the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), payable to the City at closing by wire transfer.

3. Title. City shall convey the Unit to Buyer at the closing in fee simple with good and marketable or insurable title that is acceptable to Buyer, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements created by or referred to in the Declaration, as well as the matters showed or disclosed on the plats or plans mentioned above; (b) provisions of (i) the Maine Condominium Act, and all amendments thereto; (ii) the Declaration, the By-Laws and the Plats for The Portland Technology Park Condominium Association and all amendments or modifications thereto; (iii) building, zoning and land use ordinances; (c) all restrictions required because the Premises were improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, a draft of which restrictions is attached hereto as Schedule B; and (d) such taxes and assessments, including Common Expenses allocable to the Unit, if any, as are not due and payable on the date of delivery of the deed, and (e) a deed restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable; such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the

purchase price, a Municipal Quitclaim Deed without Covenant (the "Deed"). In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time in which to remedy any title defects. In the event that said defects cannot be corrected or remedied or in the event that Seller elects not to remedy same, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option elect to close notwithstanding such defects as may exist. Seller and Buyer understand and agree that any mortgages and liens on the Premises shall not be considered title defects provided that the same shall be discharged at or prior to closing at Seller's expense. Seller may use purchase money proceeds for this purpose. The Unit shall be sold and conveyed strictly on an "as is, where is, and with all defects" basis, without representation, warranty or covenant, express, implied or statutory, of any kind whatsoever, including, without limitation, representation, warranty or covenant as to condition, past or present use, tax ramifications or consequences, compliance with law, merchantability or fitness or suitability for any purpose, all of which are hereby expressly disclaimed. Acceptance by Buyer of the deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.

4. Closing. This transaction shall be closed on or before the day that is 30 days after Seller receives Buyer's Option Notice at a time mutually agreeable to the parties (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing:

- (a) Seller shall deliver to Buyer an executed Quitclaim Deed without Covenant to the Premises and such other customary instruments, documents and affidavits as may be associated with said closing in form satisfactory to Seller;
- (b) Buyer shall deliver to Seller the Purchase Price, less the \$5,000.00 Option Consideration, by wire transfer;
- (c) Buyer shall deliver to Seller such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- (d) Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting and executing documents on behalf of Buyer are authorized to do so, and such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

7. Adjustments, Proration and Closing Costs.

- (a) Real estate taxes, assessments, and utilities shall be prorated as of the closing.
- (b) The Condominium Association assessments for the Unit's Allocated Interest, as defined in the Declaration, shall be prorated as of the closing.
- (c) The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S.A., §4641-A. Seller is exempt from Maine real estate transfer tax.
- (d) The recording fee for the deed of conveyance and any expenses relating to any Buyer's financing or closing shall be paid for by Buyer.

8. Default and Remedies. In the event that Buyer fails to close hereunder for a reason other than the default of the Seller, Seller shall have available to it all remedies at law and in equity. In the event Seller defaults under this Agreement, other than the default of Buyer, Buyer shall have available to it all remedies at law and in equity, including, without limitation, the remedy of specific performance.

9. Brokers. Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the immunities, defenses, and limitation available to Seller pursuant to the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

SCHEDULE A
(Legal Description of Premises)

The Unit designated as Unit 1 (the "Unit") of Portland Technology Park Condominium, located in the City of Portland, County of Cumberland and State of Maine ("Condominium") created pursuant to the provisions of the Maine Condominium Act (the "Act") by the Declaration of Condominium, dated March 10, 2016 and recorded in the Cumberland County Registry of Deeds in Book 32969, Page 97, as the same may be amended from time to time (hereinafter called the "Declaration") and by the Condominium Plat of Portland Technology Park Condominium prepared by SGC Engineering, LLC dated March 17, 2014, as revised March 9, 2016, incorporated into the Declaration and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 62. The Unit is subject to and has the benefit of the Declaration, the Plats, Plans and the Act which is incorporated herein by reference, to which reference is hereby made for a more particular specification of the definition, location and description of the real property hereby conveyed and of the rights, obligations, easements, common elements, limited common elements, development rights, special declarant rights, restrictions, covenants and conditions pertaining thereto. The Unit is conveyed subject to such taxes and assessments, including Common Expenses, allocable to the Unit, if any, as are not due and payable on the date of delivery of this deed and subject to all terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration. Said Unit is conveyed together with an undivided interest in the Common Areas of the Condominium and the interest in the Limited Common Areas allocated thereto.

SCHEDULE B

COMPLIANCE WITH EDA RESTRICTIVE COVENANTS

The Seller and Buyer acknowledge that the premises were improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-08630 and are subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property or tangible Personal Property acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, industrial purposes and EDA policies concerning adequate consideration and environmental compliance; and any applicable provisions of 13 CFR §314. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. §302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide Seller and/or EDA with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA grant, which in this case, are commercial uses. This covenant shall remain in effect for a period of twenty (20) years.

FOR SALE | PORTLAND TECHNOLOGY PARK

TECHNOLOGY PARK DRIVE, PORTLAND, ME 04101



*APPROXIMATE BOUNDARY LINES

PROPERTY HIGHLIGHTS

- Portland's first and only municipal Business Park
- Located directly off Exit 47 of I-95 for easy highway access
- Phase I with road and utilities complete; Planned Phase II
- Municipal sites available to accommodate 10,000± - 35,000±SF buildings in the Office Park Zone
- Low impact design, with natural woodland features and connection to forested trail systems
- Financing - SBA 504 eligible

FOR SALE | PORTLAND TECHNOLOGY PARK

TECHNOLOGY PARK DRIVE, PORTLAND, ME 04101



PROPERTY INFORMATION

	Acres	Potential Building Size	Max Parking Spaces	Sale Price
Unit 1	UNDER CONTRACT			
Unit 2	1.36±	10,000±SF	40	\$275,000
Unit 3	1.66±	10,000±SF	32	\$240,000
Unit 4	SOLD			
Unit 5	1.29±	10,000±SF	40	\$250,000
Unit 6&7	2.93±	Up to 35,000±SF (17,500±SF Footprint)	121	\$595,000
Unit 7	1.74±	20,000±SF (10,000±SF Footprint)	81	\$350,000

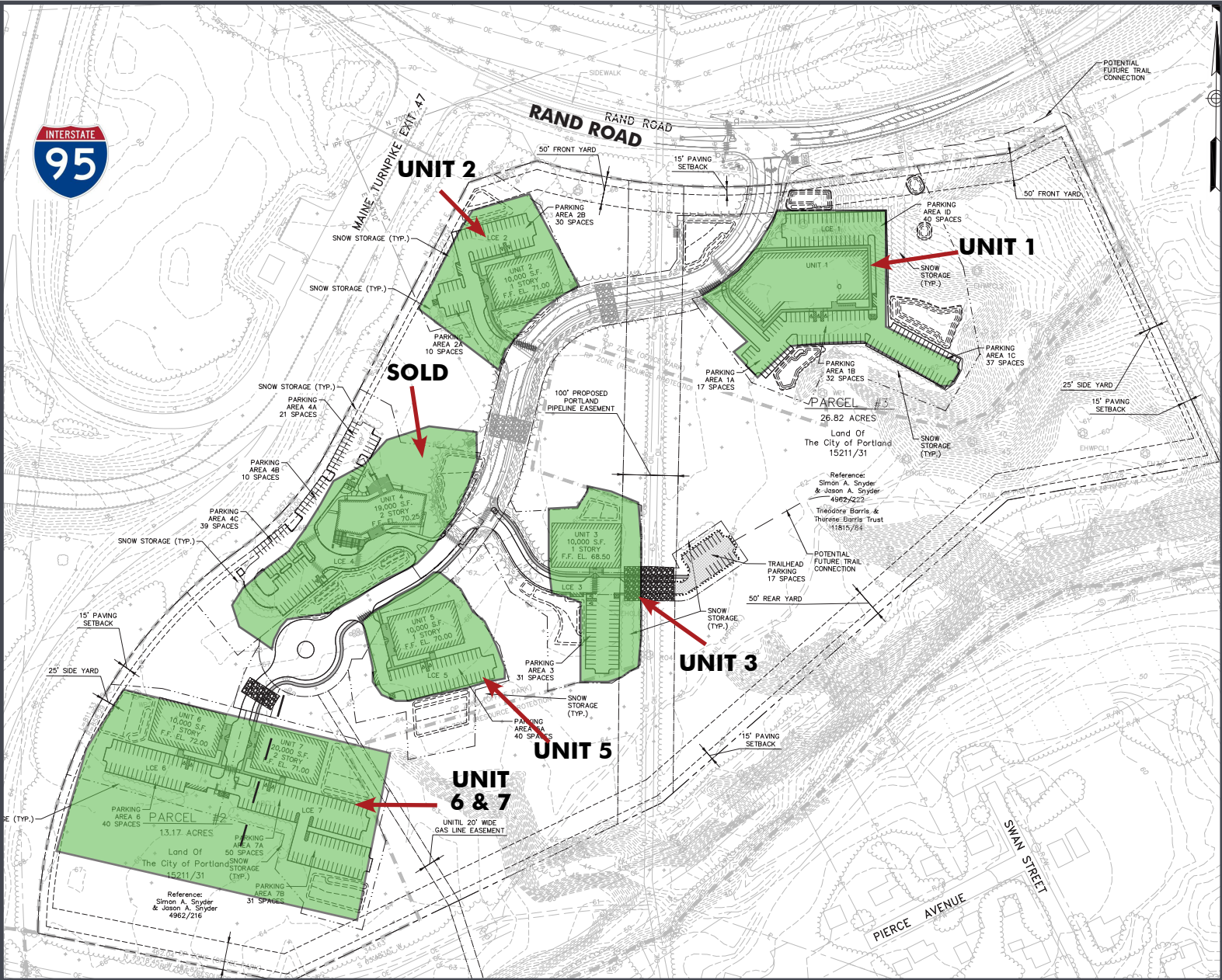


*RENDERINGS

FOR SALE | PORTLAND TECHNOLOGY PARK
TECHNOLOGY PARK DRIVE, PORTLAND, ME 04101



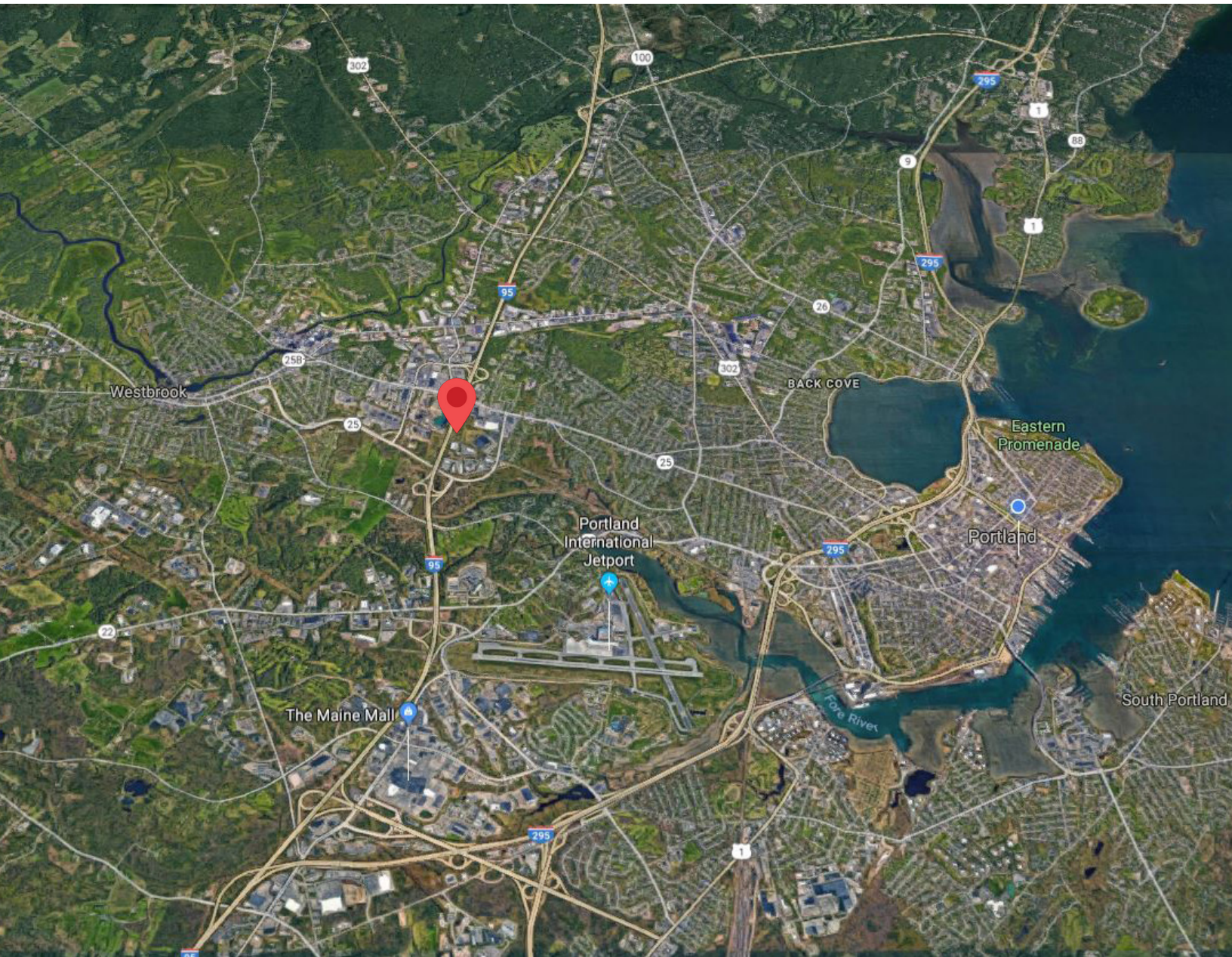
SITE PLAN



Patrons Oxford Insurance Company
Unit 4 (Sold: March, 2016)

FOR SALE | PORTLAND TECHNOLOGY PARK

TECHNOLOGY PARK DRIVE, PORTLAND, ME 04101



CONTACT US



NATE STEVENS
Broker

+1 207.553.1702 D
+1 207.272.2385 C
nstevens@boulos.com



SAMANTHA MARINKO
Associate

+1 207.553.1723 D
+1 908.433.5049 C
smarinko@boulos.com

©2019 The Boulos Company, Inc. All rights reserved. This information has been obtained from sources believed reliable, but has not been verified for accuracy or completeness. You should conduct a careful, independent investigation of the property and verify all information. Any reliance on this information is solely at your own risk. The Boulos Company and The Boulos Company logo are service marks of The Boulos Company, Inc. All other marks displayed on this document are the property of their respective owners. Photos herein are the property of their respective owners. Use of these images without the express written consent of the owner is prohibited.

MEMORANDUM
City Council Agenda Item

FROM: Lori Paulette, Senior Executive Assistant

DATE: August 29, 2019

SUBJECT: **Order 50-19/20 Approving the Purchase and Sale Agreement between Portland and Kennebec Crossing, LLC Re: Somerset Street Extension Project - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Economic Development Committee/Councilor Justin Costa, Chair; meeting held on September 3, 2019, and the vote was unanimous (4-0) to forward this to the City Council for approval.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/16/2019

Final Action 9/16/2019

Can action be taken at a later date: No Staff is requesting this Order be passed as an emergency due to construction schedules. Seven affirmative votes are required for passage as an emergency after public comment.

PRESENTATION: Christopher Branch/5 Minutes

I. SUMMARY

City Council action is necessary to approve the City's purchase of Right of Way to accommodate the relocation of Kennebec Street/Somerset Street.

II. AGENDA DESCRIPTION

The Economic Development Committee reviewed this item at its September 3, 2019, meeting and voted unanimously (4-0) to forward this to the City Council for approval.

This Order approves the Purchase and Sale Agreement with Kennebec Crossing, LLC. In partnership with the Maine Department of Transportation, funding has been secured for the construction of a realignment project in the area of Bayside that terminates a section of Kennebec Street from Elm Street to Hanover Street and reopens a section of Somerset Street from Elm Street to Hanover Street. This project is a share of several Utility, Community Development Block Grant and Portland Public Works projects all being done in the Preble, Somerset and Kennebec Streets area. Construction for this project is anticipated to begin in the spring of 2020.

Staff is requesting this Order be passed as an emergency due to construction schedules. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

Somerset Street Restoration Project is a roadway connection project between Brattle Street and Elm Street. The project will include redesigning sections of both Somerset Street from Hanover Street to Elm Street and Kennebec Street from Brattle Street to Hanover Street.

The Portland City Council, Planning, Public Works Department staff, PACTS, and Maine DOT have all been working since at least 2004 on the realignment of Somerset Street to provide to provide an additional direct connection from Franklin Street to Forest Avenue. This segment will almost complete the corridor. This project would be beneficial for both Vehicle Traffic by connecting Kennebec Street to Somerset Street and Bicycle/Pedestrian travelers by extending the Bayside Trail almost to Forest Avenue.

Project Goals Include:

1. Somerset Street, which presently ends at Elm Street will be extended to meet Kennebec Street at the Kennebec and Hanover Street intersection.
2. Kennebec Street will be discontinued between Hanover Street and Preble Street.
3. Kennebec Street and Hanover Street intersection will be reconstructed to include the connection of Somerset Street (and discontinue the Kennebec Street section).
4. Kennebec Street and Parris Street intersection reconstruction.
5. Alder Street at Kennebec Street intersection reconstructed to connect directly to Preble Street (instead of connecting to Kennebec Street) and making Alder Street One Way from Preble to Oxford Street.
6. Somerset Street and Preble Street intersection reconstruction.
7. Somerset Street and Elm Street intersection reconstruction.
8. Sidewalk and Street Parking changes.
9. Extending the Bayside Trail from Elm Street to Brattle Street.

It is noted that the City had a Public Meeting September 21, 2017 and will have an additional Public Meeting before this project goes out to bid.

In addition, the two private property owners that are affected by this project. City staff have negotiated with one of these property owners for the purchase of property; this proposed draft Agreement is included in the backup.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This action to authorize the Purchase and Sale of ROW will allow the realignment of Somerset/Kennebec Streets project to advance and facilitate the additional stormwater system to be added.

V. FINANCIAL IMPACT

The City will be obligated to pay the cost of the Right of Way and other improvements due to the relocation of the street alignment.

The proposed financial impact in purchasing property from Kennebec Crossing, LLC, is \$114,623.00. In addition, the City will enter into a License Agreement, also included as an Exhibit to the Purchase and Sale Agreement, to allow the City to go onto Kennebec Crossing, LLC's property during the construction phase.

The cost of the License Agreement for the City is \$8,304.00.

Funding for the realignment of Somerset Street has been secured through City Council approved CIP monies and a Grant from Federal Highway Administration through MaineDOT. The cost of the Somerset Street Restoration (Elm to Hanover) Project, (also known as Somerset Street Relocation at Kennebec Street MaineDOT, City of Portland Project) is \$987,500.

VI. STAFF ANALYSIS AND BACKGROUND

The section of the project between Elm Street and Hanover Street is a Grant from the Federal Highway Administration (FHWA) administered by the Maine Department of Transportation (MaineDOT). In order to comply with the requirements of the FHWA funding the City MUST follow the procedures and process outlined by FHWA. This includes the ROW process that includes ROW plans, title examinations, notice of intent to acquire, appraisals, appraisal reviews, negotiations and acquisition steps. All of the steps for these actions are different from the City's ROW process.

The Department of Public Works strongly recommends approving this agreement as the project cannot be completed without the Purchase and Sale Agreement being approved by the City Council.

VII. RECOMMENDATION

The Economic Development Committee reviewed this item at its September 3, 2019, meeting and voted unanimously (4-0) to forward this to the City Council for approval.

VIII. LIST ATTACHMENTS

1. Kennebec Krossing, LLC P&S 9.16.2019
2. Somerset Street Maps
3. PSA w KK LLC from MG 9-10-2019 for CC Packet

Prepared by:

Lori Paulette, Senior Executive Assistant

Date: 8/29/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

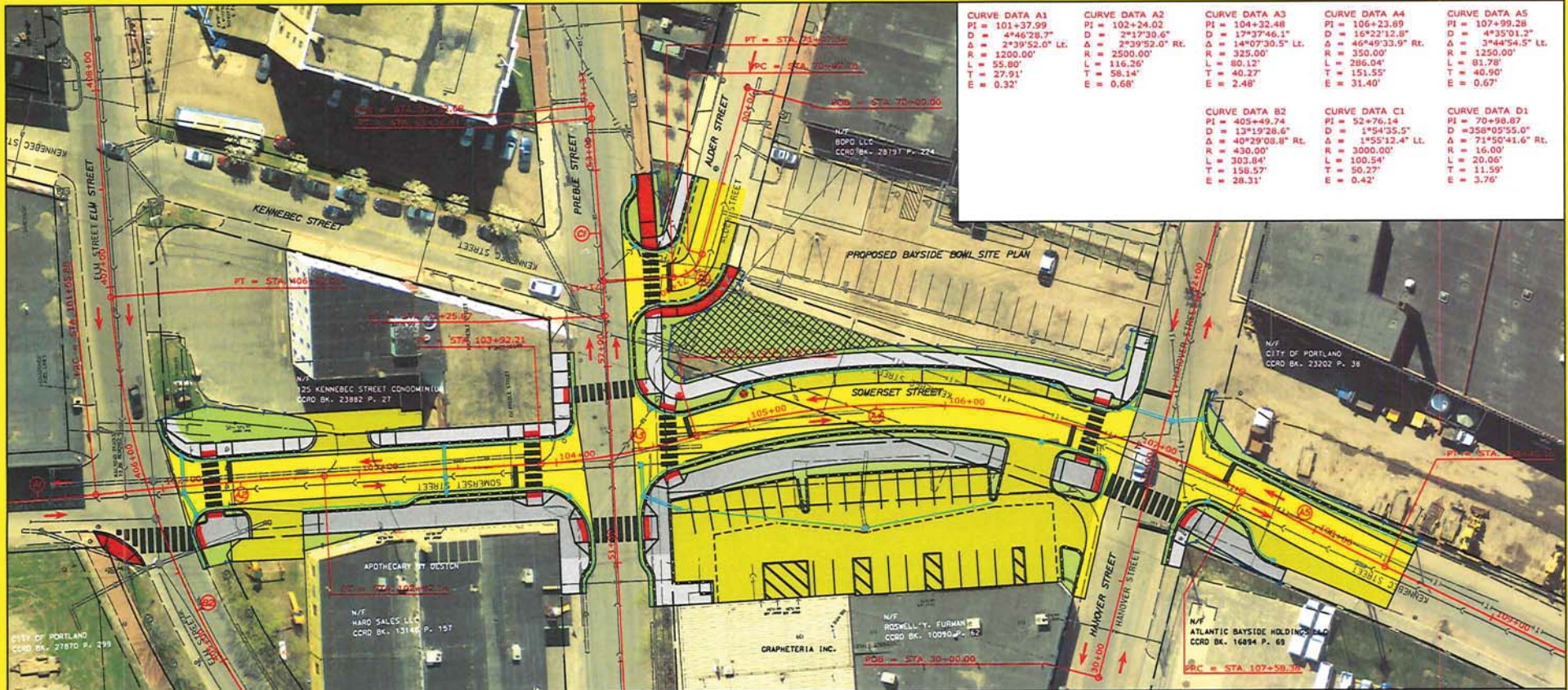
**ORDER APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN
PORTLAND AND KENNEBEC KROSSING, LLC
RE: SOMERSET STREET EXTENSION PROJECT**

ORDERED, that the Purchase and Sale Agreement between Portland and Kennebec Krossing, LLC is hereby approved, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and prevent delay of the project construction schedule.

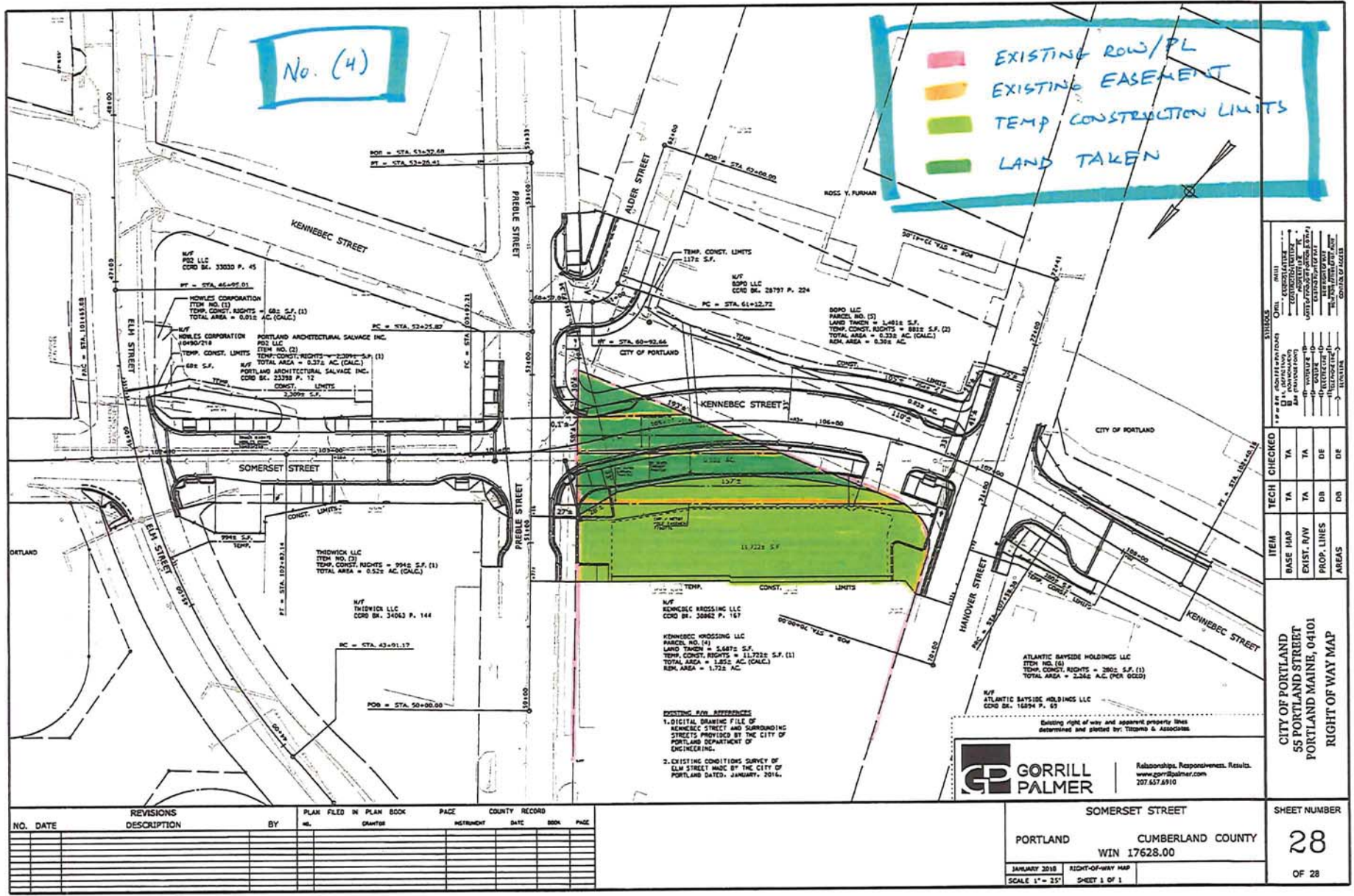




COLOR KEY	
PROPOSED FEATURES	EXISTING FEATURES
TRAVELWAY	TRAVELWAY
SHOULDER, PAVED	SHOULDER
SHOULDER, GRAVEL	DRIVES & PARKING LOTS
DRIVES, PAVED	BUILDINGS
BRICK SIDEWALKS	ISLANDS
CONCRETE SIDEWALKS	SIDEWALKS
BITUMINOUS SIDEWALKS	WOODS, TREES, BUSHES
SLOPE/GRASS	WATER
ISLANDS, RAISED	EXISTING WETLANDS
ISLANDS, FLUSH	WOODPILLS
BIDS, TREES ALL REMOVED	CARDONS
CUT SLOPE LINE	CENTERLINE
FULL SLOPE LINE	BRIDGE/DECK
CENTER LINE	LEDGE
R/W LINE	
TEXT	TEXT
LANE LINES	
DIRECTIONAL ARROWS	

SOMERSET STREET RESTORATION PORTLAND, MAINE WIN 17628.00





STREETS

STREET	DATE	BY	REVISION
ELM STREET	01/15/16	GP	1.0
KENNEBEC STREET	01/15/16	GP	1.0
SOMERSET STREET	01/15/16	GP	1.0
PRESBITERIAN STREET	01/15/16	GP	1.0
HANOVER STREET	01/15/16	GP	1.0
ALDER STREET	01/15/16	GP	1.0

TECH CHECKED

ITEM	DATE	BY	REVISION
BASE MAP	01/15/16	GP	1.0
EXIST. R/W	01/15/16	GP	1.0
PROP. LINES	01/15/16	GP	1.0
AREAS	01/15/16	GP	1.0

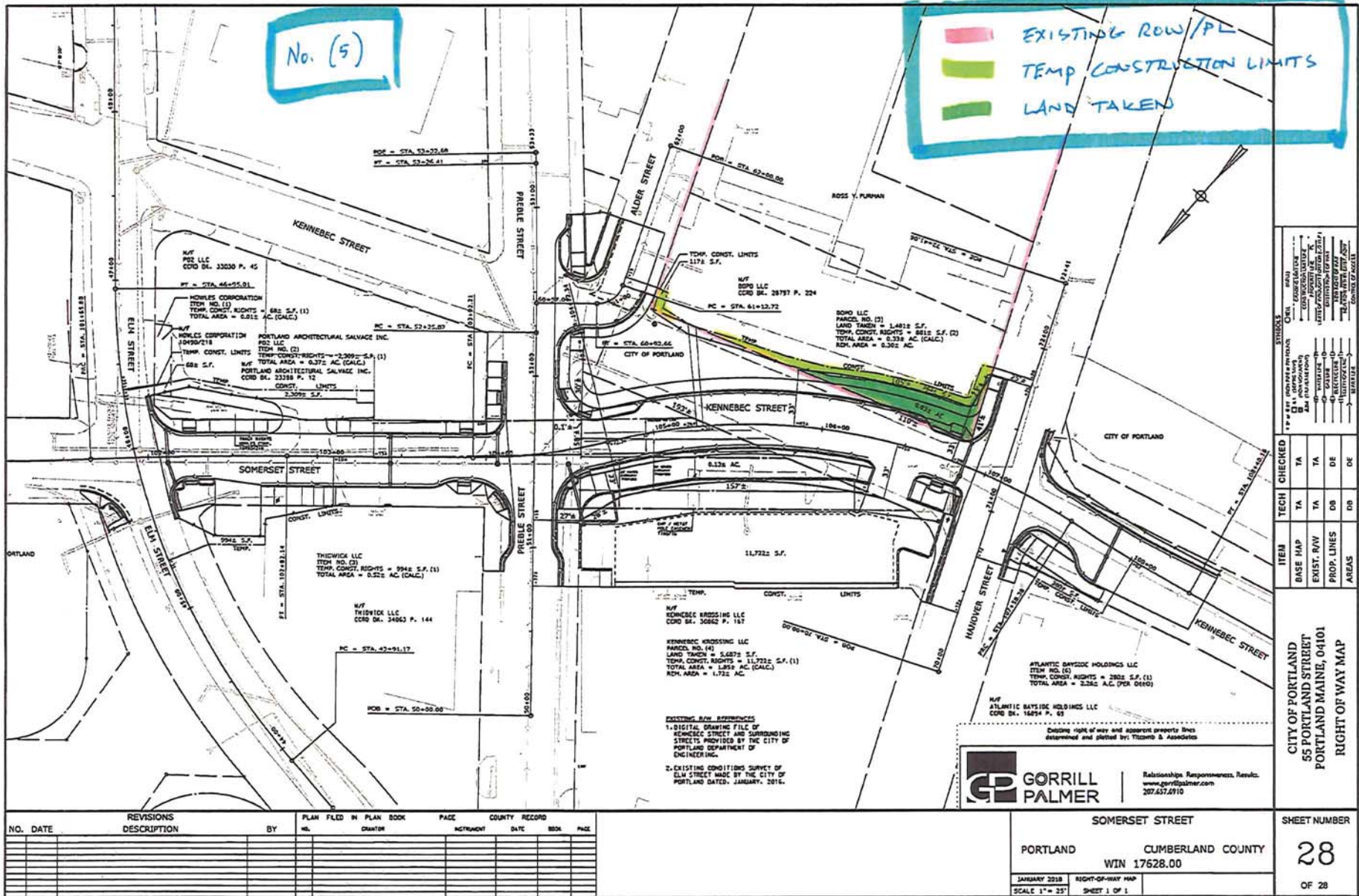
CITY OF PORTLAND
55 PORTLAND STREET
PORTLAND MAINE, 04101
RIGHT OF WAY MAP

NO.	DATE	REVISIONS DESCRIPTION	BY	PLAN FILED IN PLAN BOOK NO.	PAGE	COUNTY RECORD NO.	DATE	PAGE

PORTLAND
WIN 17628.00
JANUARY 2018
SCALE 1" = 32'

SOMERSET STREET
CUMBERLAND COUNTY
WIN 17628.00
JANUARY 2018
SCALE 1" = 32'

SHEET NUMBER
28
OF 28



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Buyer” or “City”), and KENNEBEC KROSSING, LLC, a Maine limited liability company with a mailing address of P.O. Box 779, Portland, Maine 04104-0779, its successors and assigns (hereinafter referred to as “Seller”).

RECITALS

WHEREAS, Seller is the owner of certain land and buildings located at or near 101 Hanover Street, Portland, Maine (“Seller’s Property”), which property is generally depicted on the diagram prepared by Gorrill Palmer and entitled Sheet 16, Portland Somerset Street Restoration Drainage Plans, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Seller’s Property includes an area comprised of approximately 5,686 square feet (the “Fee Premises”), which Fee Premises is generally depicted on the diagram prepared by Titcomb Associates entitled Fee Premises, dated August 15, 2019, and attached hereto as Exhibit B, and more particularly described in Exhibit C, both of which are attached hereto and incorporated herein by reference; and

WHEREAS, Seller’s Property also includes an area comprised of approximately 11,722 square feet (the “License Premises”), which License Premises is generally depicted on the diagram prepared by Titcomb Associates entitled License Premises, dated August 15, 2019, and attached hereto as Exhibit D, and more particularly described in Exhibit E, both of which are attached hereto and incorporated herein by reference; and

WHEREAS, the City desires to purchase the Fee Premises and obtain temporary construction rights to the License Premises for a locally administered Maine Department of Transportation right of way project involving the realignment of Kennebec and Somerset Streets (the “Project”), and the Seller desires to convey the Fee Premises to the City and grant the City a temporary construction license in the License Premises subject to the terms and conditions set forth herein (the Fee Premises and the License Premises are referred to herein collectively as the “Premises”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. SALE OF FEE PREMISES; EFFECTIVE DATE.** Seller agrees to sell the Fee Premises and license the License Premises to Buyer, and Buyer agrees to purchase the Fee Premises and license the License Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement shall become effective after both Buyer and Seller have signed it. The date that the last of Buyer or Seller sign this Agreement shall be the effective date (the “Effective Date”). Unless otherwise

specified, all deadlines and time periods set forth in this Agreement, including shall be computed from the Effective Date.

2. CONSIDERATION.

- a. The consideration for the Fee Premises shall be One Hundred Fourteen Thousand Six Hundred Twenty-Three Dollars (\$114,623.00) (the “Fee Purchase Price”).
- b. The consideration for the License Premises shall be Eight Thousand Three Hundred Four Dollars (\$8,304.00) (the “License Purchase Price”).
- c. A deposit of One Thousand Dollars (\$1,000.00) shall be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Drummond & Drummond until closing of the sale of the Fee Premises (“Closing”) and applied to the Fee Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the “Deposit”); and
- d. The Fee Purchase Price, less the Deposit, shall be paid by Buyer to Seller at Closing by Buyer’s check or wire transfer, subject to any adjustments provided for in this Agreement.
- e. The License Purchase Price shall be paid to Seller prior to Buyer’s commencement of the Project and occupancy of the License Premises.

3. DUE DILIGENCE; TITLE; INSPECTIONS.

- a. Due Diligence Period. Subject to extension as set forth in Paragraph 3(d) and (e), Buyer will have until the day that is sixty (60) days after the Effective Date of this Agreement (the “Due Diligence Period”) to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as Buyer shall deem appropriate.
- b. Title to the Fee Premises shall be conveyed by good, marketable and insurable title acceptable to the Buyer evidenced by quitclaim deed with covenant (the “Deed”), and shall be free of liens or other encumbrances and leases or other rights of occupancy, except for utility easements and other encumbrances of record that do not impair the value of the property.
- c. Inspections. Buyer may enter into any part of the Fee Premises at all reasonable times prior to the closing in order to inspect the Fee Premises, conduct surveys, test borings, engineering and environmental studies, and to do such other things as are reasonably necessary with respect to the acquisition and development of the Fee Premises (collectively, the “Inspections”). In the event that any of the Inspections reveals defects or conditions that are unacceptable to Buyer, as determined by Buyer in its sole and absolute discretion, Buyer shall have the option of terminating this Agreement and receiving back the Deposit and shall

restore the Fee Premises to the condition it found it in as of the date of this Agreement.

d. Objections. Buyer will have until the end of the Due Diligence Period to deliver to Seller any written objections to title, environmental, or survey matters that Buyer determines materially affect insurability of title at standard rates, or the use of the Fee Premises, the value of the Fee Premises, the cost of development of or the cost or feasibility of construction on the Fee Premises. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing, after the end of the Due Diligence Period may be made at any time prior to the closing. If the Survey and any environmental reports are not completed and distributed to the parties at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period will be extended for one (1) thirty (30) day period provided Buyer provides written notice prior to the expiration of the Due Diligence Period.

e. Option to Cure.

(1) In the event of a title, Survey or environmental objection by Buyer, Seller will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that Seller elects to cure the objection, it will have thirty (30) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that Seller does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's satisfaction, Buyer will have the option to:

(A) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement);

(B) waive the objection and close; or

(C) undertake the cure of such objection at its own expense (in which case it shall have 30 days to do so and the Closing Date shall be extended to a date ten (10) days after the expiration of such 30 day period); if Buyer determines it is not satisfied with the results of its own cure efforts, Buyer shall be entitled at any time prior to the expiration of the ten (10) day period following Buyer's thirty (30) day cure period set forth in this subsection (C) to terminate this Agreement as set forth in subsection (A) set forth above, or to waive its objection and close under this Agreement.

(2) Notwithstanding anything to the contrary contained in this section 3, Buyer shall at all times have the right to terminate this Agreement for

any reason prior to the expiration of the Due Diligence Period and obtain a refund of the Deposit.

