MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK(A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 16, 2014

The Portland City Council will hold a regular City Council Meeting at 7:00 p.m. in the City Council Chambers, City Hall. The Honorable Michael F. Brennan, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 1) June 2, 2014

PROCLAMATIONS:

Proc 42-13/14 (Tab 2) **Proclamation Honoring Wayne Kane, Department of Health and Human Services, Barron Center, as Employee of the Month for June, 2014 – Sponsored by Mayor Michael F. Brennan.**

APPOINTMENTS:

Order 264-13/14 (Tab 3) **Order Appointing Members to Various Boards and Commissions - Sponsored by the Nominating Committee, Councilor Cheryl A. Leeman, Chair.**

Name	Committee	Term Expires
Matthew Purington	CDBG	09/30/2017
Matthew Birchby	CDBG	09/30/2017
Julia Sheridan	Board of Assessment Review	09/30/2017
Julia Sheridan	Historic Preservation	11/30/2017
Colin Apse	Land Bank Commission	06/30/2017
Bryan Wentzell	Land Bank Commission	06/30/2017
Rene Perry	Land Bank Commission	06/30/2017
William Mann	Land Bank Commission	06/30/2017
Steven Morgenstein	Parks Commission	06/30/2017

Travis Wagner	Parks Commission	06/30/2017
Michael Mertaugh	Parks Commission	06/30/2017
Diane Davison	Parks Commission	06/30/2017
Christian MilNeil	Portland Housing Authority	06/30/2019
Faith MacLean	Portland Housing Authority	06/30/2019
Siyad Ahmed	Portland Housing Authority	06/30/2019
Alan Freedman	Civil Service Commission	06/30/2017
Lin Lisberger	Portland Public Arts	06/30/2017

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 265-13/14 (Tab 4)

Order Re: Residential Parking Permit Extension – Sponsored by Mark H. Rees, City Manager.

In June of 2008, the City Council approved a new residential parking zone, IR (Island Resident). A total of twenty-nine (29), two-hour parking spaces on both sides of Thames St. easterly of Hancock Street were signed accordingly. Vehicles displaying an IR (island resident) permit are exempt from the time limit parking regulation and can be left there all day; however the vehicles must be moved in accordance with the standard posted street maintenance signs, snow bans and posted emergency no parking.

Additionally since the development of the proposed condominiums at the corner of Thames and Hancock Streets was on hold, ten (10) on-street spaces on the westerly side of Hancock St between Fore & Thames and the sixteen (16) on-street parking spaces on the north side of Thames St. between India and Hancock St. were signed two-hour parking (rather than metered), so that people with a IR permit could use them on a temporary year-to-year basis until the condominium development is started or another project in its place. This gave the islanders an additional twenty-six (26) on-street parking spaces convenient to Casco Bay Lines that would cause minimal interference with area businesses and residents.

Order 266-13/14 (Tab 5)

Order Declaring Saturday and Sunday, August 16 and 17, 2014, as "89th Annual St. Peter's Bazaar and Italian Street Festival" and Approving Friday, August 15, 2014, as the "St. Peter's 4-Mile Road Race" – Sponsored by Mark H. Rees, City Manager.

St. Peter's Church and Friary has sponsored this Bazaar & Festival for many years. The festival blends Italian epicurean delights with games for children and teenagers, games of chance and music and dancing in the evening hours. Attendance at the festival is estimated at 1,500 per night. The 4-Mile Road Race (the 28th annual), held on Friday night, winds its way up to the Eastern Promenade and back to the church. Attendance at the race is estimated at 300 runners.

Those attending the 2-day Festival may purchase meals and desserts. Games of chance will also cost a nominal fee. Proceeds are to benefit the church. The stage area, activities and booths are set up in the street. Organizers may request that a Festival banner be hung across Congress Street at the City Hall location.

In order for this festival to be held, a portion of Federal Street (India Street to Franklin Street Arterial) needs to be closed to vehicular traffic on Friday, Saturday and Sunday, August 15, 16 and 17, 2014, from 12 noon to 12 midnight and posted "No Parking." Hours for the festival are: Saturday and Sunday: 4pm – 10pm. Setup for the festival is on Friday afternoon and evening. There are no rain dates.

In order for the road race to be held, a portion of India Street (Federal to Fore Street) needs to be closed to vehicular traffic for the start of the race from 6:55 – 7:10 p.m. on Friday, August 15, 2014. There is no rain date.

Order 267-13/14 (Tab 6)

Order Declaring Saturday, August 23, 2014, as "49th Annual WCSH6 Sidewalk Art Festival" – Sponsored by Mark H. Rees, City Manager.

WCSH6-TV has sponsored this Sidewalk Art Festival for many years with great fanfare. This year, like previous years, festival organizers are requesting that Congress Street (from High Street to Elm Street) be closed to vehicular traffic; High Street, at the intersection of Congress Street, would stay open to commuters (same with Elm Street). Some side streets, connecting to Congress Street, would also possibly be used for artist's booths. Artists will still be set up on the sidewalk and the parking lane – facing out towards the street. The public would walk in the street and view artist's work from that vantage point. This frees up more room on the sidewalk for pedestrians to enter shops and for shops to also put out tables (sidewalk sale) if they so desire. 300 artists are registered for this year's event. Artists will be selling their work to the general public.

In order for this festival to be held, a portion of Congress Street and abutting side streets need to be closed to vehicular traffic and posted "No Parking." The street closures will extend along Congress Street - High Street (Congress Square) to Elm Street (Monument Square) and also include the following side streets: one block of Oak, Casco, Brown, Center and Preble Streets leading up to Congress Street. Streets would be closed from 6:00 a.m. – 6:00 p.m. on Saturday, August 23, 2014. The parking ban would extend the same distance and continue from 1:00 a.m., Saturday, August 23, 2013, until 6:00pm, Saturday, August 23, 2014. In the event of inclement weather, the parking ban and street closures will be pushed forward to the following day.

Order 268-13/14 (Tab 7)

Order Declaring Saturday, August 23, 2014, as "Picnic Music & Arts Festival," a Festival of Music, Crafts, and Local Food – Sponsored by Mark H. Rees, City Manager.

Picnic is a collaborative effort (headed up by festival organizers and co-founders: Noah DeFilippis and Amy Teh, designers and owners of Pinecone+Chickadee (a design studio).

The festival will be held on Saturday, August 23, 2014, from 11:00 a.m. to 6:00 p.m. in Lincoln Park. The festival will showcase 100+ of the most talented emerging artists from the local indie craft scene. Crafters and artists will sell handmade products. Shoppers can expect clothing, jewelry, prints, bags, dolls, paper goods, housewares, fine art, vintage goods, bicycles, records, and more. In addition, the festival will also feature an eclectic mix of local music with 5-8 bands playing between noon – 6:00pm. A few local food vendors will be on site. There is no admission fee to the festival. Participating artists and vendors pay a registration fee to be on site at the event.

Overall attendance for the day is anticipated at 500 people (with 75-100 people in the park at any one time).

The festival happens the same date as the WCSH6 Sidewalk Art Festival and is planned for.

Setup for the festival begins at 8am. Organizers will be cleaned up and out of the park by 8pm. Canopies and tables will be set up on the grass area beside the sidewalks in the park, thereby keeping much of the foot traffic to the hardscape areas. A generator will provide power for the musicians and bands. A small PA system will be set up in the park near the fountain (speakers aimed towards Franklin Street).

In order for this festival to be held, some reserved parking is needed on Federal Street beside Lincoln Park.

Order 269-13/14 (Tab 8)

Order Approving Transfer of Funds Under 15 M.R.S.A. §§5824(3) and 5826(6) – Sponsored by Mark H. Rees, City Manager.

This order authorizes the City Council to approve the transfer of $1,171.35 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. John Kanda.

This 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. Money in that account is used primarily for drug investigations, training, and equipment.

Order 270-13/14 (Tab 9)

Order to Accept Gifts of Sculpture Offered to the City, and to Incorporate the New Pieces into the City's Public Art Collection at the Jetport – Sponsored by The Portland Public Art Committee, Lin Lisberger, Chair.

Six sculptures to be located at the Portland Jetport are offered as a culminating gift to the City of Portland from William Hamill to be part of the City of Portland's Public Art Collection. Three of the sculptures (*Gyre Falcon*, by Andreas von Huene, *Figure* by Don Justin Meserve, and one other to be determined) will be housed indoors in the grand hall. One sculpture (*Link*), by Jesse Salisbury, will be placed outdoors between two existing sculptures. Two additional deer sculptures will also be added to the *Glimpse* collection already in place on the Jetport grounds by Wendy Klemperer. Paul Bradbury, Jetport Director, has worked with the Public Art Committee to approve the acquisitions into the collection and the specific locations for each sculpture. Further description is included in the attached memorandum from June LaCombe.

Order 271-13/14 (Tab 10)

Order Re: Traffic Schedule Amendment for Fore Street – Sponsored by the Transportation, Sustainability and Energy Committee, Councilor David A. Marshall, Chair.

The Department of Public Services and the Parking Control Division, request alterations to the Traffic Schedule for modifications of on-street parking to benefit Fore Street and other Old Port area businesses. The change would result in a net increase in two (2) two-hour parking spaces on the south side of Fore Street west of Moulton Street.

On Fore Street, area business owners have expressed an interest to have the City provide added on-street parking, which is generally at a premium in the Old Port. As such, Parking and DPS staff have begun to look at options for providing such additional parking.

The cost of staff and equipment mobilization plus signs and posts is estimated to be approximately $750.00. The two metered spaces will likely generate approximately $2,600 per year in additional revenue.

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

LICENSES:

Order 272-13/14 (Tab 11)

Order Granting Municipal Officers' Approval of Tempo Dulu, LLC d/b/a Danforth Inn at 163 Danforth Street. Application for a Class V License with Entertainment with Dance and Outdoor Dining on Private Property – Sponsored by Katherine L. Jones, City Clerk.

Application filed 5/16/14. New City and State applications. This is a change of ownership.

Five affirmative votes are required for passage after public comment.

Order 273-13/14 (Tab 12)

Order Granting Municipal Officers' Approval of Mack Bar Inc. d/b/a Blackstone's at 6 Pine Street Application for a Class A Lounge License – Sponsored by Katherine L. Jones, City Clerk.

Application filed 5/16/14. New City and State applications. This is a change of ownership.

Five affirmative votes are required for passage after public comment.

Order 274-13/14 (Tab (13)

Order Granting Municipal Officers' Approval of Taco Barr, LLC d/b/a Taco Escobarr at 548 Congress Street Application to Expand Outdoor Dining on Public Property – Sponsored by Katherine L. Jones, City Clerk.

Application filed 6/2/14. New City application. Business has a current Class XI Liquor License with outdoor dining on public property. They wish to expand the outdoor dining from 96 feet to 120 feet.

Five affirmative votes are required for passage after public comment.

Order 275-13/14 (Tab 14)

Order Granting Municipal Officers' Approval of Nosh LLC d/b/a Nosh Kitchen Bar at 551 Congress Street Application to Expand Existing Alcohol Service Area for One-Day Event on June 29, 2014 – Sponsored by Katherine L. Jones, City Clerk.

Application filed 6/3/14. Applicant currently holds Class XI FSE Restaurant/Lounge License with Outdoor Dining on Public Property. This event is entitled "Nosh Bow." A permit for use of the street will be forthcoming from the Public Services Event Office.

Five affirmative votes are required for passage after public comment.

Order 276-13/14 (Tab 15) **Order Granting Municipal Officers' Approval of Liquid M2 Inc. d/b/a Liquid MS Inc. at 465 Fore Street Application to Add Entertainment without Dance – Sponsored by Katherine L. Jones, City Clerk.**

Application filed 5/23/14. Applicant holds a current Class 1 Food Service Establishment license. New City and State applications.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

Resolve 6-13/14 (Tab 16) **Resolution of the City Council of Portland Affirming and Committing to a Ten Year Compassionate Cities Campaign and Endorsing the Charter for Compassion – Sponsored by Mayor Michael F. Brennan and the Public Safety, Health and Human Services Committee, Councilor Edward J. Suslovic, Chair.**

In Mayor Brennan's State of the City address earlier this year, he proposed that the City become part of an effort by other cities to promote compassion. There is no funding required to be part of the campaign, but it would be a strong expression of the City's values.

On June 10, 2014, the Public Safety, Health and Human Services Committee met and voted 3-0 (Leeman absent) to forward this item to the City Council with a recommendation for passage.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 253-13/14 (Tab 17) **Order Granting Municipal Officers' Approval of Porthole Restaurant & Pub LLC at 20 Custom House Wharf Renewal Application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining of Private Property – Sponsored by Katherine L. Jones, City Clerk.**

Renewal application filed on 3/24/14. Applicant holds a current Class XI Restaurant/Lounge license with Entertainment with Dance and Outdoor Dining on Private Property. Fire Inspection and Code Enforcement Departments are recommending denial of license.

At the June 2, 2014 Council meeting, this item was postponed to the June 16th meeting. Five affirmative votes are required for passage after public comment.

Order 255-13/14 (Tab 18)

Order Designating 134 Washington Avenue Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

134 Washington Avenue Affordable Housing TIF (AHTIF) Development District is being proposed for property located on the corner of Washington Avenue and Fox Street. The development consists of 18 affordable units.

The proposal is for a 20 year TIF with 50% of the total projected new taxes captured, estimated at $8,524, as a reimbursement to the Developer through a CEA. The Developer's share of TIF revenue will be used to pay operating costs for the project.

The remaining TIF revenues will be allocated to the City's General Fund.

With the establishment of this AHTIF District there will be the creation of 18 units of rental housing, 10 of which will be available to households at or below 40% of the area median income and the remaining 8 units will be available to households at or below 50% of the area median income.

When completed, this project's new assessed value is estimated at $1 Million, which will yield approximately $844,400 in increased annual property assessed value over the course of the 20-year TIF District. 50% of the increased taxes will be captured and returned to the Developer through a Credit Enhancement Agreement. The remaining revenue will be returned to the City's General Fund.

Total development costs are estimated at $3,021,686. At full build-out, the development is projected to have a total increased assessed valuation of approximately $844,400 and will pay approximately $17,048 annually in increased property taxes, or $414,232 over the life of the district.

The following is an overview of the TIF proposal related to the share of future estimated property taxes.

	Dev. Share	City General Fund Share
Years 1-20	$207,116 or 50%	$207,116

In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of $3,787+, or $75,742+ over the life of the district.

At its meeting on May 14, 2014, the Housing and Committee Development Committee voted 3-0 to recommend this AHTIF request to the City Council for approval.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 256-13/14 (Tab 19) **Order Approving and Authorizing the City Manager to Enter into the 134 Washington Avenue Credit Enhancement Agreement with Avesta Washington Ave. LP – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.**

This is a companion Order to Order 255 above. Please see the preceding agenda description.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 257-13/14 (Tab 20) **Order Adopting Development Program for the Portland Downtown District for Fiscal Year 2014-2015 – Sponsored by Mark H. Rees, City Manager.**

This order adopts the development program (as outlined in the agenda backup materials) for the Portland Downtown District for fiscal year 2014-2015, submitted by the City Manager, pursuant to 30-A M.R.S. Section 5224 (1).

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 258-13/14 (Tab 21) **Order Assessing Maintenance and Implementation Assessments in the Portland Downtown District for Fiscal Year 2014-2015 – Sponsored by Mark H. Rees, City Manager.**

This order assesses the sum of $725,880 to be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Portland Downtown District to fund maintenance and implementation costs for such district for the period beginning July 1, 2014 and ending on June 30, 2015. The mill rate to raise this assessment will be 92 cents per $1,000 of property value, the same rate charged in FY14.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public Comment.

Order 259 -13/14 (Tab 22)

Order Approving and Authorizing the City Manager to Enter into Master Agreement and Supplemental Services Agreement with Portland's Downtown District – Sponsored by Mark H. Rees, City Manager.

This order approves and authorizes the City Manager to enter into a Master Agreement, with the Baseline Services provided in Exhibit B, with the Downtown Improvement District Corporation d/b/a Portland's Downtown Improvement District, to carry out the development plan for Portland's Downtown Improvement District for the period and also a Supplemental Services Agreement to implement Supplemental Public Works Services as approved in the Fiscal Year 2014 Appropriation Resolve, from and after July 1, 2014 and ending June 30, 2015.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 260-13/14 (Tab 23)

Amendment to Portland City Code Chapter 12 Garbage, Wastes, and Junk Article IX. Waste Reduction Sections 12-230 through 12-237 Re: Disposable Bag Fee - Sponsored by the Transportation, Sustainability and Energy Committee, David A. Marshall, Chair.

The proposed ordinance establishes a mandatory $0.05 fee on carry out bags provided by retailers at point of sale. The ordinance would apply at stores that sell food items including grocery stores, convenience stores, pharmacies, and vendors at Farmer's Markets.

In June, 2012 the Transportation, Sustainability and Energy Committee (TS&E) established the Green Packaging Working Group to recommend methods to reduce the use of polystyrene foam packaging and disposable bags. After recommending an ordinance to ban foam packaging the working group held four meetings devoted to bags.

They examined a variety of options ranging from increasing education about the need to reduce bag use, banning bags, or placing a fee on bags. The majority of the committee believed that a fee on bags would be an effective way to reduce use of disposable bags and increase the use of reusable bags.

The TS&E Committee discussed the recommended ordinance over the course of two meetings, making amendments to the language proposed by the GPWG. These include:

- Reducing fee to $0.05
- Allowing retailers to keep the entire fee
- Removing restaurants and dry cleaners from the ordinance

The Committee voted to advance the revised ordinance to the full Council at their meeting on May 21, 2014.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 261-13/14 (Tab 24)

Amendment to Portland City Code Chapter 12 Garbage, Wastes and Junk Article VII and Article VIII. Polystyrene Re: Polystyrene Foam - Sponsored by The Transportation, Sustainability and Energy Committee, David A. Marshall, Chair.

The proposed ordinance prohibits food service establishments from serving food in packaging or containers made from polystyrene foam. It also prohibits the retail sale of polystyrene food service products. If adopted, the ordinance would not go into effect until July, 2015 in order to allow merchants to deplete their existing inventory of polystyrene foam service ware.

In June, 2012 the City Council requested that the TS&E Committee to consider an ordinance or recommendation to ban the use of polystyrene foam containers and to take whatever further action committee members deemed appropriate. To this end, the TS&E Committee created the Green Packaging Working Group which consisted of industry representatives, local businesses, environmental advocates and citizens. This group held three meetings to discuss the issue and review draft ordinance language. During the third meeting a majority recommended adoption of an ordinance. The Working Group chair, Councilor Suslovic, invited the minority to submit a minority report to explain their position.

The TS&E Committee took public comment regarding the proposed ordinance during their meeting on June 19, 2013 and recommended adoption by the full Council on July 17, 2013. (2-1, Anton absent). The full Council reviewed the proposed ordinance during their meeting on

September 15, 2013 and referred it back to the TS&E Committee. After further public comment and deliberation the committee, voted on April 16 to recommend a revised ordinance to the full Council (3– 1). The revised language addresses concerns raised by the Council by clarifying that the ordinance does not apply to wholesale seafood operations. It also more clearly defines the retailers affected by the ordinance.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 262-13/14 (Tab 25)

Amendment to Portland City Code Chapter 14. Land Use Article III. Zoning, Division 17.5. Eastern Waterfront Port Zone, Sections 14-301 and 14-301.1 Re: Food Trucks – Sponsored by the Planning Board – Stuart O'Brien, Chair.

The proposed amendment would list "street vendors" (which include food trucks and pushcarts) as "permitted uses" in the Eastern Waterfront Port Zone. Under this change, street vendors would be licensed by the City Clerk's office, participate in the City's RFP process, and be awarded the ability to operate in Compass Park.

This change will make the zoning in the Eastern Waterfront Port Zone consistent with the zoning in the City's ROS zones.

Food truck operators have requested expanded areas of operation in the City of Portland, and revisions to the Food Truck Rules have been made to this end. An ordinance change is required to allow food trucks and pushcarts to operate at Compass Park on the Maine State Pier.

The change has been reviewed by the Public Safety, Health and Human Services (PSHHS) Committee and the Transportation, Sustainability & Energy (TS&E) Committee and public hearings have been held. Those Committees supported the change and requested that the Planning Board review the proposed amendment. The Planning Board has done that review, has considered whether the food truck and pushcart operations are consistent with marine and water-dependent uses, as well as with the comprehensive plan and on May 13, 2014, voted to recommend the change.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

Order 263-13/14 (Tab 26)

Amendment to Portland City Code Chapter 14. Land Use Article III. Zoning, Division 10. B-2 and B-2b Community Business Zone, Sections 14-182, 14-185, 14-186 and 14-188 Re: Multi-Family Density Standards– Sponsored by the Planning Board – Stuart O'Brien, Chair.

The Planning Board is unanimously recommending zoning text amendments to the City Council for adoption. The amendments include listing the required dimensional standards in a table, streamlining dimensional standards, permitting a higher residential density for off-peninsula locations with active street fronts, allowing multi-family dwellings as a permitted use regardless of the adjoining residential zone, and stronger prohibitions on parking in front yard setbacks.

The proposed text amendments aim to foster a viable multi-family density standard in the B-2 zone, by removing the requirement that the ground floor use of a building be commercial in order to qualify for this higher density (a change the current 1,000 square feet per unit requirement to 435 square feet per unit), while adding some additional criteria to insure a lively, engaging presence of the building at street level. In addition, stronger language was proposed to prohibit parking within the front yard. There are changes proposed to the setback requirements to streamline and simplify setbacks by zone, and the dimensional standards are now in a table format.

This item must be read on two separate days. It was given a first reading on June 2nd. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 277-13/14 (Tab 27)

Order Approving Lease with Portland Tugboat, LLC Re: Berthing, Storage Space, and Parking at the Portland Ocean Terminal – Sponsored by the Housing and Community Development Committee, Councilor Kevin Donoghue, Chair.

This is for the renewal and reestablishment of a lease between the City of Portland and Portland Tugboat LLC for specified berthing rights at Maine State Pier, use of space in Portland Ocean Terminal, and rights to park on City property.

In 2009, the City entered into two Lease Agreements with Portland Tugboat, LLC. One Lease Agreement was for berthing, and the other Lease Agreement was for storage space and parking. The Lease Agreement for berthing expires June 30, 2014, while the Lease Agreement for storage and parking expired. It is proposed that the two separate leases be combined into a single lease, which needs approval by the City Council.

Therefore, this is being submitted to the City Council for it to authorize the City Manager to enter to the Lease Agreement with Portland Tugboat, LLC.

The HCDC voted unanimously (4-0) to recommend that the City Council authorize the City Manager to enter this Lease Agreement, in substantially the form as presented, with Portland Tugboat LLC.

Five affirmative votes are required for passage after public comment.

Order 278-13/14 (Tab 28)

Order Approving Revisions in the Scope of Services for the Healthcare for the Homeless Program – Sponsored by the Public Safety, Health and Human Services Committee, Councilor Edward J. Suslovic, Chair.

Because the City Council serves the interim governing body for the Portland Health Care for the Homeless Program (HCH), approval of the following is requested.

Change in Scope of Service

HCH is required to have a scope of service that is reflective of its most recent approved grant application. For the City of Portland, the Health Resources and Services Administration (HRSA) defines that as calendar year 2013. Minor housekeeping changes are needed to reflect services provided directly prior to 2013 that may now be provided by contract. Governing body approval is required to submit changes in scope. HRSA continues to require these changes despite our closure status.

On June 10, 2014, the Public Safety, Health and Human Services Committee met and voted 3-0 (Leeman absent) to forward this item to the City Council with a recommendation for passage.

Five affirmative votes are required for passage after public comment.

Order 279-13/14 (Tab 29)

Order Approving Billing, Credit and Collection Policy and Procedures for the Healthcare for the Homeless Program – Sponsored by the Public Safety, Health and Human Services Committee, Councilor Edward J. Suslovic, Chair.

Health Care for the Homeless Program is required to have Council approved billing, credit and collection policies and procedures in accordance with Health Center Program Requirement Number 13 (Billing and Collections). Written billing, credit and collection policies and procedures exist for the City of Portland and the Public Health Division; however, HRSA requires there to be policies and procedures specific to the HCH Program.

Despite the City's closure status, HRSA requires Council approval of this policy.

The Billing, Credit, and Collection Policy and Procedures are included in the agenda backup.

On June 10, 2014, the Public Safety, Health and Human Services Committee met and voted 3-0 (Leeman absent) to forward this item to the City Council with a recommendation for passage.

Five affirmative votes are required for passage after public comment.

Order 280-13/14 (Tab 30) **Order Making Clinical Staff Appointments for the Healthcare for the Homeless Program - Sponsored by the Public Safety, Health and Human Services Committee, Councilor Edward J. Suslovic, Chair.**

Because the City Council serves as the interim governing body for the Portland Health Care for the Homeless Program (HCH), the City Council approved the HCH Credential and Privilege Policy and Procedure in November 2013. In accordance with that policy, the City must also officially appoint all licensed independent practitioners. The following is requested.

A. Initial Appointment (Credentialing and Privileges)
In accordance with the approved policy and procedure, documentation has been reviewed and verified. The Medical Director and the Program Manager recommend that the following clinicians be formally appointed to the HCH Clinical Staff:

Moskin, Ava, MD
Rice, Annie, PA
Leonard, Lawrence, MD

B. Re-Appointment
In accordance with the approved policy and procedure, documentation has been reviewed and verified. The Medical Director and the Program Manager recommend that the following clinicians be formally re-appointed to the HCH Clinical Staff:

Bonham, Shuli, MD
Fultz, Jennifer, DDS
Gardner, Anna, LADC, LPC
Nappi, Erica, LADC, LPC

On June 10, 2014, the Public Safety, Health and Human Services Committee met and voted 3-0 (Leeman absent) to forward this item to the City Council with a recommendation for passage.

Five affirmative votes are required for passage after public comment.