- 4. RISK OF LOSS.** Until transfer of title hereunder, the risk of loss or damage to the Fee Premises by fire or otherwise is assumed by the Seller. The Fee Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Seller is not able to deliver the Fee Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit.

5. DEFAULT AND REMEDIES.

- a. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.
- b. In the event Buyer defaults under this Agreement, for a reason other than the default of Seller, Seller shall have the right to retain the Deposit and any interest accrued thereon and shall have available all remedies at law and equity.

- 6. REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

- a. There are no outstanding pending or threatened liens, claims, rights of first refusal, licenses or encumbrances against or affecting the Fee Premises.
- b. All outstanding bills and/or accounts payable concerning the Fee Premises are either paid or will be paid prior to or at the time of closing.
- c. There are no outstanding claims, losses or demands against Seller by any person respecting Seller's ownership, use or occupancy of the Fee Premises.
- d. To the best of Seller's knowledge, the Fee Premises has not been used by Seller for any dumping of waste materials or landfilling and is free of special wastes, underground storage tanks, radon, asbestos, lead substances, and any hazardous, biomedical, radioactive or toxic, substances, materials or wastes (hereinafter "Environmental Hazards") caused by Seller's actions. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.
- e. Seller has no knowledge of any boundary disputes or encroachments affecting the Fee Premises.

6.1 **Environmental Remediation.** In the event Environmental Hazards are found on the Fee Premises, the City will be responsible for all remediation costs required to complete the Project unless the Environmental Hazards were caused by the Seller. The City's obligations under this paragraph shall survive closing of the sale of the Fee Premises.

7. CITY'S AND SELLER'S RIGHT TO TERMINATE; CONDITIONS PRECEDENT TO CLOSING. Notwithstanding anything to the contrary herein:

- a. The City shall have the right to terminate this Agreement at any time if the City decides not to move forward with construction of the Project or if the Premises are no longer needed for the Project.
- b. It shall be a condition precedent to the City's obligation to close on the purchase of the Fee Premises that Seller grant to City a License Agreement for the License Premises for the duration of the Project in substantially the form attached hereto as Exhibit F. City shall use best efforts to complete the Project within 10 months after paying the License Purchase Price to Seller as described in section 9(a) below. The Seller shall have the right to terminate the License Agreement if the City decides not to move forward with the Project.
- c. Because the Fee Premises includes a portion of the existing parking lot on Seller's Property (the "Existing Parking Lot"), and Seller will need to continue to use the Existing Parking Lot until commencement of the Project, it shall be a condition precedent to the Seller's obligation to close on the sale of the Fee Premises that the City grant to Seller a Revocable Encroachment License and Repurchase Agreement (the "Encroachment License and Repurchase Agreement") for that portion of the Fee Premises that the Existing Parking Lot encroaches upon (the "Parking Encroachment Area") in substantially the form attached hereto as Exhibit G.
- d. **Existing Easements.** The Fee Premises and License Premises are currently encumbered in part by existing sewer and water easements. To the extent that the City enters onto the Fee Premises and License Premises to conduct work associated with the current sewer and storm water separation project on and near Seller's Property (the "Work"), the City shall, once the Work is complete (which the City expects to occur by October 4, 2019), restore any portions of Seller's Property and the Parking Encroachment Area disturbed by the Work to the condition it found the Seller's Property as of the signing of this Agreement; provided, however, that such restoration obligation shall not apply to the Fee Premises after the closing of the sale of the Fee Premises, except as set forth in the Encroachment License and Repurchase Agreement.

8. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel at a time agreeable to the parties on or before the day that is three months after the Effective Date of this Agreement or thirty (30) days after the later of (i) the expiration of the Due Diligence

Period; (ii) the deadline for the Seller to resolve any title, Survey or environmental objections; (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 3 (the "Closing Date"). Notwithstanding the foregoing, Seller agrees to close on a date earlier than that specified above upon Buyer's request at least one week prior to Closing. At the Closing:

- a. Seller shall execute, acknowledge and deliver to Buyer a quitclaim deed with covenant conveying to Buyer good, marketable and insurable title to the Fee Premises at standard rates, free and clear of all liens and encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the balance of the Fee Purchase Price, subject to any adjustments set forth in this Agreement, to the Seller by check or wire transfer.
- c. The parties shall execute a License Agreement for the License Premises in substantially the form attached hereto as Exhibit F.
- d. The parties shall execute an Encroachment License and Repurchase Agreement in substantially the form attached hereto as Exhibit G.
- e. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be reasonably necessary to carry out the obligations under this Agreement, and for the Buyer to obtain owners title insurance at standard rates in form reasonably acceptable to Buyer.
- f. Seller shall deliver evidence, reasonably satisfactory to Buyer, that Seller is in good standing under Maine law, and that the individuals acting with respect to the Closing and executing documents on behalf of Seller are authorized to do so.
- g. City shall deliver to Seller a copy of all City Council Orders approving this Agreement and authorizing the City Manager or other City officials to execute any documents necessary to effectuate the intent and purpose of this Agreement.
- h. Real estate taxes and any other assessments that may be due on the Premises shall be prorated as of the date of the closing.
- i. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A., §4641-A.
- j. The recording fee for the deed of conveyance shall be paid for by Buyer.
- k. A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.
- l. Full possession of the Fee Premises will be delivered to Buyer at closing free and clear of all tenancies or occupancies by any person or entity.

9. POST CLOSING MATTERS.

- a.** The City anticipates occupying the License Premises on or after commencement of the Project, which is expected to commence in the Spring of 2020, but in no event sooner than January 1, 2020, except as described in section 7.1. After receiving all approvals for the Project, the City will provide Seller with no less than one week's prior written notice, and will pay to Seller the License Purchase Price, before occupying the License Premises.
- b.** In connection with the Project, the City anticipates having to alter the parking lot and certain landscaping located on Seller's retained Property. In connection with such alterations, the City shall make the improvements listed below to Seller's Property, which, among other improvements, including improvements to City property, are generally depicted on Sheets 11, 14, 15, 16, 17, 18, 20, 21, and A1 of the Portland Somerset Street Restoration Plans prepared by Gorrill Palmer for the City of Portland, #WIN17628.00, which are collectively attached hereto as Exhibit H:
 - i.** Parking Lot:
 - 1. Remove existing pavement from the Parking Lot (which lot is located between Seller's building and the Fee Premises);
 - 2. Reshape the Parking Lot as depicted on the plans attached as Exhibit H;
 - 3. Eliminate the Hanover Street Parking Lot entrance;
 - 4. Install new granite curbing (approximately 356 linear feet) along the perimeter of the Parking Lot;
 - 5. Install two catch basins for drainage;
 - 6. Install 210 linear feet of 12" underdrain to drain the subbase of the Parking Lot;
 - 7. Add new gravel in select areas;
 - 8. Install 3" of new pavement (approximately 12,150 square feet) in the Parking Lot;
 - 9. Install approximately 100 square foot concrete pad in Parking Lot to separate parking spaces from Parking Lot entrance;
 - 10. Add new pavement markings for 31 parking spaces;
 - 11. Remove the utility pole in the existing Parking Lot and relocate it outside of the to-be-improved Parking Lot, subject to the approval of Central Maine Power Company.
 - ii.** Landscaping around the perimeter of the new Parking Lot, including sidewalk and esplanade areas owned by City:
 - 1. 155 linear feet of landscaped planter along sidewalk.

2. Plant approximately the following numbers and types of plants:

Plant List		
Botanical name	Common Name	Quantity
Nepeta Faassenii 'Junior Walker'	Junior Walker Catmint	25
Nepeta Faassenii 'Walkers low'	Walker's Low Catmint	13
Pennisetum Alopecuroides 'Hamelin'	Hamelin Fountain Grass	8
Sporobolus Heterolepsis	Prairie Dropseed	98
Rudebeckia Sullivantii 'Little Goldstar'	Little Goldstar Coneflower	19
Ulmus Americana 'Princeton'	Princeton American Elm	2
Quercus Rubra	Red Oak	3

c. The terms and conditions of this section 9 shall survive closing of the Fee Premises and the License Agreement; provided, however that in the event that the City decides not to move forward with the Project, it shall have no obligation to make the above-referenced improvements.

10. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

11. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

12. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

13. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, provided, however that this Agreement shall not be assigned by the City.

14. TIME. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

15. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be

invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

16. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery to the City Manager's office shall be effective as personal delivery to the City Manager on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE CITY: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR SELLER: Kennebec Krossing, LLC
P.O. Box 779
Portland, ME 04104-0779

With a copy to: Paul E. Peck, Esq.
Drummond & Drummond, LLP
One Monument Way
Portland, ME 04101

17. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

18. BROKERS. Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

19. RECITALS INCORPORATED BY REFERENCE. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto have caused this instrument to be executed on their behalf by their duly authorized officers or representatives, as of the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager
Dated: _____

KENNEBEC KROSSING, LLC

WITNESS

Print Name: _____
Its: _____
Dated: _____

Approved as to Form:

Approved as to Funds:

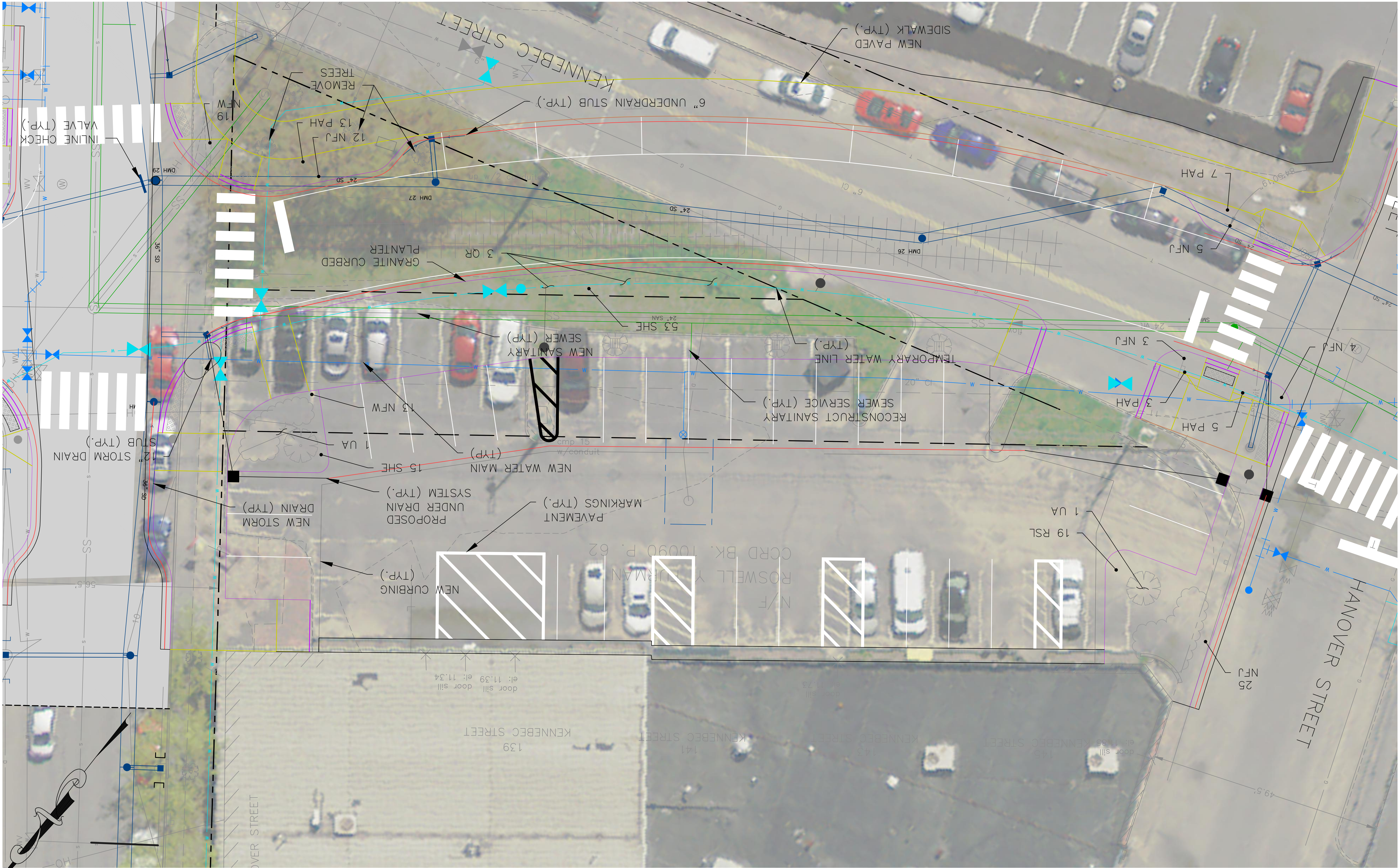
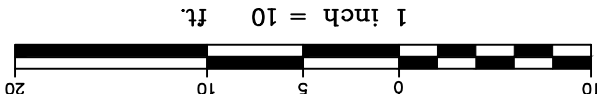
City Corporation Counsel's Office

City Finance Department

EXHIBIT A
(TO PURCHASE AND SALE AGREEMENT)
(Diagram of Seller's Property Follows)

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY
NFJ	NEPETA FAASSENII 'JUNIOR WALKER'	JUNIOR WALKER CATMINT	NO.1 CONT.	94
NMW	NEPETA FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	NO.1 CONT.	22
PAH	PENNISETUM ALOPECUROIDES 'HAMELIN'	HAMELIN FOUNTAIN GRASS	NO.1 CONT.	52
SHE	SPOROBOLUS HETEROLEPSIS	PRAIRIE DROPSEED	NO.1 CONT.	98
RSL	RUDECKIA SULTVANTII 'LITTLE GOLDSTAR'	LITTLE GOLDSTAR	NO.1 CONT.	19
UA	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	2 1/2" CAL	2
QR	QUERCUS RUBRA	RED OAK	2 1/2" CAL	3

PLANT LIST



PROJECT NAME:
**PREBLE, KENNEBEC, SOMERSET
SEWER SEPERATION
PHASE II**

CITY OF PORTLAND, MAINE
DEPARTMENT OF PLANNING
WATER RESOURCE DIVISION
210 CAMDEN ROAD, SUITE B, PORTLAND, MAINE 04103
PHONE (207) 874-3846 FAX (207) 874-3852

REV	SUBMISSION	DATE

DESIGN BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX
SHEET NAME:	141-145 KENNEBEC STREET
DATE:	06-2019
PAGE 1 OF 1	FIG-1
REV:	
WALUT #:	

EXHIBIT B
(TO PURCHASE AND SALE AGREEMENT)
(Diagram of Fee Premises Follows)

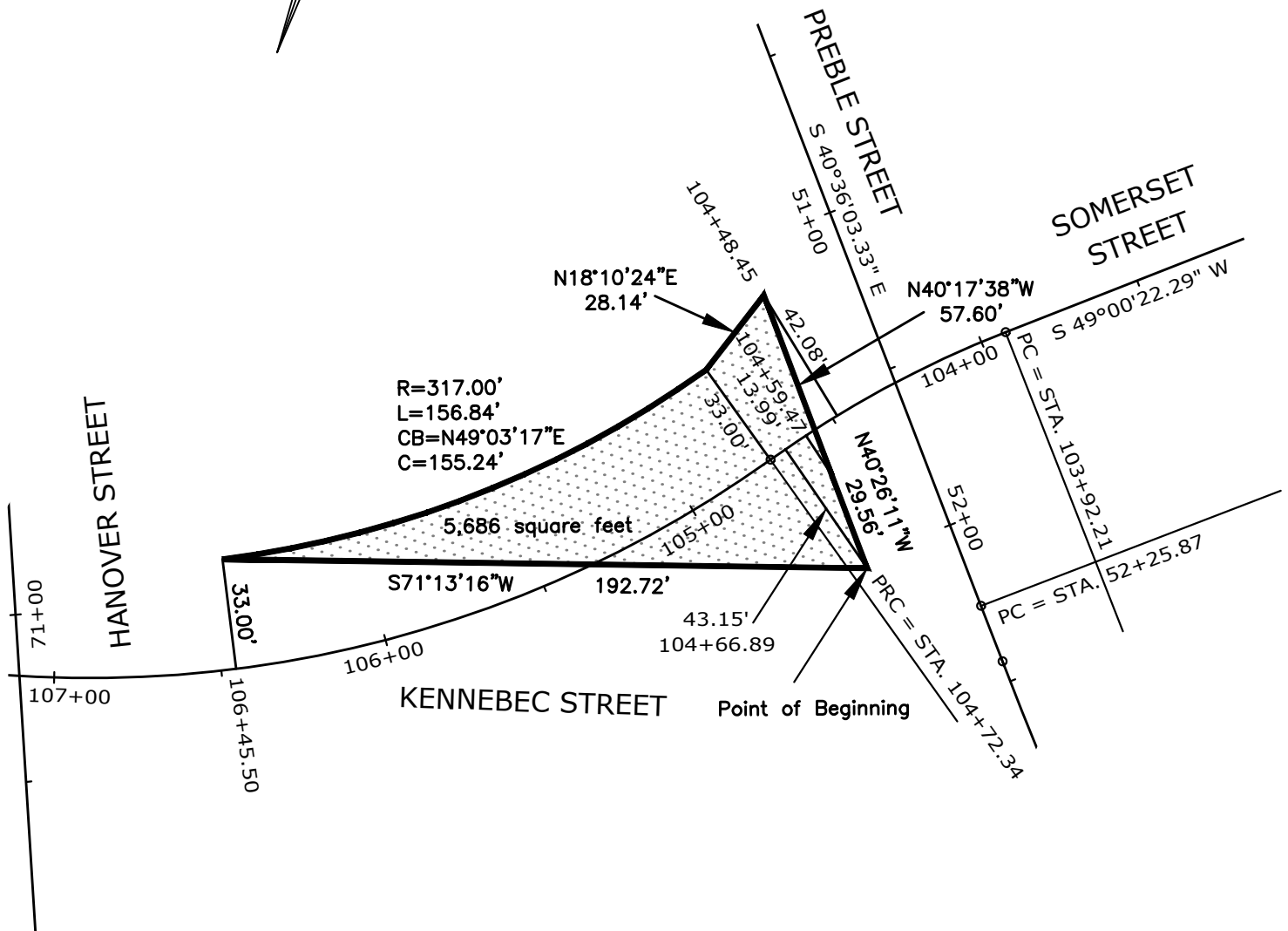
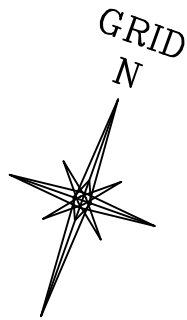


Exhibit B Fee Premises

Hanover Street, Kennebec Street and Preble Street

Portland, Maine

JOB# 213108

DATE: August 15, 2019

SCALE: 1"=50'



Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

EXHIBIT C
(TO PURCHASE AND SALE AGREEMENT)
(Description of Fee Premises)

A certain lot or parcel of land located on the westerly side of Preble Street and the northerly side of Kennebec Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point at the intersection of the westerly side of Preble Street with the northerly side of Kennebec Street, said point of beginning being located Forty-Three and 15/100 (43.15) feet to the left of Station 104+66.89 of the Kennebec Street Baseline as depicted on a City of Portland Right of Way Map of Somerset Street made by Gorrill Palmer dated January, 2018, Sheet 31 of 31. Thence:

- 1) S 71°13'16" W by said Kennebec Street a distance of One Hundred Ninety-Two and 72/100 (192.72) feet to a point located Thirty-Three and 00/100 (33.00) feet to the right of Station 106+45.50 of said Kennebec Street Baseline;
- 2) Northeasterly through land of the Grantor following a non-tangent curve to the left, having a radius of Three Hundred Seventeen and 00/100 (317.00) feet, an arc distance of One Hundred Fifty-Six and 84/100 (156.84) feet to a point located Thirty-Three and 00/100 (33.00) feet to the right of Station 104+72.34 of said Kennebec Street Baseline, said point being located N 49°03'17" E a distance of One Hundred Fifty-Five and 24/100 (155.24) feet from the last described point;
- 3) N 18°10'24" E through said land of the Grantor a distance of Twenty-Eight and 14/100 (28.14) feet to a point on the westerly side of Preble Street located Forty-Two and 08/100 (42.08) feet to the right of Station 104+48.45 of said Kennebec Street Baseline;
- 4) S 40°17'38" E by said Preble Street a distance of Fifty-Seven and 60/100 (57.60) feet to a point located Thirteen and 99/100 (13.99) feet to the left of Station 104+59.47 of said Kennebec Street Baseline;
- 5) S 40°26'11" E by said Preble Street a distance of Twenty-Nine and 56/100 (29.56) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.

The above described parcel contains 5,686 square feet, more or less, being a portion of land now or formerly of Kennebec Crossing LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 30862, Page 167.

EXHIBIT D
(TO PURCHASE AND SALE AGREEMENT)
(Diagram of License Premises Follows)

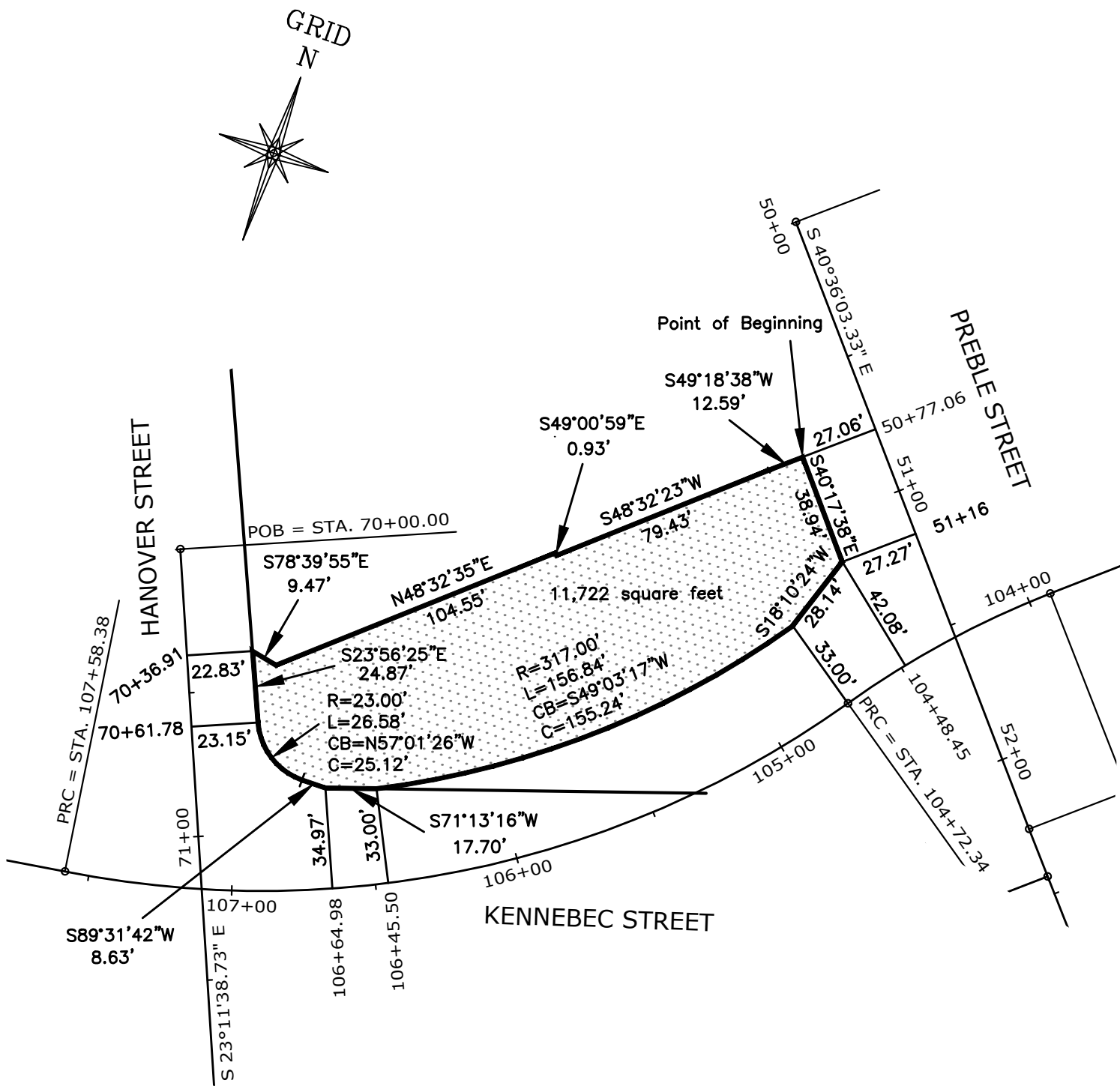


Exhibit D Exhibit D License Premises

Hanover Street, Kennebec Street and Preble Street

Portland, Maine

JOB# 213108	DATE: August 15, 2019
	SCALE: 1"=50'



Titcomb Associates
133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

EXHIBIT E
(TO PURCHASE AND SALE AGREEMENT)
(Description of License Premises)

A certain license area located on the westerly side of Preble Street and the easterly side of Hanover Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the Westerly side of Preble Street, said point of beginning being located Twenty-Seven and 06/100 (27.06) feet to the right of Station 50+77.06 of the Preble Street Baseline depicted on a City of Portland Right of Way Map of Somerset Street made by Gorrill Palmer dated January, 2018, Sheet 31 of 31. Thence:

- 1) S 40°17'38" E by said Preble Street a distance of Thirty-Eight and 94/100 (38.94) feet to a point located Twenty-Seven and 27/100 (27.27) feet to the right of Station 51+16 of said Preble Street Baseline;
- 2) S 18°10'24" W through land of the Grantor a distance of Twenty-Eight and 14/100 (28.14) feet to a point located Thirty-Three and 00/100 (33.00) feet to the right of Station 104+72.34 of the Kennebec Street Baseline as depicted on said Plan;
- 3) Southwesterly through said land of the Grantor, following a curve to the right having a radius of Three Hundred Seventeen and 00/100 (317.00) feet, an arc distance of One Hundred Fifty-Six and 84/100 (156.84) feet to a point on the northerly side of Kennebec Street located Thirty-Three and 00/100 (33.00) feet to the right of Station 106+45.50 of said Kennebec Street Baseline, said point being located S 49°03'17" W a distance of One Hundred Fifty-Five and 24/100 (155.24) feet from the last described point;
- 4) S 71°13'16" W by said Kennebec Street a distance of Seventeen and 70/100 (17.70) feet to a point located Thirty-Four and 97/100 (34.97) feet to the right of Station 106+64.98 of said Kennebec Street Baseline;
- 5) S 89°31'42" W through said land of the Grantor a distance of Eight and 63/100 (8.63) feet to a point;
- 6) Northwesterly through said land of the Grantor, following a curve to the right having a radius of Twenty-Three and 00/100 (23.00) feet, an arc distance of Twenty-Six and 58/100 (26.58) feet to a point on the easterly side of Hanover Street located Twenty-Three and 15/100 (23.15) to the left of Station 70+61.78 of the Hanover Street Baseline as depicted on said Plan, said point being located N 57°01'26" W a distance of Twenty-Five and 12/100 (25.12) feet from the last described point;
- 7) N 23°56'25" W by said Hanover Street distance of Twenty-Four and 87/100 (24.87) feet to a point located Twenty-Two and 83/100 (22.83) feet to the left of Station 70+36.91 of said Hanover Street Baseline;

- 8) S 78°39'55" E through said land of the Grantor a distance of Nine and 47/100 (9.47) feet to a point;
- 9) N 48°32'35" E through said land of the Grantor a distance of One Hundred Four and 55/100 (104.55) feet to a point;
- 10) S 49°00'59" E through said land of the Grantor a distance of Zero and 93/100 (0.93) feet to a point;
- 11) N 48°32'23" E through said land of the Grantor a distance of Seventy-Nine and 43/100 (79.43) feet to a point;
- 12) N 49°18'38" E through said land of the Grantor a distance of Twelve and 59/100 (12.59) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.

The above described license area contains 11,722 square feet, more or less, lying over a portion of land now or formerly of Kennebec Krossing LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 30862, Page 167.

EXHIBIT F
(TO PURCHASE AND SALE AGREEMENT)

LICENSE AGREEMENT

This License Agreement made as of this ____ day of _____ by and between the CITY OF PORTLAND, a body politic and corporate, located in Cumberland County, State of Maine (“CITY”) and Kennebec Krossing, LLC a Maine limited liability company with a mailing address of P.O. Box 779, Portland, Maine, its successors and assigns (“LICENSOR”) the owner of the property located on the westerly side of Preble Street and the easterly side of Hanover Street in the City of Portland, as more particularly described in Exhibit A, attached hereto (hereinafter, the “License Area”).

The purpose of this License Agreement is to allow CITY to construct a public sidewalk on public property adjacent to the License Area in the existing right-of-way on the westerly side of Preble Street and the easterly side of Hanover Street, and to make certain improvements to the Licensed Area as described in a certain Purchase and Sale Agreement (the “Purchase & Sale Agreement”) between the parties dated September ____, 2019 (collectively, the “Work”) in connection with a locally administered Maine Department of Transportation right of way project involving the realignment of Kennebec and Somerset Streets (the “Project”), and, in the course of conducting that Work, to cross over and upon the License Area with people, equipment, and machinery. CITY shall therefore have the right to enter in, over and under the License Area for the purposes of constructing a sidewalk along Preble and Kennebec Streets and performing any grading necessitated by that Work. The Work shall be accomplished by the CITY at its sole cost and expense in such manner as will not unreasonably interfere with LICENSOR’S use of the License Area, provided, however, that LICENSOR acknowledges and agrees that completion of the Work will require that the parking lot in the License Area may be unavailable at times for LICENSOR’S use during the term of this Agreement. CITY anticipates commencing the Project

in the Spring of 2020, and it anticipates completing the Project and the Work within 10 months and will undertake best efforts to do so, but cannot guarantee completion of the Project in that time. CITY agrees during the term of this Agreement, to diligently work to provide as much parking in the License Area as possible for LICENSOR's tenants and customers and to provide LICENSOR's tenants, to the extent possible, access to the License Area in order for said tenants to access their leased premises. CITY agrees its contractor shall, at City expense, improve the License Area and adjacent property owned by LICENSOR and the CITY in accordance with the terms and conditions of the Purchase and Sale Agreement. In the event that changes to the Project require changes to the improvements described in the Purchase and Sale Agreement, such changed improvements shall be of comparable substance and quality to those described in the Purchase and Sale Agreement. Such changes will not decrease the number of parking spaces on LICENSOR's remaining property or LICENSOR's access to the public way.

Prior to beginning any work in the License Area, the CITY will require its contractors working in the License Area to procure and maintain occurrence-based commercial general liability insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, naming the City and LICENSOR as an additional insured thereon, and also workers' compensation insurance coverage to the extent required by law.

Subject to, and limited by, the defenses, immunities and limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY, the CITY agrees to indemnify and hold LICENSOR harmless from and against all claims, damages, losses, and expenses arising out of or resulting from CITY's use of the License Area, provided, and to the extent, that any such claims, damage, loss or expense (1)

is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused by the negligent act or omission of the CITY, its employees, or contractors. Nothing in this Agreement shall be deemed to, or is intended to, waive any defense, immunity or limitation of liability available to the City, their officers, agents or employees under the Maine Tort Claims Act, 14 M.R.S. §8101, et seq., other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY.

The City anticipates occupying the License Area on or after commencement of the Project, which is expected to commence in the Spring of 2020, but in no event sooner than January 1, 2020, except as described in section 7.1 of the Purchase and Sale Agreement and existing easements. After receiving all approvals for the Project, the City will provide Seller with no less than one week's prior written notice before occupying the License Area. The term of this License Agreement shall commence when the City makes the Payment described below and shall terminate upon completion of the Project. In the event that the term of this Agreement exceeds ten months, the CITY shall pay LICENSOR a monthly prorated amount based on the Payment set forth below.

LICENSOR and CITY have determined just compensation for the rights conferred herein to be \$8,304.00 (the "Payment"), which the CITY shall pay to LICENSOR upon CITY's occupation of the License Area and commencement of the Work. LICENSOR accepts the Payment as just compensation for all rights conferred herein and releases CITY from any further claims of just compensation for or arising from the rights conferred herein.

This instrument is a License and no provision hereof shall be construed as conveying an easement or other estate in land, and LICENSOR reserves all other rights not inconsistent or incompatible with the rights granted herein to CITY. This instrument shall be binding on

LICENSOR'S successors and assigns.

IN WITNESS WHEREOF, Kennebec Crossing, LLC has caused this instrument to be executed by _____, its _____ thereunto duly authorized, this ____ day of _____, 20__.

KENNEBEC CROSSING, LLC

By:

Its _____

STATE OF MAINE
CUMBERLAND, ss.

_____, 2020

Personally appeared the above named _____, _____ of _____, as aforesaid and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Kennebec Crossing, LLC.

Before me,

Attorney-at-Law/Notary Public

Printed Name:_____

Commission expires:_____

EXHIBIT G
(TO PURCHASE AND SALE AGREEMENT)

**REVOCABLE ENCROACHMENT LICENSE AND
REPURCHASE AGREEMENT**

This Revocable Encroachment License And Repurchase Agreement (hereinafter "Agreement") is made and entered into by and between the City of Portland (hereinafter, "City"), a Maine body corporate and politic, with a mailing address of 389 Congress Street, Portland, Maine 04101 and Kennebec Krossing, LLC, a Maine limited liability company with a mailing address of P.O. Box 779, Portland, Maine 04104-0779, its successors and assigns (hereinafter, "Licensee"), owner of certain real property located at or near 101 Hanover Street, Portland, Maine (the "Licensee's Remaining Property").

RECITALS

WHEREAS, Licensee has this day conveyed certain property to the City, which abuts Licensee's Remaining Property, as described in a Purchase and Sale Agreement between the parties dated September ___, 2019 (the "Purchase and Sale Agreement") and as set forth in a quitclaim deed with covenant from Licensee to the City of near or even date herewith to be recorded in the Cumberland County Registry of Deeds (the property conveyed to the City is referred to herein as the "Fee Premises" and is a portion of the property conveyed to Licensee by quitclaim deed recorded in the Cumberland County Registry of Deeds, Book 30862, page 167); and

WHEREAS, the City requires the Fee Premises for a locally administered Maine Department of Transportation right of way project involving the realignment of Kennebec and Somerset Streets, which the City anticipates commencing in the spring of 2020 (the "Project"); and

WHEREAS, a portion of the parking lot adjacent to the building on Licensee's Remaining Property encroaches upon the Fee Premises, as generally depicted on the plan attached hereto as Exhibit 1 (which portion of the Fee Premises is referred to herein as the Parking Encroachment Area"); and

WHEREAS, Licensee desires to continue to use the Parking Encroachment Area for the purpose of parking of vehicles for itself, its tenants, and their guests (the "Encroachment") until such time as the Parking Encroachment Area is required for the Project; and

WHEREAS, the City will allow the Encroachment to encroach into the Parking Encroachment Area under the terms and conditions set forth in this Agreement; and

WHEREAS, in the event that the City does not move forward with the Project, Licensee desires the right to repurchase the Parking Encroachment Area subject to the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. Licensee is hereby permitted to continue to use the Parking Encroachment Area only for the purpose of maintaining the area and for parking of vehicles for itself, its tenants, and their guests. Licensee agrees that its rights hereunder shall be subject and subordinate to the City's fee interest in, and all easements of record affecting, the Parking Encroachment Area, and the City's rights under a certain License Agreement between the parties of near or even date herewith (the "License Agreement"), which License Agreement is described in the Purchase and Sale Agreement. The City shall have no obligation to maintain the Parking Encroachment Area for the benefit of Licensee or any third party.
2. Licensee is hereby permitted to occupy the Parking Encroachment Area only for the purpose set forth herein and maintenance of the Parking Encroachment Area. Licensee shall make no improvements to the Parking Encroachment Area without the City's prior written consent. Except as set forth in this Agreement and the Purchase and Sale Agreement, and as permitted by existing utility easements affecting the Parking Encroachment Area, the City will not interfere with Licensee's use of the Parking Encroachment Area until commencement of the Project.
3. Any work performed upon and use of the Parking Encroachment Area by Licensee for the purposes set forth herein shall be at Licensee's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the Parking Encroachment Area. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of the area by Licensee's contractors, tenants, or their guests, of the City's property as described above during the term of this Agreement. The Licensee's obligation to defend, indemnify and hold the City harmless shall survive termination or revocation of this Agreement.
4. Licensee shall be responsible for the proper maintenance of the Parking Encroachment Area. In the event of damage to the Parking Encroachment Area caused by Licensee, Licensee shall promptly repair/restore the same.
5. Licensee agrees that, upon reasonable prior notice to Licensee, City may enter and utilize the Parking Encroachment Area after commencement of the Project, or at any time for the purpose of installing, repairing, replacing, or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public or for any other public purpose. City shall bear no responsibility or liability for any damage or disruption or other adverse consequences resulting from the Encroachment, but City will make reasonable efforts to minimize such damage. During the term of this Agreement, and prior to commencement of the Project, the City shall restore any portions of the Parking Encroachment Area that it disturbs to the condition it found the area prior to conducting any such work.
6. Licensee agrees, binds and obligates itself, its successors and assigns to procure and maintain throughout the term of this Agreement comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000) (or the

amount stated in the Maine Tort Claims Act, as may be amended from time to time) per occurrence for bodily injury, death, or property damage covering its activities hereunder and naming the City as an additional insured thereon. Certificates evidencing such coverage shall be delivered to the City and shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal. All insurance coverage required herein shall include coverage of all Licensees' contractors and subcontractors. Nothing in this paragraph or this Agreement shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City.

7. Licensee, by execution of this License, hereby agrees to assume and hereby does assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Licensee's exercise of the rights granted by this Agreement, and does hereby forever waive, release, relinquish, remise, indemnify and discharge the City, its agents, employees, successors and assigns from and against any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the vicinity of the area covered by this License, arising out of the presence in and use by the Licensee of the area covered by this License. Licensee's indemnity obligations hereunder shall not apply to claims or damages caused by the act or omission of the City, its employees or contractors.
8. This Agreement is assignable to any subsequent owners of the Licensee's Remaining Property, and in the event of such assignment, Licensee shall notify the City of such assignment no fewer than 10 days prior to the effective date of such assignment.
9. This Agreement, and all of the rights and obligations herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
10. Term and Termination.
 - a. This Agreement shall automatically terminate upon the earlier of (1) five years after the date of this Agreement, or (2) upon commencement of the improvements to Licensee's parking lot as described in the Purchase and Sale Agreement and the License Agreement.
 - b. The City may terminate this Agreement six months after receipt by the Licensee of written notice of Licensee's non-compliance with any of the terms of this Agreement, which notice shall identify such non-compliance, provided that such non-compliance is not cured within six (6) months after Licensee's receipt of such notice; provided, however, that the notice period shall be 30 days for Licensee's failure to maintain insurance required by this Agreement.
 - c. Licensee may terminate this Agreement at any time upon 10 days' prior written notice to the City.

- d. In the event that the City has not commenced construction of the Project within four (4) years from the date of this Agreement:
- i. the City shall pay to Licensee the sum of \$9,521.10, which represents the value of certain improvements to the Fee Premises for which Licensee was not compensated in the Purchase and Sale Agreement, which improvements are described in a certain February 28, 2018 appraisal report entitled "Parcel No.(4) Owner: Kennebec Crossing, LLC Somerset Street Project Portland, Maine W.I.N. 17628.00," prepared for the City by Dwyer Associates, and the value of which value has been increased by an escalator of 4% per year from the time of said appraisal to the end of said four year period, and
 - ii. Licensee may notify the City in writing that it desires to terminate this Agreement and either repurchase the Parking Encroachment Area as set forth in the "Repurchase Agreement" set forth in Exhibit 2 attached hereto or request that the City extend this Agreement to continue its use of the Parking Encroachment Area. Within thirty days of receipt of such notice, the City shall, at its sole option, notify Licensee in writing that it will either (a) extend the term of this Agreement subject to the termination rights set forth in section 10(b) and (c) above; (b) reconvey the Parking Encroachment Area to the Licensee as set forth in the Repurchase Agreement, or (b) make the improvements to Licensee's parking lot as described in section 9(b)(i) of the Purchase and Sale Agreement. Licensee shall only have the right to repurchase the Parking Encroachment Area if the City agrees to reconvey it to Licensee pursuant to subsection (b) of this paragraph.

11. Any notice provided under this Agreement must be sent by certified mail, return receipt requested to the other party at the address first set forth above, or at such other address as a party may provide to the other in writing from time to time.

IN WITNESS WHEREOF, the City of Portland has caused this Agreement to be executed by Jon P. Jennings, its City Manager thereunto duly authorized, and _____ has caused this License to be executed by _____, its _____ thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager
Dated: _____

KENNEBEC KROSSING, LLC

WITNESS

Print Name: _____
Its: _____
Dated: _____

STATE OF MAINE
CUMBERLAND, ss.

_____, 2019

Then personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

_____, 2019

Then personally appeared the above-named _____,
_____ of Kennebec Krossing, LLC, as aforesaid, and acknowledged the foregoing
to be her free act and deed in her said capacity, and the free act and deed of said limited liability
company.

Before me,

Attorney-at-Law/Notary Public

EXHIBIT 1
(TO REVOCABLE ENCROACHMENT LICENSE AND
REPURCHASE AGREEMENT)

N/F
BOPO LLC
CCRD BK. 28797 P. 224

PC = STA. 61+12.72

BOPO LLC
PARCEL NO. (5)
LAND TAKEN = 1,401± S.F.
TEMP. CONST. RIGHTS = 881± S.F. (2)
TOTAL AREA = 0.33± AC. (CALC.)
REM. AREA = 0.30± AC.

PT = STA. 60+92.66
CITY OF PORTLAND

PC = STA. 103+92.21

PREBLE STREET

KENNEBEC STREET

AREA OF EXISTING PARKING
LOT WITHIN LAND TAKEN = 2,117± S.F.

11,722± S.F.

TEMP.

CONST.

LIMITS

N/F
KENNEBEC KROSSING LLC
CCRD BK. 30862 P. 167

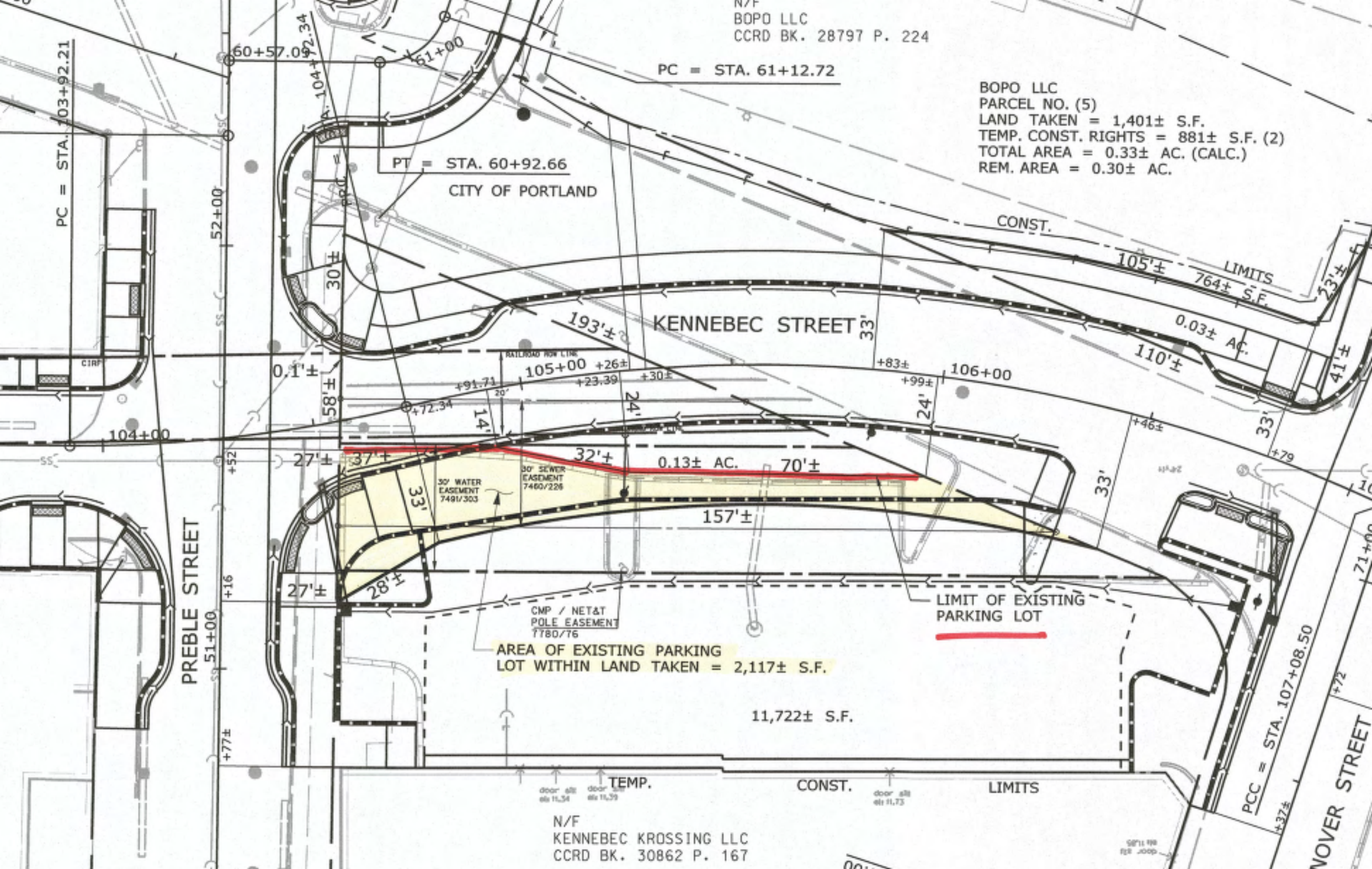


EXHIBIT 2
**(TO REVOCABLE ENCROACHMENT LICENSE AND
REPURCHASE AGREEMENT)**

Repurchase Agreement

1. In the event that the City fails to commence construction of the Project described in the Revocable Encroachment License And Repurchase Agreement (the “Agreement”) to which this Exhibit is attached within four years after the date of the Agreement, and on provided that the City has agreed to reconvey the Parking Encroachment Area to Licensee as set forth in section 10(d)(ii) of the Agreement, Licensee shall have the right, but not the obligation, to repurchase the Parking Encroachment Area for \$20.16 per square foot increased by an escalator of 4% per year for each year after the date of the Agreement that this repurchase is exercised (the “Repurchase Price”). The date of this Agreement is referred to herein as the Closing Date. This right to repurchase set forth herein shall automatically terminate upon the City’s commencement of the Project.

- a. In order to exercise the right to repurchase set forth herein, Licensee must notify the City in writing of its intent to do so on or before the date that is 50 months after the Closing Date. The City agrees that if it receives such Notice, it will reconvey to Licensee the Parking Encroachment Area within 60 days of the date of the Notice for the Repurchase Price.
- b. In the event Licensee provides the Notice of its intent to repurchase the Parking Encroachment Area, the Notice is to be accompanied by a payment to the City or its successors or assigns of earnest money in the amount of One Thousand Dollars (\$1,000.00) (the “Earnest Money”). Licensee shall indicate in said Notice the date, time and place for closing, which shall be held not less than thirty (30) nor more than sixty (60) days after the giving of such Notice.
- c. If Licensee, its successors or assigns, exercises this right to repurchase the Parking Encroachment Area, then in consideration of the terms, covenants and conditions contained herein, the parties mutually agree as follows:
 - i. Upon the giving of the Notice together with the Earnest Money, City shall thereby be bound to sell and Licensee shall thereby be bound to purchase the Parking Encroachment Area upon the terms and conditions set forth herein. City or its successors, transferees or assigns shall convey the Parking Encroachment Area by a good and sufficient quitclaim deed with covenant granting marketable title thereto, free and clear of all encumbrances and defects in title except for utility and public easements servicing the Parking Encroachment Area. The closing shall be held at the date, time and place set forth in said Notice, or at such reasonable date thereafter as may be required to clear any encumbrance and defects in title, and the City or its successors, transferees or assigns shall then and there deliver the deed to Licensee, its successors or assigns, upon tender of the balance of the Repurchase Price by certified check, cashier's check, or cash. The balance to be tendered to the

City or its successors or assigns shall be the Repurchase Price, less the Earnest Money and any other option consideration actually received by the City.

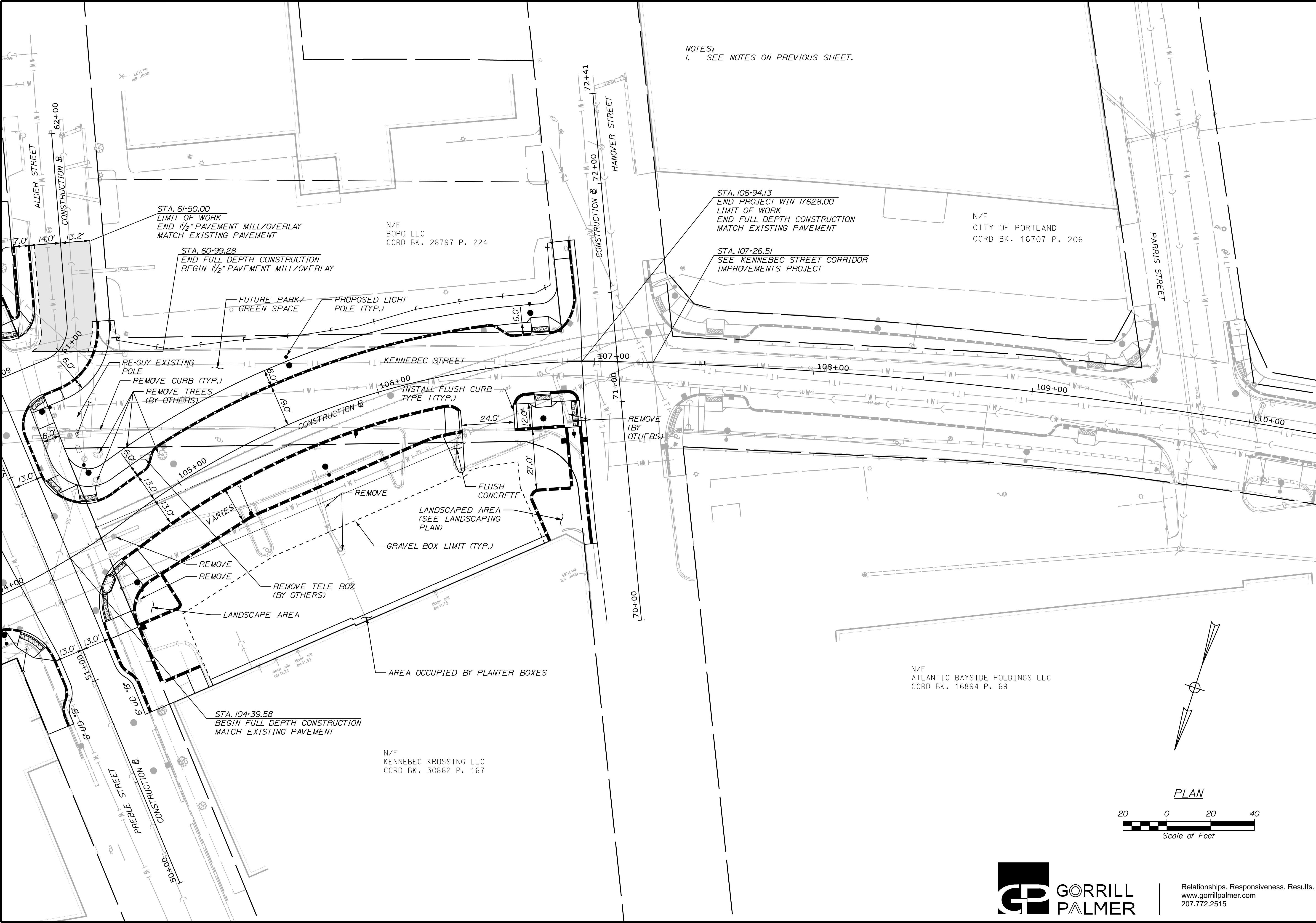
- ii. If counsel of the Licensee, or its successors or assigns, shall be of the opinion, given in good faith, that the title to said premises is defective or is otherwise not free and clear of all material encumbrances or that the title is not marketable, then the Licensee, its successors or assigns, shall have the right, provided it or they shall have exercised this right to repurchase, to extend the time for conveyance of the Parking Encroachment Area, during which time the City or its successors, transferees or assigns shall make a reasonable effort to remove such defects at its own expense, to the satisfaction of counsel of the Licensee, its successors or assigns. If record title proves defective and City or its successors or assigns shall fail to remove such defect within a reasonable time after notice from Licensee of the nature of the defect, Licensee may, at its election, (a) cure any such defect and deduct the cost thereof from the Repurchase Price at closing, or (b) elect to close notwithstanding any such defect, or (c) terminate this Agreement by written notice to the City or its successors or assigns, whereupon all Earnest Money paid by Licensee to the City or its successors or assigns shall immediately be returned to Licensee and thereafter the parties shall be relieved of all obligations and this Agreement shall terminate.
 - iii. If all obligations of this agreement have been performed, excepting that Licensee does not complete the purchase, the City or its successors or assigns shall retain the Earnest Money as full liquidated damages, and without recourse to any other remedies, and whereupon this Agreement shall terminate.
 - iv. Full possession of the Parking Encroachment Area, free of all encumbrances except as aforesaid, is to be delivered to Licensee at closing, with the Parking Encroachment Area to be in the reasonably functional condition, reasonable wear and tear excepted.
 - v. Real estate taxes and utilities shall be prorated as of the time of the passing of title. Real estate transfer taxes, if any, arising in connection with the conveyance of the Parking Encroachment Area shall be paid by the parties or their successors or assigns in accordance with the custom of the locality where the premises are situated.
- d. Notwithstanding anything else to the contrary herein, in the event that Licensee fails to give the Notice on or before the date that is 50 months after the Closing Date, or if the City commences the Project, then this Agreement shall automatically terminate, provided, however, that upon such termination, Licensee shall, at City's request and expense, execute and record an affidavit indicating that this Agreement has terminated.

2. The right to repurchase herein may be amended or modified in whole or in part only by written agreement of Licensee and City.

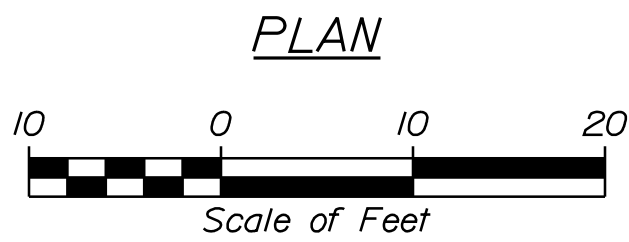
3. This Agreement is enforceable by Licensee as a contract and shall inure to the benefit of and be enforceable by Licensee, its successors, and assigns.

4. The validity of any clause, part or provision of this Agreement to repurchase herein shall not affect the validity of the remaining portions of thereof.

EXHIBIT H
(TO PURCHASE AND SALE AGREEMENT)
(Portland Somerset Street Restoration Plans)



CITY OF PORTLAND 55 PORTLAND STREET PORTLAND, MAINE 04101		WIN 17628.00	
PORTLAND SOMERSET STREET RESTORATION		GENERAL PLANS	
SHEET NUMBER		11 OF 31	
PROJ. MANAGER	C. WELZEL	BY	DATE
DESIGN-DETAILED	J. WINDENBACH	T. LANDRY	11/18
CHECKED-REVIEWED	D. E. TINGER		11/18
DESIGNS-DETAILED			
DESIGNS-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			
SIGNATURE		P.E. NUMBER	
DATE		DATE	



Relationships. Responsiveness. Results.
www.gorillipalmer.com
207.772.2515

SHEET NUMBER		PORTLAND SOMERSET STREET RESTORATION		PROJ. MANAGER C. WELZEL		BY T. LANDRY	DATE 11/18	CITY OF PORTLAND 55 PORTLAND STREET PORTLAND, MAINE 04101	
14		PARKING LOT GRADING PLAN		DESIGN-DETAILED	J. WINCKENBACH	T. LANDRY	11/18	SIGNATURE	
				CHECKED-REVIEWED	DETINGER	-	11/18		
				DESIGN-DETAILED02	-	-	-		
				DESIGN-DETAILED03	-	-	-		
				REVIEWS 1	-	-	-		
OF 31				REVIEWS 2	-	-	-	P.E. NUMBER	
				REVIEWS 3	-	-	-		
				REVIEWS 4	-	-	-		
				FIELD CHANGES	-	-	-		
								WIN 17628.00	

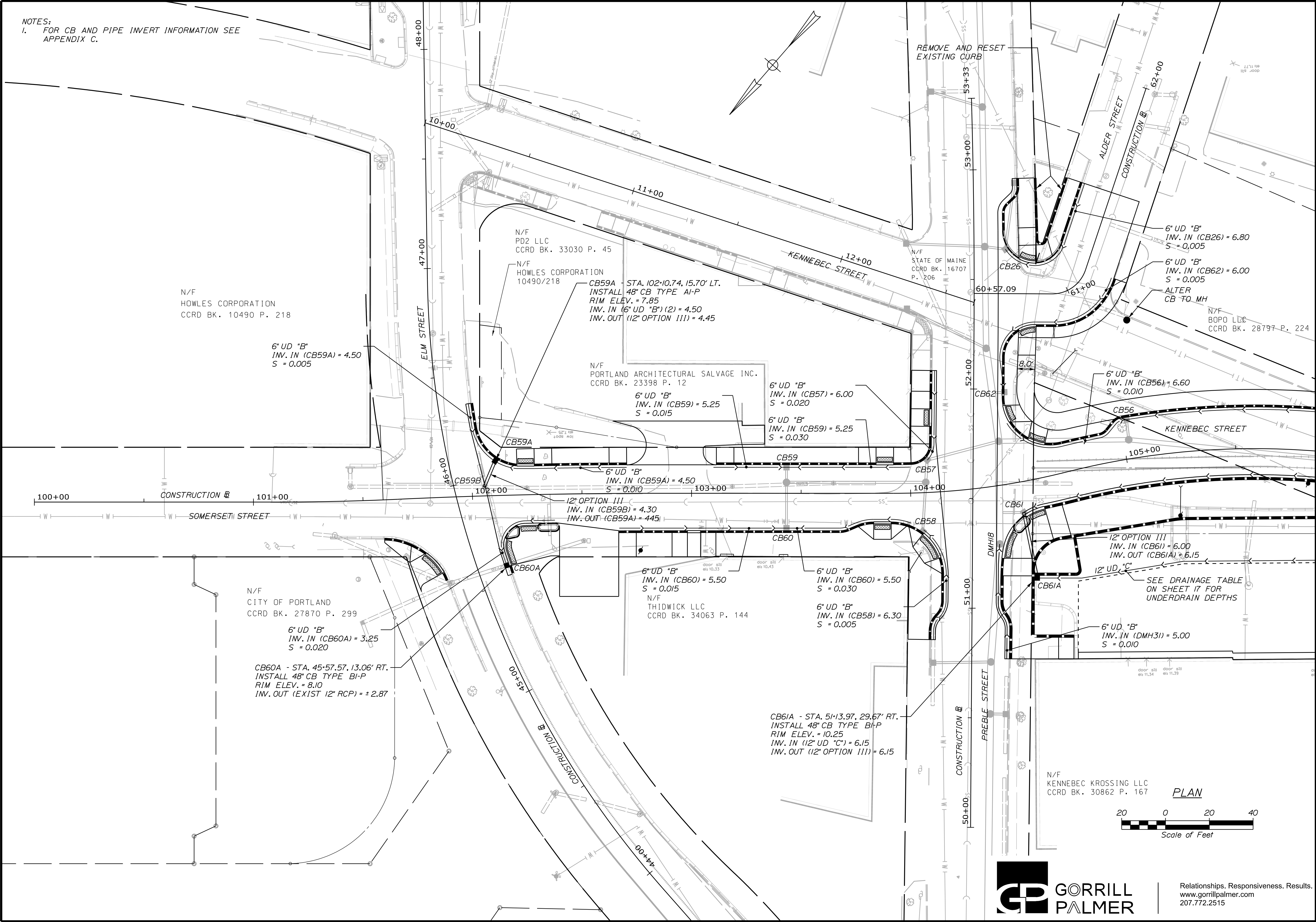
Date:11/2/2018

Username: Mike.Cundiff

Division: HIGHWAY

Filename: ...\\Highway\\015_DrainagePlan01.dgn

NOTES:
1. FOR CB AND PIPE INVERT INFORMATION SEE APPENDIX C.



Relationships. Responsiveness. Results.
www.gorillpalmer.com
207.772.2515

CITY OF PORTLAND

55 PORTLAND STREET

PORTLAND, MAINE 04101

WIN

17628.00

PORTLAND

SOMERSET STREET

RESTORATION

DRAINAGE PLANS

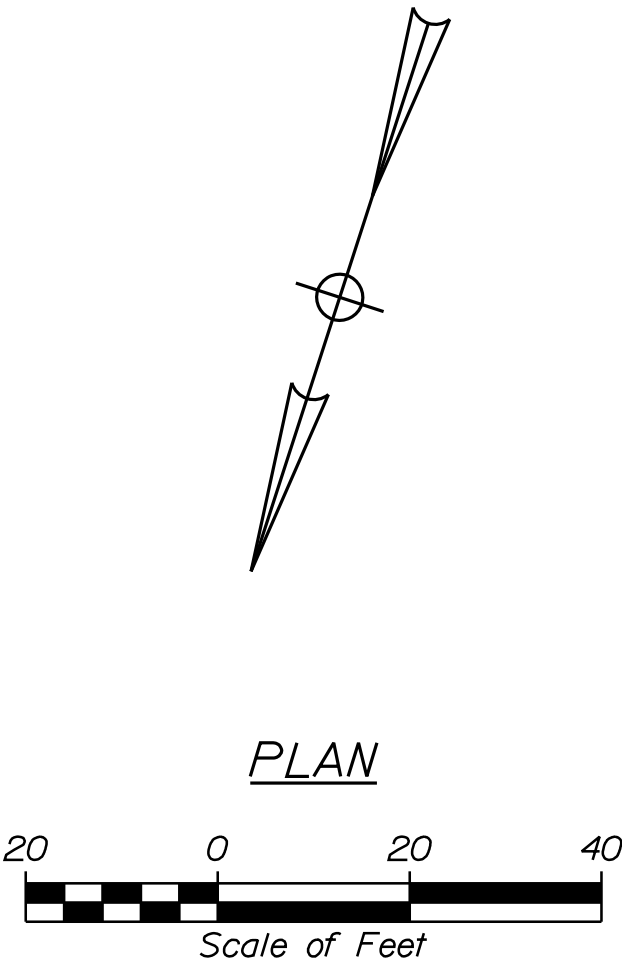
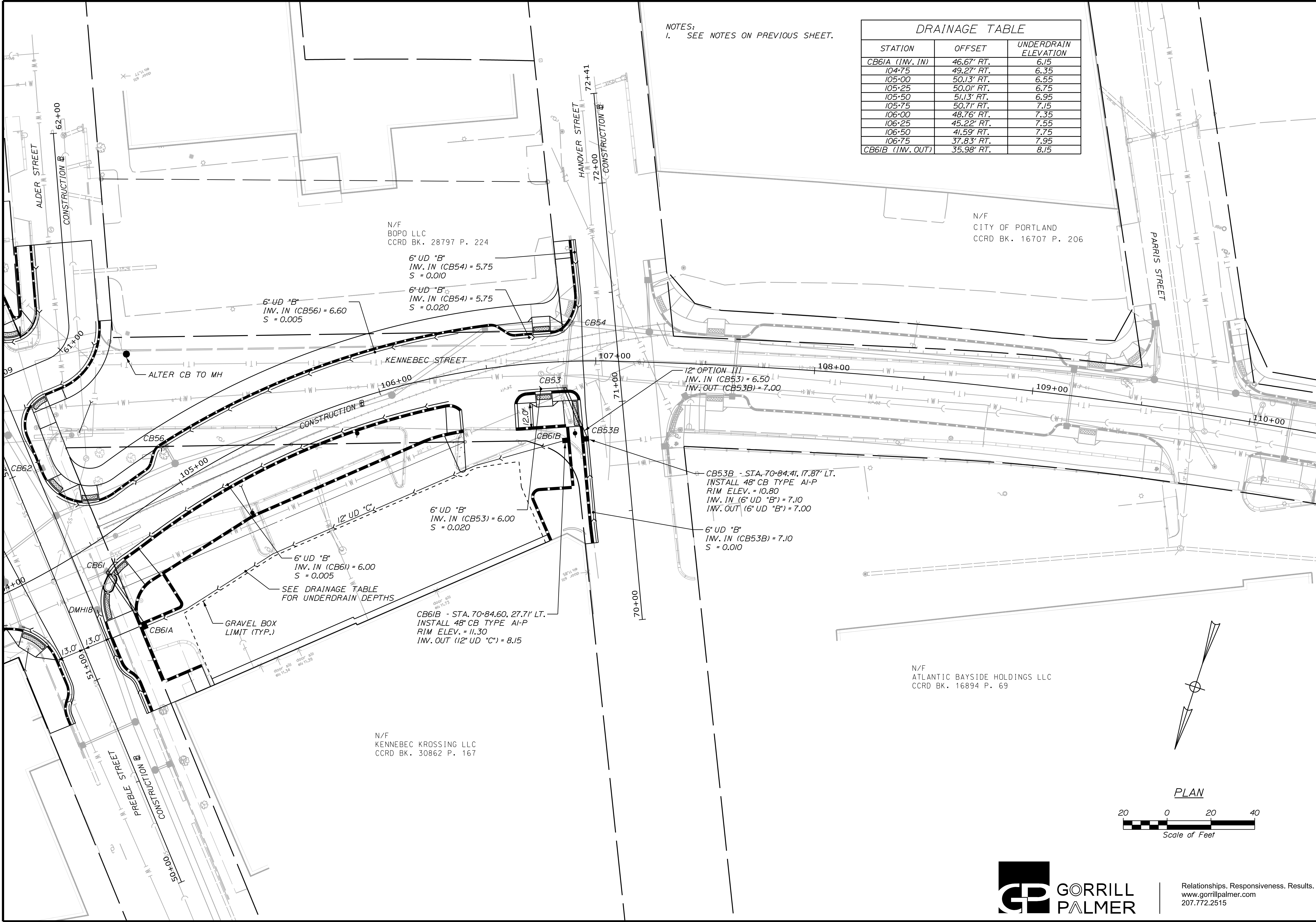
SHEET NUMBER

15

OF 31

PROJ. MANAGER	C. WELZEL	BY	DATE
CHECKED-REVIEWED	J. WINDENBACH	T. LANDRY	11/18
DESIGN-DETAILED			
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE	P.E. NUMBER	DATE



CITY OF PORTLAND
55 PORTLAND STREET
PORTLAND, MAINE 04101

WIN
17628.00

PORTLAND
SOMERSET STREET
RESTORATION

DRAINAGE PLANS

SHEET NUMBER

16

OF 31

PROJ. MANAGER	C. WELZEL	BY	T. LANDRY	DATE	11/18
DESIGN-DETAILED	J. WINDENBACH				
CHECKED-REVIEWED	D. E. TINGER				
DESIGN-DETAILED					
DESIGN-DETAILED					
REVISIONS 1					
REVISIONS 2					
REVISIONS 3					
REVISIONS 4					
FIELD CHANGES					

SIGNATURE

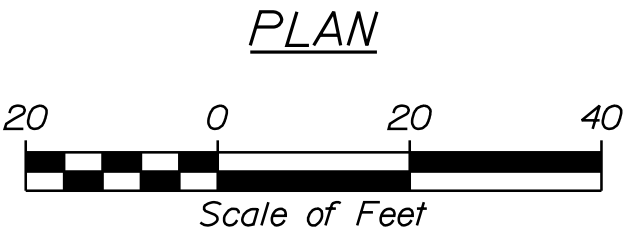
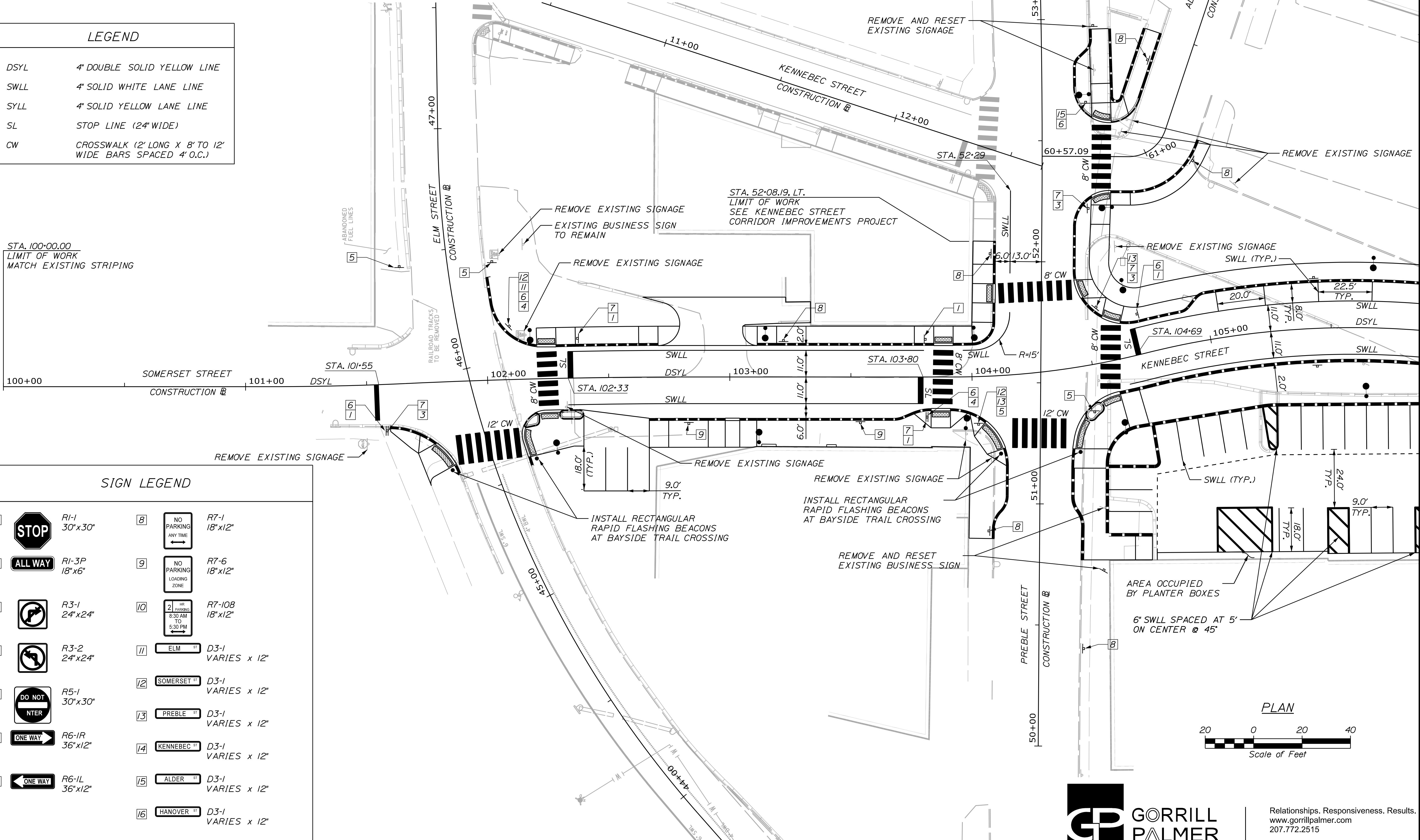
P.E. NUMBER

DATE

- NOTES:
1. ALL PAVEMENT MARKINGS THAT CONFLICT WITH THE PROPOSED SHALL BE REMOVED IN ACCORDANCE WITH MAINE DOT SPECIFICATIONS.
 2. ALL PROPOSED WORK SHALL BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", "STANDARD HIGHWAY SIGNS", U.S.D.O.T., F.H.W.A., LATEST EDITION.
 3. REMOVAL OF EXISTING ROADSIDE SIGNS AND RELOCATION OF ROADSIDE SIGNS/POSTS, SHALL BE CONSIDERED INCIDENTAL TO THE 645 PAY ITEMS.
 4. PROPOSED SIGN LOCATIONS, OFFSET AND HEIGHT SHALL BE IN ACCORDANCE WITH THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), LATEST EDITION, AS APPROVED BY THE RESIDENT.
 5. THE PROPOSED DESIGN SHOWN AS GRAY ON THESE PLANS IS BASED ON THE KENNEBEC STREET CORRIDOR IMPROVEMENTS PROJECT. SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 6. RESTRIPE PREBLE STREET CENTERLINE WITH A 4" BROKEN WHITE LANE LINE (10' STRIPE WITH 30' GAP) FROM STA. 50+00 TO STA. 53+00.

LEGEND	
DSYL	4" DOUBLE SOLID YELLOW LINE
SWLL	4" SOLID WHITE LANE LINE
SYLL	4" SOLID YELLOW LANE LINE
SL	STOP LINE (24" WIDE)
CW	CROSSWALK (2' LONG X 8' TO 12' WIDE BARS SPACED 4" O.C.)

SIGN LEGEND	
1 STOP R1-1 30"x30"	8 NO PARKING ANY TIME R7-1 18"x12"
2 ALL WAY R1-3P 18"x6"	9 NO PARKING LOADING ZONE R7-6 18"x12"
3 R3-1 24"x24"	10 2 HR PARKING 8:30 AM TO 5:30 PM R7-10B 18"x12"
4 R3-2 24"x24"	11 ELM D3-1 VARIES x 12"
5 DO NOT ENTER R5-1 30"x30"	12 SOMERSET D3-1 VARIES x 12"
6 ONE WAY R6-1R 36"x12"	13 PREBLE D3-1 VARIES x 12"
7 ONE WAY R6-1L 36"x12"	14 KENNEBEC D3-1 VARIES x 12"
	15 ALDER D3-1 VARIES x 12"
	16 HANOVER D3-1 VARIES x 12"



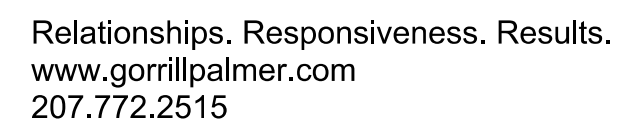
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

PORTLAND
SOMERSET STREET
RESTORATION
SIGNING & STRIPING PLANS

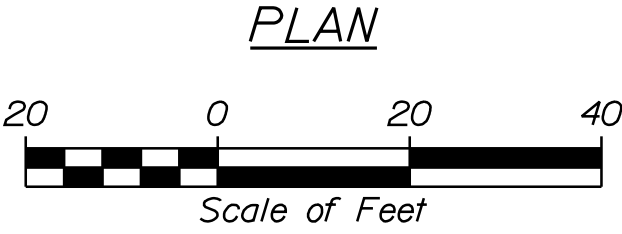
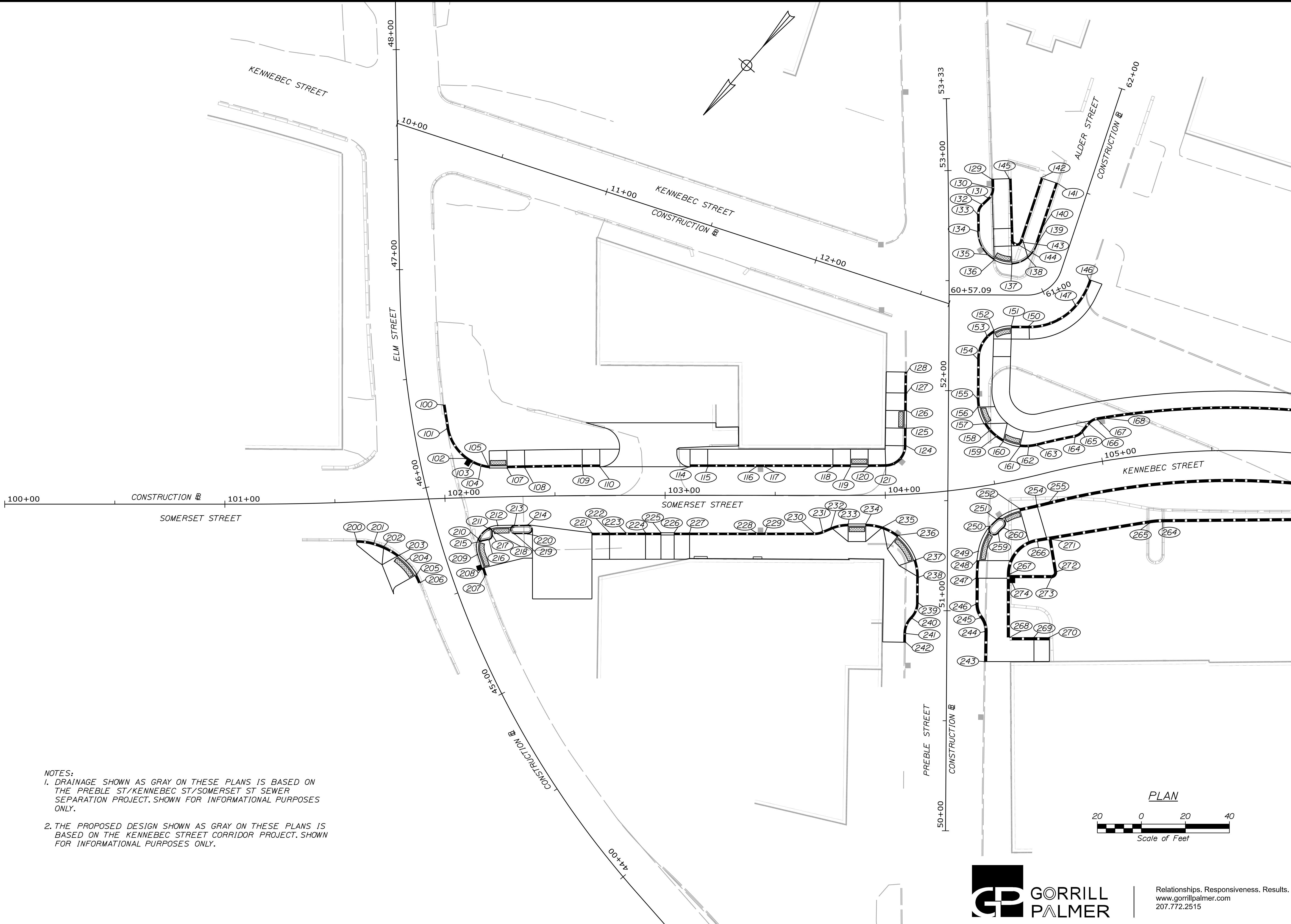
SHEET NUMBER
17
OF 31

PROJ. MANAGER	BY	DATE	SIGNATURE	P.E. NUMBER	DATE
C. WELZEL	T. LANDRY	11/18			
DESIGN-DETAILED	CHECKED-REVIEWED	DESIGNED			
DESIGNS-DETAILED	DESIGNS-DETAILED	DESIGNS-DETAILED			
REVISIONS 1	REVISIONS 2	REVISIONS 3			
REVISIONS 4	REVISIONS 5	REVISIONS 6			
FIELD CHANGES					

CITY OF PORTLAND
55 PORTLAND STREET
PORTLAND, MAINE 04101
WIN
17628.00



NOTES:
1. DRAINAGE SHOWN AS GRAY ON THESE PLANS IS BASED ON THE PREBLE ST/KENNEBEC ST/SOMERSET ST SEWER SEPARATION PROJECT, SHOWN FOR INFORMATIONAL PURPOSES ONLY.
2. THE PROPOSED DESIGN SHOWN AS GRAY ON THESE PLANS IS BASED ON THE KENNEBEC STREET CORRIDOR PROJECT, SHOWN FOR INFORMATIONAL PURPOSES ONLY.



Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

PROJ. MANAGER	C. WELZEL	BY	DATE
DESIGN-DETAILED	J. WINDENBACH	T. LANDRY	11/18
CHECKED-REVIEWED	D. ETINGER		11/18
DESIGN-DETAILED			
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			
SIGNATURE			
P.E. NUMBER			
DATE			

SIGNATURE	P.E. NUMBER	DATE

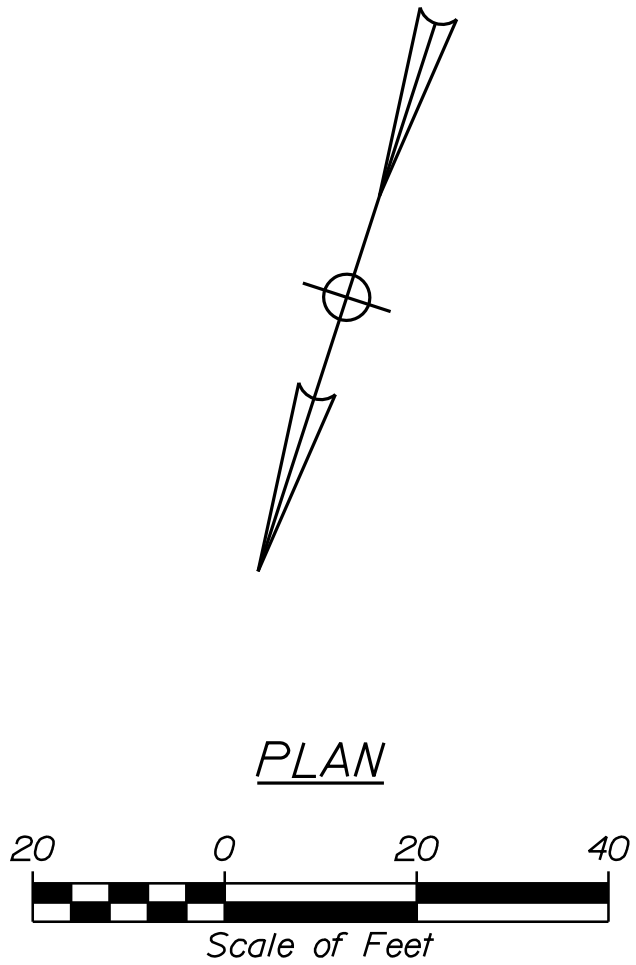
PORTLAND
SOMERSET STREET
RESTORATION
CURBING PLANS

SHEET NUMBER
20
OF 31

CITY OF PORTLAND
55 PORTLAND STREET
PORTLAND, MAINE 04101
WIN
17628.00



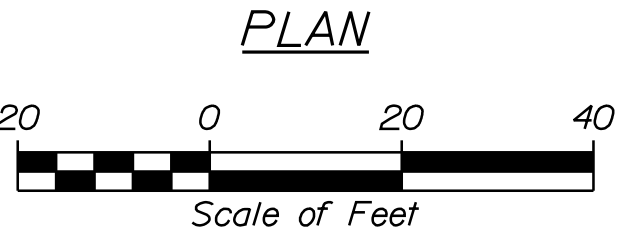
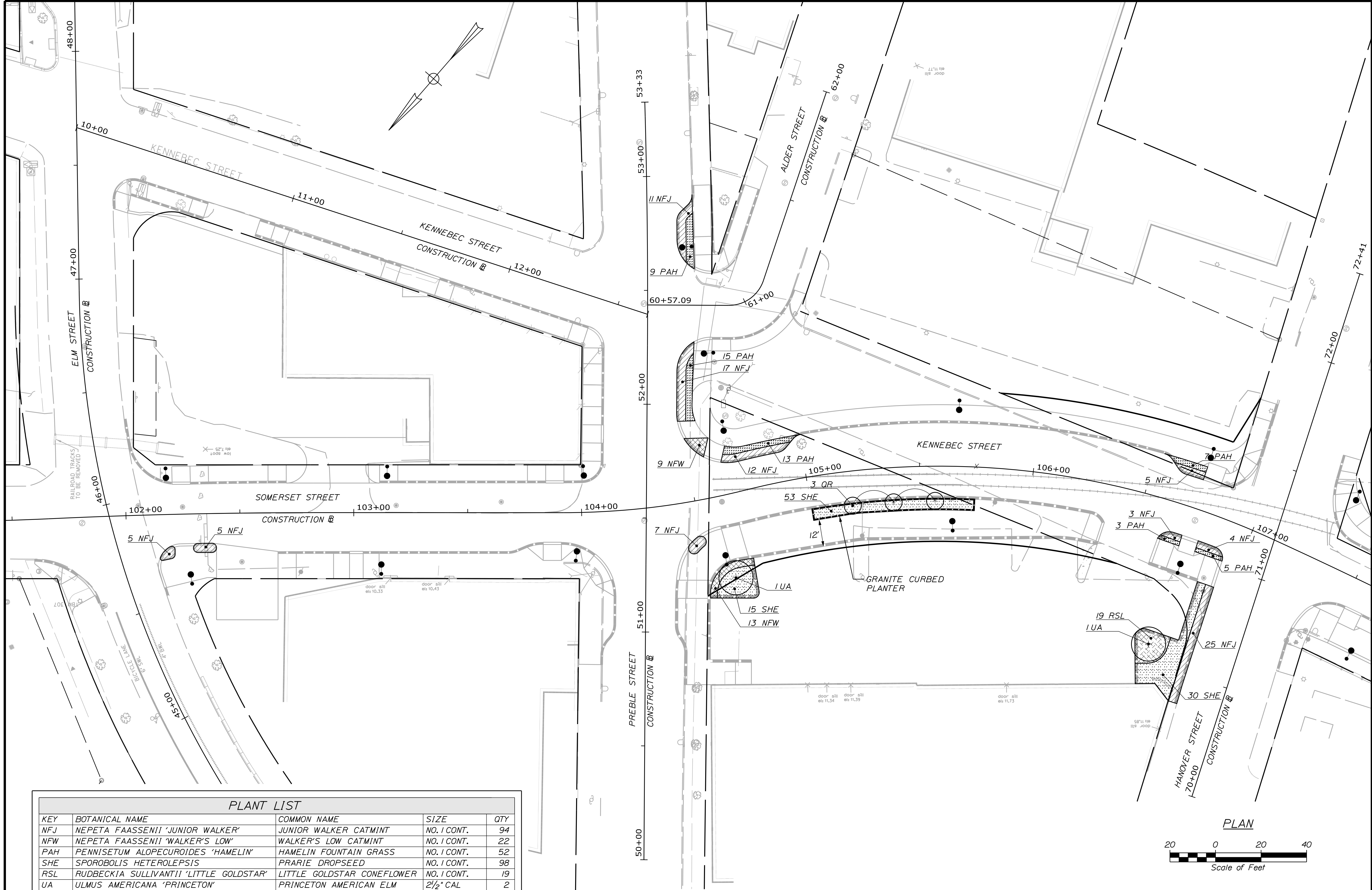
NOTES:
1. SEE NOTES ON PREVIOUS SHEET.



Relationships. Responsiveness. Results.
www.gorillpalmer.com
207.772.2515

PORTLAND SOMERSET STREET RESTORATION CURBING PLANS	PROJ. MANAGER C. WELZEL				BY T. LANDRY		DATE 11/18		SIGNATURE P.E. NUMBER DATE	CITY OF PORTLAND 55 PORTLAND STREET PORTLAND, MAINE 04101	WIN 17628.00
	CHECKED-DESIGNED J. WINDENBACH		DATE 11/18		REVISIONS 1 REVISIONS 2 REVISIONS 3 REVISIONS 4 FIELD CHANGES						
SHEET NUMBER								21			
OF 31											

PLANT LIST				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY
NFJ	NEPETA FAASSENII 'JUNIOR WALKER'	JUNIOR WALKER CATMINT	NO. 1 CONT.	94
NFW	NEPETA FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	NO. 1 CONT.	22
PAH	PENNISETUM ALOPECUROIDES 'HAMELIN'	HAMELIN FOUNTAIN GRASS	NO. 1 CONT.	52
SHE	SPOROBOLIS HETEROLEPSIS	PRARIE DROPSEED	NO. 1 CONT.	98
RSL	RUDBECKIA SULLIVANTII 'LITTLE GOLDSTAR'	LITTLE GOLDSTAR CONEFLOWER	NO. 1 CONT.	19
UA	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	2 1/2" CAL	2
QR	QUERCUS RUBRA	RED OAK	2 1/2" CAL	3



Relationships. Responsiveness. Results.
www.gorillpalmer.com
207.772.2515

PROJ. MANAGER	CHRIS BRANCH	BY	DATE
DESIGN-DETAILED	COMPLETED	M.CUNDIFF	11/18
CHECKED-REVIEWED	DET'TINGER		11/18
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE	P.E. NUMBER	DATE

CITY OF PORTLAND 55 PORTLAND STREET PORTLAND, MAINE 04101	WIN 17628.00
---	-----------------

PORTLAND SOMERSET STREET RESTORATION	LANDSCAPING PLAN
--	------------------

SHEET NUMBER A1

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 5, 2019

SUBJECT: Order 42-19/20 Regarding Citizen Initiative Amendment to the Portland City Charter for Public Campaign Funding - Sponsored by Katherine L. Jones, City Clerk.

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

Petitions for a proposed charter amendment for public funding for campaigns of municipal officials were submitted to the City Clerk's office on August 2, 2019. The Certification process has been completed, and the Clerk has deemed that the petitions were sufficient since the required amount of signatures (i.e. at least 20% of the number of votes cast in the municipality at the last gubernatorial election) were obtained by the petitioners. See 30-A M.S.R.A. sec. 2102(2).

Due to the significant nature of the proposed charter amendment, it has been determined that this proposal constitutes a revision to the charter, and a Charter Commission must therefore be constituted. The required ballot question about whether or not the voters would like to constitute such a Commission has been included in the agenda back-up materials for your review.

At the September 4, 2019, the statutorily required public hearing was held for this item. At that same meeting, this item was postponed to September 16, 2019. Five affirmative votes are required for passage.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Question to Voters re Charter Commission re Public Financing 9.4.2019
2. 20190812093424399
3. Citizen Initiative re Campaign Financing Charter Change DWC 8.30.2019

Prepared by:

Date: 9/5/2019

Order 42-19/20

Motion to postpone to 9/16/2019: 9-0 on 9/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER REGARDING A CITIZEN INITIATIVE AMENDMENT TO THE
PORTLAND CITY CHARTER FOR PUBLIC CAMPAIGN FINANCING**

ORDERED, that the following question shall be submitted to the voters at the municipal election on June 9, 2020:

“Shall a Charter Commission be established for the purpose of revising the Municipal Charter to add a public campaign financing and funding option for municipal officers?”

Portland, Maine



Yes. Life's good here.

Office of the City Clerk
Katherine L Jones, CMC

**CLERK'S CERTIFICATION
OF CITIZEN INITIATED CHARTER AMENDMENT**

**RE: Amendment to the Portland City Charter to Allow Public Funding for
City Council, School Board and Mayor**

I HEREBY CERTIFY, that the petition filed on August 2, 2019 in my office regarding amendments to the Portland City Charter Article IV Elections, Section 12 Public Financing for Municipal Elections, contains the signatures of Six Thousand, Eight Hundred and sixteen voters (6,816) of the City of Portland. The required number of signatures to put this question on the ballot is Six Thousand, Eight Hundred and Sixteen (6,816). The petition is thereby deemed sufficient.

Dated: August 12, 2019

Signed: Katherine L Jones City Clerk

MEMORANDUM

TO: Mayor Strimling and Members of the Portland City Council
CC: Jon P. Jennings, City Manager and Katherine L. Jones, City Clerk
FROM: Danielle P. West-Chuhta, Corporation Counsel *DW-c*
DATE: August 29, 2019
RE: Proposed Charter Amendment Regarding Public Campaign Financing

A question has arisen regarding a proposed amendment to the City charter and whether or not it actually constitutes an amendment or a revision of the charter. The following is a summary of my research on this question:

“Although Maine law does not specifically define the term charter, it is generally understood to mean a single document setting forth a plan of municipal government comparable to the State and federal constitutions. Typically, a charter specifies the form of government (e.g., town meeting-selectmen, town meeting-selectmen-manager or council-manager), the distribution of legislative, executive and other powers, the delegation of various legal and administrative functions, and the procedures for making and implementing budgetary decisions, among other things.” Maine Municipal Association (“MMA”) Charter Resource Packet at p. 1. Portland’s Charter does each of these things and has been amended at least three (3) times in the past ten (10) years.

“Maine law contains detailed provisions governing adoption, revision and amendment of municipal charters.” *Id.* These provisions are laid out in 30-A M.R.S. sections 2102-2105. In this case, the petitioners have put forward a charter change which would ultimately (if approved by the voters) require the City Council to adopt an ordinance establishing a campaign finance program, and subsequently require that the Council fund that program in each annual municipal budget. The petitioners have classified this proposed change as an amendment rather than a revision to the charter.

“The difference between a revision and an amendment is important because, while revisions are subject to the same procedures as for charter adoptions, including the establishment of a charter commission, amendments do not require [the establishment of] a commission.” *Id.* See 30-A M.R.S. section 2104. “There are very few Maine cases addressing the distinction between an amendment and a revision, but the general difference between the two concepts is that a revision involves a fundamental change in the form of government, while an amendment is merely a change or correction of a detail in the charter.” MMA Charter Resource Packet at p. 1. “A 2006 Maine Superior Court decision held that a proposal to limit the number of special town meetings on budget issues and limit the manner of voting to referendum only was a charter revision as it substantially altered the existing town budget process.” *Id.*; see Karytko v. Town of Kennebunk, 2006 WL 2959505 (York Cty., October 10, 2006). Courts in other states with similar statutory schemes have also held that an amendment “only amends, alters, or improves within the lines of the original charter,” while a revision “totally disrupts, cancels, abrogates or makes inoperable the original charter.” Midland v. Arbury, 38 Mich.App.771 (1972) (finding a provision making city manager subject to voter recall a revision); see also, Albert v. Laconia,

134 NH 355 (NH 1991) (changes that eliminated council seats but left council/manager form of government unchanged were amendments).

After reviewing the proposal in question, it is clear that it intends to remove the Council's authority to control all "fiscal, prudential, and municipal affairs of the City of Portland" with regard to public campaign financing issues (see Article I, section 2); substantially disrupts the Council's general powers and authority to determine what is in the best interests of the city and its residents by removing the Council's ability to determine whether or not it would like to create and fund such a program each year; potentially impacts the finance (Article VII, sections 6 and 7) and elections provisions (Article IV, section 11) of the charter; and may be in conflict with a similar state statutory scheme (21-A M.R.S. sections 1121-1128), which currently only authorizes the positions of Governor, State Senator and State Representative to be publicly financed. As a result, the proposed substantial change constitutes a charter revision and is the type of fundamental change that a Charter Commission must review.¹ See Karytoko, 2006 WL 2959505.

It is important to note that the petitioners have complied with the requirements of state law outlined in 30-A M.R.S. section 2104(4),² and so it would be appropriate for the Council to send the proposed charter revision request to the voters for review in June 2020.³ Under Maine law, the ballot question must specifically ask whether or not the voters would like a Charter Commission to be established in order to revise the charter as proposed. An order that includes this ballot question, and sends it to the voters in June 2020, has been included in the September 4, 2019 Council agenda back-up materials.⁴

¹ Please note that I contacted MMA and its attorneys agreed with and confirmed my legal conclusions regarding this matter.

² The petitions contained the required statutory language that "[e]ach of the undersigned voters further requests that if the municipal officers determine that the amendment set out below would, if adopted, constitute a revision of the charter, then this petition shall be treated as a request for a charter commission." 30-A M.R.S. section 2104(4). Consequently, "the [Council] . . . shall [now] treat the petition as a request for a charter commission and follow the procedures applicable to such a request." *Id.*

³ Under Maine law, a question regarding the establishment of a Charter Commission can only be submitted to the voters "at the next regular or special municipal election held at least 90 days after this order[.]" and the wording of the question must be as follows: "Shall a Charter Commission be established for the purpose of revising the" Portland City Charter. 30-A M.R.S. sections 2102(5) and 2102(5)(A) (emphasis added). In this case, the next regular municipal election that is at least ninety (90) days after the potential order by the Council is the election to be held in June 2020.

⁴ Please note that if the voters approve the ballot question to create a Charter Commission to review this issue, "three (3) "appointive" members must be appointed by the Council within thirty (30) days after the election. "Appointive" members need not be residents of the municipality, but only one (1) may be a municipal officer. There also needs to be the election of "voter" members (generally six (6)). See 30-A M.R.S. section 2103. Once elected, the Commission has twelve (12) months (subject to a twelve (12)-month extension for certain reasons), to prepare and submit a final report and proposed charter to the Council. The Council must then submit the proposed amended charter to the voters by referendum at the next regular or special municipal election after the final report has been submitted." See MMA Charter Resource Packet at p. 1; see also 30-A M.R.S. section 2105.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 4, 2019

SUBJECT: **Order 44-19/20 Designating 17 Structures on or Adjacent to Forest Avenue as Historic Landmarks and Amending the Map of Designated Historic Resources - Sponsored by Jon P. Jennings, City Manager.**

SPONSOR: Jon Jennings, City Manager

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Christine Grimando, Acting Director, Department of Planning and Urban Development

Deb Andrews, Historic Preservation Program Manager

5-8 minute presentation

I. SUMMARY

The Historic Preservation Board is recommending that 17 historic structures on or adjacent to Forest Avenue be designated as individual landmarks under the provisions of the historic preservation ordinance, based on findings that each of the subject structures meets the minimum criteria for landmark designation.

II. AGENDA DESCRIPTION

The Planning Board met on July 24, 2019, and voted 6-0 to forward this item to the City Council with a recommendation for passage.

The Historic Preservation Board is recommending that seventeen 17 historic structures on or adjacent to Forest Avenue be designated as individual landmarks under the provisions of Portland's historic preservation ordinance. Properties recommended for landmark designation are as follows: 309, 330, 331, 343, 355, 364, 495, 501, 517, 525, 533, 617, 630, 643-651, 648 and 660 Forest Avenue; and 536 Deering Avenue.

All of the buildings, located between the I-295 interchange and Woodfords Corner, are thematically related in that they represent key chapters in Forest Avenue's late 19th and early 20th century development, particularly its era as a street car line serving the emerging suburban neighborhoods around it as well as the period when this section of Forest Avenue was known as "Auto Row" due to its concentration of first-generation auto showrooms, garages and auto supply businesses. The Historic Preservation Board's recommendation is based on findings that each of the buildings meet the historic preservation ordinance's minimum criteria for designation.

Designation of Forest Avenue's key historic structures is pursuant to a number of expressed goals and strategies included in the City's recently adopted Comprehensive Plan, Portland's Plan 2030. In the Plan, Woodfords Corner is identified as a priority node warranting enhancement in order to better serve

neighborhood needs. The Plan identifies Forest Avenue as a priority corridor where additional planning measures are recommended to discourage typical suburban commercial development patterns and attract quality mixed-use, higher density growth. The Plan also recommends ongoing identification and designation of important historic assets, particularly in off-peninsula areas, and highlights historic preservation as an effective economic development tool. By preserving and enhancing Forest Avenue's key historic assets, the corridor's unique identity will be retained and the positive urban design characteristics exhibited by the identified historic structures will serve as a model for new development.

Landmark designation does not run counter to the City's goal of encouraging additional mixed-use, higher density growth along Forest Avenue. As is made clear in the cover document accompanying the recommended landmark designations and in the individual building descriptions themselves, the subject properties may be more intensively developed in the future, either through the construction of additional floors set back from the building façade and/or removal of noncontributing rear portions of the building for redevelopment. This preservation approach has been used effectively in numerous communities with designated one-or two-story historic auto showrooms.

This item must be read on two separate days. It was given a first reading on September 4, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

This designation initiative is based on the findings of several historic building surveys conducted of Forest Avenue, including a 2011 survey conducted by the Maine Historic Preservation Commission that found all of the subject structures eligible for listing in the National Register of Historic Places. An updated and more detailed survey conducted by Greater Portland Landmarks in 2015 with assistance from the City of Portland shed additional light on their significance and eligibility for designation.

Other considerations prompted this designation effort as well. Planning and Historic Preservation staff wish to be proactive in identifying Forest Avenue's historic structures as assets that warrant preservation rather than responding on a case-by-case basis when a proposal for demolition or redevelopment is brought forward. Designation provides a level of certainty regarding the status of the property that is to all parties' advantage. Staff recognize that this section of Forest Avenue is likely to evolve in the coming years as the mix of uses changes, USM grows, demand for housing increases, etc. With these potential changes, there is an opportunity to build upon the identified assets of the street and encourage a development pattern that is more consistent with the City's urban design goals. The historic buildings that remain on Forest Avenue exhibit many of the urban design characteristics that the Planning & Urban Development Department hopes to encourage in new development.

Finally, this designation proposal is part of a broader initiative on the part of the City of Portland to invest in Forest Avenue and Woodfords Corner with public infrastructure improvements, public art and zoning changes. It also complements the goals of the Friends of Woodfords Corner, which was formed in 2015 to become an advocate for revitalizing the area. Indeed, by seeking Main Street Affiliate status through the National Main Street program, the organization recognizes that preservation is a key element of the Main Street strategy.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

As noted above, designation of key historic landmarks on Forest Avenue and at Woodfords Corner is consistent with several stated goals of the 2030 Comprehensive Plan.

V. FINANCIAL IMPACT

There is no immediate or direct fiscal impact from the proposed change. Designated historic commercial structures have been shown to not only hold their value, but to appreciate at a higher rate than new commercial structures. Additionally, as noted above, historic designation does not preclude more intensive development on portions of the subject properties.

VI. STAFF ANALYSIS AND BACKGROUND

Prior to any public review process, Historic Preservation and Planning Staff made numerous efforts - in letters and e-mails - to reach out to the owners of properties identified for potential designation. Property owners were invited to meet with or call staff so that their questions could be answered and any specific concerns addressed. With little to no response from the affected property owners, staff was directed to proceed with the public review process. Four preliminary workshops were held to review the intent of designation, describe the historic and/or architectural significance of the individual structures and describe the larger planning context of this initiative. Public comment was taken at each meeting.

During the workshops, a number of the affected property owners voiced opposition to the designation. Among the arguments made were that designation would reduce the value of their property, make their building difficult to sell, affect their ability to use the property as they needed to, make it harder and more costly to make changes to their building. Some owners objected to any outside oversight of their buildings, noting that they had been good stewards of their property and that they saw designation as "punishment" for their efforts.

To further clarify the process and implications of designation, affected property owners were invited to an additional informational session prior to the public hearing. The presentation included details on what activities require review under the historic preservation ordinance, the review process, timeframes for review and approval, etc. The session was attended by representatives of only two of the nominated properties.

VII. RECOMMENDATION

On July 24th, the Historic Preservation Board voted unanimously to recommend to the City Council that the properties at 309, 330, 331, 343, 355, 364, 495, 501, 517, 525, 533, 617, 630, 643-651, 648 and 660 Forest Avenue and 536 Deering Avenue receive landmark designation.

VIII. LIST ATTACHMENTS

1. Forest Avenue Historic Structures Designation 9.4.2019
2. Att. 1 - 7-24-29 staff report to HP Board
3. Att. 2 - Forest Avenue Summary Historic Context Statement
4. Att. 3 - Map of Forest Avenue designations
5. Att. 4 - Summary page for nominated landmarks
6. Att. 5 - Individual Building Descriptions
7. Att. 6 - Public Comment

Prepared by:

Date: 9/4/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DESIGNATING 17 STRUCTURES ON OR ADJACENT TO
FOREST AVENUE AS HISTORIC LANDMARKS
AND AMENDING THE MAP OF DESIGNATED HISTORIC RESOURCES**

WHEREAS, the City Council is authorized pursuant to Portland City Code Chapter 14, Section 622 to designate structures as historic landmarks in the City; and

WHEREAS, the Portland Historic Preservation Board has recommended the designation of seventeen (17) structures on or adjacent to Forest Avenue as historic landmarks, based on findings that each of the structures meets the minimum criteria for landmark designation; and

WHEREAS, the 17 structures remain as a record of Forest Avenue's development history, including its era as a streetcar line serving Deering's new residential neighborhoods around the turn of the century and the decades when it was recognized as Portland's "Auto Row"; and

WHEREAS, the designation of the 17 structures on or adjacent to Forest Avenue as historic landmarks will fulfill a stated objective of the Comprehensive Plan called the Portland Plan 2030 to protect the City's historic resources through ongoing identification and designation of eligible landmarks and districts; and

WHEREAS, the designation of the 17 structures on or adjacent to Forest Avenue as historic landmarks will fulfill other stated objectives of the Portland Plan 2030, which identifies Forest Avenue as a priority corridor where additional planning measures are recommended to discourage typical suburban commercial development patterns and attract quality mixed-use, higher density growth, through identifying and designating important historic assets in this off-peninsula area; and

WHEREAS, the designation will prevent the demolition of these 17 structures on or adjacent to Forest Avenue and avoid the incremental loss of character that can occur through inappropriate building alterations and additions over time, and will encourage renovation and additions that are compatible with the buildings' historic character; and

WHEREAS, the designation will not preclude future redevelopment of noncontributing portions of the subject properties, which are identified in the individual building descriptions;

NOW THEREFORE BE IT HEREBY ORDERED, that, pursuant to Chapter 14, Section 622, the Portland City Council hereby designates the 17 structures on or adjacent to Forest Avenue in the following list as historic landmarks; and

1. 309 Forest Avenue;
2. 330 Forest Avenue;
3. 331 Forest Avenue;
4. 343 Forest Avenue;
5. 355 Forest Avenue;
6. 364 Forest Avenue;
7. 495 Forest Avenue;
8. 501 Forest Avenue;
9. 517 Forest Avenue;
10. 525 Forest Avenue;
11. 533 Forest Avenue;
12. 617 Forest Avenue;
13. 630 Forest Avenue;
14. 643-651 Forest Avenue;
15. 648 Forest Avenue;
16. 660 Forest Avenue; and
17. 536 Deering Avenue;

BE IT FURTHER ORDERED, that the map of Historic Districts with Landmarks and Historic Landscape Districts is hereby amended to include the 17 structures on or adjacent to Forest Avenue as landmarks as set forth on the attached map.

HISTORIC PRESERVATION BOARD
CITY OF PORTLAND, MAINE

PUBLIC HEARING
FOREST AVENUE AND WOODFORDS CORNER

TO: Chair Sheridan and Members of the Historic Preservation Board
FROM: Deb Andrews, Historic Preservation Program Manager
DATE: July 15, 2019
RE: July 24, 2019 **PUBLIC HEARING**
Finding of eligibility for landmark designation according to ordinance
designation criteria and formal recommendation to City Council
regarding designation

Subject Structures:

536 Deering Avenue	Engine Company No. 8 Firehouse	1907
309 Forest Avenue	Firestone Auto Supply & Service Store	1930-31
330 Forest	Van Blarcom Incorporated Auto. Garage	1919
331 Forest	A.S. Hinds Laboratory Bldg.	1920
343 Forest	Miles B. Mank Motor Car Company	1916-1917
355 Forest	L.C. Gilson Automobile Co. Bldg.	1922
364 Forest	Oakhurst Dairy	1951-1953
495 Forest	Packard Motor Car Co. Showroom	1927
501 Forest	Gleason Chrysler Auto Dealership	1927
517 Forest	Clifton R. Shaw Auto Dealership	1928
525 Forest	John S. Goff Chevrolet Bldg.	1927-1928
533 Forest	Studebaker Automobile Dealership	1928
617 Forest	Great Atlantic & Pacific Tea Co. Store	1915
630 Forest	Darling-Kidder Motor Car Company	1917
643-651 Forest	Odd Fellows Block	1897
648 Forest	Chapman Block	1916
660 Forest	Valle's Sandwich Shop	1964

Introduction

Following four preliminary review sessions, the Historic Preservation Board will hold a public hearing and conduct final deliberations on the Planning Department's proposal to designate seventeen historic structures on Forest Avenue and Deering Avenue as individual landmarks under the criteria set forth in the historic preservation ordinance (Article IX of the Land Use Code). The nominated buildings record the story of Forest Avenue's development history, especially its era as a street car line

around the turn of the twentieth century and the decades when it was recognized as Portland's "Auto Row".

The Board will be making 1) a formal finding as to whether each of the identified structures meets the minimum criteria for landmark designation, citing applicable criteria; and 2) a recommendation to the City Council regarding designation of the subject structure as a local landmark. As the buildings are being considered for individual landmark designation, each building will be voted upon separately.

Context of Proposed Designations, Planning Goals

As noted in previous staff reports and presentations, a number of precipitating factors and planning goals have prompted this designation initiative. First and foremost, given the historical significance of Forest Avenue as one of Portland's earliest and most important transportation corridors and given the fact that important historic structures remain to record key chapters in the corridor's evolution, it is consistent with the stated purpose of Portland's historic preservation ordinance to designate such structures in order to ensure their preservation over time.

This designation initiative is also pursuant to the findings of several historic building surveys conducted of Forest Avenue. A survey conducted by the Maine Historic Preservation Commission in 2011 identified the structures now under consideration as historically and/or architecturally significant and eligible for listing in the National Register of Historic Places. An updated and more detailed survey conducted by Greater Portland Landmarks in 2015 with assistance from the City of Portland shed additional light on their significance and eligibility for designation.

Other considerations prompted this designation effort as well. Planning and Historic Preservation staff wish to be proactive in identifying Forest Avenue's historic structures as assets that warrant preservation rather than responding on a case-by-case basis when a proposal for demolition or redevelopment is brought forward. Designation provides a level of certainty regarding the status of the property that is to all parties' advantage. Staff recognize that this section of Forest Avenue is likely to evolve in the coming years as the mix of uses changes, USM grows, demand for housing increases, etc. With these potential changes, there is an opportunity to build upon the identified assets of the street and encourage a development pattern that is more consistent with the City's urban design goals. The historic buildings that remain on Forest Avenue exhibit many of the urban design characteristics that the Planning & Urban Development Department hopes to encourage in new development: for example, the buildings are set close to the street, are constructed of high quality materials, provide architectural interest and feature expansive storefront windows that allow for visibility of the interior and attract pedestrian traffic.

As has been demonstrated in the Old Port Historic District, Congress Street Historic District and India Street Historic District, preservation is an effective and proven economic development tool. As suburban sprawl and roadside development make more and more commercial areas look the same, preservation of historic structures along traditional commercial corridors like Forest Avenue ensures that what makes the corridor unique or distinctive is retained.

Preserving these landmarks can provide the area with a competitive edge. Studies from across the country have shown that when key landmarks are highlighted and enhanced through sensitive rehabilitation, others are inspired to invest in the area. Quality investment stabilizes commercial areas and boosts property values.

Finally, this designation proposal is part of a broader initiative on the part of the City of Portland to invest in Forest Avenue and Woodfords Corner with public infrastructure improvements, public art and zoning changes. It also complements the goals of the Friends of Woodfords Corner, which was formed in 2015 to become an advocate for revitalizing the area. Indeed, by seeking Main Street Affiliate status through the National Main Street program, the organization recognizes that preservation is a key element of the Main Street strategy.

Landmark Designation Criteria

In evaluating the eligibility of a structure, site or area for landmark or historic district designation, the Board must find that the nominated historic resource meets **at least one** of six identified criteria under Sec. 14-610 (a) of the ordinance (Minimum Criteria for Designation). Additionally, the Board must find that the structure, site or area meets the ordinance's "integrity" standard under Sec. 14-611.

The minimum criteria for designation are as follows:

Sec. 14-610. Minimum criteria for designation.

(a) The historic preservation board shall limit its consideration to the following criteria in making a determination on a proposed nomination of an area, site, structure or object for designation by ordinance as a landmark or district:

- 1. Its value as a significant example of the cultural, historic, architectural, archeological or related aspect of the heritage of the City of Portland, State of Maine, New England region, or the United States;*
- 2. Its location as a site of a significant historic or prehistoric event or activity which may have taken place within or which involved the use of any existing structure on the property;*
- 3. Its identification with a person or persons who significantly contributed to the cultural, historic, architectural, archeological or related aspect of the development of the City of Portland, State of Maine, New England region, or the United States;*
- 4. Its exemplification of a significant architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;*
- 5. Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the City of Portland, the State of Maine, the New England region, or the United States; or*
- 6. Its representation of a significant cultural, historic, architectural, archeological or related theme expressed through distinctive areas, sites, structures or objects that may or may not be contiguous.*

Sec. 14-611. Integrity of landmarks and historic districts.

Any area, structure or object that meets the criteria in section 14-610 must also have sufficient integrity of location, design, condition, materials and workmanship to make it worthy of preservation or restoration.

Nominated Structures, Areas of Significance:

All seventeen structures nominated for landmark designation are located between the I-295 interchange and Woodfords Corner. With the exception of the former Engine Company No. 8 Firehouse at 536 Deering Avenue, all of the buildings are located on Forest Avenue. The identified buildings are thematically related in that they all represent key chapters in Forest Avenue's late nineteenth and early twentieth century development, particularly its era as a street car line serving the new suburban neighborhoods that were developing off the Portland peninsula as well as the period when it became known as "Auto Row" due to the concentration of first-generation auto showrooms, garages and auto supply businesses located along this section of Forest.

Four of the nominated buildings—the Odd Fellows Block at 643-651 Forest, the Chapman Building at 648 Forest, the mixed-use building at 617 Forest that housed an A&P Store, and Engine Company No. 8 Firehouse at 536 Deering Avenue—are clustered at Woodfords Corner and convey the story of this key intersection at the turn of the twentieth century, when it functioned as a village center.

The auto showrooms at 330, 343, 355, 495, 501, 517, 525, 533, and 630 Forest Avenue are not only historically significant for their association with Forest Avenue's reputation as Auto Row, they're also architecturally significant as examples of a **unique building type** that was introduced with the advent of the automobile. First generation auto showrooms were purpose-built for optimal merchandising of vehicles. As such, the buildings featured a center entry flanked by two expansive showroom windows that extended to the floor to provide full views of the cars from passing traffic. These wide windows continued around the front corners of the buildings for one or two bays on the side elevations, again to provide maximum visibility of the showroom interior. Buildings were typically single story with a high ceiling. Often featuring a roof parapet, the parapet provided additional height and an area for architectural embellishment. Most of the architectural ornamentation was concentrated on the front façade and the first two bays of the side elevations. The rear portion of these showrooms was typically utilitarian in both function and appearance.

A number of the nominated structures are noteworthy for their architectural design. The former Valle's Sandwich Shop at 660 Forest is a rare example of Mid-Century Modern style architecture in Portland. The architect-designed 1953 Oakhurst Dairy Building is a good example of the International style. Similarly, the Firestone Auto Supply & Service Store (now the Rowell Building) at 309 Forest is one of the few examples of Art Deco architecture in Portland. The Beaux Arts Revival Hinds Laboratory Building at 331 Forest was designed by Portland's most celebrated architect John Calvin Stevens. And Odd Fellows Hall at 643-651 Forest was designed by well-known nineteenth century architect Francis Fassett.

Based on a review of the individual nominated structures, staff is of the opinion that nominated buildings meet the following minimum criteria for significance:

Address	Original Use	Applicable Designation Criteria
536 Deering Avenue	Engine Company No. 8 Firehouse	Criteria 1 and 6
309 Forest Avenue	Firestone Auto Supply & Service Store	4 and 6
330 Forest	Van Blarcom Incorporated Auto. Garage	4 and 6
331 Forest	A.S. Hinds Laboratory	Bldg. 1, 5 and 6
343 Forest	Miles B. Mank Motor Car Company	4 and 6
355 Forest	L.C. Gilson Automobile Co. Bldg.	4 and 6
364 Forest	Oakhurst Dairy	1 and 4
495 Forest	Packard Motor Car Co. Showroom	4 and 6
501 Forest	Gleason Chrysler Auto Dealership	4 and 6
517 Forest	Clifton R. Shaw Auto Dealership	4 and 6
525 Forest	John S. Goff Chevrolet Bldg.	4 and 6
533 Forest	Studebaker Automobile Dealership	4 and 6
617 Forest	Great Atlantic & Pacific Tea Co. Store	6
630 Forest	Darling-Kidder Motor Car Company	4 and 6
643-651 Forest	Odd Fellows Block	1, 3, 5 and 6
648 Forest	Chapman Block	1 and 6
660 Forest	Valle's Sandwich Shop	4 and 6

Consideration of Design Guidelines or Ordinance Amendments to Accompany Designations

Under the provisions of the historic preservation ordinance, any designation recommendation—either for an individual landmark or historic district—may be accompanied by design guidelines specific to the district or landmark to inform future reviews of alterations or construction (see Sec. 14-617 (c)). “The specific design guidelines may provide explanation by text and/or schematic examples of visual compatibility for purposes of Division 7 (Standards for Review of Application for Certificate of Appropriateness).”