AMENDMENTS:

LICENSE RENEWALS:

Tabl 6-16-14

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ROLL CALL: Mayor Brennan called the meeting to order at 7:07 P.M. (Councilor Coyne arrived during the first readings, 7:50 P.M.)

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Marshall and seconded by Councilor Suslovic for approval of the May 19, 2014 minutes. Passage 8-0.

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PROCLAMATIONS:

Proc 36-13/14 **Proclamation Honoring Ava Koenigsberg as One of Casco Bay High School's Two Top-Ranking Seniors – Sponsored by Mayor Michael F. Brennan.**

Proc 37-13/14 **Proclamation Honoring Meghan Suslovic as One of Casco Bay High School's Two Top-Ranking Seniors – Sponsored by Mayor Michael F. Brennan.**

Proc 38-13/14 **Proclamation Honoring Senior Zachary Duperry as the 2014 Deering High School Valedictorian – Sponsored by Mayor Michael F. Brennan.**

Proc 39-13/14 **Proclamation Honoring Senior Jordan Roche as the 2014 Deering High School Salutatorian – Sponsored by Mayor Michael F. Brennan.**

Proc 40-13/14 **Proclamation Honoring Senior Annette Pelikan Denekas as the 2014 Brennan.**

Proc 41-13/14 **Proclamation Honoring Senior Monica D. Reno as the 2014 Portland High School Salutatorian – Sponsored by Mayor Michael F. Brennan.**

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APPOINTMENTS:

CONSENT ITEMS:

Order 250 – 13/14 **Order Declaring Friday, July 4, 2014 as July 4th "Stars and Stripes Spectacular" Festival – Sponsored by Mark H. Rees, City Manager.**

Motion was made by Councilor Mavodones and seconded by Councilor Duson for passage. Passage 7-0 (Suslovic out).

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LICENSES:

Order 251 – 13/14 **Order Granting Municipal Officers' Approval of GK Food d/b/a Benkay Japanese Restaurant at 2 India Street Application to add Outdoor Dining on Public Property – Sponsored by Katherine L. Jones, City Clerk.**

Motion was made by Councilor Suslovic and seconded by Councilor Leeman for passage. Passage 8-0.

Order 252 – 13/14 **Order Granting Municipal Officers' Approval of Fat Dragon LLC d/b/a Empire at 575 Congress Street Application to add Outdoor Dining on Public Property – Sponsored by Katherine L. Jones, City Clerk.**

Motion was made by Councilor Suslovic and seconded by Councilor Duson for passage. Passage 8-0.

Order 253 – 13/14 **Order Granting Municipal Officer's Approval of Porthole Restaurant & Pub LLC at 20 Custom House Wharf Renewal Application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining of Private Property – Sponsored by Katherine L. Jones, City Clerk.**

Motion was made by Councilor Mavodones and seconded by Councilor Suslovic to postpone Order 253 to the June 16, 2014 City Council meeting. Passage 8-0.

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BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 220-13/14 **Amendment to Zoning Map Re: Bramhall, Boothby, Congress, Longfellow, and Monument Squares; Lobsterman Plaza; and Lincoln, Tommy's, Post Office, and Bell Buoy Parks – Sponsored by the Planning Board, Stuart O'Brien, Chair. This item was given first reading on April 28, 2014. Postponed on May 5th, 2014.**

Motion was made by Councilor Duson and seconded by Councilor Suslovic for passage. Passage 8-0.

Order 221-13/14 **Amendment to Portland City Code Chapter 14. Land Use Article III. Zoning, Division 8.5 R-OS Recreation and Open Space, Sections 14-153, 14-154, 14-157, and 14-158 Re: Revising the Recreation and Open Space Standards - Sponsored by the Planning Board, Stuart O'Brien, Chair. This item was given first reading on April 28, 2014 and postponed on May 5th, 2015.**

Motion was made by Councilor Mavodones and seconded by Councilor Suslovic to amend Order 221 by striking out the word public. Passage 8-0.

Motion was made by Councilor Suslovic and seconded by Councilor Mavodones for passage as amended. Passage 8-0.

Order 249-13/14 **Order Approving the Allocation and Appropriation of $25,000 from the Housing Trust Fund Re: Community Housing of Maine (CHOM)– Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair. This item was given first reading on May 19, 2014.**

Motion was made by Councilor Donoghue and seconded by Councilor Suslovic for passage. Passage 7-0 (Marshall out).

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ORDERS:

Order 254-13/14 **Order Approving Portland International Jetport Rental Car Concessionaire Agreement – Sponsored by Mark H. Rees, City Manager.**

Motion was made by Councilor Suslovic and seconded by Councilor Duson for passage. Passage 8-0.

Order 255-13/14 **Order Designating 134 Washington Avenue Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.**

This is its first reading.

Order 256-13/14 **Order Approving and Authorizing the City Manager to Enter into the 134 Washington Avenue Credit Enhancement Agreement with Avesta Washington Ave. LP – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.**

This is its first reading.

Order 257-13/14 **Order Adopting Development Program for the Portland Downtown District for Fiscal Year 2014-2015 – Sponsored by Mark H. Rees, City Manager.**

This is its first reading.

Order 258-13/14 **Order Assessing Maintenance and Implementation Assessments in the Portland Downtown District for Fiscal Year 2014-2015 – Sponsored by Mark H. Rees, City Manager.**

This is its first reading.

Order 259 -13/14 **Order Approving and Authorizing the City Manager to Enter into Master Agreement and Supplemental Services Agreement with Portland's Downtown District – Sponsored by Mark H. Rees, City Manager.**

This is its first reading.

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AMENDMENTS:

Order 260-13/14 **Amendment to Portland City Code Chapter 12 Garbage, Wastes, and Junk Article IX. Waste Reduction Sections 12-230 through 12-237 Re: Disposable Bag Fee - Sponsored by the Transportation, Sustainability and Energy Committee, David A. Marshall, Chair.**

This is its first reading.

Order 261-13/14 **Amendment to Portland City Code Chapter 12 Garbage, Wastes and Junk Article VII and Article VIII. Polystyrene Re: Polystyrene Foam - Sponsored by The Transportation, Sustainability and Energy Committee, David A. Marshall, Chair.**

This is its first reading.

Order 262-13/14 **Amendment to Portland City Code Chapter 14. Land Use Article III. Zoning, Division 17.5. Eastern Waterfront Port Zone, Sections 14-301 and 14-301.1 Re: Food Trucks – Sponsored by the Planning Board – Stuart O'Brien, Chair.**

This is its first reading.

Order 263 - 13/14 **Amendment to Portland City Code Chapter 14. Land Use Article III. Zoning, Division 10. B-1 and B-2b Community Business Zone, Sections 14-182, 14-185, 14-186 and 14-188 Re: Multi-Family Density Standards– Sponsored by the Planning Board – Stuart O'Brien, Chair.**

This is its first reading.

A TRUE COPY.

Katherine L. Jones, City Clerk

Order 42-13/14
Tab 2 6-16-14

PROCLAMATION

Wayne Kane
Employee of the Month

June 2014

* * * * *

WHEREAS: **Wayne Kane** of the Department of Health and Human Services, Barron Center, has been named the City of Portland Employee of the Month by a committee of his peers and selected for this distinct honor from a workforce of 1,300; and

WHEREAS: This award is presented in recognition of **Wayne's** duties as a Certified Nursing Assistant at the Barron Center. **Wayne's** kindness and passion toward residents makes him an exceptional CNA according to family members. **Wayne** works above and beyond. He loves his residents and takes pride in taking care of them; and

WHEREAS: **Wayne** quickly builds positive relationships with his co-workers, residents and family members. In preparation for going on a vacation **Wayne** made a routine for showering a resident so everyone would know how to shower the resident according to their wishes in his absence. **Wayne** is a great example to all CNA's; and

WHEREAS: **Wayne's** unflappable positive attitude makes him exceptional. He is an excellent team player and contributes to the success of the team on a regular basis. **Wayne** truly is an asset to the Health and Human Services Department and to the City.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Michael F. Brennan, Mayor of the City of Portland, Maine, and the members of the Portland City Council do hereby proclaim honor and recognition to **Wayne Kane** as **City Employee of the Month, June, 2014.**

Signed and Sealed this 16th day of June, 2014

Michael F. Brennan, Mayor
City of Portland, Maine

Order 264-13/14
Tab 3 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMITTEES

ORDERED, that the following are hereby appointed to the Boards and Committees indicated for the stated term:

Name	Committee	Term Expires
Matthew Purington	CDBG	09/30/2017
Matthew Birchby	CDBG	09/30/2017
Julia Sheridan	Board of Assessment Review	09/30/2017
Julia Sheridan	Historic Preservation Board	11/30/2017
Colin Apse	Land Bank Commission	06/30/2017
Bryan Wentzell	Land Bank Commission	06/30/2017
Rene Perry	Land Bank Commission	06/30/2017
William Mann	Land Bank Commission	06/30/2017
Steven Morgenstein	Parks Commission	06/30/2017
Travis Wagner	Parks Commission	06/30/2017
Michael Mertaugh	Parks Commission	06/30/2017
Diane Davison	Parks Commission	06/30/2017
Christian MilNeil	Portland Housing Authority	06/30/2019
Faith MacLean	Portland Housing Authority	06/30/2019
Siyad Ahmed	Portland Housing Authority	06/30/2019
Alan Freedman	Civil Service Commission	06/30/2017
Lin Lisberger	Portland Public Arts	06/30/2017

Portland, Maine Yes. Life's good here.

Office of the City Clerk
Katherine L. Jones, CMC

Memorandum

TO: Mayor Brennan and Members of the Portland City Council
FROM: Katherine L. Jones, City Clerk
DATE: June 3, 2014
RE: Appointments

The Nominating Committee has concluded interviews and makes the following nominations to various Boards and Committees:

Name	Committee	Term Expires
Matthew Purington	**CDBG**	**09/30/2017**
Matthew Birchby	**CDBG**	**09/30/2017**
Julia Sheridan	**Board of Assessment Review**	**09/30/2017**
Julia Sheridan	**Historic Preservation**	**11/30/2017**
Colin Apse	**Land Bank Commission**	**06/30/2017**
Bryan Wentzell	**Land Bank Commission**	**06/30/2017**
Rene Perry	**Land Bank Commission**	**06/30/2017**
William Mann	**Land Bank Commission**	**06/30/2017**
Steven Morgenstein	**Parks Commission**	**06/30/2017**
Travis Wagner	**Parks Commission**	**06/30/2017**
Michael Mertaugh	**Parks Commission**	**06/30/2017**
Diane Davison	**Parks Commission**	**06/30/2017**
Christian MilNeil	**Portland Housing Authority**	**06/30/2019**
Faith MacLean	**Portland Housing Authority**	**06/30/2019**
Siyad Ahmed	**Portland Housing Authority**	**06/30/2019**
Alan Freedman	**Civil Service Commission**	**06/30/2017**
Lin Lisberger	**Portland Public Arts**	**06/30/2017**

Matthew Purington
128 Chadwick St.
Portland ME 04102
(207) 761 2139

Work Experience:

March 2006 - Present: Director, Products and Market Development, Unum U.S.

Develop, market and maintain Group and VB product portfolios with a primary responsibility for Group Life and AD&D and Dental products; designated Unum's Dental Business Owner accountable for the overall success of the Unum Dental initiative including developing and executing Unum's dental strategy, establishing and negotiating the terms of business partnership agreements, collaborating with Unum's external partners to design and implement a competitive dental offering, and managing the growth, development, and future direction of the dental initiative. As Product Director, proactively identify and respond to emerging market trends with innovative, high gain product and marketing initiatives, advocate for their implementation based on facts/data/logic, and lead approved initiatives from conception to market release and beyond. Currently lead and manage a team of two Product Development professionals.

May 2004 - March 2006: Director, Market Development, UnumProvident Corporation

Researched, analyzed, and developed business cases for innovative products, strategic partnerships, new marketing strategies, and alternate distribution channels; actively participated in the design and implementation of new products, and drove product and marketing initiatives focused on generating profitable revenue; represented the organization in multiple sales and broker training initiatives.

March, 1996 - May 2004: Group Insurance Underwriter/Senior Underwriter/Underwriting Consultant, Unum Corporation

Managed growth and profitability by underwriting group Life, AD&D, LTD, and STD insurance for all size segments; awarded Underwriting Masters designation in 2003 by management and peers; acknowledged as a subject matter expert in Life and AD&D Insurance; developed Life and AD&D insurance underwriting training curriculum and served in a formal training capacity for newly hired as well as experienced sales representatives and underwriters; responsible for building effective relationships with sales representatives, service staff, and brokers, consultative underwriting, positioning integrated opportunities, block management, market segmentation, identification and assessment of risk, decision making, and prospect level pricing; negotiated and communicated renewals and developed new case proposals for sales offices and customers throughout the country.

May 1999 - Present: Co-Owner/CFO, Local 188 and Sonny's Restaurants

Opened and currently operate two thriving 100+ seat Portland, ME restaurants with an aggregate 85+ employees; developed and implemented business plans, obtained capital investment, renovated leased space, and established vendor relationships; developed and instituted marketing strategy. Lead a management team of 5 employees who are responsible for managing financial operations, overseeing payroll and accounting functions, and administering employee benefit programs.

June 1992 - June 1996: Customer Account Representative, Unum Life Insurance Company of America:

Performed billing functions for group insurance lines; acted as primary point of contact for group insurance policyholders. Managed premium billing and accounting, identified, analyzed, and solved billing problems, and provided superior customer service; recognized with the President's Award in 1996 for "breakthrough accomplishments" in the department.

Education:

Masters of Science Degree in Business Management, Lesley University, Cambridge, Massachusetts, May, 1997

Bachelor of Arts Degree in Government and Philosophy, St. Lawrence University, Canton, NY, 1989

Professional Designations:

HIAA Group Life and Health Certification

References available upon request

Matthew S. Birchby

51 WATERVILLE ST. • PORTLAND, ME 04101
PHONE 207-756-3678 • E-MAIL MATTBIRCHBY@GMAIL.COM

Education

COLBY COLLEGE, Waterville, ME — August 2002 – May 2006
Bachelor of Arts in Economics
Honors: Dean's List

Work Experience

WESTERLY WIND, Portland, ME
Commercial Director — April 2013 to Present

- Participate in merger and acquisition discussions related to monetizing and acquiring wind development assets, with executed or pending transactions for over 550MW of wind capacity
- Engage banks and private equity funds to secure development and operating capital for wind projects
- Manage discussions with turbine vendors, construction firms, engineers, and consultants to advance a wind power project from early stage development to operations
- Originate, structure, and negotiate power purchase agreements (PPAs) and hedge transactions to sell power from wind power projects
- Identify parcels for wind development and participate in negotiations for both land leases and easements
- Manage outside counsel for work related to structuring, real property, contracts, and taxes
- Created the financial model to value current portfolio of projects and to evaluate project economics of prospective acquisitions
- Present to the board of directors on a regular basis

D.E. SHAW RENEWABLE INVESTMENTS, Portland, ME/New York, NY
Consultant — August 2012 to April 2013

- Identify, evaluate, and participate in negotiations to acquire solar PV and wind development projects
- Support due diligence, review project documents, and manage consnltants and other service providers
- Raise debt and tax equity for acquired solar PV and wind projects
- Lead negotiations on commercial contracts with developers for the construction and subsequent operation of prospective projects
- Manage operational portfolio of acquired solar PV projects

FIRST WIND, Portland, ME/Boston, MA
Commercial Asset Manager — March 2011 to July 2012

- Managed the project P&L and all commercial matters for First Wind assets in New York and Vermont, totaling 185 MW of installed capacity
- Led and coordinated negotiations with turbine suppliers, off-takers, utilities, insurers, and landowners regarding operating matters
- Built financial models for operating First Wind assets and created the bottom up forecast of revenue and operating expenses
- Developed and presented to senior management case specific analysis for alternative investments, ranging from a transmission lines to battery storage technology
- Participated in PPA negotiations, RFP bid analysis, and forecasted renewable energy credit (REC) markets
- Received an award for demonstrating First Wind's values and leadership qualities

Analyst, Energy Markets — March 2010 to March 2011

- Developed and managed short-term energy strategies for First Wind assets in the Northeast, including power scheduliug, transmission reservations, and capacity sales
- Analyzed and forecasted revenue streams from electricity and RECs
- Evaluated and modeled project economics of potential development assets

ENERGY EAST MANAGEMENT, New Gloucester, ME — July 2008 to March 2010
Analyst, Regulatory Economics

- Managed and reviewed the financial conditions of seven subsidiary companies with combined operating revenues of $4.5 billion
- Coordinated legal counsel, expert witnesses, and subsidiary companies during utility rate cases
- Prepared legal and financial strategies for several utility rate cases, including NYSEG, RG&E, CNG, SCG, and MNG
- Analyzed expected cash flows from subsidiaries and directed changes in pricing and tariffs to maximize net income
- Provided weekly financial reports and presentations for Energy East officers

Additional Information

Community Involvement: Friends Council of Boys & Girls Club of Southern Maine — 2012-Present
Activities: Skiing, surfing, and half-marathons
Eagle Scout: Exemplified leadership characteristics while completing a comprehensive community service project

Julia A. Sheridan
40 Hollis Road
Portland, Maine 04103
(207) 332-4516
e-mail: jdevl@msn.com (home)
Sheridan@cumberlandcounty.org (work)

Experience: **OFFICE OF THE CUMBERLAND COUNTY DISTRICT ATTORNEY** Portland, Maine
Assistant District Attorney, February 1994 to the present

Represent the State of Maine in criminal prosecutions, including:

Appeals: prosecute appeals before the Maine Law Court and the Cumberland County Superior Court; have argued and briefed hundreds of criminal appeals, including taking State's appeals of decisions of lower courts that hinder or preclude prosecution, such as appeals of orders granting motions to suppress, e.g., State v. Maloney, 1998 ME 56, 708 A.2d 277 (district court erred in granting motion to suppress since State's burden of proof in that proceeding does not include identification of defendant), and orders granting motions to dismiss, e.g., State v. Jordan, 1998 ME 174, 716 A.2d 1004 (superior court was without authority to dismiss indictment on ground of mootness); represent State on appeals involving significant public policy issues, e.g., State v. Kargar, 679 A.2d 81 (Me. 1996), (superior court abused its discretion in failing to consider, in prosecution for gross sexual assault, Afghanistani cultural practice of kissing of child's genitals), and State v. Blackburn, 2008 ME 178 (district court did not err in denying motion to suppress after police warrantless entry into residence upon probable cause of underage drinking and in exigent circumstances of potential destruction of evidence)

Petitions for Post-Conviction Review: prosecute all petitions for post-conviction review in Cumberland County; involves representing State at evidentiary hearings and briefing various issues of law, including post-conviction bail, impact of State convictions on sentences imposed pursuant to the federal sentencing guidelines, impact of State criminal convictions on deportation consequences under federal immigration law and policy, e.g., Loi Van Ngo v. State of Maine, 2008 ME 71, 946 A.2d 424, and ineffective assistance of counsel standard, e.g., Pineo v. State, 2006 ME 119, 908 A.2d 632

Felony Prosecution in Superior Court: present cases to the Grand Jury for indictment, prosecute motions to suppress and pre- and post-conviction bail hearings; as sole counsel for the State, bring cases to jury trial on numerous criminal charges, including manslaughter, elevated aggravated assault,

aggravated assault, various sex crimes, operating under the influence, assault on an officer, assault on a minor, dissemination and possession of sexually explicit material; represent the State on daily motion lists, involving bail arguments, pleas, sentencings, arraignments, conferences and miscellaneous motions; prosecute post-judgment remedies such as motions for new trial based on newly discovered evidence, involving some lengthy evidentiary hearings, and motions for correction or reduction of sentence

Teaching and Advising: taught criminal procedure class to approximately 60 second and third year law students at the University of Maine School of Law during the spring semester (January through May) of 2005, included teaching classes several times per week, lecturing, drafting exam, and grading exam; routinely share pager-duty, requiring on-call prosecutor to provide advice to law enforcement officers on questions of criminal law and procedure, as well as questions of prosecution generally, includes reviewing applications for search warrants; taught law update session at the Portland Police Department; spoke at professional responsibility class at the University of Maine School of Law; represented the District Attorney's Office at a panel speaking at a sex offender community notification meeting, panel included sex offender treatment providers, probation officers, and the police chief of the Town of Cumberland; spoke to government and civics students and teachers at South Portland High School; judged moot court competition at the University of Maine School of Law multiple years running; taught Criminal Procedure bar review session in 2010 at University of Maine School of Law, and Criminal Procedure and Appellate Procedure bar review sessions in 2011, 2012, and 2013

Drafting Proposed Legislation: drafted proposed legislation allowing prosecution access to defendants' medical records in certain cases and argued for its adoption before legislative committee sessions

Awards: received award in 2006 from Paula Silsby, United States Attorney for the District of Maine, for coordinated prosecution efforts in the case of State v. Vincent Guerrero; received award in 2009 from Paula Silsby, United States Attorney for the District of Maine, for investigation in State v. Ricky Norton

Commissions: appointed by Attorney General William Schneider to the Sex Offender Risk Assessment Advisory Commission in 2012

Boards: over the course of approximately the past ten years, served on the Board of Directors of the Cleaves Law Library for Cumberland County, acting as a board member, Nominating Committee member, Governance Committee member, Vice President 2012, Treasurer 2013, and President 2014

Publications: authored chapter on "Charging Instruments," contained in A Practical Guide to Superior Court Practice in Maine, to be published in 2014 by the MCLE

NORMAN, HANSON & DETROY Portland, Maine
Associate, September 1990 to February 1994

Practice concentrated in real estate law and corporate law; represented clients before State licensing agencies (liquor licensing board and insurance commission), State District and Superior Courts, and the United States District Court for the District of Maine; negotiated and brought various corporate and real estate transactions through to closing; represented several small businesses with regard to real estate purchases and necessary business licensing; represented comic book author with regard to intellectual property rights and contract negotiations; drafted wide range of conveyancing and loan documents; prepared legal briefs and memoranda, and appeared in court

NEW HAMPSHIRE SUPREME COURT Concord, New Hampshire
Law Clerk, September 1989 through August 1990

Clerk for former Associate Justice William F. Batchelder, researched and wrote legal memoranda for the court and drafted opinions to be adopted by the Court

BOSTON COLLEGE CRIMINAL DEFENDERS Newton, Massachusetts
Student Defense Attorney, January 1989 through May 1989

Defended clients in Dorchester District Court in Boston on various charges of assault, receiving stolen motor vehicles and larceny

FINE & AMBROGNE Boston, Massachusetts
Summer Associate for 60 member firm, June 1988 through August 1988

TOZZER ANTHROPOLOGY LIBRARY Cambridge, Massachusetts
Acquisitions Assistant, October 1985 through August 1986

Dealt with book sellers and book dealers around the world; searched the collection and newly available material to advise on books for acquisition

BAR AND ASSOCIATION MEMBERSHIP

Maine Supreme Judicial Court
United States District Court for the District of Maine
United States Court of Appeals for the First Circuit
American Bar Association
Maine State Bar Association

Cumberland County Bar Association
Maine Prosecutors Association

Education: **BOSTON COLLEGE LAW SCHOOL** Newton, Massachusetts
Juris Doctor, May 1989

Activities: Local Rules Project, Project Assistant – Analyzed federal district court local rules for consistency with other federal law, and for uniformity and purpose, as part of project sponsored by the United States Judicial Conference – involved significant amounts of legal research and writing; May 1987 to May 1989

UNIVERSITY OF TEXAS AT AUSTIN Austin, Texas
Master of Arts in Physical Anthropology, May 1985

Activities: Master's thesis presentation at the annual meeting of the American Society of Primatologists; Title: *Social Interactions Between Vervet Monkey Mothers and Infants*, June 1985

Teaching Assistant for Professor Claude A. Bramblett – Taught laboratory section of primate behavior class; duties included teaching laboratory component of class directed at upperclassmen anthropology majors; laboratory section was conducted at the Balcones Research Center, a colony of 80+ free-ranging vervet monkeys, and assistantship included designing test materials, teaching students to observe and record behavioral data, and grading papers and exams, September 1983 to May 1985

American Society of Primatologists – Member

Animal Behavior Society – Member

Honors: Phi Kappa Phi Honor Society

HARVARD UNIVERSITY Cambridge, Massachusetts
Bachelor of Arts in Social Anthropology, March 1983
Graduated *magna cum laude* in Social Anthropology

Activities: Quincy Symphony Orchestra – playing cello; working 30 hours per week at various jobs, including as a teacher for SAT preparation service, language laboratory assistant at university language laboratory, and at other miscellaneous food industry jobs

Honors: Elizabeth Agassiz Certificate of Merit
John Harvard Scholarship

Personal: Married to Christopher J. Devlin since 1987; he is Assistant Vice President and Senior Counsel for Unum Group; three children: Nicholas (22), Timothy (19) and Claire (17)

Interests: Reading, Travel, Gardening, Spending Time with Family and Friends

Colin David Apse

Curriculum vitae

HOME ADDRESS: 46 HOWARD STREET, PORTLAND, MAINE 04101; (207) 253-9663 (P);
COLIN.APSE@GMAIL.COM

Current Position

Freshwater Program Director, Africa Program The Nature Conservancy

Colin Apse works as an adviser on freshwater conservation and management issues for The Nature Conservancy in Africa.. In Gabon, he is leading the launching of Ogooué River Basin Sustainable Management Project, which is one of eight river basins in TNC's Great Rivers Partnership. In Kenya, he is working with other TNC staff and partners on facilitating the creation of a payment for watershed services project in the Upper Tana catchment using private and public funding. In Tanzania, he is supporting the development and implementation of freshwater strategies designed to protect the aquatic biodiversity of Lake Tanganyika.