Although there are no specialized design guidelines for most of Portland’s historic districts, some of the recent district designations were accompanied by amendments to the historic preservation ordinance or site plan ordinance that would address the special circumstances of that district. In the Congress Street Historic District, for example, for new construction in the B3 zone “the historic preservation board shall not impose conditions more restrictive than the dimensional requirements of the B3 zone”. This provision was written to reflect the fact that building heights on Congress Street vary considerably and that the heights allowed by the underlying zone were acceptable. In the case of the India Street Historic District, the site plan ordinance was amended to exempt new development within 100 feet of the district boundary from the “100-ft. rule”, which requires an advisory review by Historic Preservation staff (which can incorporate Historic Preservation Board input) as to whether a development is “generally compatible” with the character of an abutting district or landmark. This amendment was proposed by the Planning Board based on their confidence that the design guidelines

and dimensional standards of the new India Street Neighborhood Form-Base Code would be sufficient to ensure compatible development adjacent to the historic district.

During preliminary workshops on the nominated Forest Avenue structures, there was discussion of some of the unique characteristics of many of the nominated buildings (in particular, the single-story nature of most of the auto showrooms) and the potential for adding floors to these buildings. There was also discussion of some of the Planning Department's urban design goals as regards future development on Forest Avenue, including provisions for more intensive development and multi-story structures. The Historic Preservation Board was in agreement that designation of key historic structures was not intended to preclude the possibility of adding floors to existing one or two-story structures, provided the addition was of a scale, character and setback that did not negatively impact the original structure and met the historic preservation ordinance review standards. It was also generally agreed that designation was not intended to preclude more intensively developing a portion of a designated property where that portion was found to be of limited architectural significance. Staff had suggested the potential of added design guidelines applicable to the proposed individual designations that would inform current and future property owners as well as future members of the Historic Preservation Board as to the Board's intent at the time of designation.

While appreciative of the intent to provide some level of reassurance to property owners as regards Board intent, several members of the Board expressed concern about the potential for design guidelines to "prejudge or limit a future review or outcome". Chair Sheridan also noted that the ordinance as currently written allows for consideration of alterations, additions (including additional floors) and even some level of redevelopment if the specific circumstances of the property justify it. As such, Ms. Sheridan suggested there was no need for added guidelines that stated the same.

If the Board determines that additional design guidelines or modifications to the applicable ordinances are needed, staff will prepare amendment(s) to the Historic Preservation ordinance or Site Plan ordinance which will require review and approval by the City Council. The Historic Preservation Board's formal recommendation regarding landmark designation of the seventeen identified properties can proceed at this time with the understanding that any agreed-upon amendments will be pursued forthwith.

The general issues identified during preliminary workshops that prompted consideration of added design guidelines included the following:

- Applicability of the site plan ordinance's "100' rule". (The 100' rule requires that the Planning Board find that new construction within 100 feet of a designated landmark or district be found to be generally compatible with the adjacent landmark or district and requires that Historic Preservation staff provide a written assessment of the proposed development's compatibility for the Planning Board's consideration. This provision also allows HP staff to consult with the HP Board in preparing this assessment.) There were questions as whether this site plan provision need apply to the Forest Avenue designations given that the B2 zone includes design guidelines for new construction and

the question of design compatibility with existing structures is less relevant along Forest Avenue as it would be in a more architecturally cohesive area like Exchange Street.

Note: An amendment to this site plan provision would not affect the proposed landmark properties themselves, only parcels in their immediate vicinity. As such, it is not really relevant to the question of designation now before the Board. Amending the applicable site plan ordinance standard (Sec. 14-526 (b)) would require review and approval by the Planning Board and Council. In practice, where the context around a landmark is fairly eclectic, staff notes that fact in the memo to the Planning Board and the level of review is cursory.

- Alterations and additions not readily visible from a public way. As the ordinance is currently written, any exterior alteration to a designated landmark, whether visible from a public way or not, is subject to review. That is not the case for contributing buildings in historic districts. There was general consensus that for the Forest Avenue buildings under consideration, only readily visible alterations and additions should be subject to review.

Note: One option for addressing this issue would be to amend the applicable provision in the historic preservation ordinance (Sec. 14-635 (e)) to create an exception for Forest Avenue landmarks. Alternatively, information included in this report and in the final report to the City Council—as well as in a cover page attached to the group of nominated Forest Avenue landmarks (see attached)—that describes the intended limits of review intended limits of review can serve as a reference for future reviews. No separate approval process for these options would be required.

- Height allowance. The Board appeared to be in general agreement that the allowable building height in the B2 zone should be honored in any review of building additions or new construction. The *manner* in which the overall height is achieved would be subject to historic preservation review, however.

Note: This issue could be addressed in an amendment to the Historic Preservation ordinance, as was done for the Congress Street Historic District and India Street Historic District. Alternatively, the information included in the final designation report to the Council—or in the cover page attached to the nominated Forest Avenue structures—can serve as a reference for future reviews. Any change to the Historic Preservation ordinance would be subject to Council adoption.

- Consideration of future additions, including additional floors, or of partial redevelopment.

Note: As described above, there was mixed opinion as to whether additional design guidelines were necessary or appropriate to develop for the nominated landmarks on Forest Avenue. Again, the description of the Board's intent included in this report,

and/or in a cover page attached to the group of nominated structures, could serve as a reference for current or future property owners or potential developers. As well, photos with captions featuring Forest Avenue properties could be added to the Historic Resources Design Manual to illustrate how the introduction of additional floors or partial redevelopment is evaluated under the ordinance.

The individual building descriptions have been edited to identify the chief character-defining features of each building and note where a portion of the building has minimal architectural character. This information is intended to inform future reviews. If the Board felt that in addition to these changes to the individual building descriptions, amending the Historic Resource Design Manual was also needed, amending that document would require Historic Preservation Board review and approval.

The existing provisions of the Historic Preservation ordinance, combined with the summary narrative that will accompany the building descriptions, provides adequate protection, guidance, and flexibility for future review of the landmark properties without any changes to the Land Use Code or Design Manual. However, if the Board found any of the additional modifications outlined above advisable, staff would bring forward proposed amendments on a separate schedule.

Summary of Public Comment

During the preliminary workshops, a number of the affected property owners voiced opposition to the designation. Among the arguments made were that designation would reduce the value of their property, make their building difficult to sell, affect their ability to use the property as they needed to, make it harder and more costly to make changes to their buildings. Some owners objected to any outside oversight of their buildings, noting that they had been good stewards of their property and that designation was “punishment” for their efforts. The owners of 355 and 495 Forest Avenue and 536 Deering Avenue submitted written requests to remove their property from consideration. During public comment at the June 19th workshop, the owner of 495 Forest encouraged the Board, if it recommended designation, to include design guidelines or clarifying provisions that would make clear the Board’s intent that designation not preclude the possibility of added floors or other changes.

To further clarify the process and implications of designation, affected property owners were invited to an informational session on July 11th. The presentation included details on what activities require review, the review process, timeframes for review and approval, etc. The session was attended by representatives of two of the nominated properties.

Motions for Consideration

Please vote separately on each building, citing applicable designation criteria. See list of individual buildings with applicable designation criteria below the suggested motion.

On the basis of information and analysis provided in the July 24, 2019 staff report, including a historic context statement detailing the development history of Forest Avenue and documentation on each of the seventeen structures nominated for landmark designation, as well as consideration of public testimony, the Board:

- 1) Finds that the -----at ----- **meets (fails to meet)** designation criteria -----&-- of Sec. 14-610 of the historic preservation ordinance, **and meets (but fails to meet)** the integrity requirement under Sec. 14-611 of the ordinance; and
 - 2) **Based on these findings (notwithstanding these findings) recommends (does not recommend)** that ----- at -----be designated a local landmark subject to the protections of Portland's historic preservation ordinance (Article IX of the Land Use Code).
1. Engine Company No. 8 Firehouse at 536 Deering Avenue ... Criteria 1 and 6
 2. Firestone Auto Supply & Service Store at 309 Forest AvenueCriteria 4 and 6
 3. Van Blarcom Incorporated Automobile Garage at 330 Forest Avenue ... Criteria 4 and 6
 4. A.S. Hinds Laboratory Building at 331 Forest Avenue ... Criteria 1, 5 and 6
 5. Miles B. Mank Motor Car Company at 343 Forest Avenue ... Criteria 4 and 6
 6. L.C. Gilson Automobile Company Building at 355 Forest Avenue ... Criteria 4 and 6
 7. Oakhurst Dairy 1953 addition at 364 Forest Avenue ... Criteria 1 and 4
 8. Packard Motor Car Company Showroom at 495 Forest Avenue ... Criteria 4 and 6
 9. Gleason Chrysler Auto Dealership at 501 Forest Avenue ... Criteria 4 and 6
 10. Clifton R. Shaw Auto Dealership at 517 Forest Avenue ... Criteria 4 and 6
 11. John S. Goff Chevrolet Building at 525 Forest Avenue ... Criteria 4 and 6
 12. Studebaker Automobile Dealership at 533 Forest Avenue ... Criteria 4 and 6
 13. Great Atlantic & Pacific Tea Company Store at 617 Forest Avenue ... Criteria 6
 14. Darling-Kidder Motor Car Company at 630 Forest Avenue ... Criteria 4 and 6
 15. Odd Fellows Block at 643-651 Forest Avenue ... Criteria 1, 3, 5 and 6
 16. Chapman Block at 648 Forest Avenue ... Criteria 1 and 6
 17. Valle's Sandwich Shop at 660 Forest Avenue ... Criteria 4 and 6

ATTACHMENTS

1. Historic Context Statement - *Forest Avenue: Its Early Development & Transportation History*
2. Map of Forest Avenue identifying nominated structures
3. Draft cover letter or summary page proposed to accompany building descriptions
4. Updated building descriptions of nominated properties

Forest Avenue: Its Early Development & Transportation History

January 2016



Woodford's Corner in the 1940s

This document is largely excerpted from the historic context statement prepared for *Forest Avenue and Stevens Avenue, Portland, Maine* prepared by Scott T. Hanson of Sutherland Conservation and Consulting in August of 2015. Additional details can be found in that report. Copies of *Forest Avenue and Stevens Avenue, Portland, Maine* are available from the City of Portland and Greater Portland Landmarks.

Introduction

Forest Avenue is one of Portland's oldest and most important transportation corridors. It serves as a vital connector between the peninsula and the suburban neighborhoods of Deering as well as adjacent communities to the west. A significant number of historic buildings remain along Forest Avenue that represents the social, cultural, economic, commercial and residential history of Portland's suburban development. Forest Avenue retains a number of automobile showrooms and auto-related businesses built in the early 20th century in a concentrated area between Baxter Boulevard and Belmont Street that served as Portland's Automobile Row.

Early Development along Forest Avenue

With the settlement of inland areas away from Portland's coast in the mid-eighteenth century came early roads connecting the peninsula town to these sparsely settled towns. Among the earliest roads was Forest Avenue. The route of present day Forest Avenue was completed in 1805 when a new bridge was constructed over a portion of Back Cove connecting Deering to the Parkside neighborhood. Forest Avenue was the primary road to the lakes and mountains and on to northern New Hampshire and Vermont. Over time, homes, farms, and shops were constructed along the road, generally developing from the peninsula outward. As inland settlement increased, this became a major route for farmers bringing produce to market in Portland.

Dense development occurred in the late 18th century where early roads intersected, particularly at Woodford's and Morrill's corners. These intersections were natural locations for the development of commercial establishments as well as taverns to serve stage coach travelers.

Railroad & Horse Car Suburban Development

Following the stage coach, railroads established suburban railroad stations at these major road crossings. The first railroad traversed Woodford's Corner in 1847 and a depot was built just to the north of the current intersection. Away from these commercial centers, residential development along Forest Avenue consisted of sizable estates for wealthy businessmen who commuted by private carriage from Deering to downtown Portland.

In 1864 a horse car line extended from the peninsula to Forest Avenue. The affordability of the new transportation method as well as demand for housing following the Great Fire of 1866 spurred suburban development for the middle class, especially near the growing business and neighborhood centers at Woodford's and Morrill's corners. The large estates nearest the corners were the first to be subdivided for this new residential development. "Separate from the city, these new subdivisions were designed as residential landscapes, combining open space, fresh air, and greenery of the country with an efficient arrangement of houses."¹ One of the first subdivisions was Dr. Eliphet Clark's plat in 1866 along Pleasant Avenue between Forest and Stevens Avenues. Other subdivisions were Warren Sparrow's along Arlington Street, Arlington Place, and Clifton Street in the 1870s and the Oakdale subdivision in 1881.

¹ Ames, David L. and McClelland, Linda Flint. *Historic Residential Suburbs: Guidelines for the Evaluation and Documentation for the National Register of Historic Places*, US Department of the Interior, National Park Service, 2002.

Street Car Suburban Development

The horse car lines were electrified in 1895, extending the transportation lines outward and expanding the availability of land for residential development. Following national trends, the suburban development in Deering attracted a wide range of people from the working to the upper middle class, with a large portion of the new residents being middle class. Suburban residential developments from this era include the Coyle Park development in 1899 and the Boulevard Park subdivision along Deerfield Road in the early 20th century. The houses built in all of these subdivisions reflected the architectural styles of the periods in which they were developed. While the earlier 19th century subdivisions featured primarily Italianate and Queen Ann style houses, the later ones were built in the Colonial Revival, Classical Revival, and Arts and Crafts styles.

At Woodford's the village center at the corner was substantially altered by the construction of the Odd Fellows Hall in 1897. The four story building with its clock tower was urban in scale and character. For a few years before the annexation of Deering by Portland, the Deering city offices were located in the new block. Additional commercial, social, and civic development built near the corner includes the new fire station on Deering Avenue in 1907, the Woodford's Club in 1913, and Albion Chapman's three story brick "flat iron" building of 1916 in the angle between Deering and Forest Avenues. Woodford's Corner continued to serve as an important neighborhood center for goods and services through the middle part of the twentieth century.

The Automobile and Its Impact on Development along Forest Avenue

In the first decade of the 20th century, the impact of the auto was minimal along Forest Avenue. Most residents of the area could work and shop in the area or they could quickly and affordably travel into the downtown via street cars. As the number of residents living along Forest Avenue increased due to the affordability of commuting into Portland, new residential forms appeared along the street to accommodate a diversity of housing needs. New residential buildings on Forest Avenue tended to be multi-family homes after 1900. Several two-family homes, a few triple decker apartment houses, and a couple of mixed use buildings constructed in the early part of the century remain. Mixed use buildings generally had a commercial use at the street level and residential apartments above.

The introduction of the personal automobile had an enormous impact on suburban development along Forest Avenue, reflecting a larger trend in the city, state and nation. In 1901 there were only 27 automobiles in Portland² and they were primarily toys for the wealthy businessmen. Nationwide and in Portland automobile ownership increased exponentially between 1910 and 1930. In 1915 the national average was one car for every forty-three citizens. By 1923, fifty percent of American households owned an automobile. The rise in auto ownership negatively impacted the ridership on the area's street cars, but it also created new businesses to fuel, service, and detail automobiles and generated new building types.

In the residential neighborhoods on either side of Forest Avenue, the impact of the automobile is represented by the small single car garage. Initially carriage barns were converted for use as garages, but in the 1920s one-story, single bay garages were often constructed to the side and rear of homes to accommodate vehicle storage. Several examples remain on streets like Deerfield Road, Belmont Street, Coyle Street, and Longfellow Street.

Portland's Auto Row

² Barnes, Albert F. Greater Portland Celebration 350. Portland, Maine 1984, 128.

Another new building type, the automobile showroom was generated by the success of the auto industry. Automobile companies built model showrooms that were emulated in small cities and towns across the country. In Portland, auto sales and services were initially incorporated into existing businesses and located in the downtown. As demand increased, Portland's auto dealer's emulated national developments and moved their showrooms outward along Forest Avenue, creating a concentrated area of dealerships known as an automobile row. Dealers congregated their dealerships along Forest Avenue between Baxter Boulevard and Bedford Street between 1915 and 1930 in an area occupied by large estates in the late 19th century.

These new car dealership buildings had a large footprint with significant enclosed interior space for displaying and servicing autos. Primarily one or two story buildings built of masonry construction with wood or steel truss roofs, these dealerships were among the first architectural building types developed in response to the automobile. The automobile showroom was located at the street where large plate glass windows gave ample view to passers-by of the autos for sale inside. The rear of the building was the service facilities, often with access from alleys or side streets. The buildings were designed in a variety of styles, with most of the architectural ornamentation concentrated on the showrooms.

In 1910 there were six automobile dealerships in Portland, all on the peninsula.³ The first auto showroom on Forest Avenue was built in 1915 with three more built in the following two years. By 1924 there were seventeen buildings devoted to auto sales and service on Forest Avenue. These include tire and battery stores as well as another new building type, the filling station. Portland's auto row expanded west to Belmont Street several years later with the subdivision of the Ricker estate for four new auto dealerships and the Ricker Park apartments.

In 1910 there were three hundred companies producing automobiles in the United States. In Portland, many of the manufacturer names we recognize today, Ford, Chevrolet, Oldsmobile, and Chrysler were joined by lesser known manufacturers like Grant, Franklin, Peerless, and Hudson. Many of the smaller manufacturers succumbed to fierce competition or were consolidated into larger companies in the mid 1920s. Some manufacturers that survived until the late 1920s closed during the Great Depression.

The last great estate along Forest Avenue was redeveloped in the 1940s when the Forest Park development was built along Baxter Boulevard to house World War II shipyard workers. On the Forest Avenue portion of the development parcel a Howard Johnson's and A&P Grocery store were constructed.

Post World War II and the Impact of Interstate and Arterial Highways

Following national trends, Portland's suburban development after World War II was concentrated in bedroom communities further from the downtown than the earlier street car suburbs. The development of interstate and arterial highways, like I-295 and the Maine Turnpike following the Federal Aid Highway Act of 1956 fueled suburban development away from the historic core of the city. Many of the residents in these suburban communities still worked and shopped in Portland and Forest Avenue became a primary commuter arterial. The trolley system was abandoned before the war and although it was replaced by bus service, most of the suburbanites traveled by car. Automobile traffic through Morrill's and Woodford's Corners increased dramatically in the 1950s and changes were made to accommodate the increased traffic. These changes decreased pedestrian access and safety and the resulting reduction in pedestrian activity made it challenging to sustain the scale and type of businesses that had historically been located in the neighborhood.

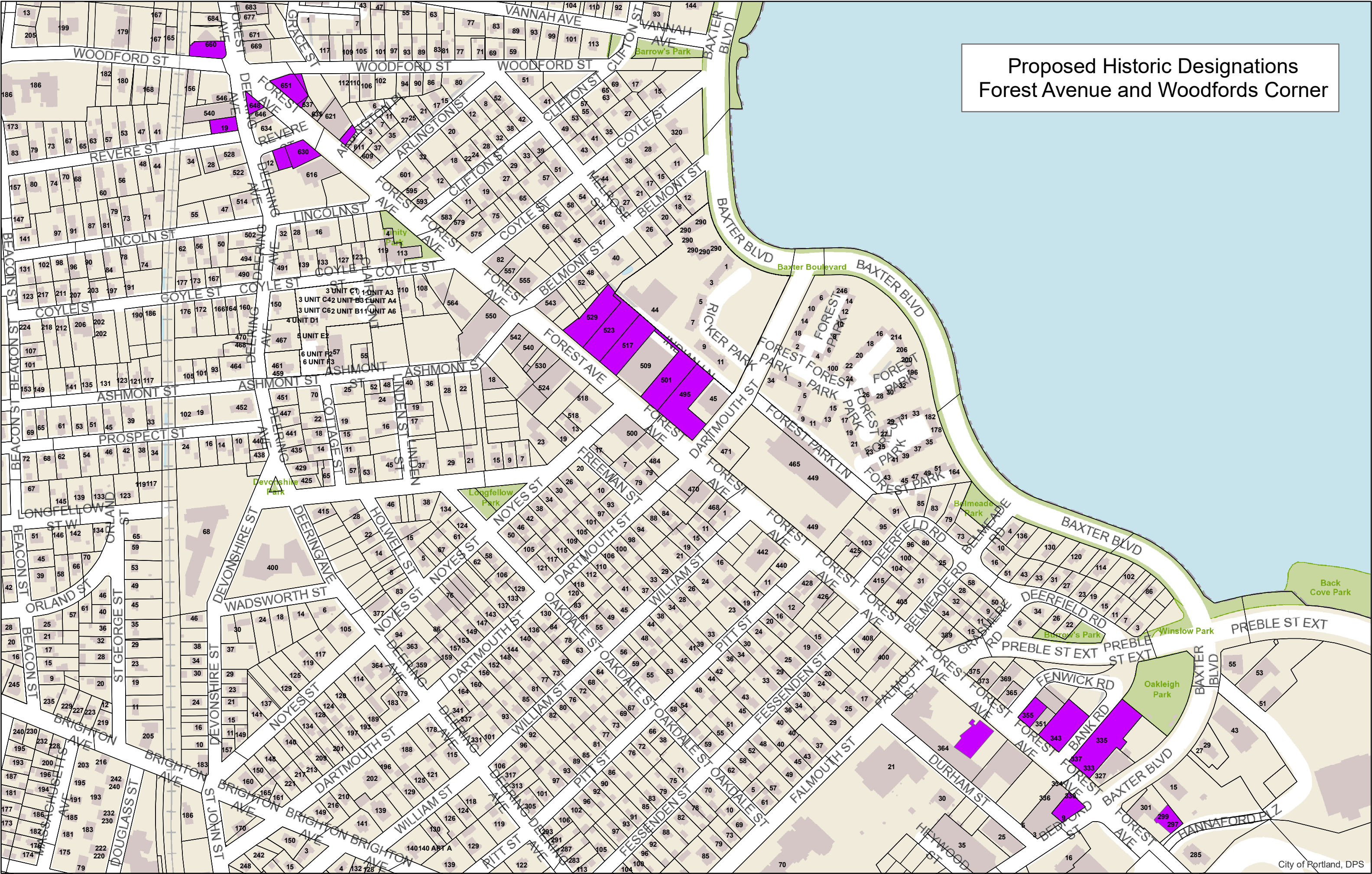
³ Barry, William David and Anderson, Patricia McGraw. *Deering*. Portland, Maine, 2010, 50.

Eventually the increasing number of people living beyond the traditional urban and suburban core triggered commercial development of modern shopping centers further out. The Pine Tree Shopping Center was built off Brighton Avenue in 1959. Other modern shopping centers were built at Westgate in Libbytown, Northgate in North Deering, and near Riverside in Westbrook. Additional commercial development sprang up around the Exit 8 interchange of the Main Turnpike. This development impacted the auto dealerships along Forest Avenue as new larger car dealerships with large lots were built near the turnpike exit. Howard Johnson's built a new hotel and restaurant on Riverside near Exit 8 and demolished their 1940s building on Forest Avenue. A new modern shopping plaza, Forest Avenue Plaza, with a large front parking lot was built on the site of the former Howard Johnson's and the A&P grocery. Valle's Steakhouse built a new restaurant on Brighton Avenue near Exit 8, demolished their 1940s building at Woodford's Street and Forest Avenue, and built a new sandwich shop at that corner in 1964, in a building now occupied by the Woodford Food and Beverage.

Since the mid 20th century, Forest Avenue has increasingly become a street lined with commercial properties. Forest Avenue's residential history has nearly disappeared in the section between I-295 and Woodford's Corner. Only four homes and one mixed use building with apartments remain on Forest Avenue between I-295 and Coyle Street. All of the homes have been converted to commercial uses. Seven residential buildings remain between Coyle Street and Woodford's Corner, and all are located on the east side of the street.

The historic buildings that remain to represent Forest Avenue's social, cultural, residential, and commercial history are significant to an understanding of the development of Portland's off-peninsula suburbs in the 19th and early 20th centuries. The remaining buildings represent a range of styles and building types that are representative of a broad period in the historical development of Forest Avenue. Forest Avenue is also significant as the location of Portland's Automobile Row. The remaining automobile showrooms and auto-related businesses built in the early 20th century in a concentrated area between Baxter Boulevard and Belmont Street are representative of Forest Avenue's significance as a transportation corridor. The automobile dealerships, filling stations, and automotive related commercial buildings are also significant as examples of the commercial impact of the automobile industry in early 20th century Portland.

Proposed Historic Designations
Forest Avenue and Woodfords Corner



Forest Avenue and Deering Avenue Landmark Nominations



The seventeen historic structures described in the following inventory forms are nominated for individual landmark designation under the provisions of Portland's historic preservation ordinance. The buildings, all but one of which are located on Forest Avenue, represent key chapters in Forest Avenue's late nineteenth and early twentieth century development, particularly its era as a street car line that served the emerging suburban Deering neighborhoods around it as well as the period when it became known as Portland's "Auto Row" due to its concentration of first-generation auto showrooms, garages and auto supply businesses.

Although the buildings are historically and thematically related, they are nominated for individual landmark designation. Given the distance between some of the buildings, the option of creating a contiguous historic district that encompassed all seventeen structures and included large areas of non-historic development was determined not to be appropriate. All of the buildings meet at least one or more criteria for landmark designation because of their significance to the historical development of Forest Avenue and because many of the buildings are architecturally significant in their own right or represent a unique building type in Portland.

In recommending that the City Council designate historic structures on Forest Avenue and at Woodfords Corner, the Historic Preservation Board recognizes the need to balance the goal of preserving historic assets with the need to encourage new development along this important corridor. To that end, the Board wishes to note that the historic preservation ordinance review standards are not intended to preclude alterations or additions to historic structures, including the introduction of additional floors to existing low-scale buildings. Indeed, numerous building rooftop additions have been approved under the ordinance. The historic preservation review

process ensures that any addition is compatible with the existing building in terms of scale, materials, form, setback, fenestration, etc.

The Historic Preservation Board also notes that a number of the nominated buildings extend deep into their respective lots. For some of these buildings, particularly the auto showroom buildings, it is the front portion of the building that is of architectural significance and the rear portion is fairly utilitarian in both use and appearance. The historic preservation ordinance allows for consideration of partial demolition of a designated structure for redevelopment where removal of that portion would not materially diminish the identified architectural character-defining features and would retain a sufficient amount of the original structure so that the essential form and integrity of the historic property is not impaired. The attached building descriptions should prove helpful to future Historic Preservation Board members and property owners in determining the key character-defining features of the subject properties as well as any opportunities for more intensive development.

In designating the Forest Avenue structures as individual landmarks, their unique characteristics and orientation toward Forest Avenue make it appropriate that Historic Preservation reviews of alterations would focus particular attention on those portions of the structure visible from a public way. Finally, the Historic Preservation Board recognizes that there are design standards in place that govern new development in the B2 zone and that the standards address a number of the urban design characteristics exhibited by the nominated structures (no setback, orientation to the street, high level of glazing, etc.) and which would be encouraged by the Historic Preservation Board during any advisory review.



Firestone Auto Supply & Service Store

ADDRESS

309 Forest Avenue

ARCHITECT

unknown

DATES

1930-1931

STYLE

Art Deco

Building History

The former Firestone Auto Supply & Service store at 309 Forest Avenue is currently known as the William C. Rowell Building. The building was first occupied by Firestone Auto Supply and Service store in 1931. Although the building has undergone exterior changes it retains its thematic association with Forest Avenue's automotive history and retains several character-defining details of its style.

Firestone Auto Supply and Service was located at 355 Forest Avenue in the former LC Gilson Automobile Company Building along with Forest City Tire Company. In 1931 Firestone relocated to this new building at 309 Forest Avenue. Firestone's auto supply stores were part of Firestone Tire and Rubber Company, a company founded in 1900 by Harvey Samuel Firestone (1868-1938). Firestone's business model was a policy of vertical integration. His company owned rubber plantations that supplied the raw materials to the company's manufacturing plants and owned the retail stores to distribute their various manufactured rubber products.

Architectural Description

The building is a two story yellow brick structure with a flat roof. The building exhibits character-defining Art Deco details, particularly on the upper façade, that provide visual interest. These details include pilasters topped by concrete ziggurats located between each of the seven bays. The pilasters provide a vertical counterpoint to the otherwise horizontal building. Also ornamenting the front façade is a series of inset concrete

panels between the first and second floor levels that feature a stylized sunburst motif. At the second floor level, narrow vertical windows are arranged in a horizontal band. At the ground floor level, the window openings are larger, separated by the brick piers. The current windows extend to the ground. A two-story bay that projects slightly beyond the face of the balance of the façade is located on the west side of the building where it connects to 311 Forest Avenue. The remaining three sides are simpler in detail with flush brick walls and windows arranged in horizontal bands like the front façade. Given the presence of an access drive to Hannaford Plaza immediately east of the property, the east elevation of the building is as visually prominent as the front façade.

Alterations, Additions since Construction

Because the building was constructed after the 1924 tax reevaluation initiative when every building was photographed, we do not know its exact original appearance. It is likely that the windows and doors have been replaced, but the overall form and composition of the façade is unchanged.

The building is significant for its role in the development of Forest Avenue as Portland's "auto row". Additionally, it is architectural significant as a rare example of Art Deco style commercial architecture in the city.





VAN BLARCOM INCORPORATED AUTOMOBILE GARAGE

ADDRESS

330 Forest Avenue

ARCHITECT

unknown

DATES

1919; interior alterations in 1934, 1959

STYLE

Art Deco/Moderne & Commercial

Building History

The building at 330 Forest Avenue was built in 1919 for the Frank H. Van Blarcom Company. Van Blarcom opened a public garage in this structure, one of the earliest automobile-related businesses on the length of Forest Avenue that would become Portland's so-called Auto Row. The property has undergone several changes of use but has always served as a commercial space.

A steel structure was added at the rear of the main building in 1921 to be used as an oil room for Cumberland Automobile Sales, the tenants at that time. In 1924, Forest City Motor Company sold Lincoln automobiles from this location. An addition in brick enlarged the boiler room in 1930 after the structure had changed use and had become the location for Ideal Cleansers and Dyers. John J. Cunningham became the owner of the property in 1932 and retained ownership through 1959. Dunlop Tire and Rubber Company operated at 330 Forest Avenue following Ideal Cleansers until 1934, when the building became a glass shop and office. The contractor for the required interior remodeling was New Deal Stores Incorporated. The building's use changed again in 1935, this time to Littlefield and Greene Automobile Accessories. From the late 1930s until the late 1950s, the building functioned as showroom and garage space for several used car dealerships, including the Elliott Peterson Used Car Depot. Extensive interior alterations in 1959 modified the interior for use as a retail space; Brookline, Massachusetts-based Beacon Way Stores sold fabric here in 1962 until at least 1970, and the building was occupied by home furnishings retailer Pier 1 Imports in 1985. The building is currently houses Kitchen Cove Cabinetry and Design.

Architectural Description

330 Forest Avenue is located at the southwest corner of Forest and Bedford Street. Given its location, the southwest side elevation is exposed, as is the front façade. Its northwest elevation is located in close

proximity to the neighboring building; the two structures appear to be joined by a narrow connector that is set back slightly from the street.

The building is a one story brick structure with six bays on its primary façade, five of which are large show-room windows. In this respect, the façade composition is somewhat unusual as most of the auto showrooms on Forest feature a three-bay composition. Today, the flat roof retains the original parapet detail on its two side elevations and the heavy cornice remains in place throughout. The tax assessor's photograph from 1924 shows a parapet along the primary façade as well. This roof section contained the same Art Deco geometric ornamentation in stucco as on northwest and southeast elevations and also featured an oval medallion on a triangular pediment centered above the building's entrance. The parapet detail no longer remains along the primary façade and the date of its removal is not known.

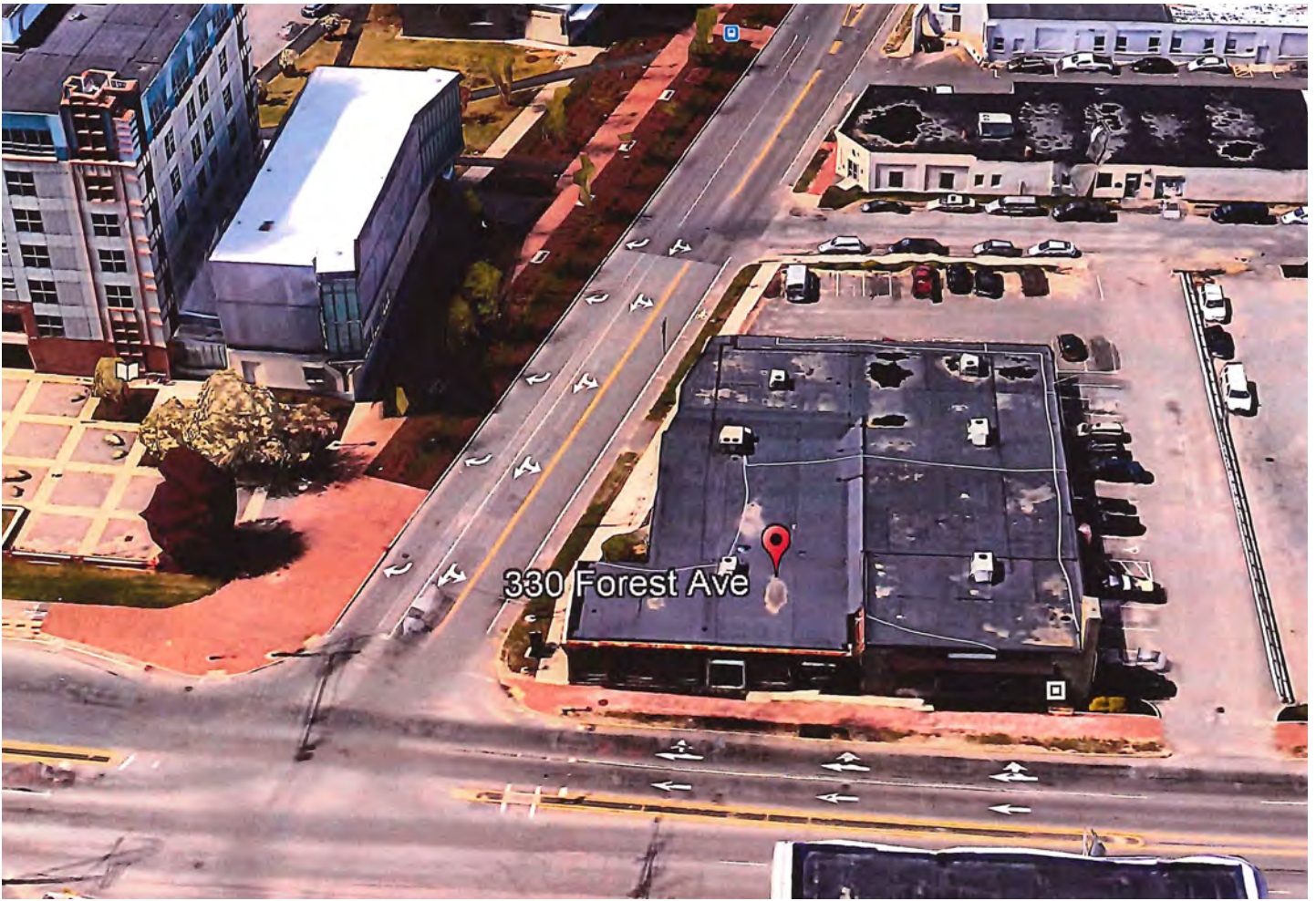
Below the projecting cornice, the building façade is enlivened by the diamond-shaped stucco details spaced to reinforce the spacing of the bays. The brickwork itself provides a level of ornamentation as well. Windows are deep, extending almost to the ground. The 1924 photo also shows that there were multi-lite transom windows above the single-lite showroom windows.

The rear portion of the building, which is set back from the showroom portion of the block and visible from Bedford Street, is utilitarian in appearance and lacks architectural significance (see photos).

Alterations and Additions since 1924

The showroom windows and entries of 330 Forest have been replaced over time, as is the case with most of the existing showrooms on Forest Avenue. The placement of entries have moved and an additional entry was introduced in the easternmost bay of the building, together with the introduction of a handicap ramp. Notwithstanding these changes, the original scale and massing of the building and composition of the front façade, remain unchanged. The building also retains a number of its key ornamental features. Today, the building still clearly conveys its roots as an early auto-related structure at the southwestern end of Portland's "auto row".







A.S. HINDS LABORATORY BUILDING

ADDRESS

331 Forest Avenue

ARCHITECT

John Calvin Stevens
John Howard Stevens

DATES

1920

STYLE

Beaux Arts Revival & Commercial

Building History

Noted Portland architects John Calvin Stevens and his son John Howard Stevens designed the building at 331 Forest Avenue for Aurelius Stone Hinds in 1920. Hinds worked for the apothecary of H. H. Hay & Company in downtown Portland until 1864. While running a drugstore of his own on the peninsula, Hinds perfected the formula for his world famous Honey and Almond Cream. He established A. S. Hinds Company in 1875, and began producing and selling his skincare products from the purpose-built laboratory space on Forest Avenue in 1920.

Hinds' Honey and Almond Cream was an extremely successful product, both domestically and internationally, and a branch laboratory was established in Montreal, Canada. In 1906, an advertising department was formed to handle marketing of the cream (Fig. 1). Although the company was acquired in 1907 by the Manhattan-based Lehn & Fink, who had brought Lysol from Germany to the United States market in 1890, the A. S. Hinds Company continued to operate independently for a number of years.

The laboratory occupied the upper floors of the building, while the first and second levels were reserved for retail and office use. In 1926, the A. S. Hinds Laboratory was no longer located in this building; operations had moved to Lehn & Fink plants in New Jersey. A wholesale druggist and the Marmon Company Autos automobile dealership operated at 331-337 Forest Avenue that same year. A number of automobile-related businesses, such as Firestone Tire & Rubber Company and Gemmer Motors Company, were tenants of the

building from 1926 through 1932. From this point the building's commercial use shifted towards suppliers, including the Portland Pipe Line Company, and warehouse storage.