Professional Preparation

Yale School of Forestry and Environmental Studies, Masters in Environmental Management, Aquatic Conservation (2000)
Duke University, Bachelor of Arts, International Relations (1995)

Appointments

The Nature Conservancy:

- Africa Freshwater Conservation Director (current)
- Senior Freshwater Conservation Advisor (2011-2013)
- Deputy Director, Eastern U.S. Region Freshwater Program (2005-10)
- Freshwater Conservation Specialist (2010-2005)

U.S. Environmental Protection Agency

- Environmental Protection Specialist (1996-1998)

Selected Publications

Opperman, J. J., J. Royte, J. Banks, L. R. Day, and **C. Apse.** 2011. The Penobscot River, Maine, USA: a basin-scale approach to balancing power generation and ecosystem restoration. *Ecology and Society* 16(3)

Poff, N. L., Richter, B., Arthington, A. H., Bunn, S. E., Naiman, R. J., Kendy, E., Acreman, M., **Apse, C.**, Bledsoe, B. P., Freeman, M., Henriksen, J., Jacobson, R. B., Kennen, J., Merritt, D. M., O'Keefe, J., Olden, J., Rogers, K., Tharme, R. E. and Warner, A. 2010. "The Ecological Limits of Hydrologic Alteration

(ELOHA): A new framework for developing regional environmental flow standards." *Freshwater Biology*. 55:1, 140-170

Apse, C., DePhilip, M., Zimmerman, J. and Smith, M. P. 2008. "Developing instream flow criteria to support ecologically sustainable water resource planning and management." *Final Report to the Pennsylvania Instream Flow Technical Advisory Committee*: 196p.

Ernst, A.G., Baldigo, B.P., Schuler, G.E., **Apse, C.D.**, Carter, J.L., and Lester, G.T. 2008. Effects of habitat characteristics and water quality on macroinvertebrate communities along the Neversink River in southeastern New York, 1991–2001: U.S. Geological Survey Scientific Investigations Report 2008–5024, 15 p.

Vogel, R. M., J. Sieber, S. A. Archfield, M. P. Smith, **C. D. Apse**, and A. Huber-Lee. 2007. Relations among storage, yield, and instream flow. *Water Resources Research*. 43: No. 5, W05403.

Apse, C.D. 2006. Book review: Instream flows for riverine resource stewardship, revised edition. *Transactions of the American Fisheries Society*. 135: 1578-1579.

J. Bryan Wentzell

468 Cumberland Avenue – Portland, Maine – 04101 – jbrywent@gmail.com – (c) 207-233-1602

EDUCATION

B.A., Middlebury College, Middlebury, VT, February 1997
Departmental Honors, Environmental Studies, focus in Conservation Biology
University of Alaska Fairbanks, Fairbanks, AK, spring 1995
The Center for Northern Studies, Wolcott, VT, fall 1994

Facilitative Leadership, Whole Communities/Interactive Institute, 2013
Leadership Maine, Omicron Class, 2007-2008
Penquis Leadership Institute, Piscataquis County, Maine, May 2006
Green Infrastructure Planning Training, Conservation Leadership Network, April 2005
Environmental Leadership Institute, League of Conservation Voters, June 2002

HONORS/AWARDS

AMC Community Award, 2004, from AMC colleagues for exemplary community spirit
College Scholar (3.6+ GPA), spring 1994, fall 1996
Dean's List, fall 1994, fall 1995
Chancellor's List, (4.0+ GPA), spring 1995, University of Alaska Fairbanks

WORK EXPERIENCE

Maine Policy and Program Director, Appalachian Mountain Club (Jan. 2013 to present)
In addition to roles below, responsible for leading AMC's programs and conservation policy efforts in Maine while supporting the success of the Maine Woods Initiative. Advanced AMC's leadership position in Maine in conservation policy, outdoor engagement, ontdoor recreation, and nature- based tourism to help accomplish AMC's mission and Vision 2020 in Maine. Worked across departments to provide leadership within the AMC to set goals and strategies for AMC's efforts in Maine, working directly with AMC's Senior Vice President.

Maine Policy Director, Appalachian Mountain Club (May 2006 to 2013)
In addition to previous position, responsible for the AMC's Conservation Programs in Maine, including identifying strategic opportunities to further the AMC's couservation goals, then initiating and carrying out those campaigns. Supervised one full time staff person, one intern and multiple volunteer leaders. Coordinated communication and decision-making for multi-departmental team around the AMC's Maine Woods Initiative. Communicated with government personnel including congressional and federal agency staff, state agencies, and legislators. Acted as the AMC's spokesperson in Maine for editorial boards and reporters with statewide and regional newspapers. Wrote articles, policy memos, analyses, grant proposals and reports, action alerts, lobbying materials and press releases. Oversaw visioning, funding and production of two regional recreational maps. Played key role in legislative campaigns including a state Land Bond and defeating bills to abolish the Land Use Regulation Commission. Completed recreation management plan for 30,000-acre conservation parcel. Coordinated the AMC's efforts related to the Plum Creek Concept Plan.

Northern Forest/Maine Woods Advocate, Appalachian Mountain Club (November 2004 to May 2006)
As the AMC's sole Conservation Policy staff in Maine, responsible for advancing the AMC's conservation goals in the Northern Forest with a focus on the Maine Woods. Built close relationships with Maine conservation organizations, community partners, chapter members, and local, state, and federal government representatives. As a member of the AMC's Maine Woods Initiative team, worked to secure $5.4 million in state and federal funding while building political support, chapter engagement, and community and volunteer involvement in the project.

Conservation Advocacy Manager, Appalachian Mountain Club (March 2004-November 2004)
Responsible for day-to-day management of $490,000 department budget, integrating conservation messages and activities throughout the AMC, coordinating grants, overseeing conservation outreach program including

Conservation Outreach Coordinator, and for coordinating the AMC's Clean Air in the Parks campaign in 2004.

Conservation Outreach Coordinator, Appalachian Mountain Club (April 2001-February 2004)
Responsible for growing the AMC's grassroots outreach and lobbying capacity, communicating to and involving the AMC's 90,000 members and others in the AMC's priority conservation issues. Directly managed online activist network, growing it from 2,000 to 5,500 members in two years. Worked closely with the AMC's conservation policy, facility, volunteer, and education staff to ensure the AMC's conservation message reached its potential audience. Planned and conducted 6 weekend-long conservation leadership training workshops for volunteer activists.

Greenpeace Direct Dialogue Coordinator, Share Group, Inc (March 1999-January 2001)
Independently started and managed national membership outreach pilot campaign for Greenpeace U.S.A. Worked with Greenpeace Development staff to set up structure and operating systems, researched cities and sites, trained new employees and city team leaders, designed accounting and record-keeping systems, tracked and reported detailed performance and financial results to Greenpeace. Hired and supervised four full-time regional team leaders each with 3-10 direct reports. Oversaw $130,000 budget for 1999, $460,000 budget for 2000.

ADDITIONAL EXPERIENCE

Guide, Denali Backcountry Lodge, AK (Summers 1997, 1998). Led groups on interpretive day hikes in Denali National Park. Created and presented hour-long presentations on sub-Arctic ecology, geology, and environmental issues.

Telemark and Alpine ski instructor, Gunstock ski area, Guilford, NH (Winter 1997-1998).

Field Research Technician, University of Alaska, Yukon Delta National Wildlife Refuge, AK (Summers 1995, 1996).

Hut Crew, Appalachian Mountain Club, NH (Summers 1990-1994). Worked as crew, then hutmaster in backcountry hut system in the White Mountain National Forest.

COMMUNITY INVOLVEMENT

Teens to Trails, volunteer strategy and fundraising consultant, 2013

Portland Land Bank Commission, 2009-present

Chair, Piscataquis Tourism Development Authority, 2010-present

Board Member, Piscataquis Economic Development Council, 2011-present

Board member, Maine Woods Forever, 2010-present

Founding board member, former board chair, Project Laundry List.

HOBBIES AND INTERESTS

Hiking (completed NH 4000 footers), backpacking, fishing, biking, downhill and backcountry skiing, telemark ski instructing, canoeing, kayaking, guitar and mandolin, FAA licensed private pilot - single engine instrument land and sea.

RESUME

This resume has been edited to include information that may be relevant to volunteering for a position with the Park Commission, or a position with the Land Bank Commission.

Rene R. Perry
2 Bramhall Terrace
Portland, Maine 04103
Home: 772-5295
Cell: 239-1131

Educational Background
University of Maine Farmington – Majoring in Geography and Land use development
University of New Hampshire, M.Ed - Counselor Education
Advanced courses : USM, Keene State College, Plymouth State College, and Boston University

Past Employment Other Than Education
Motel repairman and maintenance
Groundskeeper UMF
Supervisor and foreman of youth corps (teenagers building a 27 acre park in Somersworth, NH.)
Recreation Supervisor, Lancaster, NH
County Extension Agent UNH for Coos County (UNH faculty and Dept. of Agriculture employee)
Carpenter for the Portland School Dept. (23 summers)
Real estate appraiser

Professional Experience
Guidance Counselor: Mt. Valley H.S., Rumford, ME (3 years)
Director of Guidance: Mt. Blue H.S., Farmington, ME (26 years)
Guidance Counselor: White Mt. Regional H.S., Whitefield, NH (2 years)
History Teacher: Somersworth H.S., Somersworth, NH (3 years)

Organizations
Knights of Columbus (Farmington, ME)
Elks (Portland, ME)
Italian Heritage Center (Portland, ME)
NEA, MEA
National Association for Counseling and Development

Volunteer
Ledgewood Architecture and Grounds Committee
Preble Street Resource Center
Land Bank Commission for the City of Portland

WILLIAM J. MANN
90 Roaring Brook Road • Portland, ME 04103 • 207-831-0700 • 207-797-6001 • billihelp@gmail.com

Via e-mail to: klj@portlandmaine.gov

April 30, 2014

Chairpersons and Nominating Committee Members
Portland City Council
City of Portland
c/o Katherine L. Jones, City Clerk
City Hall, 389 Congress Street
Portland, Maine 04101

RE: Portland Land Bank Commission - Board Service Opportunity

Ladies and Gentlemen,

Please accept this electronic letter, the attached copies of my Résumé, Summary of Education and Community Involvement as my application for consideration for re-appointment as a Commission Member of the Portland Land Bank Commission when my initial term expires on June 30, 2014. I have enjoyed my initial tenure on the Land Bank Commission and would welcome the opportunity to continue serving.

As some of you know, and for those whom I have not met – but look forward to meeting, I have an extensive background in Accounting, Mortgage & Commercial Banking, Finance, and Economic Development. I continue to see service on the Land Bank Commission as a way to give something back to my community. I was pleased to have been on the Commission during the effort to preserve Canco Woods as open space. I am concerned about our environment, how we use our resources locally and from a more global perspective.

I have been privileged to be a citizen & resident of this community for most of my adult life and it has been an honor and pleasure to be able to be of service to my City in some small way and I will welcome the opportunity to continue to do so if you should find that appropriate. I thank you for your consideration and will be happy to meet and answer any questions any of you may have for me as the selection process moves forward.

You may reach me by phone at: 207-831-0700 (Cell), 207-797-6001 (home office) or e-mail me at: billibelp@gmail.com

I thank you for your consideration.

Sincerely,

William J. Mann

Enclosures - Electronic Attachment

"One person can make a difference, and everyone should try." — **John F. Kennedy**

WILLIAM J. MANN

90 Roaring Brook Road • Portland, ME 04103 • (207) 831-0700 or (207) 797-6001 • wmann1@maine.rr.com

QUALIFICATIONS

Financial Analyst - Proven expertise in financial statement, credit, and bankruptcy analyses
Collaborative Leader, Mentor & Educator - Strong track record of talent attraction, retention, development, and teaching
Creative Problem Solver - Capacity to quickly assess, make decisions, and resolve complex challenges
Negotiator & Mediator - Ability to negotiate/mediate effectively with diverse groups to develop win-win outcomes
Deal Maker - 25 years experience in commercial lending & deposit deal structuring ranging from $10k to $50MM
Business Developer - Leading generator of new deposits & commercial lending opportunities with current employer
Marketer - Self-motivated marketer able to gear presentations to audience to maximize impact on audience

RELEVANT EXPERIENCE & ACCOMPLISHMENTS

Financial Management, Analysis and Research

- Managed the administrative and financial function of a commercial real estate developer based in southern New Hampshire. Developed administrative and management tracking tools and procedures; with an emphasis on the acquisition and monitoring of all project financing, continuing consultancy client.
- Managed the overhaul of entire loan function of southern Maine community bank including establishment of business development program and full rewrite of loan policies and procedures.
- Effectively directed teams of loan specialists (6 to 50+) to successfully develop appropriate resolutions to pools of problem loans with assets located in Maine and the Eastern U.S.
- Oversaw 50% self-funded growth in Lewiston Auburn Economic Growth Council budget in under two years while decreasing municipal funding commitments to the organization.
- Developed and presented economic development agency budgets to city councils of Auburn and Lewiston.