In 1926, three large show windows were installed to accommodate the automobile dealerships, and alterations were undertaken in a previously added private garage space to convert the building from its former manufacturing layout to retail and warehouse space. These alterations were designed by John Calvin Stevens and John Howard Stevens and were overseen by local contractor Frank A. Rumery, who would go on to design an automobile dealership at 517-533 Forest Avenue in 1927-30. A freight elevator was installed in 1930; by 1946, the main occupant was Reliable Furniture and the third floor was remodeled in 1955 to meet their needs as a used furniture retailer. The building served as a Discount Book Outlet in 1993, after it had lain vacant for two years. It currently contains 70 residential units as Bayview Court and maintains the first floor as retail space for Back Bay Cycle.

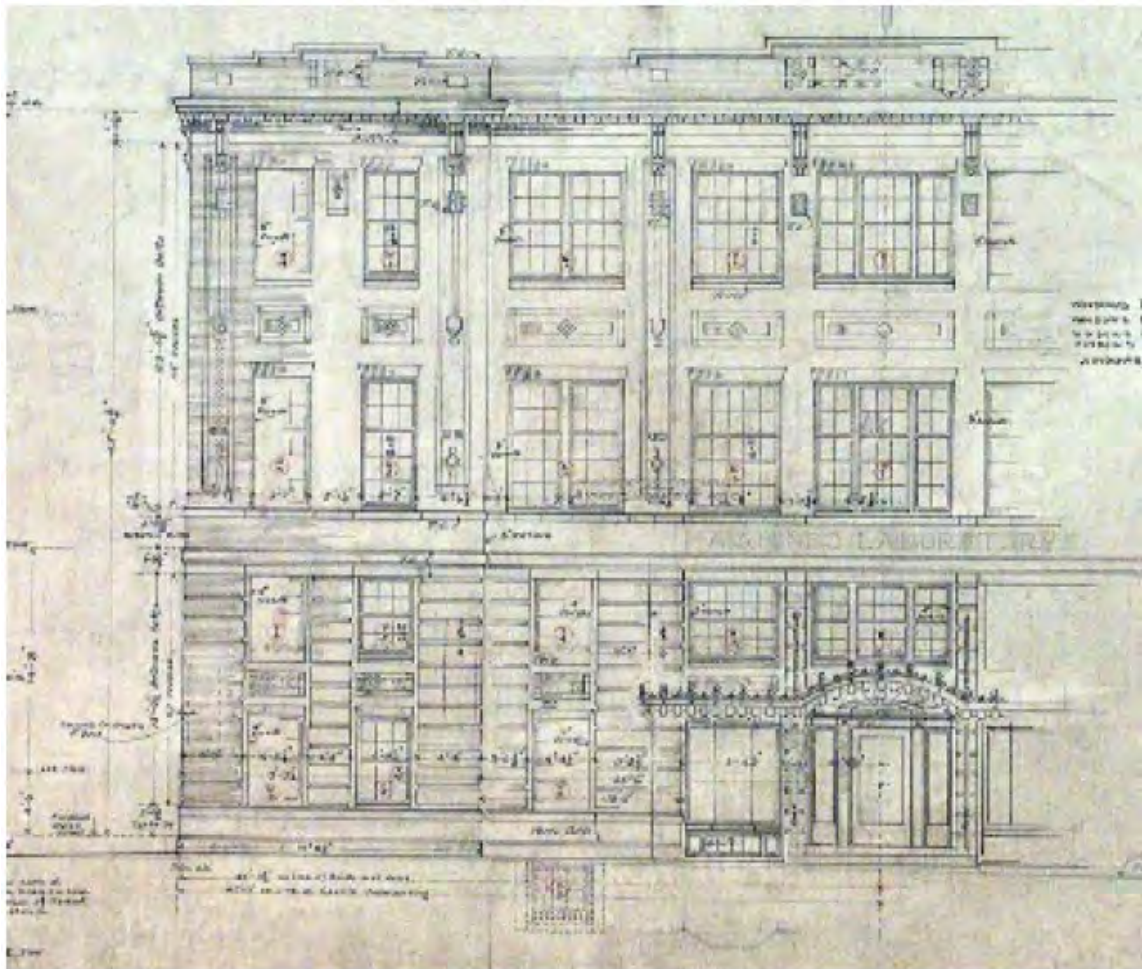
Architectural Description

The A. S. Hinds Laboratory Building is a four story yellow brick structure built in the Beaux Arts Revival and Commercial styles. Given its siting and the presence of a low-scale structure and a driveway on either side of the building, the side elevations are visually prominent. Relative to other buildings constructed on Forest Avenue during this period, the building is noteworthy for its size. It is also architecturally notable; it is clear that the design is the product of a skilled architect. The building's flat roof has a subtle parapet detail, the lines of which are highlighted by cast stone ornamentation. The heavy cornice features prominent brackets and dentils. Patterned brick ornamentation and small cast stone medallions grace the façade. The upper story window pattern varies, with some windows mulled to form groupings. Other windows are individual punched openings. This fenestration pattern lends visual interest to the building, notwithstanding the fact that the windows themselves (originals were six-over-six) have changed in appearance with their replacement.. Blueprints drawn by John Calvin Stevens are held in the collections at the Maine Historical Society in Portland.

As noted above, the ground floor was modified in 1926 to accommodate the automobile showroom. On the exterior, three large showroom windows were installed to showcase the automobiles to passing traffic.

Alterations and Additions since Construction

Although the ground floor was altered in 1926, the modifications have gained significance in their own right as they were made to accommodate an auto showroom. The changes made, just a short time after the building's original construction, reinforce the fact that this section of Forest Avenue was quickly evolving to become Portland's Auto Row. Other than the ground floor alterations, the only other significant change has been the replacement of the original multi-light sash with one-over-one windows. The building remains in well preserved condition and is a commanding presence on Forest Avenue







Miles B. Mank Motor Car Company

ADDRESS

343 Forest Avenue

ARCHITECT

unknown

DATES

1916-1917

STYLE

Vernacular

Building History

Built in 1917, the large two-story brick structure at 343 Forest Avenue was first occupied by Miles B. Mank Motor Car Company. In 1910 Miles B. Mank, with his partner George Stuart, established the Mank-Stuart Motor Car Company, a dealer of Cadillac cars. They first built a large garage on Forest Avenue near Congress Street. (Figure2) A few years after George Stuart retired in 1912, Mank built this two-story building along a section of Forest Avenue that would become Portland's Auto Row. While Mank continued to own the building in the 1920s he moved his dealership to Preble Street. 343 Forest Avenue was then occupied by Myron D. Kidder, Inc. a REO auto and truck dealership previously known as Darling-Kidder Inc. and located at 630 Forest Avenue. In the 1930s through the 1960s, 343 Forest Avenue was occupied by the Portland Burial Case Company, a casket manufacturer.

Architectural Description

Built as an auto showroom, the Mank building is an unusually large example of its type, both in terms of its width and it being a two-story structure. As documented in 1924, shortly after its construction, the building featured a highly glazed first floor, with relatively thin posts separating the large floor-to-ceiling showroom windows. The entrances appear to have been located at the two ends of the façade. The corners of the ground floor were cut away and the projecting upper floors supported by a round column. The building featured an unusually tall frieze band above the storefront windows, capped by a projecting intermediate cornice. The brick structure was unpainted with cast stone used for the cornice and second story window



1924 City of Portland Tax Photo

lintels. Projecting brick piers divide the upper floors into a series of bays, with all but the end bays featuring groups of three windows connected by a continuous lintel. A flush cast stone cross was centered in the stepped parapet. Upper floor windows were six-over-one. Typical of this building type, most of the architectural embellishment is concentrated on the front portion of the building, returning for a short distance on the side elevations.

Alterations since 1924

While the two-story brick structure has lost its glass showroom façade and multi-pane upper story windows, the general form, cornice band, sign band, and brick details remain. The brick soldier course below the second story windows, the cornice band, and the parapet cross are now somewhat obscured by the paint that has been applied to the brick façade. The first floor alterations reinforced the upper story bays and the division of the commercial windows echo the tri-partite pattern of the windows above. The showroom entrance at the corner of Forest Avenue and Bank Road was lost in the alterations, but the garage entrance off Bank Road is still apparent, although filled in by a commercial storefront system. A secondary pedestrian entrance was added on the Bank Road façade by elongating an existing window opening.

Although the building has undergone exterior changes, particularly on the first floor, it retains the essential façade composition associated with its building type and clearly conveys its association with Forest Avenue's automotive history.

A Modern Service Station

A Portland automobile concern whose growth has been phenomenal since its organization in 1910, now operating one of the largest, most modern, and finely equipped garages in New England is the Miles B. Mank Motor Car Company, 9 to 21 Forest avenue. From a small beginning, occupying one room and employing one repair man, this enterprising and progressive concern has come by leaps and bounds to the front and today they give steady employment to 11 people and utilize over 35,000 square feet of floor space.

The Mank-Stuart Motor Car Company was established in 1910. Mr. Stuart retired in 1912, the company being incorporated in 1913 as the Miles B. Mank Motor Car Co.

The service station of the company has a wide spread and long established reputation for the superiority of its service and is metropolitan in features and modern in methods. The garage is well lighted and ventilated, is fireproof throughout, and is kept scrupulously clean. The repair department has recently been equipped with the latest and most improved machinery for carrying on this industry and none but skilled workmen are employed.

The Company are State agents for the Cadillac, "the standard of the world," and each year the public looks to the Cadillac for that which marks the climax in motor car progress. This Cadillac will be exhibited at the Portland

Dealers' Auto Show, February 9 to 14, and the company invite your inspection. Mr. Miles B. Mank, the live wire of the company, is known as one of the foremost and progressive automobile dealers in the State. He is an expert in every detail of the trade and is highly esteemed in all circles of the city.—Adv't.



Service Station of Miles B. Mank Motor Car Co., Portland, Me.

Traveling Men's Opinions

It is somewhat surprising to note how little the magnitude of the automobile industry is appreciated by the general public, says the Automobile Journal. It might be assumed that as a body, traveling men were well informed as to industrial enterprises. The following quotation from The Manufacturing Jeweler is an example of the regard with which their opinion is held:

Traveling men say they cannot account for the present dullness. Some of the jewelry drummers have an idea that the purchase of so many automobiles by thousands of people throughout the country, and the necessary expense incurred in running the same, may have some effect.

A traveling man, who was engaging the attention of passengers on a train out of New York recently, with somewhat similar opinions and the further observation that within a year there would be but half a dozen automobile manufacturers in America, was asked how many he thought there were today. "Offhand, about 30," was his reply.

He was surprised to learn there were more than 200; that they had produced 450,000 cars during the past year, and had shipped nearly \$28,000,000 worth of these machines abroad. The opinion of traveling men regarding the stability of the automobile industry evidently needs decided revision.

Figure 2. A 1913 article on the first Miles B. Mank Motor Car Co. Building on Forest Avenue, near Congress Street.



First row, left to right: Miles B. Mank, Miles B. Mank Motor Co., Portland; Myron D. Kidder, Myron D. Kidder Co., Inc., Portland; Haven Sawyer, Sawyer Motor Car Co., Bangor; W. B. Thombs, Portland. Second row: Carl Curtis, Lewiston Buick Co., Lewiston; V. S. Darling, Darling Automobile Co., Auburn; C. G. Abbott, the Henley-Kimball Co., Portland

Figure 3. A 1922 photograph of Maine car dealers including Miles B. Mank in the first row, on the left.





L.C. Gilson Automobile Co. Building

ADDRESS

355 Forest Avenue

Architect

Unknown

DATES

1922; rear addition 1981

Style

Art Deco/Moderne

Building History

The L. C. Gilson Automobile Company, building at 355 Forest Avenue was built in 1922. It is one of several early automobile-related businesses to locate along Forest Avenue between Baxter Boulevard and Woodford's Corner in the early years of the twentieth century. Based on the concentration of auto-related businesses in the area, Forest Avenue would become known as Portland's Auto Row. Although the building has undergone exterior changes it retains its thematic association with the Forest Avenue's automotive history and retains several character defining details of its style and building type.

Gilson had already established an automobile dealership at 881-891 Congress Street by 1906, selling cars from Ford, Reo, and Stanley in what Portland's Board of Trade Journal called, "one of the largest, and most modern [garages] in New England." By 1924, the Congress Street block had been converted into apartments and the Gilson Automobile Company had relocated to the building owned by Frank W. Sparrow at 355 Forest Avenue.

The building has always been utilized for automobile sales or servicing purposes. It was occupied by Brewster Tire Stores Inc. in 1927. In 1929, Forest City Tire Company shared the building with Firestone Tire Stores Incorporated, which continued on as the property's sole occupant in 1930-31.

The building has become best known as the Palmer Spring Company building due to its signature orange façade and the company's presence at this address since 1932. Palmer Spring Company was established in 1849 and is thought to be the oldest spring company in the United States. Joseph Benjamin Palmer founded the company in Boston after bringing his trade

from England and served as its first blacksmith. The company's Conestoga wagon logo reminds its patrons of the vehicles originally serviced by Palmer Spring Company.

In 1949, Palmer Spring Company operated a service station and spring manufacture from its building on Forest Avenue and completed interior renovations in 1950 to expand its manufacturing room. A rear ell was added in 1981.

The company continues to operate at 355 Forest Avenue with a service garage and a blacksmith.

Architectural Description

Purpose-built as an auto showroom, 355 Forest is a classic example of a new building type that was created in response to the advent of the automobile. Like most early automobile showroom buildings, it is a one-story masonry building with a showroom in the front and service facilities in the rear accessed from an alley or side street. Also like many showrooms, most of the building's architectural detail is concentrated on the showroom portion of the building, with the rear portion rather utilitarian in appearance. In the case of 355 Forest, architectural embellishment is provided by contrasting brick, recessed brickwork panels, and the geometric brickwork on each pier.

Typical of early auto showrooms, the front façade features large floor-to-ceiling windows flanking a central pedestrian entrance. Masonry piers serve to define the three bays of the façade. Large floor-to-ceiling windows are repeated on the side elevations near the leading corners of the building. The high level of glazing was intended to catch the attention of passing vehicles and provide a clear view of the automobiles for sale within the showroom. On the side elevations, the main portion of the building extends the depth of one bay; beyond that point, the building steps down in height and features a series of large service doors. As noted above, the front section of the building exhibits the greatest architectural significance.

Alterations and Additions since 1924

Typical of many of the remaining automobile showrooms along Forest Avenue, the original storefront windows have been replaced and infilled to some extent. However the original pattern and size of the window openings remains, as does the character-defining ornamental brickwork. Although alterations have been made, they are readily reversible and the building still communicates its original function. In the rear, the pattern of door openings remains largely intact and although a number have been infilled or altered.



City of Portland Tax Photo, 1924





Oakhurst Dairy

ADDRESS

364 Forest Avenue

ARCHITECT

Earle Webster

DATES

1922; additions in 1951-3, 1988, and 2005

STYLE

International (central building)

Building History

Oakhurst Dairy at 364 Forest Avenue was constructed in phases to accommodate the growing needs of its successful business. The central building, recognizable by the Mid-Century Modern metal “Oakhurst” sign across its façade, was designed by architect Earle Webster and was built perpendicular to the Dairy’s original 1920s brick structure. Later additions from 1989 and 2005 flank this central building, forming a large complex on the lot. Designation is limited to the 1950’s structure pictured above.

The dairy was in the Bennett family of Portland since Stanley T. Bennett bought the Oakhurst Dairy from Arthur Leadbetter in 1921. Leadbetter had established his dairy in 1902 on Woodford Street. After acquiring the dairy, Bennett relocated it from its original location to its current site on Forest Avenue; an announcement in the national weekly American Machinist from 1922 stated that the planned two-story building and associated power plant unit would cost Oakhurst Dairy an estimated \$100,000. In 1933, Oakhurst Dairy became the first dairy distributor in the United States to require that the milk it processed did not contain tuberculin, used to test for bovine tuberculosis. Oakhurst Dairy has continued to oppose using additives such as bovine growth hormones in its milk.

The design and construction of the 1951-53 addition (which is the focus of this designation) was overseen by Bennett’s son Donald. Donald worked with architect Earle Webster to create a state-of-the-art manufacturing facility in the International style.

Oakhurst Dairy bought the adjacent lot, owned by the Henley Kimball Automobile Dealership, in 1973 and built a cold storage facility in 1988. The final addition to the lot was designed in 2005 by Pennsylvania-based Facilities Design, Incorporated and provided the dairy with new receiving and updated cold storage areas.

In 2014, Oakhurst Dairy was sold to Dairy Farmers of America, a national farmer-owned cooperative based in Missouri, after 92 years of family ownership.

Architectural Description

Constructed of blond brick, the two-story, flat-roof building features a very simple box-like massing and is set close to the street. While straightforward in form, the placement and treatment of its fenestration provides a dynamic tension to the overall design. At the top of the upper façade, immediately beneath the aluminum cornice, there is a continuous band of mulled windows that stretches across the entire façade and returns onto the side elevations. At the west end of the façade and at the leading corner of the west elevation, this window treatment extends down to the ground to create a glazed tower-like element at the corner. The building entrance is located at the base of this tower. In the center of the façade is a wide window surrounded by a large “picture frame” constructed of natural aluminum. This window was designed to ensure that people could view the plant’s operations. At the east side of the façade and wrapping the east elevation is a narrow band of glazing made up of glass block. This offset treatment provides visual interest. Until very recently, a sign consisting of individual aluminum letters, was set on top of a narrow ledge above the center window. In its typeface and material, the sign was designed to be an integral component of the overall building design. Its execution in natural aluminum repeated the same material selected for all building trim and presented a strikingly modern building design when it was constructed.



Alterations , Additions since Construction

Although the overall design and façade composition of the building remains unchanged, the recent replacement of most of the windows has changed somewhat the overall intended character of the building. (The windows within the vertical entry “tower” are still original.) While the window divisions have been replicated in the replacements, the new windows feature green aluminum frames. The change to a colored frame diminishes the intended aesthetic of the building, which featured a natural aluminum finish on all trim and door/window frames. The natural aluminum clearly reinforced the Modernist design aesthetic.

Other changes include the replacement of the glass block windows within the horizontal band at the southeast corner of the building. Glass blocks have been replaced with opaque white spandrel panels. The original sign on the Forest Avenue façade, which was comprised of individual standing letters, was also recently replaced with a single, mounted sign panel featuring cut-out letters.

Finally, a three-story stainless tank has been positioned near the leading corner of the building, next to the west elevation. A simple one-story detached structure has been constructed next to this tank. Mechanicals and solar arrays have been added to the roof.

Notwithstanding these alterations, the building remains largely consistent with its original appearance, particularly for that portion closest to the street, and contributes to the architectural heritage of Forest Avenue. The significance of the building’s Modernist design was recognized by the Portland Society of Architects in 2009, when they gave it their 50-Year Building Award .



Packard Motor Car Company Showroom

ADDRESS

495 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1927

STYLE

Commercial

Building History

Originally occupied by the Packard Motor Car Co. of Boston, the building at 495 Forest Avenue was built with its physical and stylistic twin at 501 Forest Avenue in 1927 as part of the redevelopment of the former Ricker Estate. It is one of several automobile-related businesses along the section of Forest Avenue that would become known as Portland's Auto Row. Although the building has undergone exterior changes, particularly the storefront windows, it retains its thematic association with the Forest Avenue's automotive history and retains several character-defining details of its style and building type.

During World War II the building was used for Army storage, then subsequently occupied by Brown Motors, Inc., a division of the Brown Company, manufacturers of pulp wood and paper in Berlin N.H. The Brown family once owned a large estate on Forest Avenue, as well as the Berlin Mills wharf on Portland's waterfront. Brown Motors was a Chrysler-Plymouth dealership. The company was operated by Simmons Brown, who lived with his family on State Street, before moving to Falmouth Foreside.

Architectural Description Architectural Description

Because 495 Forest Avenue was built in 1927, after the tax reevaluation of 1924 when every taxable property was photographed, we do not have an early photograph of the building. In this case, however, we can make reasonable assumptions about its original appearance given the fact that its twin was built next door and given that auto showrooms of the period followed the same basic form, size and façade composition.

Like its twin next door, the three-bay commercial building features a brick façade laid in a variant of a Flemish bond. Both buildings feature a showroom at the street and access to the rear of the dealership

through a garage door that is set well back from the street. A shared courtyard is created between the two buildings in this area and the buildings share a common side wall. An intermediate cornice located below the roof parapet of both 495 Forest and its neighbor at 501 extends the full depth of the side elevations of both buildings, turning onto the elevation where the two connected structures meet. This cornice reinforces the linkage between the two buildings.

Like its neighbor, the center of the parapet is highlighted by a shallow stepped gable. The building's horizontal lines are emphasized by a strong cornice band wrapping the façade and side elevations below the parapet, a brick soldier course connecting each window opening, and a continuous lintel above the façade windows and the side elevation windows closest to the street.

Given the fact that the neighboring building to the southeast of 495 Forest is set well back from the street, the southeast elevation of 495 is entirely visible. This elevation features a series of tall, regularly spaced individual punched window openings. A secondary entrance is located toward the rear of this elevation.

The building extends deep into the lot; most of the rear portion of the building is not visible from a public way.

Alterations and Additions since Construction

The most significant alteration to the building has been the replacement of the two large showroom windows on the façade and at the leading corners of the side elevations. The original single windows have been replaced with individual punched window openings separated by brick. Subtle indications in the existing brickwork suggests that the original openings matched those of its twin. The center entry doors have been replaced as well (as have the entry doors on most other showroom buildings on Forest.) Despite the change in fenestration and entry, the building still retains its essential form, façade composition and a number of its character-defining features. It still clearly communicates its original roots as a first-generation automobile showroom and is especially interesting in its relationship to the twin showroom next door. It also contributes to one's appreciation of Forest Avenue's automobile-related history.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When these have been catalogued and are available to the public, copies of the early views will be added to this inventory form.



495 Forest Avenue



Gleason Company Chrysler Dealership

ADDRESS

501 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1927

STYLE

Commercial

Building History

Originally occupied by the William H. Gleason Co. Chrysler-Plymouth dealership, the building at 501 Forest Avenue was built with its physical and stylistic twin at 495 Forest Avenue in 1927 as part of the redevelopment of the former Ricker Estate. It is one of several automobile related businesses along the stretch of Forest Avenue that would become known as Portland's Auto Row.

After World War II, the auto showroom was occupied by John S. Goff's DeSoto and Plymouth dealership. The dealership was previously located at 525 Forest Avenue, before moving to 489 Forest Avenue in 1943. The Goff dealership was only in the building a short time, moving in 1955 to 628 Congress Street. The building was subsequently occupied by a number of commercial businesses, including several realty companies. The building is currently occupied by Bow Street Beverage with a retail showroom and distribution area in the rear.

Telephone Forest 4164

WILLIAM H. GLEASON CO.

DISTRIBUTORS

CHRYSLER CARS

PLYMOUTH CARS

501 FOREST AVE. PORTLAND, ME.

"The Car For Everybody"





Architectural Description

As the building was built in 1927, after the tax reevaluation of 1924 when every taxable property was photographed, we do not have an early photograph of the building. In this case, however, we can make reasonable assumptions about its original appearance given the fact that its twin was built next door and given that auto showrooms followed the same basic façade composition.

Like its twin next door, the three-bay commercial building features a brick façade laid in a variant of a Flemish bond. Both buildings have a showroom at the street and access to the rear of the dealership through a garage door in the shared courtyard off Forest Avenue. The building's horizontal lines are emphasized by the strong cornice band wrapping the building below the parapet, a brick soldier course connecting each window opening, and the wide band of storefront windows. Note that the parapet features a shallow stepped gable at the center of the façade. Distinct from some early auto showrooms, the windows do not extend to the base of the building. The windows are framed in cast stone which extends to the building base.

Typical of the building type, 501 had large showroom windows at the front corners of its side elevations. The window. The west elevation is obscured by an abutting structure, but the east elevation is entirely exposed. The showroom window on the side elevation matches the height of those on the façade. The cornice continues the entire depth of the side elevations. On the east side, the cornice returns to face of the recessed connector shared by 495 and 501 Forest. This cornice treatment on both buildings, which joins at the connector, reinforces the relationship between the two structures.

Little of the rear portion of the building is visible from the street.

Alterations and Additions since Construction

The most significant alteration to the building has been the replacement of the large showroom windows with smaller vertical glazing alternated with opaque spandrel panels. The window openings themselves, however, remain intact and the alteration is readily reversible. Despite this change, the building remains a clear example of its building type, retains most of its character-defining architectural details, and contributes to one's appreciation of Forest Avenue's automotive history.

Note: Staff has learned of a recent donation of photographs from a private collection to the Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early view of 501 Forest will be added to this inventory form.



501 Forest Avenue



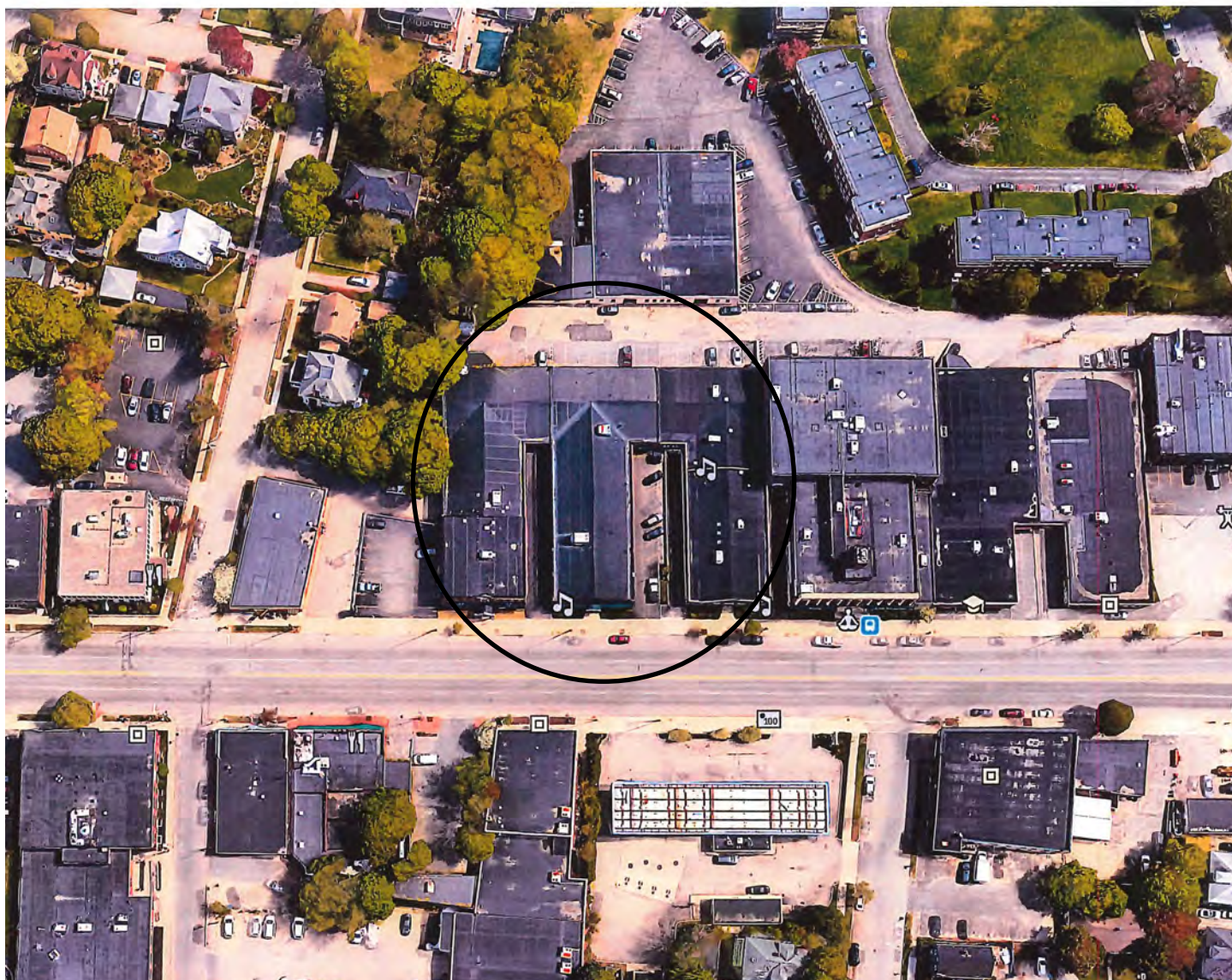
STUDEBAKER AUTOMOBILE BLOCK & GARAGE

517-533 Forest Avenue and 44 Indian Lane

Contractor Frank A. Rumery is thought to have designed the buildings at 533, 525, and 517 Forest Avenue as a group, along with a second automobile dealership complex slightly further south on Forest Avenue. These projects were part of a plan to redevelop the former Ricker estate into apartments, a filling station, car dealerships with frontage on Forest Avenue, plans which included a shared power plant. The Ricker Mansion was built in 1855 for Joseph S. Ricker, a tanner who also served as director of the street's railroad system. The mansion was one of several large estates just outside the city along the less-developed Forest Avenue and boasted a "grapery" and greenhouses on its extensive grounds. The Ku Klux Klan's Portland chapter bought the property in 1923 and maintained it as a meeting and event space until the house burned down in the later 1920s. Redevelopment of the lot occurred between 1927-30 and the area was renamed Ricker Park.

Rumery was already well-known at this time for his active involvement in many development projects along Forest Avenue and was also the contractor for the Ricker Park apartments. John P. Thomas, the Portland-based architect who would design the Stevens Avenue Armory at 772 Stevens Avenue in 1940, was commissioned to address the design of the new apartment buildings the lot.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early views will be added to the applicable inventory forms.



Studebaker Automobile Block

Left to right: 533, 525, 517



STUDEBAKER AUTOMOBILE DEALER BUILDING

ADDRESS

533 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1928

STYLE

Commercial

Building History

Part of a group of five auto-related buildings designed and built by contractor Frank A. Rumery along this block of Forest Avenue between 1927 and 1928 (see description of overall Studebaker Block), the Studebaker Automobile Dealership at 533 Forest Avenue was built in 1928 for the Hennings Motor Company. Rumery's redevelopment of this section of Forest Avenue was part of a larger plan to redevelop the former expansive Ricker estate following the loss of the Ricker mansion in the mid 1920's. The buildings at 517, 525 and 533 Forest were physically connected at the rear. Two other Rumery-designed buildings at 495 and 501 Forest were also joined at the rear. At 533, the Studebaker brand's logo depicting a "Studebaker" banner spread across a spoked wheel still remains at the apex of the parapet gable; this structure is therefore considered the primary building of the three adjoining structures on Forest Avenue. Together, these buildings form an "E", with the shorter arms oriented perpendicular to Forest Avenue. Behind the long connected section of the buildings is the dealership's associated garage, located alone on the small alley of Indian Lane.

The Hennings Motor Company, formerly Gray-Son Motor Company and Waterville Motor Company, sold Studebaker and Erskine motor cars. Prior to its location at 533 Forest Avenue, its salesroom was at the edge of the Deering neighborhood at 26 Forest Ave while its main office and service department were on Allen Avenue in Morrill's Corner. In 1929 it appears to have shared its space at 533 Forest Avenue with a dentist's office. Hennings had moved to 511 Forest Avenue by 1934 and the building was then occupied by Couri Motor Company, a dealer in Pontiacs and later also GMCs, Tempests, and Vauxhalls. Couri still owned 533 Forest Avenue in 1969 and had acquired the neighboring 525 Forest Avenue building in 1955.

Harold Wiley Pontiac joined with Couri, and in 1981, sold the building to Young's Furniture. This sale required alterations to the structure to accommodate a retail furniture business, such as the addition of a loading dock. Today it is occupied by Skillful Home Recreation, an outdoor furniture retailer.

Architectural Description

533 Forest is a two-story brick structure. In this respect the building breaks with the typical pattern on Forest of one-story auto showrooms. At the ground floor level, the building features the classic three-bay façade composition associated with this building type: two large window openings (originally with single plate glass windows) flanking a center entrance. At the second floor level, four evenly spaced tall windows are located on either side of a larger opening in the center of the façade. The center opening is framed with cast stone; cast stone is also used for the upper floor window sills and the narrow projecting band that delineates the parapet from the main building façade. A flat roofed building, the roof parapet features a centered triangular gable within which is the cast stone Studebaker logo. A decorative pattern of variously projecting headers in the Flemish bond brickwork creates a textured masonry surface. This textured masonry is repeated on the adjoining buildings at 525 and 517 Forest Avenue.



Both of the building's side elevations are exposed to view. The southeast elevation is separated from the adjoining structure at 525 by a driveway that leads back to a deeply recessed connector that links the buildings. A garage door at the center of the connector faces the street. On the opposite side of the building, a surface parking lot immediately abutting the building exposes the elevation to view. As is typical of auto showrooms, the large showroom windows of the front façade are continued for one bay on the northwest elevation and three bays on the south east elevation. (The windows have been bricked in on the southeast elevation, but the openings and cast stone headers are still evident.) The upper story window pattern established on the front façade continues on the side elevations as well.

Alterations and Additions since Construction

The Studebaker Automobile Dealership building was constructed after the City's 1924 photodocumentation initiative and we do not have other early photographs to confirm its original appearance. Despite the lack of documentation to confirm the building's original appearance, it is clear that the building's form and general façade composition, as well as most of its architectural details, remain intact. Typical of commercial structures, the ground floor windows and entry have been replaced with new windows and doors, but the character-defining openings remain unchanged. The building remains in well-preserved condition and contributes to the visual character of the street and automotive history of Forest Avenue.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early views of 533 Forest will be added to this inventory form.



JOHN S. GOFF CHEVROLET BUILDING

ADDRESS

525 Forest Avenue

Architect

Frank A. Rumery

DATES

1927-28

Style

Commercial

Building History

Although the John S. Goff Chevrolet Company building does not carry the mark of a specific automobile company on its façade, it is both physically and stylistically linked to its neighbor, the Studebaker Automobile Showroom at 533 Forest Avenue and is part of a grouping of three connected showrooms built by Frank Rumery in 1928. (See description of larger Studebaker Block.)

John S. Goff Chevrolet Company owned the building from 1927 until 1935; by 1955 the business had relocated to 628 Congress Street. In 1944, both 525 and 517 Forest Avenue held US Army Quarters. The structure at 525 Forest Avenue was still used by the US Army as a sales office in 1945 and was acquired in 1955 by Couri Motor Company, who had already occupied 533 Forest Avenue for 20 years. The building currently serves as a gym.

Architectural Description

A one-story structure with a shallow pitched gable roof, the roof form of the showroom building at 525 Forest is fairly unique. (Most first-generation showrooms featured a flat roof, usually with a parapet to provide some additional building height and architectural interest.) The shallow gable end that faces the street features a wide window opening above the first floor with two mulled multi-lite windows. A heavy frame around the window opening draws further attention to the center. The gable also features a step at the center which further emphasizes this architectural element. At the two ends of the façade, the brick extends to suggest projecting piers that frame the center gable.

As with the Studebaker Dealership building at 533 Forest, the Goff Company building features an exterior of Flemish bond brickwork with irregularly-parapet detailing. In this building, the ends of these extending bricks are brought closer to the façade than at 533 Forest Avenue. The Goff Building also shares its overall form and decorative elements with the one+ story building at 517 Forest Avenue. Unifying details include the cast stone ornamentation above the side bays, the low-pitched roof with slight parapet detailing and the multi-lite fenestration centered in the gable.

Typical of this building type, the front façade's ground floor is three bays wide with two large showroom windows flanking a center entrance. It is evident from remaining headers that both side elevations also featured two showroom windows at the leading corners of the building; the openings have been infilled.

Note that the spacing between the Goff building and its connected neighbor at 517 is wider than the spacing between the Goff building and the Studebaker Dealership building at 533. This wider spacing accommodates two garage entrance set back from the street. The garage for 525 Forest is located at grade; at 517, a driveway leads down to a below-grade garage.

Alterations and Additions since Construction

As is typical of commercial structures, the ground floor windows and entry have been replaced with new windows and doors, but the character-defining wide openings remain unchanged. Openings on the side elevations are infilled, but still evident. The building remains in well-preserved condition and contributes to the visual character of the street and automotive history of Forest Avenue.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early view of 525 Forest will be added to this inventory form.



CLIFTON R. SHAW AUTOMOBILE DEALERSHIP

ADDRESS

517 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1928

STYLE

Commercial

Building History

Clifton R. Shaw Automobiles relocated from 365 Forest Avenue to 517 Forest Avenue when the latter building was constructed in 1928. This building is the third in the group of three structures geographically and aesthetically related to the Studebaker Automobile Dealership at 533 Forest Avenue. Connected to 525 Forest Avenue at the rear of the structure, it demonstrates a strongly shared form, scale, and ornamentation program with this neighboring building and also draws on the stylistic motifs of the Studebaker Automobile Dealership at 533 Forest Avenue.

Unlike its adjoining buildings, this structure was not consistently occupied. It was occupied by Fred's Motor Transportation Company in 1934 but lay vacant in 1935. In 1944, 517 and 525 Forest Avenue were utilized as US Army Quarters. The car dealership of Nash-Brown Incorporated and the Pattison Automobile Company, who marketed Dodge-Plymouth automobiles, operated at 517 Forest Avenue in 1945 and 1955 respectively, but by 1965 this location was again vacant. It currently serves as a dance studio for Casco Bay Movers.

Architectural Description

As with 525 Forest Avenue, the one story structure's low-pitched parapet gable roof emphasizes its horizontality and there is a multi-light window centered in the gable. Slightly projecting brick headers interrupt the Flemish bond pattern in an irregular decoration, a motif that is repeated in each of the three related buildings. The degree of this façade ornamentation is less pronounced than it is on its neighboring buildings.

As with its “twin” building at 525 Forest, the showroom portion of the building is clearly defined and exhibits the greatest architectural interest. The pier projections above the roofline, clearly evident on the southwest side elevation, terminate at a certain depth. Larger window openings also extend to this point on the side elevations. Beyond this point, the building takes on a more utilitarian appearance.

On the 517 Forest facade, the original height of the showroom windows is clearly evident, as there is no canopy obscuring the original openings. The top portion of the windows has been infilled with spandrel glass, however and the once-expansively wide individual showroom windows are broken into narrower mullied panes.

On the northeast side of the building, a driveway leads down to a below-grade garage entry below the building connector. In this respect, 517 is different from the other buildings in this grouping.

Alterations and Additions since Construction

But for typical alterations cited above, the building still retains its original form and classic façade composition, as well as its key architectural details. The building continues to convey its original use and its close visual and function relationship to its neighbors adds additional interest.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early view of 517 Forest will be added to this inventory form.