Negotiation and Communication

- Analyze and structure mortgage solutions to meet the residential purchase, refinance/restructure needs of mortgage banking clients primarily in southern Maine but have also done several Mass. Mortgage thru affiliation,. Deals sizes ranging from $65,000 to $6.5MM.
- Managed the consensual restructuring of $24MM (40%) of all business loan relationships of southern Maine community bank resulting in retention of all desired business relationships and an improvement in asset quality from a level subject to severe regulatory criticism to a level rated on a par with the best performing peers of the institution.
- Assumed responsibility of loan portfolio with several commercial real estate loans in the process of foreclosure; developed solutions which eliminated foreclosure in 80% of these situations with no loss to bank.
- Restructured several commercial banking relationships with credit enhancements from various guarantee agencies (SBA, FAME and Rural Development) allowing bank to increase loan portfolio to these existing clients while decreasing absolute level of risk exposure.
- Handled workout of pools of commercial real estate assets ranging from individual building to entire development complexes in varying stages of development. In some cases restructured and returned to Performing status in others liquidation often consensual - occasionally not - to maximize return to institution and minimize losses for all parties involved.
- Advocated for the largest credit enhancement TIF ever approved in Maine - the Tax Increment Financing credit enhancement for the Saco Island redevelopment.
- Featured speaker at a variety of business groups/forums on the topics of business: planning, growth, and financing.
- Presented bank and economic development loan proposals to various loan committees and Boards of Directors on a regular basis.

New Business and Economic Development

- Act as senior lender for southern Maine mortgage brokerage firm assisting clients in mortgage planning for purchase, refinance of consumer residential & investment properties, and structuring and placement of commercial loans with community, regional, and national lenders.

- Own and operate consulting practice specializing in commercial loan brokerage, business plan development, and strategic counseling in workout/turnaround situations. Have assisted clients in placing commercial real estate financing on deals ranging in size from $50K to $6.5MM.

- In 2010 developed new and grown existing deposit relationships with governmental, not for profit, and business and individual clients totaling in excess of $60 million net new dollars (in excess of 10% total organizational deposits). Notes: Annual individual deposit growth goal was set at $8 million dollars for 2010 by employer; also referred more than $25 million in commercial loans (more than 2 times annual regional lending goal).

- Grew small business loan portfolio of regional bank in southern and central Maine by from $8.0MM to $22.MM in 2.5 years, with average deal size of $300,000+/-.

- Doubled the size of central Maine economic development agency community loan portfolio in 1 year, from $6.0MM to $12.5MM with limited losses by increasing partnerships with local banking institutions.

- Developed infrastructure and credit enhancement Tax Increment Financing (TIF) proposals for several economic development projects in Portland and Auburn, resulting in the retention of largest manufacturer in Auburn, and the creation of 100+ new jobs with full benefits. Retention/expansion of businesses in Portland with new job creation.

- Coordinated Lewiston/Auburn's joint economic development and business marketing activities through participation in local, regional, and national economic development tradeshows. Established the highly successful Androscoggin Business to Business Trade Show.

WORK HISTORY

Owner, WJM Consulting, Portland, ME (August 2003 - Present)

Senior Lender, Barton Mortgage Corporation, Portland, ME (Nov. 2010 - Present)

Adjunct Faculty-Accounting, University of Southern Maine, Portland, ME (Jan. 2012 – Present)

Business & Government Banking Officer, Androscoggin Bank, Portland, ME (Aug. 2008 – Nov. 2010)

Chief Financial Officer, Newland Development Associates, LLC, Hampton, New Hampshire (Oct. 2007 – Feb. 2008)

Senior VP and Senior Lending Officer, Pepperell Bank & Trust, Biddeford, ME (July 2004 – Jan. 2007)

VP Commercial Lending and Business Development, Coastal / Norway Savings Bank, Portland, ME (Sept. 1999 – Aug. 2003)

Fleet Bank, Portland, ME (Aug. 1982 – Sept.1999)

- **VP and Senior Account Executive - Business & Entrepreneurial Services Group** (1996 - 99)
- **Team Leader - Managed Assets Division** (1991 - 94)
- **VP and Group Leader - Loan Recovery** (1989 - 91)
- **Task Force Leader - Retail Collection Department** (1988 - 89)
- **Commercial Credit Analyst and Commercial Loan Workout Officer - Credit Department** (1984 - 88)
- **Retail Branch Manager – Retail Banking Training Program** (1982 - 84)

President, Lewiston Auburn Economic Growth Council (1995 - 96)

Commercial Loan Officer, City of Portland Economic Development Department /Downtown Portland Corporation, Portland, ME (1994 - 95)

EDUCATION AND TRAINING

See attached Summary of "EDUCATION, LICENSING AND COMMUNITY INVOLVEMENT"

WILLIAM J. MANN

90 Roaring Brook Road • Portland, ME 04103 • 207-797-6001 • wmann1@maine.rr.com

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EDUCATION, LICENSING AND COMMUNITY INVOLVEMENT

Education & Training

University of Southern Maine - School of Business
Master of Business Administration (MBA) - Finance and Marketing concentrations
Master of Science in Accounting (MSA)

University of Southern Maine - Center for Continuing Education
Certificate in Mediation

Williams College, Williamstown, MA
New England School of Banking - Honors Graduate - Top 10% of class.

The George Washington University, Washington, D.C.
Columbian College of Arts & Sciences
Bachelor of Arts in Political Science

National Urban Economic Development Council
Certificate of Completion - Financing Economic Development Program

Institute for Civic Leadership - **Sigma Class Graduate**

State of Maine - **Licensed Mortgage Loan Originator** *(NMLS# 392155)*

Publications and Seminar Presentations

Have written manuals and presented numerous workshops focusing on credit, the lending process, business plan development and "Problem Loans" including presentations to the following groups:
- Service Corp of Retired Executives (S.C.O.R.E.)
- City of Portland, Department of Economic Development
- Maine Association of Nonprofits
- Women's Forum, Institute for Family - Owned Business, University of Southern Maine
- Maine Real Estate & Development Association (MEREDA)
- Maine Municipal Association (MMA)

Community Involvement

Univ. of Southern Maine, School of Business - Alumni Association, Board President, Portland, Maine
Univ. of Southern Maine, Faculty Senate – member, Portland, Maine

Partial Listing of Past Affiliations

Chamber of Commerce of the Greater Portland Region, Portland, Maine – member
School Board Vice Chair & Finance Committee Chair - St. Patrick's School & Church, Portland, Maine
Member - Biddeford – Saco Area Chamber of Commerce
Fundraising Chair - Rebuilding Together Greater Portland (f/k/a Christmas in April),
Portland, Maine (1998 – 2004)
Program Chair - University of Southern Maine - Corporate Partners, Portland, Maine (1999 – 2004)
Advisory Board member - Lewiston /Auburn College - University of Southern Maine, Lewiston, Maine
Advisory Board member - Central Maine Technical College, Auburn, Maine
Board member - American Institute of Banking, Portland, Maine
Loaned Executive - United Way of Androscoggin County, Lewiston, Maine
Member - Saco Island Advisory Council, Saco, Maine
Member - Maine Outdoor Adventure Club, Portland, Maine

STEVEN MORGENSTEIN

52 Murray Street• Portland,ME 04103
morgensteins@gmail.com • (207-272-4961)

Education

Southern Connecticut State University- New Haven,CT 1976

- Master of Arts- Special Education

University of Connecticut- Storrs, CT 1972

- Bachelor of Arts-Political Science
- Minor- History

Relevant Coursework- 24 credit hours in Mathematics and Computer Science from The University of Southern Maine Gorham, ME

Work Experience

Portland Public Schools, Teacher 1974-2013 Portland, ME Public Schools

- Taught a variety of courses over 39 years at the Elementary and Middle School level. The courses include self contained and resource room teacher in special education, mathematics on the elementary level and middle school level, a survey course in computer science for middle school students and computer training classes for teachers of all levels. Created and taught survey courses on general computer usage recognized for inservice credit by the University of Southern Maine Gorham. Developed the first technology curriculum for the Portland Schools. Chosen as one of two teachers who represented Maine in computer training at the University of California, Berkley, California. Chosen for and taught English for a month in the first teacher exchange between Shinagawa, Japan and Portland, ME.

Additional roles included:

- **Title 1 math consultant:** Supervised the delivery of mathematic instruction to elementary and middle school students. Worked with small groups of students to remediate math deficit. Developed strategies for teachers to improve their skills in the presentation of mathematic concepts.
- **Building Pupil Evaluation Team Coordinator:** Lead a team of teachers to develop an appropriate educational plan for students with special needs. Tested students to get base line data in mathematics and reading. Conducted meetings with up to 15 professional personal and parents that met state regulations for placement and followed the rules of confidentiality. Supervised the delivery of services to students after meetings were conducted.
- **Building Technology Coordinator:** Directed the use of technology at King Middle School in Portland, a school of 550 students and 70 professional staff. Managed 1to1 computing in a building with over 600 devices. These devices include networked PC desktops on a Windows platform, MacBook laptops, and Ipads. Responsibilities included: supervision of educational technicians, management of a data base with our inventory of computers, orientation for new users, trouble shooting a repair of problems, managing a wireless network, yearly reimaging of laptops to reflect software changes, introducing new software to faculty and students, maintaining accounts on the school network, and administering a self- insurance plan to cover breakage and theft.
- **Soccer and Tennis coach:** Provided instruction to middle school students in 2 sports for over 30 years. Organized and supervised practice. Worked with high school coaches to provide a feeder system for athletes moving up Portland's high school programs

LL Bean, Freeport, ME, Telephone Representative 1997-2004

- Received inbound phone calls during the holiday season. Created accurate orders for customers. Utilized paper and internet resources to convey information concerning items. Aided customers who needed assistance with concerns on previous orders.

Portland Seadogs, Portland, ME, Bartender 1994-1999

- Served beer and wine to patrons in the skybox area. Provided customer service insuring that state liquor rules were followed.

Community Involvement

- **Little League Softball Coach**- Little League East 1987-1993
- **Soccer Coach- Portland**-Shinagawa Sports Exchange 1994- Coached a boy's soccer team that travelled to Shinagawa, Japan to compete against Japanese soccer teams.
- **Building Committee** - Ocean Avenue Elementary School Portland, ME.2010-11 Participated in the planning of the construction of a new elementary school in Portland.
- **Parks Commission**- Portland 2007-13 Collaborate in the management of the parks and open space in the city of Portland with city officials.

Curriculum Vitae

Travis P. Wagner, Ph.D.
Department of Environmental Science
University of Southern Maine
106 Bailey Hall
Gorham, ME 04038, USA
(207) 228.8450 - twagner@usm.maine.edu

Education

Ph.D., Public Policy (Environmental and Natural Resources Policy Concentration), The George Washington University, Washington, DC, 2003.

M.P.P. (Environmental Policy Concentration), University of Maryland-College Park, 1998.

B.S., Environmental Science: Unity College, ME, 1983.

Academic Positions

UNIVERSITY OF SOUTHERN MAINE, DEPARTMENT OF ENVIRONMENTAL SCIENCE

- Associate Professor of Environmental Science & Policy (2009 to present)
- Assistant Professor of Environmental Science & Policy (2006-2009)
- Visiting Assistant Professor of Environmental Science & Policy (2002-2006)

UNITY COLLEGE, MAINE

- Instructor (1999)

GRADUATE SCHOOL USA, WASHINGTON, DC

- Instructor (1992-1994 and 2000-2002)

Research Focus

My overarching research focus is the identification, analysis, and potential application of model, innovative environmental policies related to sustainable material management primarily through waste diversion, reduction, recycling and material recovery. Recent efforts have focused on the application of extended producer responsibility and product stewardship frameworks on electronic waste, fluorescent lighting, and single-use propane cylinders and studying the feasibility of landfill mining for recoverable resources. My sub-discipline area of research is environmental communication with a focus on the social construction of environmental problems and labels. Finally, I continue to

research new methods and approaches to improve student learning and pedagogy in environmental policy and environmental communication.

Academic Publications

Peer Reviewed Journal Articles

Wagner, T.P. (2014). Using root cause analysis in public policy pedagogy. *Journal of Public Affairs Education* (in press – publication date October 2014).

Wagner, T.P., Toews, P., & Bouvier, R. (2013). Increasing diversion of household hazardous wastes and materials through mandatory retail take-back *Journal of Environmental Management, 123*: 88-97.

Lane, G.W.S., & Wagner, T. P. (2013). Examining recycling container attributes and household recycling practices. *Resources, Conservation and Recycling*, 75:32-40.

Wagner, T.P. (2013). Examining the concept of convenient collection: An application to extended producer responsibility and product stewardship frameworks. *Waste Management, 33*: 499-507.

Wagner, T.P. (2011). Compact fluorescent lights and the impact of convenience and knowledge on household recycling rates. *Waste Management*, 31(6): 1300-1306.

Bouvier, R. & Wagner, T.P. (2011). The influence of collection facility attributes on household collection rates of electronic waste: The case of televisions and computer monitors. *Resources, Conservation and Recycling*, 55(11): 1051-1059.

Wagner, T.P. (2009). Shared responsibility for managing electronic waste: A case study of Maine, USA. *Waste Management*, 29(12): 3014-3021.