STUDEBAKER GARAGE

ADDRESS

44 Indian Lane

Architect

Frank A. Rumery

DATES

1928

Style

Commercial

This structure sits behind the Studebaker Automobile Block and is thought to have been constructed for use as the dealership's garage. Today it is the sole building with an address on Indian Lane, a small alley that runs parallel to Forest Avenue, and it would have been part of the Ricker Park redevelopment. The one story concrete block building has a side ell and a flat roof with a parapet detail that mimics the roofs of 525 and 517 Forest Avenue. The mix of concrete and wooden structural elements is still visible in the open garage interior. It is currently used as a parking garage for the Ricker Park apartment complex.



The Great Atlantic & Pacific Tea Co. Store

ADDRESS

617 Forest Avenue

ARCHITECT

unknown

DATES

1915

STYLE

19th/20th Century Revival

Building History

The building at 617 Forest Avenue was built in 1915 as a mixed-use structure. The mixed-use nature of the building reveals the fact that this portion of Forest Avenue was transitioning from a largely residential area at the turn of the century to an increasingly commercial one. The building is located at the corner of Arlington Place, a short dead end residential street known in the late 19th century as Belmont Place. In 1917, William Oxnard sold the lot with buildings to Mina and Abbie Ambrose. Abbie Ambrose was the widow of Edward Ambrose, a Readfield attorney who died in 1915. Daughter Mina worked as a high school teacher and later was the assistant principal of Cape Elizabeth high School. The family does not appear to have lived in the building, rather using it as an investment property.

The shop front of the three-story building was first occupied by the Great Atlantic and Pacific Tea Company, a national grocery chain later known as the A&P. The company was founded in 1859 in New York City. In 1915 the company had 1600 stores nationwide. The upper portion of the building was occupied by two five-room apartments that were rented for \$35/month in 1924 .

The building was sold by the Ambrose family in 1923 to Joseph Kalil (1886-1959) of Portland. Joseph immigrated to Portland in 1904 from Lebanon. Joseph and his wife Ida lived upstairs and Joseph's dry goods store was in the storefront below for several years before he became a travelling salesman.

The shopfront was occupied by C.F. Cook and Sons, a meat and provisions dealer in the 1930s-1950s. Today the second floor, which was built for residential use, is leased as office space.

Architectural Description

The building is a three story brick structure with a flat roof. The façade features a projecting two-story faceted bay that is centered on the façade. The storefront originally featured a recessed central entrance flanked by two storefront windows. Today, the storefront consists of a recessed side entry with one large storefront window with two large mulled windows over a recessed wood panel base. The entry to the upper floors is located to the right of the storefront, as it has been since the building was constructed. The building features a projecting cornice supported by a deep frieze and modillions. The east elevation, which is exposed due to the building's corner location, features pairs of mulled windows in the center and single windows on each side. All windows are topped by decorative brick lintels. A curious smaller window opening near the leading corner of the building retains its original pedimented roof. The second floor unit is now leased as office space. The building's brick exterior features fine mortar joints, typical of early twentieth century masonry.

Alterations and Additions since 1924

While the storefront and upper story entrances have been altered, the building retains most of its character - defining details including the bay details, the projecting cornice and modillions, and the unique temple framed window on the Arlington Place façade. These details and the building form and massing contribute to the character of Woodfords Corner and the Forest Avenue corridor.



617-619 Forest Avenue in 1924.



617 Forest, southeast elevation



Darling-Kidder Motor Car Company

ADDRESS

630 Forest Avenue

ARCHITECT

unknown

DATES

1917

STYLE

Vernacular

Building History

Originally occupied by the Darling-Kidder Automobile Dealership, the brick building at 630 Forest Avenue was built 1916-1917. It is one of several early automobile related businesses on the length of Forest Avenue that would become known as Portland's Auto Row.

Darling-Kidder was established in 1916 as a joint venture between Veranus Darling of Auburn and Myron Kidder of Portland. The partnership was short lived dissolving in 1919. Veranus Darling was a pioneer in Maine's automobile business. Initially an owner in a bicycle shop, he was a natural mechanic that seized on the opportunity presented by the new auto industry. He established the second automobile dealership in Maine and became the state agent for Reo motor cars. He also served as the director of the Maine Auto Dealers' Association. Veranus Darling died in 1924 and his son Elmer Darling succeeded him in the Darling Automobile Company.

In 1919 Myron D. Kidder moved the REO auto and truck dealership to 343-349 Forest Avenue. REO Motor Car Company was established in Lansing, MI in 1905. It was founded by Ransom E. Olds, founder of the Olds Motor Vehicle Company, later Oldsmobile. In 1910 REO added trucks to their manufacturing and in 1936 switched their focus solely to truck manufacturing.

The building was subsequently occupied by Chandler Motors of Maine, distributors of the Chandler and Cleveland Motor Cars, and Regent Motor Sales, Inc., a new and used car dealership. In the 1940s the former showroom and automobile service center was converted to a retail shop for Tom Taylors, a men's clothing shop.



1924 tax photo of the Darling-Kidder building

Architectural description

A one story commercial block located at the corner of Forest Ave. and Revere Street, the building takes advantage of its corner location by wrapping the corner with a curved façade. Tall, wide commercial windows with multi-lite transoms are separated by stout brick piers. The building features a deep frieze band below a projecting horizontal cornice. Above the cornice is a parapet which is punctuated by projections that continue from the projecting brick piers below. The entry, which is recessed, is on the Forest Avenue façade.

Alterations, Additions since construction

A rear addition was introduced some years after the building's original construction and does not contribute to the building's significance. It is recessive in appearance, however, and does not compete with the original structure. The break between the original structure and the addition is discernible on the Revere Street elevation. Other changes include the wrapping or coating of the original brick parapet, visible in the 1924 photo. Alteration to the parapet had the effect of altering the proportions of the building. Windows and doors have been replaced as well, although a number of the original divided-lite wood transom windows remain at the west end of the building.

Although 630 Forest has undergone exterior changes, particularly within the storefront bays, the building retains its original façade composition and bay spacing, as well as a number of its key architectural details, including several of its original divided-light transoms, its cornice, and strong brick piers. The former auto showroom building still clearly conveys its association with Forest Avenue's automotive history and continues to contribute to the visual character of Woodford's Corner and the Forest Avenue corridor.

IN THE TRADE

EASTERN STATES

MAINE—PORTLAND.—One of the Reo Motor Car Co.'s progressive dealers, the Darling-Kidder Co., has recently moved into its new, thoroughly up-to-date building, built especially for the housing and sale of Reo cars and trucks. The new quarters occupies a lot of about 5,000 square feet, and cost about \$20,000. The salesroom is at the right hand side of the building and the service station, which will accommodate 15 to 20 cars, is on the left. Especially attractive is the twelve-foot sidewalk around the building, and parking spaces, between the concrete walk and the curb.

From the February 23, 1918 publication of
Automobile Topics

Darling-Kidder Company

V. S. DARLING, Pres. M. D. KIDDER, Treas. and Man.

"HOME OF THE REO"

SALES SERVICES

Cumberland and York County Distributors

REO MOTOR CARS AND TRUCKS



Aerial view showing footprint of later addition



ODD FELLOWS BLOCK

ADDRESS

643-651 Forest Avenue

ARCHITECT

F. H. Fassett & E. F. Fassett

DATES

1897

STYLE

Italianate

Building History

Built in 1897, the Odd Fellows Block was designed by Francis H. Fassett and his son Edward F. Fassett, well-known Portland architects of the time. Francis H. Fassett heavily influenced the architectural heritage of Portland through his use of the Victorian High Gothic, Queen Anne, and Italianate styles. Most famous for his grand residences, churches, and civic architecture, Fassett and his son designed this building for the Independent Order of Odd Fellows in the Italianate style.

The Independent Order of Odd Fellows is a fraternal organization with roots in 18th Century England. The charitable and service-based values held by the Odd Fellows may be visible in the variety of functions their building could accommodate. The 1926 Portland City Directory describes a multipurpose space that allowed for commercial tenants such as dentists and a tailor as well as gathering spaces for Masons and the Odd Fellows themselves in addition to an area for the Second Church of Christ (Scientist). By 1955, the uses seem to have been pared, with only one dentist on record, and halls only for the Masons and Odd Fellows. The Odd Fellows also owned the building at 645 Forest Avenue, adjacent to the rear of the main Block, which served as a bank and offices, and a social hall in downtown Portland at 21 Forest Avenue.

Considered majestic when the building was completed in 1897, the citizens of a then-independent town of Deering wished for it to serve as their town hall; Portland annexed Deering by an Act of the legislature in 1899 and had two separate city councils for one transitional year, before fully absorbing Deering's government in 1900.



Architectural Description

The Odd Fellows Block is a four story red brick flatiron structure that sits at the center of Woodfords Corner and stands as the prominent anchor of the main intersection of Forest Avenue, Woodford Street, and Deering Avenue due to its overall scale, corner-oriented clock tower and architectural interest. The tower, with its Doric columns and cupola, rises well above the flat roof. Below the cornice on the Forest Avenue frontage, light bricks form the letters “I. O. O. F. Block”.

The upper floors of the building feature a regular pattern of fenestration, with arched-topped windows on the second and third floors and semi-circular-topped windows on the fourth. At the corner facing the intersection, the windows openings are wider, with paired windows. Projecting brick piers divide the upper floors into bays. The decorative brickwork in stringcourses, window lintels, panels between floors, and a Greek key motif at the frieze beneath the cornice further enliven the building elevations. The deeply projecting cornice, which is supported by wood brackets, breaks at the corner, which emphasizes the vertical tower element facing Woodford’s Corner.

The two ends of the Forest Avenue elevation, though similar in treatment, are architecturally differentiated. The break between the two treatments occurs near the center of the façade where two brick piers define what was likely a building entrance at the ground floor level. Between the piers at the second floor level is an oval cast stone plaque with the date of the building and the initials “I.O.O.F.”. To the south (right), second floor windows repeat as on the left side of the elevation, but taller windows span the third and fourth floors, providing a distinctly vertical emphasis. Beyond the main four-story block, the building steps down to a two-story structure that is distinguished by a different frieze/cornice treatment.

At the ground floor, an intermediate cornice/sign band divided the base of the building from the upper floors. This cornice terminates just before the two storefronts at the south end of the Forest Ave. elevation.

Today the ground floor level features a variety of window and entry treatments. At the corner entry are a pair of contemporary steel doors. On the north (left) side of the Forest Avenue elevation are a series of square window openings infilled with three mullied windows. At the south end of this elevation are two storefronts, each with their own door/window pattern. The storefront on the left features a recessed center entry flanked by two faceted storefront windows. The storefront on the right features a recessed entry at the left, with a single broad storefront window on the right. The storefront window extends closer to the ground. A tall infill panel is located above each storefront, likely covering an area that once featured a transom window and sign panel.

The Woodford Street elevation is less detailed than the Forest Avenue elevation and appears to have been treated as a secondary elevation from the building's construction (see photo). The windows are more widely spaced and some of the brick detailing (e.g. the brick piers) have been eliminated. At the ground floor level are a series of widely spaced horizontal window openings infilled with three-lite mullied windows. A metal fire escape is attached to this elevation.

The flatiron form of the Odd Fellows Block is repeated in a more conservative manner at the Chapman Building on the opposite side of Forest Avenue, built seventeen years later, and interpreted in a modern architectural vocabulary in the diagonally-facing Mid-Century Modernist building across the main intersection. These structures serve as the architectural cornerstones of Woodford's Corner and form a gateway for those approaching the City of Portland from the north.

Alterations and Additions since Construction

As the building has been in the ownership of a non-profit organization, it was not documented as part of the 1924 tax reevaluation. Additional photographs in the IOOF's archives will be helpful in confirming the nature and scope of alterations made since the building's construction. The most evident alterations are to the main entrance that faces Woodford's Corner and to the ground floor in general. Original upper floor windows have been replaced as well, but the openings remain unchanged. On the rear elevation, some window openings have been bricked in and door openings infilled with steel doors. Notwithstanding these changes, the building remains in well-preserved condition thanks to the stewardship of the Odd Fellows. The most recent initiative of the organization was the restoration of the building's signature clock tower.



Google Earth



CHAPMAN BLOCK

ADDRESS

648 Forest Avenue

ARCHITECT

unknown

DATES

C. 1916

STYLE

Italianate

Building History

The flatiron building at 648 Forest was constructed circa 1916. According to the 1924 tax records, the building was owned by Albion L. Chapman as of that date. Presumably, the building was built for Mr. Chapman as he and his partner George Wyman were local to Woodford's Corner and had an apothecary at 552-554 Deering Avenue on the corner of Forest and Deering Avenues in 1900. The architect is not known. This block should not be confused with the Chapman Building at 447 Congress on the peninsula, often referred to as the Time & Temperature Building.

The Chapman Block has housed a variety of occupants over its history. In 1926, a milliner named Alberta L. Stickney and the Deering Loan and Building Association both operated from the Chapman Block's office spaces. Nearly ten years later the building's resident businesses had expanded to include a beauty shop, physician and dentist offices, a real estate and insurance agency, and a music teacher. Virginia Sweetser taught music in this building for at least ten years until 1936.

The Chapman Block also accommodated several eateries over the years, a function it has shared with the Modernist structure located across the busy Woodford's Corner intersection at 660 Forest Avenue. This building housed the former Valle's Sandwich Shop from 1964 to 1966 and remained an integral part of the region's food service industry in its capacity as the Valle corporate headquarters until 2000. In the 1970s, Woodford's Tavern occupied space within the Chapman Block; today, the building accommodates the Bayou Kitchen restaurant.

In 1967, the upper floors of the Chapman Block changed use from office space to apartments and interior alterations were necessary. Bayou Kitchen expanded into space previously occupied by a tattoo parlor in 2011, which required significant interior remodeling.

Architectural Description

The Chapman Block is a three story brick flatiron structure. Stacked bay windows on the second and third levels dominate the building's façade which faces the Woodfords Corner intersection. The bays, which are ornamented with decorative panels in wood and brick, project well beyond a recessed entryway at the ground floor. Abutting this entry are storefront windows on either side that extend a short distance around the building corners. Beyond this point on both the Forest Avenue and Deering Avenue elevations are brick fields that separate the "nose" of the building from the storefronts that face the respective streets. This separation is reinforced by the treatment of the cornice separating the ground floor from the upper floors. The cornice stops at the corner and picks up again above the storefronts on the side elevations.

On the Forest Avenue elevation is a building entrance with sidelight and a storefront with recessed entry. To the right of the building entrance are two boarded-up window openings and another single storefront window. The ground floor of the Deering Avenue elevation features a single storefront with recessed entry and a single window. On this elevation the solid brick field is wider, but is enhanced by two decorative flush panels.

The upper floors feature punched window openings of vertical proportions. Some windows are grouped in two's or three's and others are single openings. The current windows are one-over-one and it is likely that they were one-over-one when built, given the era of construction. Flat cast stone lintels cap the second floor windows; the third floor windows openings have arched panels above with arched brick lintels. A decorative band of vertically-oriented bricks run between the third floor windows, adding visual interest. A deep cornice of cast stone with a parapet above terminate the building at the roofline. Immediately below the projecting cornice is decorative brickwork. The roof itself is flat.

In form, orientation and general architectural expression, the Chapman Block complements the earlier Odd Fellows flatiron block across the street, but is more modest in scale and architectural detail. The pairing of the two flatiron blocks forms a gateway when entering Portland along Forest Avenue from the north.

Alterations and Additions since Construction

The Chapman Block remains in relatively unaltered condition. A number of the upper floor windows have been replaced, as have some components of the storefronts (e.g. transoms and bulkheads), but the prominent bays facing Woodfords Corner retain their original detail and the overall composition of each façade remains unchanged. Enough original elements remain to guide a future rehabilitation effort. It should be noted that partial repointing was completed in the recent past; the repointing is not consistent with the original masonry.





Forest Avenue elevation of Chapman Block



Deering Avenue elevation



VALLE'S SANDWICH SHOP

ADDRESS

660 Forest Avenue

ARCHITECT

William Nelson Jacobs Associates

DATES

1964

STYLE

Modern/Contemporary

Building History

The building at 660 Forest Avenue was purpose-built in 1964 to house Valle's Sandwich Shop, a short-lived smaller-scale arm of Valle's Steak House. Valle's Steak House operated from 1933 to 2000 and was a very successful regional restaurant with 25 locations along the East Coast.

Donald Della Valle emigrated from Italy to Portland in 1912 and opened the 12-seat Valle's Café in the Woodford's Corner area at the end of Prohibition in 1933. The first steak house, located at 660 Forest Avenue after World War II, was a one story building and contained a large sign projecting from the flat roof above the front door (see photo). In 1960, the restaurant business was moved from this location in Woodford's Corner to Brighton Avenue and in 1962, Valle was granted permission to demolish a theater adjacent to his Woodford's Corner lot with the notation, "Land to be built on later". The current structure was built on the site of the former steak house and theater in 1964 and operated as a sandwich shop for a short period, before serving as the corporate offices for Valle's Steak House from 1966 until 2000.

As with the current building, the space at the rear of the earlier structure was shared with another commercial enterprise; in 1950, the popular New England chain Benjamin Franklin general store occupied the secondary space and today the commercial space in the rear ell is used by a combination dry cleaners and tanning salon.

Architectural Description

The building was designed by the Boston-based firm of William Nelson Jacobs Associates and remains one of Portland's few extant and largely unaltered Modern/Contemporary structures.

Located in the center of Woodford's Corner, this Mid-Century Modern building faces the Chapman Building and the block erected for the Independent Order of Odd Fellows across the main intersection of Forest Avenue, Woodford Street, and Deering Avenue. Although distinct in both scale and architectural style from these older structures, the building at 660 Forest Avenue echoes their flatiron facades in its diagonally-oriented placement on the corner. Its dynamic positioning re-interprets their strong street level presence with a projecting three bay façade, large floor-to-ceiling windows capped with a tripartite parallel gable roof, and exaggerated angular overhangs. Other Valle's locations also featured this unique three-bay façade and exaggerated roofline, a characteristic referenced in the company's mid-century logo . The rear ell of the building, which features a simple box-like massing and a flat roof, is a nondescript, secondary component of the overall structure, exhibiting none of the architectural exuberance of the corner element.

Alterations, Additions since Construction

Since the building's construction, no major alterations have taken place.



Previous structure on site

VALLE'S
STEAK HOUSE



660 Forest Ave



Engine Company No. 8 Firehouse

ADDRESS

536 Deering Avenue

ARCHITECT

unknown

DATES

1907

STYLE

19th/20th Century

Building History

The former Engine Company No. 8 Firehouse is located at 536 Deering Avenue, in close proximity to the Woodford's Corner intersection. Currently the site of Big Sky Bread Company, the firehouse was built in 1907 to serve the surrounding Deering neighborhood and operated as a firehouse until 1967.

Woodford's Corner had an active fire-fighting group starting in 1873, two years after the formation of the town of Deering. This fire brigade was called the Woodford's Engine Company and by 1889 it occupied space in Lewis Hall at 165 Woodford Street, sharing the building with the Deering Town Offices and another fire company, Ladder Company Four. When the City of Portland annexed Deering in 1899, the resulting integration and reorganization of fire companies saw the brigade at Woodford's Corner become Portland's Engine Company Eight. In 1907 Ladder Company Four moved to a newly-constructed firehouse close to Morrill's Corner on Arbor Street and Engine No. 8 transferred to the purpose-built brick fire station at 536 Deering Avenue.

The Engine Company No. Eight Firehouse played an important role in the Portland Fire Department. In 1916, it was the first station in Portland to put a motorized fire truck into service. It was the headquarters for the City's District Two Fire Chief from 1909 until its closure. Engine Company No. 8 remained an active fire department company at 536 Deering Avenue until 1967 when the engine company was relocated, along with the District Chief's offices, to North Deering.

After the engine company relocated to North Deering in 1967, the City of Portland leased the unoccupied firehouse to the Children's Theatre of Maine in 1971 for a period of five years at the cost of one dollar. This change of use necessitated some interior modifications, such as the removal of the fire pole and the addition of a metal fire escape. Following the Theatre's leasing period, the firehouse was used by the City for storage but remained vacant until a private owner bought the building in 1994. The building's current tenant, Big Sky Bread Company, moved into the space the same year.

Architectural Description

The building is a two story brick structure with a flat roof. Although the building is simple and straightforward in its massing, the level of architectural detail belies the functional nature of its use. The façade features a pair of two-story tall openings separated by a center brick pier. At the ground floor level are garage doors and above are three mullioned one-over-one windows. Separating the doors and the windows above are three square wood panels featuring a decorative cross-brace detail. This detail also appeared in the station's original doors—see historic photos. At the center of the façade a flagpole is mounted at the second story level and extends well above the roofline. The deeply overhanging cornice is supported by brackets and the frieze is ornamented with dentils. The brickwork itself is an important character-defining feature with narrow mortar joints that give the masonry a very uniform appearance. This type of brickwork was popular in the early 20th century. The "Engine 8" sign that can be seen in historic images is no longer hanging on the façade. A siren tower was erected on the roof in 1951.

The side elevations feature simple punched window openings, the placement of which reflecting the interior layout more than a strict adherence to architectural uniformity. The one-over-one windows feature rusticated granite sills and lintels of soldier course brick. Behind the main block of the building is a rear ell that is set back from the main block's side elevation. The decorative cornice continues around the entire ell. The ell's south elevation features a garage door opening with steel header and a large loft opening with projecting hoisting arm. Given the building's location at the corner of Deering Avenue and Revere Street, the building's entire south elevation is clearly visible. The rear elevation of the ell is also visible; the window openings on the rear have been bricked in.

Additions and Alterations since Construction

As a municipal, tax-exempt structure, the firehouse was not included in the 1924 tax revaluation and therefore no photograph was taken. Fortunately, other early photos exist to confirm its original appearance. From those photos we know the original appearance of the firehouse doors. These have been replaced with more contemporary doors that feature a high degree of glazing. But for the door replacement, the building retains its original features and is in well preserved condition thanks to a major rehabilitation by the current owner in 1994. It remains an important landmark in the Woodford's Corner/Deering neighborhood.



Engine Company No. 8 Firehouse circa 1912. Maine Historical Society Image.



Building in 1994, when City sold it to current owner.



View of building from Revere Street

Forest Ave. Public Comments



Friends of Woodfords Corner
c/o 57 Revere Street
Portland, ME 04103

07/23/19

Julia Sheridan, Chair
Historic Preservation Board
City of Portland

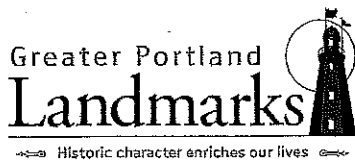
Dear Ms. Sheridan and board members:

As a Main Streets affiliate organization established in 2015, the Friends of Woodfords Corner (FWC) supports economic development in the context of historic preservation, as it is one of the tenets of National Main Streets movement. Specifically, FWC supports the City of Portland's historic designation of certain properties in Woodfords Corner for a number of reasons:

- **Historic preservation has a proven track record** of promoting community and economic development by creating jobs, preserving historic buildings, and bringing new vitalities to our communities.
- **The Historic Preservation Tax Credit has helped revitalize communities and properties** across Maine and throughout the United States.
- Properties so designated are **eligible for receiving State and Federal Historic Preservation Tax Credits**
- This designation, and the tax credit, have enabled a flexible approach to preservation that has **stimulated significant economic growth through private investment** and the creation of new jobs.
- Through use of the tax credit, **owners of designated properties can save a great deal of money on improvements they make** to their properties (up to 40% on qualified rehabilitation expenses).
- In Maine, since the program began in 2002, investment in Main Streets communities has demonstrated a **Return on Investment (ROI) of \$20.18 to 1.**

Outcomes from Application of Historic Preservation Tax Credits (HTC) in Maine Since 2008
(From a 2017 article in Maine Biz)

- ✓ 83 HTC projects
- ✓ 5,180 new jobs



23 July 2019

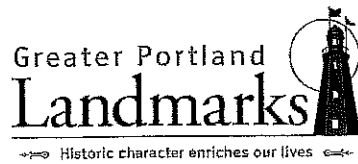
Chair Sheridan and Members of the Historic Preservation Board,

Greater Portland Landmarks urges you to find the seventeen nominated buildings along Forest Avenue eligible for landmark designation and formally recommend their designation to the Portland City Council. The nominated resources include a number of architecturally significant buildings and several iconic buildings that tell the story of Forest Avenue's development history. Included are a significant number of early twentieth century buildings occupied by new car dealers, used car dealers, parts suppliers, and auto repair shops that earned Forest Avenue its moniker as Portland's "Auto Row".

Landmarks feels strongly that the existing provision of the Historic Preservation Ordinance, combined with the summary narrative included with the descriptive individual property forms, provides adequate protection, guidance, and flexibility for future review of the proposed landmark properties without any changes to the Land Use Code:

- We do not support amending the site plan provision regarding the "100-foot rule" as we strongly believe that all development adjacent to a designated individual landmark within the city should follow the same rules. The flexibility in the design standards and the eclectic nature of the context along Forest Avenue are sufficient to allow opportunities for a variety of architectural solutions on abutting parcels.
- We do not support amending the historic preservation ordinance to create an exception that only readily visible alterations or additions be subject to review. Most of the proposed landmarks are visible on two or more sides from public ways and many share a common party wall with another structure. Again, we strongly believe that all designated individual landmarks within the city should be subject to the same rules. We believe the summary narrative included with the staff report describes the intended limits of review sufficient to inform future applicants and board members.
- We do not support amending the historic preservation ordinance to address the issue of building heights. We believe the summary narrative included with the staff report describes the intention of the board to review the manner of how an applicant proposes to achieve an allowed building height in a way that is sufficient to inform future applicants and board members.
- We do feel that it is appropriate to update the Historic Resources Design Manual to reflect not only the options for adding additional floors or partial redevelopment, but to include recent projects approved by the board that illustrate these and other design standards.

We encourage the board to include in the designation narrative a clarifying statement regarding the review of



alterations to discourage "facadism" when considering proposals for partial demolition. For example:

"The historic preservation ordinance allows for consideration of partial demolition of a designated structure for redevelopment where removal of that portion of the property would not materially diminish the identified architectural," *character defining features and would retain a sufficient amount of the original property so that the essential form and integrity of the historic property is not impaired.*

As several of the building owners have pointed out, they are doing excellent work to maintain or improve their buildings. The intent of landmark designation is not to penalize them, but to celebrate their good stewardship and to identify these landmarks as buildings of value in our city's streetscapes. We believe the city's proposed designations support the public interest by enhancing Woodford Corner's character as a destination business district, establishing a preferred development pattern to be emulated in future developments and incentivizing opportunities for economic redevelopment along the corridor.

Thank you for considering our views.

Julie Larry
Director of Advocacy

Alta Vista LLC
495 Forest Avenue
Portland, Maine 04101

July 24, 2019

Chair Sheridan
Members of the Historic Preservation Committee

We have received multiple letters and attended multiple workshops regarding the nomination of 495 Forest Avenue and its proposed designation as a historic building. Deb Andrews, Historic Preservation Program Manager, and the Historic Preservation Board have communicated appropriately and hosted significant opportunities for public comment. We have attended nearly all of the public sessions. Thank you.

Since attending public workshops, a site visit, and a site specific planning department meeting, our message to the board has been consistent. Beginning May 14, 2019 a request has been publicly and openly to be withdrawn from consideration.

Today, July 23, 2019 is the public hearing. We request that the HP board review the public testimony and the testimony of the owners regarding 495 Forest Avenue. Based on information gathered to date, the testimony provided at workshops and testimony by email, *we formally and respectfully request to be withdrawn for designation consideration at this time.*

Please see a brief timeline of events that we have based our request upon:

- April 4, 2017 - Purchased 495 Avenue.
- April - February 2018 - Invested significantly in renovations to preserve and upgrade the structure.
- March 19, 2019 - First formal notice for potential designation.
- April 3, 2019 - Attended Workshop Preliminary Review of Proposed Historic Designation by HP Manager Deborah Andrews.
- April 17, 2019 - Attended presentation by Planning Director Christine Grimando.
- April 24, 2019 - Met with HP Manager Deborah Andrews at 495 Forest Avenue to gain perspective, understanding and education on process.
- May 6, 2019 - Received letter of formal nomination by Chair Sheridan and member Pollard.
- May 9, 2019 - Met with Planning Director Christine Grimando at City Hall to gain an understanding of how planning, codes, ordinances, comprehensive plan, potential future development... combine with HP and how this can help or burden the future of the property
- May 14, 2019 - sent email to HP board - requesting to be withdrawn from consideration.
- May 15, 2019 - workshop with HP board - request to be withdrawn from consideration
- June 19, 2019 - workshop with HP board - request to be withdrawn from consideration
- July 29, 2019 - workshop with HP - this workshop was not attended due to repetition
- July 24, 2019 - Public Hearing HP board - request to be withdrawn from consideration

Thank you.

Sheila and Adam Nappi

Please support 17 potential landmark buildings along Forest Avenue.

nancy montgomery <nm@nmontgomerydesign.com>

Jul 24, 2019 1:20 PM

Posted in group: **Planning and Urban Development**

Honorable Planning Board Members,

Historic preservation enriches our lives.

As a long time resident of Portland, living a block away from Forest Avenue, I strongly urge your support for the landmark designation of the 17 vital buildings.

It is perhaps ironic that Forest Avenue developed along with the automobile. And today stands in danger of being swamped by the same. It would be so easy for this entrance to the city to fall into a development cycle that would soon make it just another busy, characterless street. The kind of street you see all across this land and not the kind of street that adds value to the fabric of our lives.

And this fabric is not purely aesthetic or backward looking. It has economic value. As we see as Portland today reaps the benefits of years of preservation efforts.

To see the new life coming to Woodfords is so encouraging. The citizens are working so hard to preserve and create a sense of place. It is working. New businesses are coming. Restaurants, bakeries, galleries are making this more desirable by the day. And the new intersection with its public art shows that forces of government are also playing a critical role.

But this progress is fragile. Your vote could go a long way to holding on to these resources that will only over time grown in value and help springboard this once overlooked stretch of street into yet another reason so many of us choose to live and work here in this very special place.

Thank you for your consideration. It is greatly appreciated.

Jack Vreeland and Nancy Montgomery
Montgomery Design
447 Deering Ave., Portland, ME 04103
207 879 9152

jackvreeland@gmail.com
nm@nmontgomerydesign.com

Forest Ave., etc.

Pamela White <whiteangeffa@gmail.com>

Jul 20, 2019 12:54 PM

Posted in group: **Planning and Urban Development**

Please recommend the preservation of landmark buildings on July 24th at the meeting. I hope the building owners and everyone will be on board to save these historic buildings.

Our city is changing very rapidly, especially along the waterfront. I'm thankful for the work of the Portland Hx. Soc., but we need to continue to value the past we love, as we grow. Thank you, Pamela of South Portland.

—
Pamela J. White

On Friday, July 19, 2019 at 7:49:40 AM UTC-4, Lauritzen, Amanda L. wrote:

Hello,

I am writing in support of designating landmarks on Forest Avenue, as from the email I received earlier this morning.

Thank you,

Amanda Lauritzen

On Friday, July 19, 2019 at 10:17:51 AM UTC-4, Loren Coleman wrote:

Dear Planning Members:

I wish to record my support for your positive consideration of the designation of 17 potential landmark buildings along Forest Avenue between Woodfords Corner and I-295. The designation would assist in the preservation of these significant examples of vanishing architecture in Portland.

I especially point to the mid century modern design of 660 Forest Avenue, which continues to vanish in contemporary renovations.

Thank you,

Loren

Loren Coleman, Founder and Director Emeritus

International Cryptozoology Museum

4 Thompson's Point Road, Suite 106

Portland, Maine 04102

USA

On Friday, July 19, 2019 at 10:04:57 AM UTC-4, Grace Braley wrote:

Ever since I moved here, I've been intrigued with Forest Avenue.

I think there are traffic and parking issues the city could address, and once I worked out my own plan.

These buildings are fascinating, and I often wonder what the history and expectations were as they got built and used. Their structure sets a tone or a style for this wide business street.

solid, not cluttered, not too high, dignified.....

Please landmark them.

If there are ways to avoid over-constraint on those who use them -- obviously, should.

Grace Braley



Deb Andrews <dga@portlandmaine.gov>

536 Deering Avenue withdrawal request from Historic Preservation designation

1 message

Michael Kaplan <KaplanCompany@msn.com>
 To: Deborah Andrews <dga@portlandmaine.gov>

Fri, Jun 21, 2019 at 12:14 PM

To Deb Andrews and the City of Portland Historic Preservation Board:

We are requesting the building at 536 Deering Avenue be withdrawn from Historic Preservation designation and confirmation this has been done.

For approximately 27 years, we (Martha Elkus {the owner of Big Sky Bread Company}, the building at 536 Deering Avenue, KAPLAN 536 LLC and the people in the neighborhood) have all gotten along very well without an extra layer of City of Portland Historic Preservation Board overseeing, managing, dictating to us. That is a very long time. You can see from the pictures and engineering study how the City of Portland maintained the building when the City of Portland owned and maintained the building at 536 Deering Avenue. At three of the previous City of Portland Historic Preservation Board meeting in multiple rooms at City Hall the heat was on very high and the windows were opened to adjust the temperature. As I understand it this waste of money and environmentally unfriendly way of adjusting the temperature in a room has happened every fall, winter and spring; day after day, week after week, year after year, decade after decade and most likely will continue year after year, decade after decade into the future. We do not need people who are from away and do not own property in Portland to manage and oversee our property. We are requesting the building at 536 Deering Avenue be withdrawn from Historic Preservation designation not only for myself but for my sons who were born in Portland and grew up in the house I have been living in since 1965 (54 years) which is a few streets away from 536 Deering Avenue and my sons are currently help managing and will eventually own the building. Dealing with City of Portland Historic Preservation Board will add expenses (extra fees) delays (waiting for one more layer of government approval) that we have proven over the last 27 years that we do not need or deserve to have to deal with. We are very capable of managing 536 Deering Avenue without the current City of Portland Historic Preservation Board and future board members dictating to us their opinion on managing our well maintained and efficiently run property. We do not want any historic tax credits from the federal, state or city governments. We have always paid our real estate taxes, storm water fees, sewer and water invoices, downtown district tax and annual apartment inspection fees when they are due. We have never been late for 54 years. We would greatly prefer not to waste our time and energy attending another 5 pm City of Portland Historic Board meeting, having to get up and say the same thing we said at the last meetings and ending up with nothing being accomplished. Its stressful, a waste and inefficient use of my time. We have done nothing wrong to be treated like this.

We are attaching the pictures of the building at 536 Deering Avenue showing the condition of the building when we bought from the City of Portland. We are also attaching the engineering study, that the City of Portland paid for, reviewing the condition of the building prior to the City of Portland selling it to us. We are also attaching the Greater Portland Landmarks award that the Martha Elkus & Bill Harris and we received without any City of Portland Historic Preservation Board oversight and newspaper article further describing the building's condition while the City of Portland owned it. We are requesting that you show these pictures, City of Portland engineering study and Greater Portland Landmarks letter and award certificate and newspaper article on the projection screen and in all of the information packets when discussing 536 Deering Avenue at all of the future meetings. Please confirm that you will be showing on the projection screen and include in all of the information packets when discussing 536 Deering Avenue

7/24/2019

City of Portland Mail - 536 Deering Avenue withdrawal request from Historic Preservation designation

all of the attachments at all of the future meetings. If you refuse to comply with our request you will leave us no alternative but to spend and waste more time and more expense of going to Staples and having everything enlarged and put on white backer boards to present at each of the future meetings.

We are requesting the building at 536 Deering Avenue be withdrawn from Historic Preservation designation and confirmation this has been done.

Michael Kaplan
KAPLAN 536 LLC
49 Ocean Avenue
Portland, ME 04103-5722
telephone 207.774.9492
kaplancompany@msn.com

3 attachments

-  **Scan engineering review and GPL award 6.20.19.pdf**
5600K
-  **Scan 536 Deering pictures of building as sold by City of Portland.pdf**
2761K
-  **Scan newspaper article 536 Deering 6.20.19.pdf**
1678K

P.O. Box 432, South Freeport, Maine 04078 207/865-9289

Mr. Richard Lauck
Portland Public Works
55 Portland St.
Portland, ME 04101

Re: Old Woodfords Fire Station *offer on behalf of Gutting*

At your request we have reviewed the structural capacity of the framing at the Old Woodfords Fire Station. Our findings are based of a field review of the building done with Emmett Mead from your department. Our findings are as follows:

- A. The fire station is boarded up, with no electrical, heating or ventilation systems operating. The roof membrane has failed, allowing rainwater to enter the structure in several areas.
- B. Plaster and drywall used as interior finishes are heavily water damaged and probably not salvageable. Wood paneling used as an interior finish has been stained. These stains appear to be caused by molds, and could possibly be repaired. Several areas of wood paneling may have been damaged by fungus and may require replacement.
*New Electrical & Mechanical Co.
Baker & Co. →*
- C. Wood floor deck has absorbed large amounts of moisture. Deterioration of the deck indicates that wood has absorbed moisture beyond its fiber saturation point. Swelling and buckling of floor deck members and fungal attack to the wet wood indicates that the wood floors will have to be replaced if the building is renovated.
- D. Mold stains (powdery appearance) on floor and roof joists are common throughout the building. Mold stains do not present a structural hazard. Fungal stains (cottony appearance) were observed to a lesser extent at floor and roof joists. Fungal stains were concentrated in the 1st floor joist exposed in the basement. Deterioration from fungal attack included a water-soaked appearance and visible signs of decay. Floor and roof joists will have to be reinforced at areas of decay if the building is renovated.
- E. Decay due to fungal attack is common at wood beams supporting floors and roof. In many cases rotted wood could be scraped off the surface of the beams. Most wood beams in the building will have to be replaced if the building is renovated.
- F. Masonry walls are in good condition. No settling or cracking of brickwork was noted.

1. THE PROBLEM IS THE PROBLEM
 2. THE PROBLEM IS THE PROBLEM
 3. THE PROBLEM IS THE PROBLEM
 4. THE PROBLEM IS THE PROBLEM
 5. THE PROBLEM IS THE PROBLEM
 6. THE PROBLEM IS THE PROBLEM
 7. THE PROBLEM IS THE PROBLEM
 8. THE PROBLEM IS THE PROBLEM
 9. THE PROBLEM IS THE PROBLEM
 10. THE PROBLEM IS THE PROBLEM

Old Woodfords Fire Station
Framing Review

Part II - Structural Review

- A. 1st floor joists are rough cut 2 x 12's @ 17" to 18" o.c.
2nd floor joists are rough cut 2 x 10's @ 17" to 18" o.c.
Roof joists are rough cut 2 x 10's @ 24" o.c.