Wagner T. & Arnold, P. (2008). A new model for solid waste management? An analysis of the Nova Scotia MSW strategy. *Journal of Cleaner Production*, 16:410-421.

Wagner, T. & Langley-Turnbaugh, S. (2008). Case study: Examining the contribution of historical sources of lead in urban soils in Portland, Maine, USA. *Journal of Environmental Planning and Management*, 54(4): 525-541.

Wagner, T. (2008). Reframing ecotage as ecoterrorism: News and the discourse of fear. *Environmental Communication: A Journal of Nature and Culture*, 2(1): 25-39.

Wagner, T. (2007). Reframing garbage: Solid waste policy formulation in Nova Scotia. *Canadian Public Policy/*Analyse de Politiques, 33(4): 459-475.

Wagner, T. (2006). Using comparative risk surveys in environmental communication pedagogy. *Applied Environmental Education and Communication*, (5)3: 199-211.

Wagner, T., Langley-Turnbaugh, S.J., & Sanford, R. (2006). Using a scientific paper format to foster problem-based, cohort learning in undergraduate environmental science. *Journal of Natural Resources & Life Sciences Education*, 35: 53-61.

Wagner, T. (2004). Hazardous waste: Evolution of a national environmental problem. *Journal of Policy History*, 16(4): 306-331.

Wagner, T.P., & Benson, L.A. (1992). Compliance with NEPA at federal superfund sites. *The Environmental Professional*, *14*: 109-116.

BOOKS:

Wagner, T.P. & Sanford, R. (2010) *Environmental science: Active learning laboratories and applied problem sets*. 2nd ed. New York, NY: John Wiley & Sons.

Wagner, T. (2008). *How clean is clean? Comparative analysis of the reliance on risk assessment in contaminated site cleanup*. Saarbrücken Germany: VDM Verlag.

Wagner, T.P. (1999). *The complete guide to the hazardous waste regulations.* 3rd ed. New York: John Wiley & Sons, 560 pp.

Wagner, T.P. (1994). *In our backyard: A guide to understanding pollution and its effects*. New York, NY: Van Nostrand Reinhold, 320 pp (published in Spanish in 1996 and in Arabic in 1997).

Wagner, T.P. (1990). *Hazardous waste identification and classification manual.* New York, NY: Van Nostrand Reinhold, 239 pp.

Wagner, T.P. (1990). *The hazardous waste Q&A: An in-depth guide to the resource conservation and recovery act and the hazardous materials transportation act*. New York, NY: Van Nostrand Reinhold, 384 pp.

BOOK CHAPTERS:

Wagner, T., Langley-Turnbaugh, S., Sanford R., & Cartwright, M. (2007). A public university science department's experience with problem-based cohort learning. In Karukstis, K.K. & Elgren, T. (Eds.). *How to Design, Implement, and Sustain a Research-Supportive Undergraduate Curriculum: A Compendium of Successful Curricular Practices from Faculty and Institutions Engaged in Undergraduate Research* (pp. 295-313). Washington, DC: Council on Undergraduate Research.

ENCYCLOPEDIA CONTRIBUTIONS:

Wagner, T.P., (2012). Maine: consumption, waste collection and disposal. *The Encyclopedia of Consumption and Waste: The Social Science of Garbage*, Zimring, C.A. ed, Thousand Oaks, CA: Sage Publications.

Conference Activity/Participation

CONFERENCE DIRECTOR:

Conference Director, Environmental Communication as a Nexus, 10th Biennial Conference on Communication and the Environment, University of Southern Maine, June 27-30, 2009, Portland, ME.

CONFERENCE PROCEEDINGS EDITOR:

Seitz, S., Wagner, T.P., Lindenfeld, L. (2010). Environmental Communication as a Nexus, Proceedings of the 10th Biennial Conference on Communication and the Environment.

CONFERENCE PANEL ORGANIZER/PANEL CHAIR:

Chairperson of the Reduce, Reuse, Recycling Panel, Fifth International Conference on Waste Management and the Environment, July 12-14, 2010, Tallinn, Estonia.

Panel organizer and moderator, "Teaching environmental literacy in Northern New England," Association for the Study of Literature and Environment, Conference on Nature and Culture in the Northern Forest, June 4-6, 2004, Crawford Notch, NH.

SELECTED INTERNATIONAL/NATIONAL ORAL PRESENTATIONS:

Wagner, T.P., "Collection and recycling options for single-use propane cylinders," 28th International Conference on Solid Waste Technology and Management, March 11, 2013, Philadelphia, PA, USA.

Martinez, D.M., Wagner. T.P. 2012. "Applied energy curriculum at the University of Southern Maine." Invited Oral Presentation. Fall 2012 American Chemical Society National Meeting, August 19-23, 2012, Philadelphia, PA, USA.

Wagner, T.P. "Increasing diversion of universal waste through a mandatory retail take-back program: The case of San Luis Obispo county, California." Wastecon, Solid Waste Association of North America, August 14-16, 2012, Washington, DC, USA.

Wagner, T.P. "Defining Convenient Collection: An Application to Extended Producer Responsibility Frameworks." 27th International Conference on Solid Waste Technology and Management, March 11-14, 2012, Philadelphia, PA, USA.

Wagner, T.P. "Examining Mandatory Retail Take-Back of Household Recyclables and Household Hazardous Waste." Waste - The Social Context 2011, May 8-11, 2011, Edmonton, Alberta, Canada.

Wagner, T.P. "Household Recycling of Compact Fluorescent Lights: A Survey of Influential Factors." Fifth International Conference on Waste Management and the Environment, July 12-14, 2010, Tallinn, Estonia.

Wagner, T.P., Sanford, R. "Active Learning Techniques in Environmental Science, Workshop - Share Your Passion: Teaching with Visuals," Wiley Faculty Network, National Geographic Headquarters, October 16-18, 2009, Washington, DC, USA.

Wagner, T. "Maine's Program of Shared Responsibility for Electronic Waste Management," Waste - The Social Context '08 Conference, May 14, 2008, Edmonton, Alberta, Canada.

Wagner, T. "Reframing Ecotage as Ecoterrorism: News and the Discourse of Fear," 2007 Biennial Conference on Communication and Environment, June 23, 2007, Chicago, IL, USA.

Wagner, T., Langley-Turnbaugh, S. "Examining Contribution of Historical Sources of Lead in Urban Residential Soils of Portland, Maine," 13th International Interdisciplinary Conference on the Environment, July 1, 2007, Portland, ME, USA.

Wagner, T. "The Application of Comparative Risk Analysis in the Environmental Communication Pedagogy," 2005 Biennial Conference on Communication and Environment, June 24-27, 2005, Jekyll Island, GA, USA.

Wagner, T. "Hazardous Waste Closure and Post-Closure," National Academy of Sciences, Board on Radioactive Waste Management, Woods Hole Oceanographic Institute, July 1997, Woods Hole, MA, USA.

SELECTED REGIONAL/LOCAL ORAL PRESENTATIONS:

Wagner, T.P. "Mining for 'Gold' in Landfills," L.L. Bean/Lee Surace Colloquium Series, March 10, 2014, Portland, ME.

Wagner, T.P. "Recycling, Sustainability, and Climate Change?" Southworth Planetarium's Science Lecture Series. April 18, 2013, Southworth Planetarium, Portland, ME.

Wagner, T.P. "Who should be accountable for waste and pollution? The evolution of thought since *Silent Spring*." Cornerstones of Science's Science Café, Portland Public Library, October 25, 2012, Portland, ME.

Wagner, T.P. "What's With CFLs?" Northeast Resource Recovery Association, NRRA's 29th Annual Recycling Conference, June 8, 2010, Manchester, NH.

Wagner, T.P. "Public Attitudes Toward the Use, Disposal, and Recycling Practices of CFLs." Solid Waste Association of North America, Northern New England Chapter, May 10, 2010. Berwick, ME.

Wagner, T.P. "Compact Fluorescent Light Recycling in Maine." California Resource Recovery Association, Household Hazardous Waste Technical Council, Workshop on Developing Sustainable Programs to Manage Special Waste, March 19, 2010, San Luis Obispo, CA.

Wagner, T. "Umweltschutz in den USA" (Pollution in the USA), September 1995, Ökohaus, Würzburg, Germany.

Selected Poster Presentations:

Wagner, T.P, Martinez, D., Langley-Turnbaugh, S. Applied Energy Education at the University of Southern Maine. 2013 TUES/CCLI PI Conference, National Science Foundation, January 23-25, 2013, Washington, DC.

Langley-Turnbaugh, S., Wagner, T. "Lead Distribution in Urban Residential Soils of Portland, Maine," poster presentation at the 18th World Conference on Soil Science, July 15, 2006, Philadelphia, PA.

Wagner, T. "Undergraduate Sustainability & GHG Reduction Projects," poster presentation at the Maine Climate Change Conference, May 10, 2006, Portland, ME.

Wagner, T., Langley-Turnbaugh, S., Cartwright, M. "Cohort and Problem Based Learning in an Undergraduate Environmental Science and Policy Curriculum," poster presentation at the Invention and Impact Conference, National Science Foundation, April 15-18, 2004, Arlington, VA.

Research Grant Activity

FUNDED GRANTS:

Principal Investigator, Applied Energy Education at the University of Southern Maine, National Science Foundation, Transforming Undergraduate Education in Science Grant, $175,000 (2010 to 2013).

Principal Investigator, Research on mandatory take-back programs for hazardous waste, $3,000. USM Faculty Senate Grant (2010).

Co-Principal Investigator, Tracing the History of Lead Emissions on the Portland Peninsula, USM Faculty Senate Grant, $2,960 (2004).

Academic/Teaching Experience

UNIVERSITY OF SOUTHERN MAINE, ASSOCIATE PROFESSOR:

Teaching of undergraduate environmental science and policy majors and environmental sustainability minors. Courses taught include Introduction to Environmental Policy, Natural Resource Policy, Environmental Risk Assessment & Management, Global Environmental Problems and Sustainability, Environmental Communication, Environmental Regulations, Solid Waste Policy & Planning, Fundamentals of Environmental Science lecture and lab, Research and Analytical Methods, Senior Seminar, and Environmental Field Immersion.

UNITY COLLEGE, MAINE, INSTRUCTOR:

Director of a pilot experiential field-based education program for undergraduate environmental policy students in New Bern, NC for the spring

semester, 1999. Courses developed and taught were Environmental Regulatory Policy, Environmental Management, Environmental Management Practicum, and Environmental Investigation Project.

GRADUATE SCHOOL USA, WASHINGTON, DC, INSTRUCTOR:

Taught graduate-level students in Environmental Policy: Solid Waste and Hazardous Materials (1992 to 1994) and Environmental Policy: Waste Management (2000-2002).

Service to the Profession

JOURNAL EDITORIAL BOARD MEMBER:

Member of the Editorial Board for the journal, JSM Environmental Science & Ecology, an open access peer reviewed journal.

INVITED REFEREE:

Invited referee for manuscripts for the following journals: Waste Management - Environmental Science and Technology - Applied Environmental Education and Communication - Environmental Communication: A Journal of Nature and Culture – Environmental Science and Policy - International Journal of Business and Economics - Journal of the Total Environment - Polish Journal of Chemical Technology - Sustainability - Challenges.

GRANT REVIEWER:

Grant Reviewer, The Social Sciences and Humanities Research Council of Canada, December 2012.

INVITED REVIEWER:

Invited reviewer for a series of papers for a national cost-benefit study on the application of extended producer responsibility for consumer packaging and printed paper sponsored by Recycling Reinvented, a non-profit research organization.

Department/University Service

Highlights of department/university service includes:

- Senator, Faculty Senate, three terms.

- Creator/faculty advisor, Kappa Alpha Omicron, the International Honor Society in Interdisciplinary Environmental Science/Studies.
- Member of multiple search committees including administration positions.
- Chair and member of multiple peer review committees for faculty.
- Member, many university advisory committees.
- Organizer, multiple university panel discussions, film series, and public talks.
- Guest lecturer in many colleague's courses.

Professional Environmental Experience

SENIOR ENVIRONMENTAL POLICY ANALYST, SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC), MCLEAN, VA (1991 TO 2002).

Project experience includes environmental policy analysis support to the U.S. Environmental Protection Agency (EPA) on international shipments of hazardous waste, defining environmentally sound management for compliance with the Basel Convention, analysis of differing approaches to prevent groundwater contamination under federal law, analysis of the European Union's hazardous waste treatment market, analysis of European solid waste incineration policies, assessment of environmental impacts from recycling electronic scrap, analysis of future trends impacting the environment from the oil and gas extraction industry, and analysis of policy options to regulate commercial lawn and garden care pesticides. Other projects included onsite manager of a two-year hazardous waste management project in Germany, environmental compliance inspections of U.S. Army installations in Europe, pollution prevention training for military installations in the U.S., designer and author of EPA's Hard Rock Mining CD-ROM program, and co-author of EPA's Nonhazardous Industrial Waste Management CD-ROM program.

INDEPENDENT CONSULTANT, ARLINGTON, VA (1994 TO 2002).