<u>span</u>	<u>original capacity</u>	<u>remarks</u>
14 ft. or less (floor)	90 - 300 psf	reinf. decayed joists
17' - 0" (floor)	85 psf	add add'l bearing to reduce span
14 ft. or less (roof)	75 - 120 psf	reinf. decayed joists

- B. 1st floor beams are full size 6 x 12 and 8 x 12.
2nd floor beams are full size 6 x 10.
Roof beams are full size 6 x 10 and 4 1/2 x 9 3/4.

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
6 x 12 - 8'-6" (floor)	107 psf	fungus decay noted
8 x 12 - 8'-6" (floor)	50 psf	fungus decay noted, supports wood bearing wall above
8 x 12 - 11'-0" (floor)	100 psf	fungus decay noted
6 x 10 - 8'-6" (floor)	80 psf	fungus decay noted, supported by hanger from roof
6 x 10 - 12'-3" (floor)	35 psf	fungus decay noted, supported by hanger from roof
6 x 10 - 15'-3" (roof)	15 psf	fungus decay noted, supporting 2nd floor hanger loads
6 x 10 - 9'-6" (roof)	150 psf	fungus decay noted
4 1/2" x 9 3/4" - 8'-10" (roof)	60 psf	fungus decay noted
4 1/2" x 9 3/4" - 12'-3" (roof)	35 psf	fungus decay noted

- C. Wood bearing walls are rough cut 2 x 4's @ 16" o.c.

<u>span</u>	<u>original capacity</u>	<u>remarks</u>
13'-9"	80 psf	supports floor & roof

Old Woodfords Fire Station
Framing Review

D. Wood posts:

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
6" x 6" - 13'-9"	120 psf	supports floor & roof
6" O.D. - 13'-9"	70 psf	supports floor & roof

E. Steel beams:

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
15" deep - 25'-0"	100 psf	
8" deep - 13'-9"	90 psf	beams added to shore 1st floor section loss due to rust

F. Steel posts:

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
5" O.D. - 5'-8"	800 psf	posts added to shore 1st floor section loss due to rust
4" O.D. - 6'-1"	600 psf	beams added to shore 1st floor section loss due to rust
TS 10 x 5 - 13'-9"	200 psf	

Part III - Recommendations

- A. Renovate property as soon as possible. Existing conditions will lead to additional decay of wood framing. Decay will accelerate as temperature in the building rises above freezing. Renovations must include roof and window repairs that would make the building watertight and a ventilation system that would provide air exchange and dry out the existing framing.
- B. Remove all existing sheathing, decks and finishes. Reinforce wood joists at any areas of fungal decay. Replace wood beams in building with new steel or glue-laminated wood beams designed for code loading for future occupancy. Reinforce wood studs and posts where under code load capacity.
- C. Install new heating and ventilation system, with any required ductwork. Install new electrical and fire protection service. Install watertight exterior windows and doors.
- D. Replace decks and sheathing with new plywood. Remove existing roof and insulation. Roof deck may have to be replaced when roof is torn off. Install new fully adhered EPDM membrane roof on new insulation.

Old Woodfords Fire Station
Framing Review

- E. Interior finish work should be done after all structural, mechanical and electrical renovations are completed.
- F. Renovations should include providing handicap access to the building as required under Maine and Federal law.
- G. This investigation did not include any survey for toxic substances or hazardous waste. A specialist environmental consultant should survey the site and report on existing conditions.

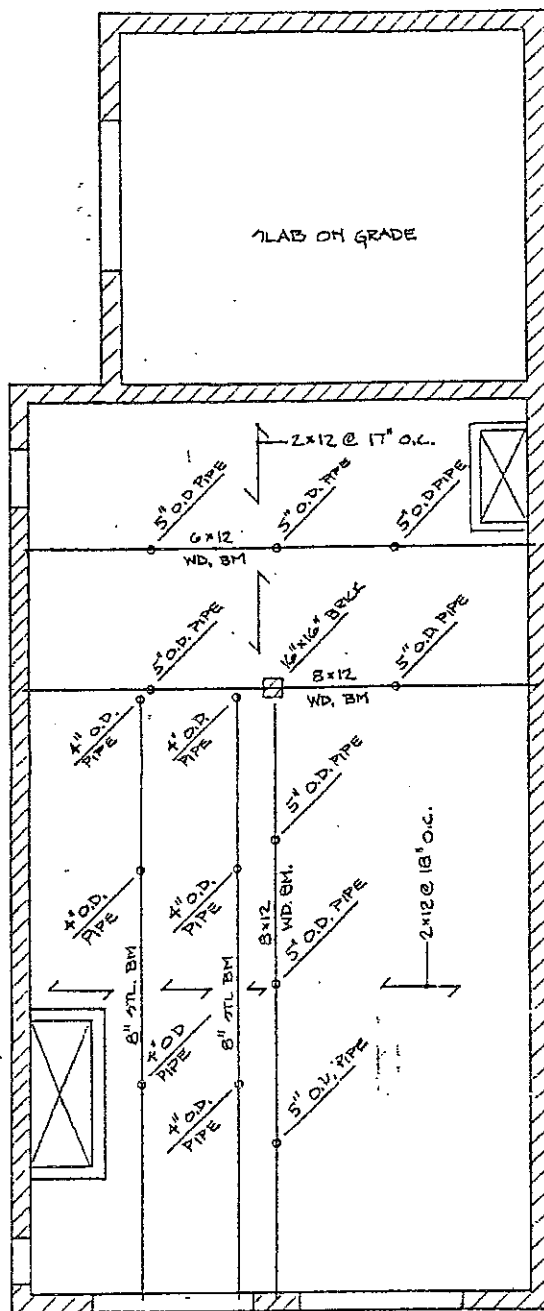
We have enclosed sketches of existing framing as noted in the field. Interior partitions are not shown. Framing details should be verified during renovation work.

Thank you for the opportunity to be of service. If you wish to go through the building to view specific areas of deterioration, please contact me to arrange a site visit. If you have any questions on the report, please call.

Sincerely,



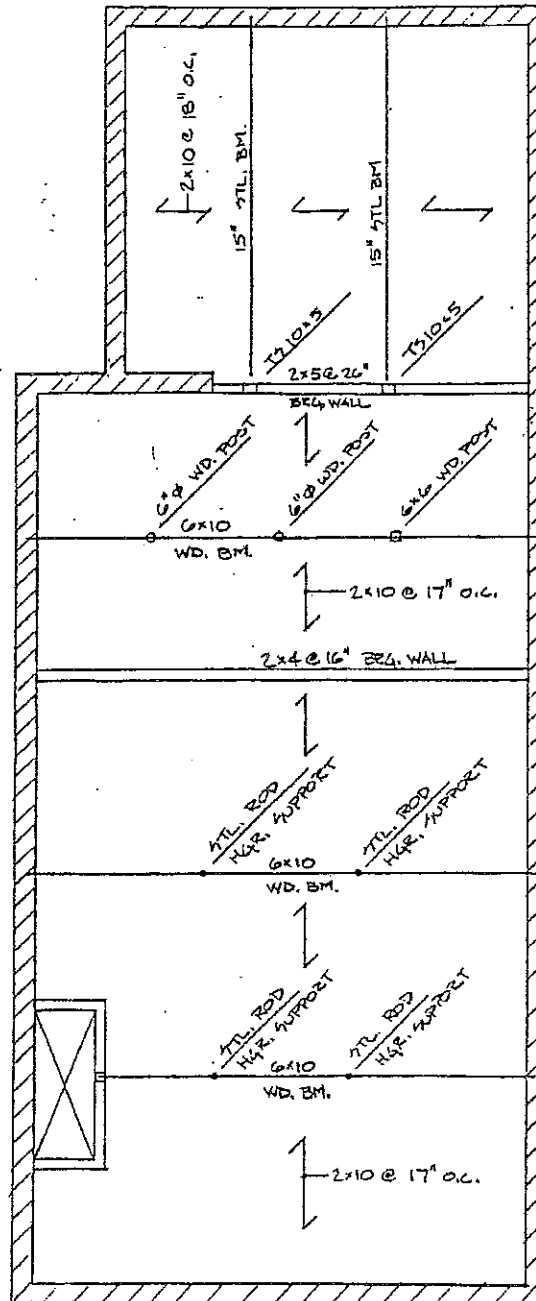
Michael W. Claus, P.E.



OLD WOODFORD'S FIRE STATION

1/ FL. + 7'-0" ±

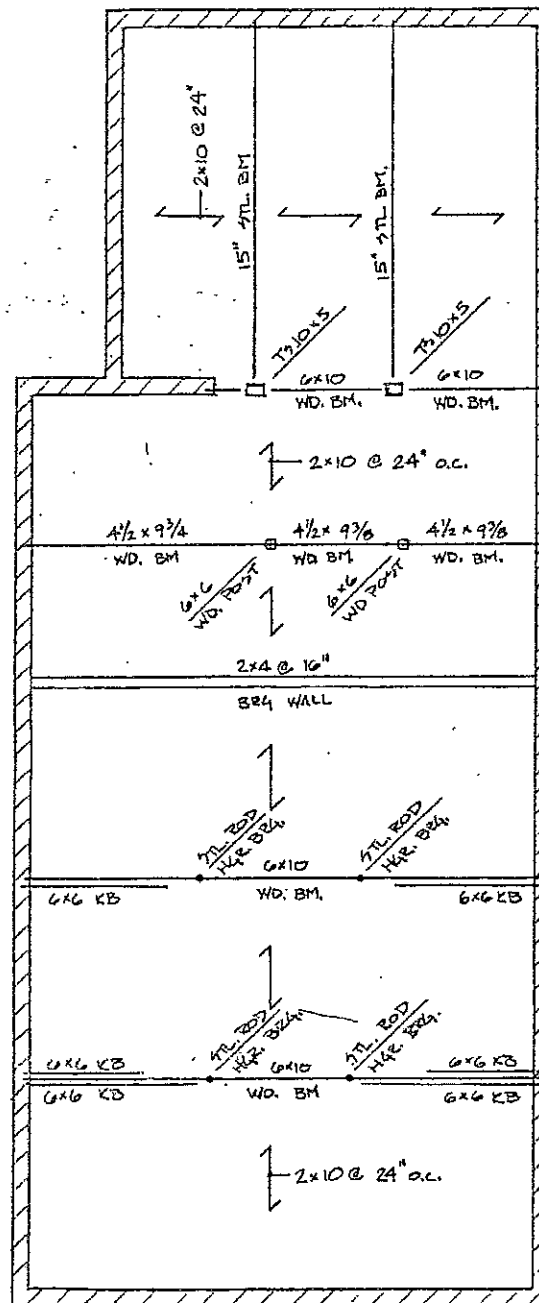
FIRST FLOOR FRAMING
1/6" = 1'-0"

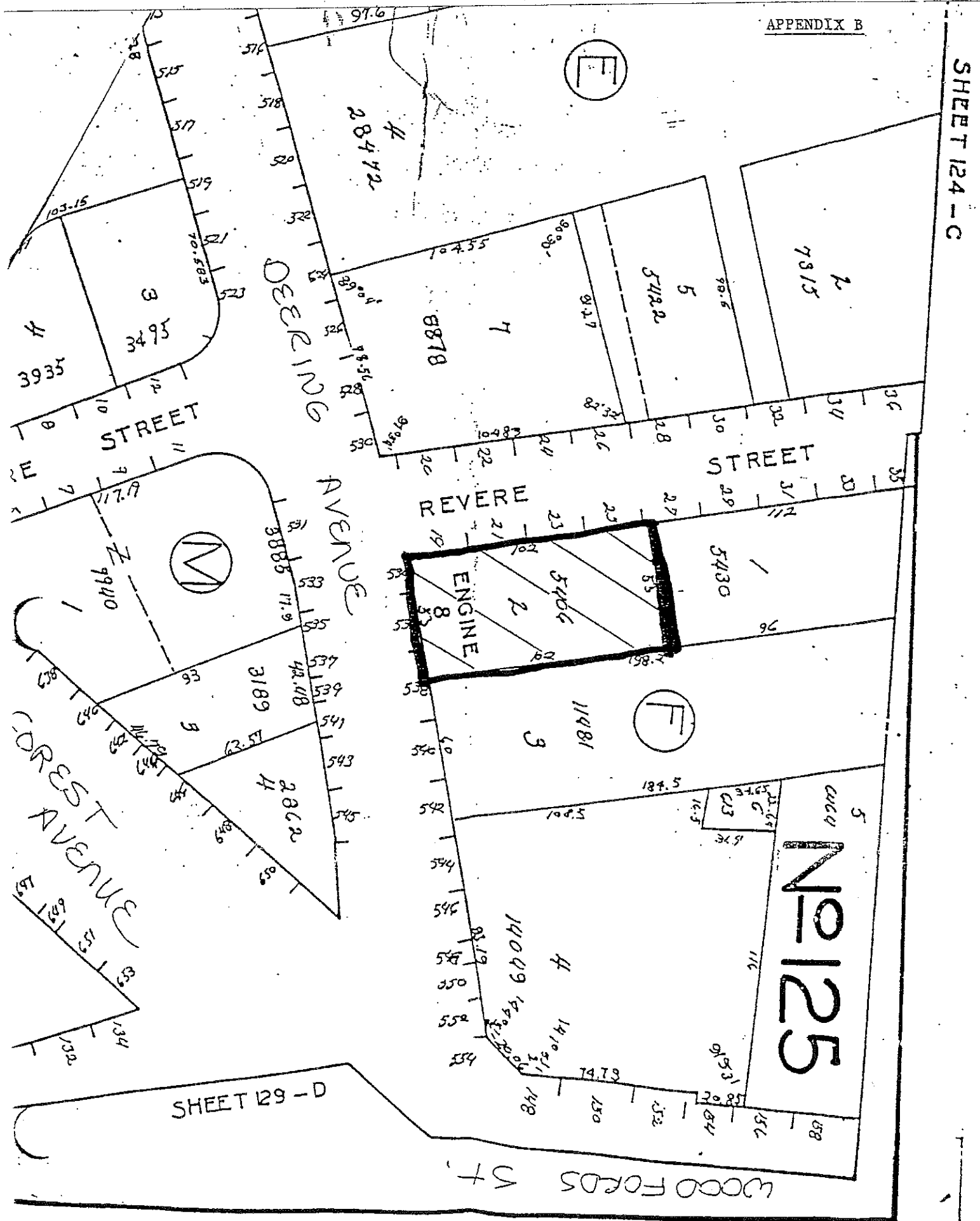


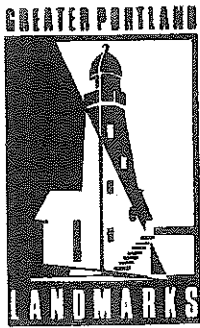
T/ FL + 21'-4" ±

SECOND FLOOR FRAMING
1/8" = 1'-0"

OLD WOODFORDS FIRE STATION







165 State Street
Portland, Maine 04101
207-774-5561

OFFICERS

Victoria Bonebakker
President
Victoria Loring
Treasurer & Secretary
Eric D. Altholz
V.P. Administration
Nancy V. Montgomery
V.P. Communications
Lynn Shaffer
V.P. Development
Robin L. Neely
V.P. Preservation Services
Margaret C. Morfit
V.P. Programs
Linda J. Murrin
V.P. Public Policy
Alice Spencer
V.P. School Programs
John W. Ryan
At Large
The Very Rev. Stephen W. Foote
Past President

TRUSTEES

Leo Amato
Hilary D. Bassett
Kathryn Buxton
Malcolm L. Collins
Joseph Conforti
John J. Evans
Roger Gilmore
Carol S. Goloff
Buell Heminway
Edward A. Hobler
Mallory Kirk Marshall
Nancy N. Masterton
Philippa Morton
Diane Nolan
Kris Sahouchik
Marjorie Shaw
Alan Smiles
Duncan Smith
Candice Thornton
Barbara A. Vestal
William B. Williamson
Stephen W. Weatherhead
Donald N. Zilman

Trustee Emerita
Frances W. Peabody

Martha B. Deprez
Executive Director

May 30, 1995

Michael Kaplan
Big Sky Bread Company
536 Deering Avenue
Portland, ME 04103

Dear Mr. Kaplan:

Each year at its annual meeting, Greater Portland Landmarks recognizes individuals, firms, or organizations that have made an outstanding contribution in the area of historic preservation, community revitalization, architecture, or urban planning.

Landmarks' Board of Trustees have voted Big Sky Bread Company as this year's outstanding adaptive re-use project. We will present an Annual Award to recognize the imaginative rehabilitation of the historic Deering Fire Station which, until recently, stood vacant and endangered.

Annual Meeting is scheduled for Tuesday, June 20 at the Casino on Little Diamond Island, leaving from Casco Bay Lines at 5:45 pm. An invitation is enclosed. The business meeting and annual awards presentation will begin on arrival at the island, followed by an island cottage and garden tour by Dr. Harold Hackett, refreshments, and dinner. The ferry will arrive back at the dock at 8:45. We hope that you, Martha Elkus, and Bill Harris will be our guests. Please let me know if you will be able to attend.

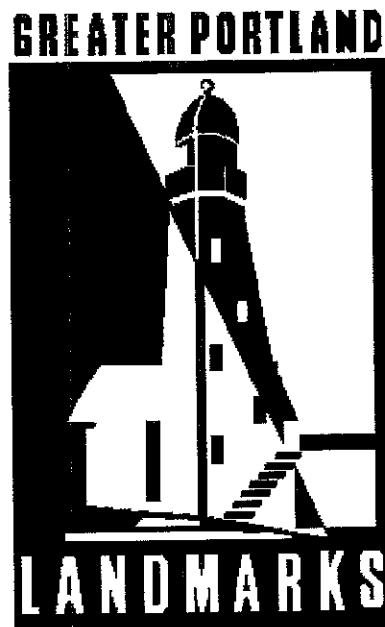
We are delighted with the fine preservation of the Big Sky Bread Company and look forward to recognizing this excellent project.

Sincerely,

Martha B. Deprez

Martha B. Deprez
Executive Director

Enclosure



This award is presented to

**Michael Kaplan
Martha Elkus and William D. Harris**

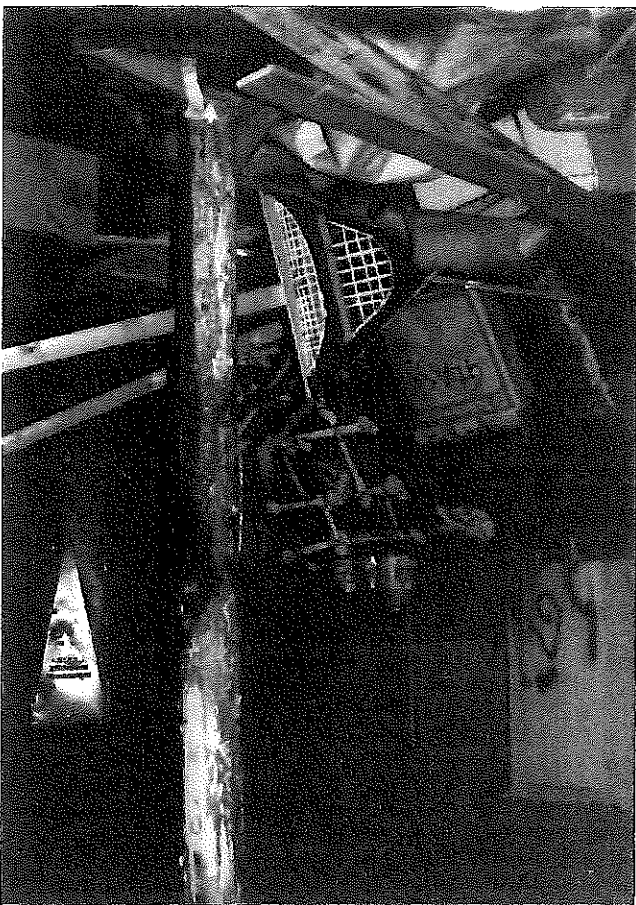
Optimism, creativity, and imagination have enabled owner Michael Kaplan and tenants Martha Elkus and William D. Harris to successfully rehabilitate the historic Deering Fire Station. Their commitment to create the Big Sky Bread Company transformed a deteriorating underutilized structure, recently threatened with demolition, to productive service as exceptional commercial space. Respectful of the building's historic features, the owner and tenants have created a model adaptive use of one of Portland's unique historic resources.

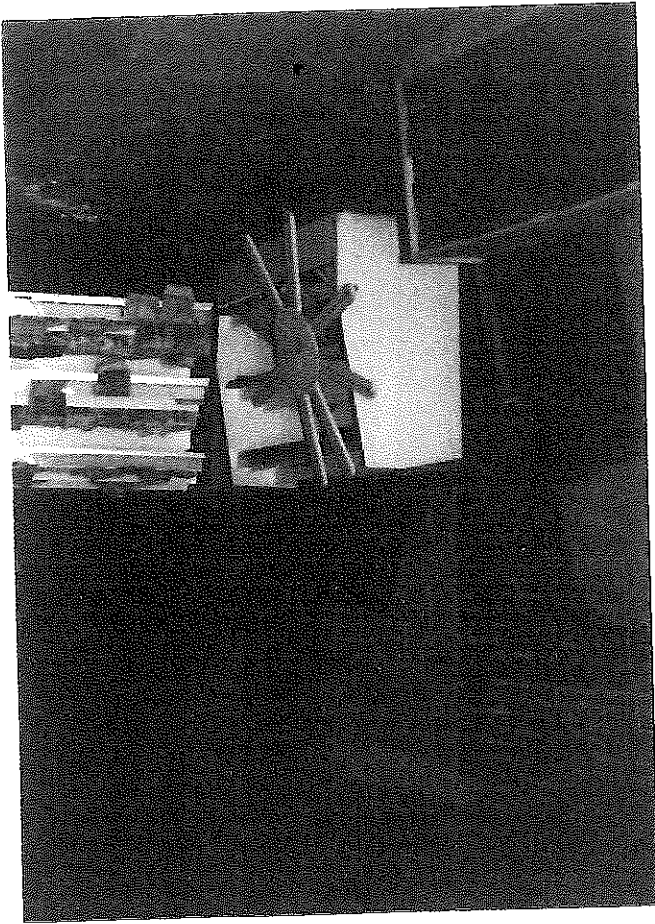
Victoria Bonebakker
President

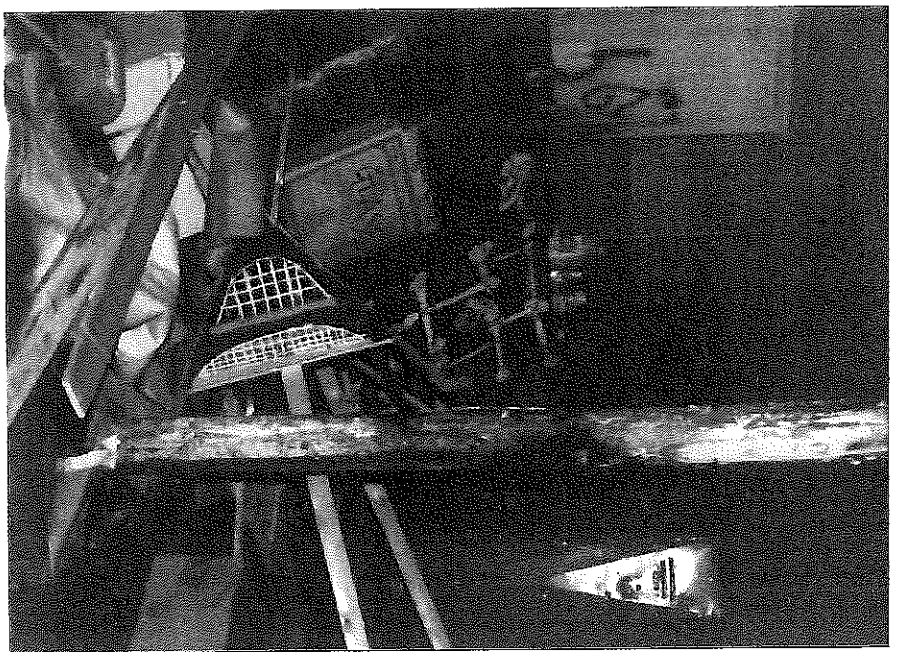
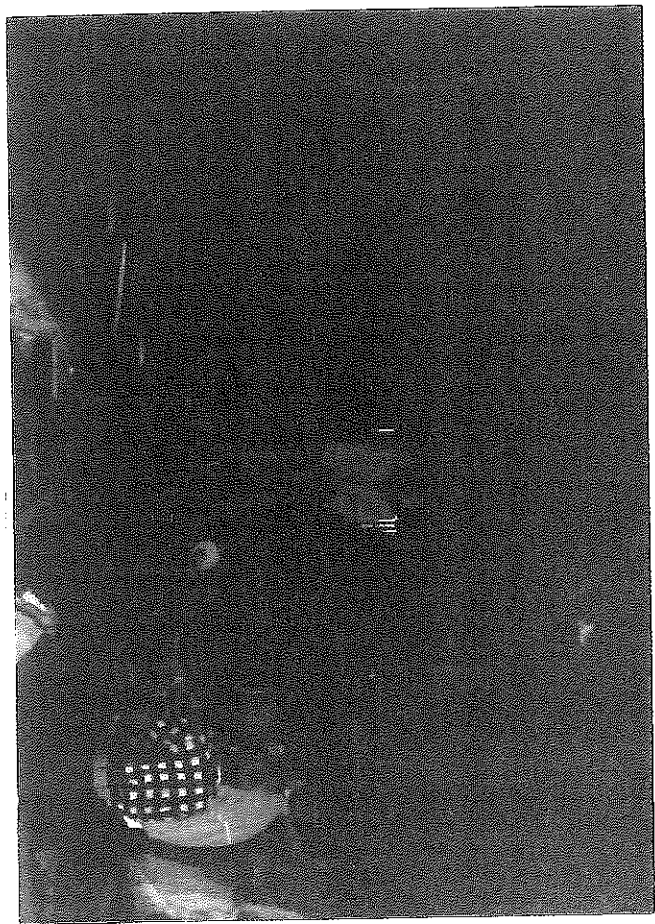
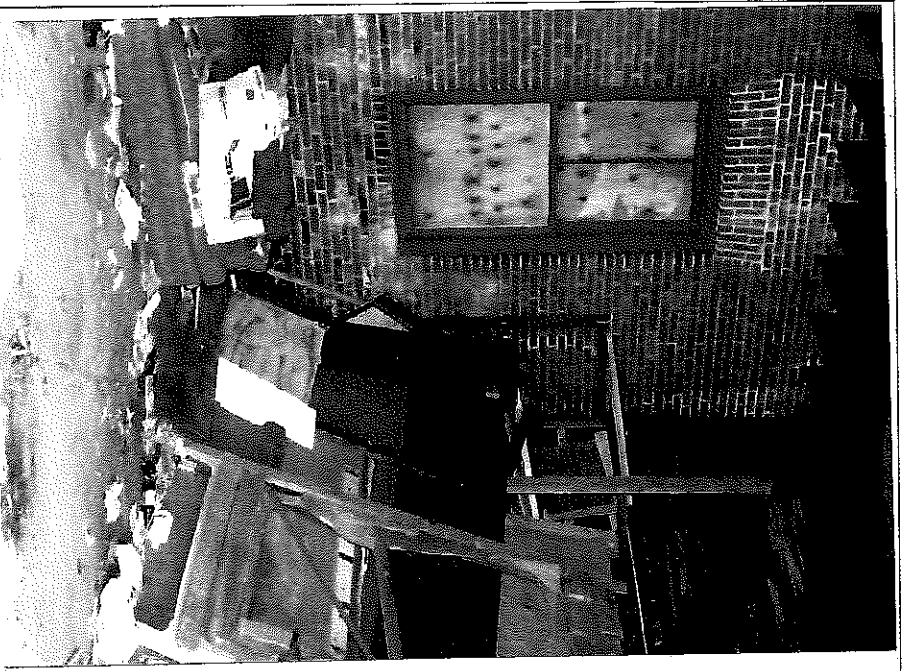
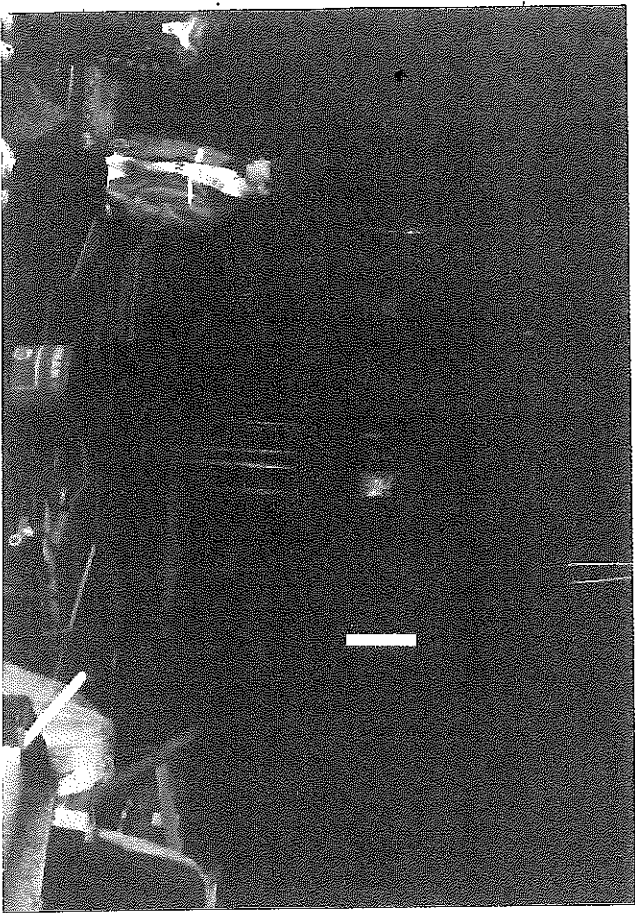
Martha B. Deprez
Executive Director

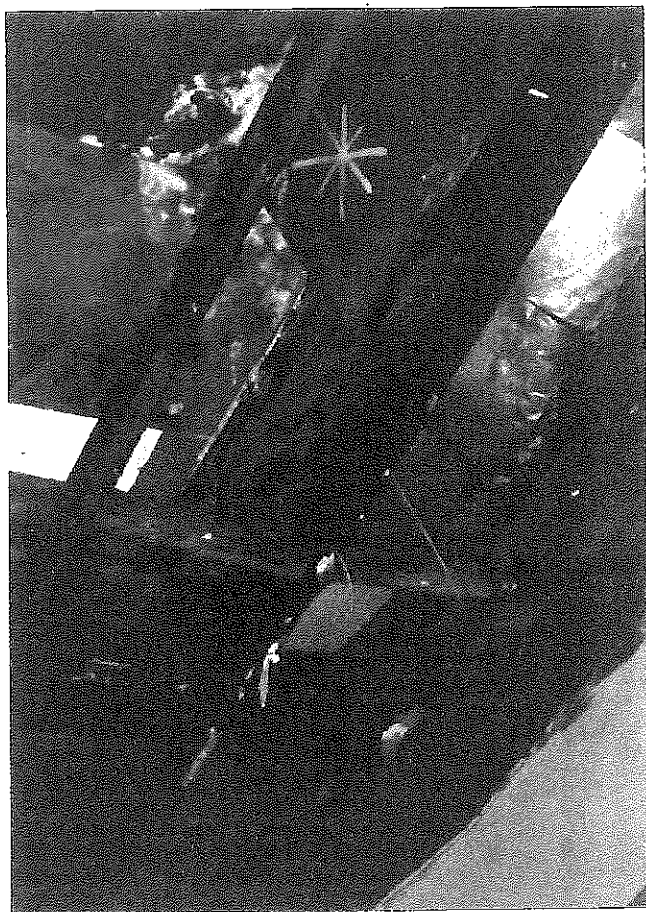
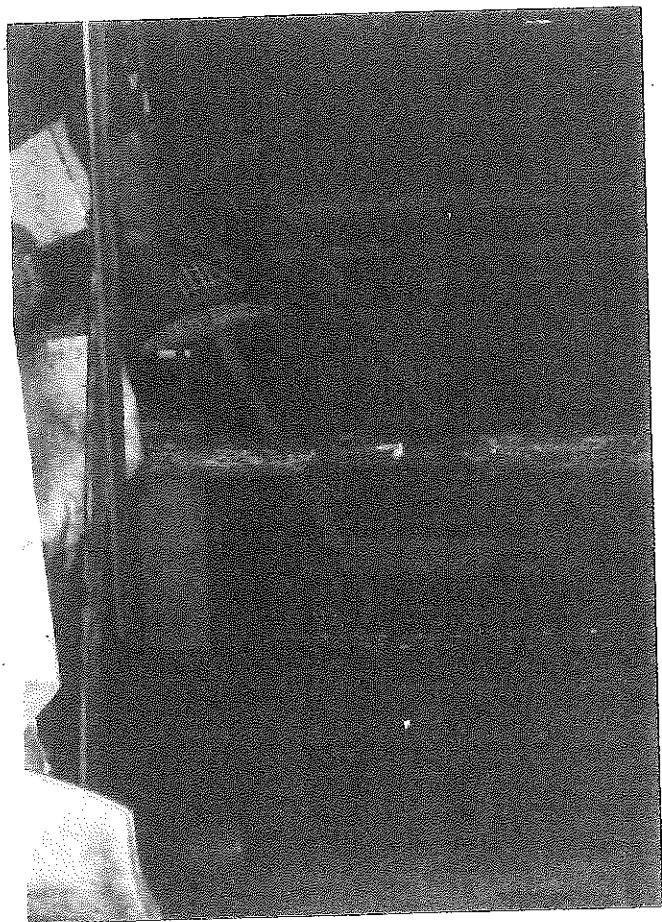
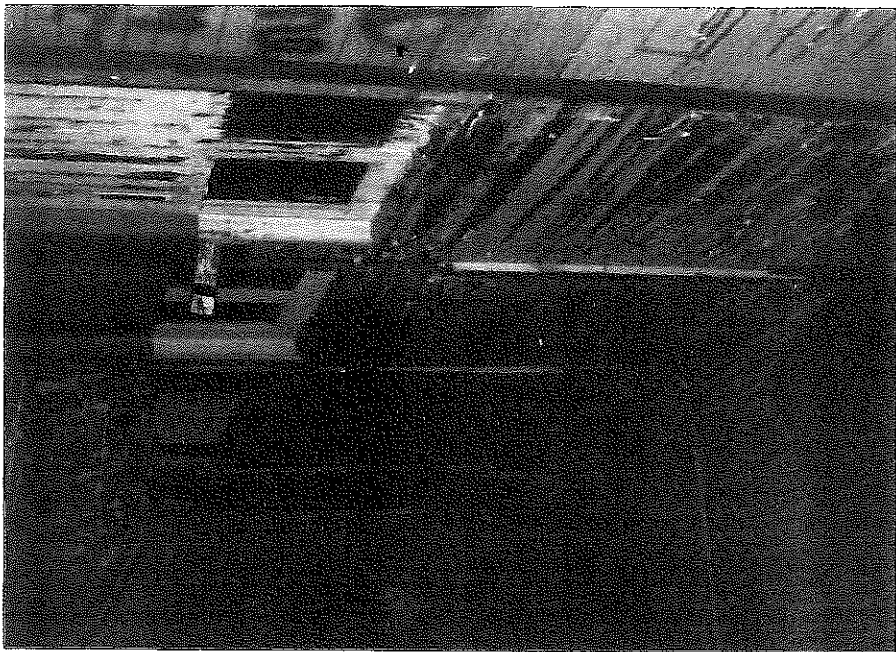
June 1995











Bread baked in old Deering fire station sells hot out c

Engine Co. 8, built in 1907 in the age of iron and steam, was high-tech for its day. At the alarm, its horses raced through spring-loaded doors to their assigned engines; there, harnesses dropped from pulleys onto them.

Deering's central fire station, hay still in its walls, had long been empty. Now it has re-emerged as a different sort of neighborhood center. What was once high-tech is now old world, stone ground, whole wheat and very tasty.

The Big Sky Bread Co. is a new bakery at Portland's Woodlotts Corner. Using Montana whole wheat milled fresh each morning, it offers 12 kinds of bread plus creations like Chna-Monsters, its huge sweet cinnamon buns.

Big Sky's tone is neighborly. They give out warm slices of anything you want. They bake in an open space and welcome kibitzers. They sell half their bread so hot it has to be in a paper bag — and give you plastic for when it cools.

The owners, Martha Elkus and her husband, Bill Harris, want Big Sky to feel like home, when that was where bread got baked. And not, he says, "designer bread."

Says Elkus, "It's bread you can eat every day." A native of Ohio, Elkus has had

Abby Zimet



jobs ranging from legislative assistant to environmental planner to director of PROPs Foster Grandparent Program. Harris is a "reco-vering lawyer" studying to be an architect. Both were nonbakers.

Big Sky really started when one of Elkus' four brothers decided to open a bakery in Ohio. He and his wife trained with a Mormon baker in Utah, she says, and "introduced bread to Cincinnati that Cincinnati had never seen before."

Neither had she, which was why she came back from every trip to Ohio "with as many loaves as I could fit in my suitcase." Then "a light bulb went off." After research, she "saw there was an opening — there was nothing like it here."

"And of course there was the romantic side. Baking — at the end of the day, we'd have all these loaves of bread lined up on a shelf, and happy customers."

Romance took a bit of a beating during training with her brother, who gave her "a pretty good dose of reality." She learned baking was long, hard, hot work.

The fire station was long, hard, cold work. The couple began working on it in February. Built in 1907, it had been almost unused since 1967. The roof was rotted, the fungi were many, the basement was an ice rink, there was no heat.

Elkus: "It was sort of miserable." Harris: "Not sort of. Very."

They made it open and spacious. They kept the brick walls, the glass front, the board that once listed fire boxes, which now lists breads.

The start-up had the usual glitches. The wheat got stuck in Billings in a Teamsters' strike. Then it arrived: 22,500 pounds. Says Elkus, "They pull up and say, 'Your wheat is here.' That's it. They are not interested in unloading."

They learned to adjust to 4 a.m.-8 p.m. workdays (closed Mondays) and they threw away batches of dough ruined by weird weather or their own inexperience. Says Elkus, "Bread-baking is definitely an art, not a science."

Now they advertise "the best bread under the sky." They may be right. The bread, weighing two



Staff photo by Gordon

Martha Elkus and Bill Harris, owners of Big Sky Bread Co., display some of the many types of breads and rolls they produce.

pounds a loaf, ranges from honey whole wheat to sauerkraut sour dough rye. There are also muffins, cookies, sweet breads, granola.

It is almost all made from Montana wheat, piled everywhere in 50-pound bags. Why Montana wheat? Says Harris, "That's like asking, why Maine lobster?"

They use Maine honey as sweetener, and no sugar, preservatives or oil. The label on wheat honey lists wheat, water, honey, salt, yeast. It is short, notes, "and you can pronounce the words."

Big Sky maintains connect family — Elkus' father, uncle