Supported The Wilderness Society, Washington, DC, in investigating the economic costs and benefits of commercial farming in the Klamath Basin in California and Oregon. Served as the subject matter expert for the U.S. Department of Agriculture's Hazardous Substances and Waste Issues computer-based training CD-ROM program. Additional project experience involved litigation support to the U.S. Department of Justice, national labor unions, and local environmental groups involving allegations of hazardous waste mismanagement, hazardous waste corrective action violations, and Superfund compliance issues.

ENVIRONMENTAL SCIENTIST, LABAT-ANDERSON INCORPORATED, ARLINGTON, VA (1988 TO 1991).

Project experience included support of EPA's efforts to promulgate location standards for hazardous waste management units, managed the technical review and analysis of a RCRA Facility Investigation of a large chemical manufacturer in New Jersey, prepared numerous Superfund Hazard Ranking System analyses of federal facilities for potential inclusion on Superfund's National Priorities List, performed a detailed human and wildlife risk assessment on the thermal degradation products from incidental burning of PCBs and glyphosate, conducted a detailed human health risk assessment of an abandoned gold mine in Prescott National Forest in Arizona, and conducted cross-media impact analyses of permitted contaminant releases from selected large manufacturers in Virginia and West Virginia. Supported the Department of Energy's (DOE) Office of NEPA Compliance on a variety of projects including the proposed Yucca Mountain Nuclear Waste Repository, the proposed Superconducting Super Collider, and numerous radioactive and mixed-waste projects at DOE and National Laboratory facilities nationwide.

ENVIRONMENTAL TECHNICIAN, SOILS AND MATERIALS ENGINEERS, CARY, NC (1986 TO 1987).

Performed numerous site inspections, preliminary assessments, and sampling events at controlled and uncontrolled hazardous waste sites.

REGULATORY ASSISTANCE SPECIALIST, GEO/RESOURCE CONSULTANTS & MIRANDA ASSOCIATES, WASHINGTON, DC (1983 TO 1986).

Served as a regulatory information specialist for the U.S. Environmental Protection Agency's Resource Conservation and Recovery Act (RCRA)/Superfund Hotline and the U.S. EPA's Toxic Substances Control Act (TSCA) Assistance Hotline.

CURRICULUM VITAE
(April, 2014)

NAME: Michael MERTAUGH

CURRENT RESIDENCE: 118 Beacon Street
Portland, Maine 04103
Tel. (207) 774-3732
Cell (207) 228-3455
michaelmertaugh@gmail.com

PLACE & DATE OF BIRTH: Michigan, USA
4 November 1945

MARITAL STATUS: Married, three children, three grandchildren

EDUCATION: Ph.D. Economics – The University of Michigan 1975
(PhD. thesis involved use of a multi-sector CGE model to evaluate the sector-specific labor-market impacts of rural-urban migration in Morocco)
M.A. Economics – The University of Michigan 1972
B.A. Economics – Kalamazoo College; Kalamazoo, Michigan 1968
Stage, Economics – *Université de Clermont-Ferrand*, Clermont-Ferrand, France 1966

LANGUAGES: English, native; French, fluent

WORK EXPERIENCE:

December, 2007 – present:

I retired from the World Bank in November, 2007 upon reaching the mandatory retirement age of 62. I am now a consultant on education economics. Among the consultancies I have carried out since then are the following: At the request of the Hungarian Government, I prepared a policy note on higher education finance early in 2008 as an input to the public debate leading up to a national referendum on the introduction of student fees in higher education. During the first half of 2008 I prepared a background paper for the World Bank's Europe and Central Asia (ECA) region on the role of secondary education in meeting changing skill needs under the global economy as an input to a regional flagship study on changing skill needs in the ECA region. Between August and December, 2008, I prepared a policy paper on the Economic Benefits of Education Investments for the Bank's Education Network as an input to the December, 2008 Oslo *Education for All* Conference and a resource for education sector staff training programs in the education sector. In November, 2008, I chaired a Quality Assessment of Lending Portfolio Review Panel for the World Bank's Quality Assurance Group (QAG), and in 2009 participated in three other QAG assessments. I also served as a member of the Education for All (EFA) Secretariat's review panel, and in that context participated in the September, 2009 review of Tajikistan's EFA application. I recently served as a member of the World Bank teams

that worked with the governments of Latvia and Lithuania and with the IMF to determine the specific actions that are necessary to protect education programs under the financial recovery programs in those countries. This work included the development of recommendations on per-student financing of education iu Latvia, which have since been successfully implemented. I recently carried out a consultancy with the World Bank's Independent Evaluation Group (IEG) on an assessment of how impact evaluation has affected the design and implementation of recent World-Bank-financed education projects. In 2013, I completed an Implementation Completion and Results Report (ICR) for the Egypt Secondary Education Enhancement Project, helped to develop a Youth Employability Project for USAID in Morocco, and prepared the ICR for the Employer-Driven Skills Development Project in Jordan.

October, 1981 – November, 2007: Education Economist, Senior Education Economist, Lead Education Economist, The World Bank, Washington DC

My work at the World Bank since 1981 involved a broad range of policy and project applications in the human development area – principally, in the education and training sector, but also in the area of manpower and employment policy, poverty analysis, women in development, and pension policy. Much of this has involved evaluation of human development sector policies, dialogue with governments on education policy reform, and development of projects to achieve better coverage and performance of education programs.

My initial six years in the Bank were in the Europe, Middle East and North Africa Region, where I contributed the manpower and employment analysis for the Third Education Project in the former South Yemen, led a major Bank/UNESCO Education and Training Sector Survey in Morocco, led the appraisal of the Morocco Vocational Training Project and the Jordan Fifth Education Project, assisted colleagues in preparing projects in Tunisia, Jordan and Algeria, provided the human resource analysis and policy recommendations for the Morocco Public Expenditure Review, Plan Review, Country Implementation Review, and an IMF Standby, and the Tunisia Public Expenditure Review. In 1985, I led the appraisal of the Morocco Education Sector Reform Program -- the Bank's first social-sector adjustment operation. This operation supported major structural changes in the education sector, and involved a high-level dialogue with the Ministry of Education, Ministry of Finance, and senior policymakers in the country and with the Bank's partners, including the IMF.

In 1986, I transferred to the East Asia Human Education Projects Division, where I was responsible for education sector work and projects in Indonesia and China. During that period, among other tasks I provided the economic and financial analysis for a sector study on textbook publishing in China, contributed the analysis of human resource issues for the 1988 Indonesia Poverty Study, contributed to an Asian regional conference on vocational education program design, and led a major sector study of financing, coverage, and quality of basic education in Indonesia. The latter work provided the basis for a series of new projects in support of basic education in Indonesia.

In 1989, I moved to the Europe and Central Asia Human Development Department, where I have worked primarily on projects and analytical work in Central and Eastern Europe and Turkey. During this period, I have led a number of project appraisals and

analytical work in the human development sector, and contributed the human-development-sector inputs to numerous tasks led by colleagues. I provided the labor-market and education program analysis for the Slovakia Country Economic Memorandum and Economic Recovery Loan, led the needs assessment and appraisal of the first Bank-sponsored education projects in post-war Bosnia, the Employment and Training Project in Turkey, and the 1998 Adaptable Program Loans for Basic Education in Turkey. I also contributed to the Structural Adjustment Loan for the Czech Republic, provided the analysis of education decentralization and finance issues for the Hungary Structural Adjustment Loan, and contributed to a number of Country Economic Memoranda, Country Assistance Strategies, Public Expenditure Reviews, and Poverty Analyses in the Europe and Central Asia Region. This analytical work included the analysis of education issues for the Turkey Women in Development Report and Turkey Living Standards Study, work on restructuring of education and training systems in Slovakia and Turkey, contributions to a regional conference on pension and social assistance policy, and contributions to the UNICEF International Child Development Centre regional monitoring report, *"Education for All?"*

In 1998, I led a team which developed a sequence of two Adaptable Program Loans for Basic Education in Turkey. This Program comprises $600 million of World Bank financing, €100 million of European Community financing, and over $4 billion of national financing to extend the duration of and improve the quality of basic education throughout Turkey. In order to manage the Bank's supervision effort for this program more effectively, I relocated from Washington to the World Bank's Ankara Country Office in September 1998. This work involved close collaboration with the European Community, UNICEF, and other partners. A particular aim of the Turkey Basic Education Program was to improve girls' enrollments in rural schools in the largely Kurdish Southeast of the country, where the problem of girls' dropouts at the end of the initial five grades was most acute. The program achieved striking success in raising girls' enrollments. During the first year of the program, rural girls' enrollments in grade 6 increased by fully 160%.

I returned to World Bank headquarters in March, 2001, where I gradually handed over responsibility for management of the Turkey program to others, and took on new responsibilities in Eastern Europe and Central Asia. This work focused on issues of decentralized education finance and management, and education and poverty linkages. In 2001, I carried out the needs assessment for education reconstruction in Serbia and Montenegro, and contributed to the preparation of the Bank's first education project there. In 2001 and 2002, I provided the education chapters of the Public Expenditure Reviews in Bulgaria and the Kyrgyz Republic and the Uzbekistan Poverty Assessment, and led a sector study of Education Finance and Management in Romania. An important dimension of all four of these activities was assessing the problems arising from inconsistent roles and responsibilities of central and local education authorities under decentralized finance and management of education, and recommending appropriate actions to address these problems. In 2002, I also contributed to the preparation of the Romania Rural Education Project and led a major policy report on education management and finance. Implementation of the recommendations of this report was supported under the Romania Programmatic Adjustment Loan. The same year, I assumed responsibility as the Human Development Program Team Leader for the Kyrgyz Republic. In that role, I led the

human development inputs into the Kyrgyz Poverty Assessment, the National Poverty Reduction Strategy, the Governance Structural Adjustment Credit and Governance Technical Assistance Credit, and the Country Assistance Strategy. I also led the preparation of the Bank's first education project in Kyrgyzstan -- the Rural Education Project. This project complemented and built on the initiatives of other education donors in the Kyrgyz Republic. Among other things, it supported improvements in the financing formula for basic education, is developing performance incentives for teachers, and supported measures to build accountability of schools to local communities. I also led the analysis of education issues in the Kazakhstan poverty assessment and the Uzbekistan Public Expenditure Review. In 2004, I led a team that prepared the World Bank's new Education Strategy Paper, which synthesized the World Bank's global education strategy.

August 1979 – August 1981: Research Associate, the Population Council, New York, New York

As a Research Associate at the Population Council, I carried out a number of analytical tasks under the Population Council's global Population and Development Program. Among other activities, I provided the analysis of family planning and education programs for the World Bank's review of Algeria's *Plan Quinquennal de Développement,* worked on a USAID-sponsored program of activities on population and development in Kenya, and wrote a commissioned report for the US Congress Office of Technology Assessment on *Factors Influencing the Demand for Contraceptives.*

December 1975 – August 1979: Research Scientist, The Battelle Institute, Seattle, Washington

During my four years at the Battelle Institute, I worked with other social scientists in carrying out commissioned research, including environmental assessments for the US Nuclear Regulatory Commission, analysis of the economic effects of demographic change in Haiti for USAID, analysis of the effects on the Norwegian economy of changing patterns of fertility, mortality, labor-force participation, and savings with the Norwegian Ministry of Planning, and analysis of Basic Needs in Morocco for the United Nations Fund for Population Activities.

June – December 1973: Economist, Ministry of Planning, Rabat, Morocco

In 1973, I worked for the Moroccan Ministry of Planning as a member of the team which prepared the 1973-77 *Plan Quinquennal de Développement.* My particular focus was on the effects of rural-urban migration and external migration on the level and composition of national output

November 1968 – August 1970: Accounting Specialist, US Army

During my compulsory military service, I managed a NATO finance office in Heidelberg, Germany. I was responsible for making operational payments and maintaining the accounts for the multi-country NATO facility where I was based.

SELECTED PUBLICATIONS

The Global Challenge in Basic Education: Why Continued Investment in Basic Education is Important, with Emmanuel Y. Jimenez and Harry A. Patrinos, The World Bank, 2009.

"Financing Higher Education in Hungary: The Case for and Against Student Fees", policy paper prepared for the Hungarian Government, February, 2008.

"Aging and Education", chapter in *From Red to Gray: The "Third Transition" of Aging Populations in Eastern Europe and the Former Soviet Union"*, Mukesh Chawla, Gordon Betcherman and Arup Banerji, editors, The World Bank, 2007.

"Education and Training", with Erik Hanushek, chapter in *Labor Markets and Social Policy in Central and Eastern Europe: The Accession and Beyond*, Nicholas Barr, editor, The World Bank, 2005.

"Education Programs in Central Asia, with Particular Reference to the Kyrgyz Republic", chapter in *The Challenges for Education in Central Asia,* forthcoming. Challenges for Education in Central Asia, Stephen P. Heyneman and Alan De Young, co-editors, Information Age Publishing, Greenwich, Connecticut, 2003

Expenditure Policies towards EU Accession, report presented to European Union Conference, "EU Accession: Developing Fiscal Policy Framework for Sustainable Growth", Brussels, May 13-15, 2002.

Project Appraisal Document on a Proposed Adaptable Program Loan in the Amount of US$ 300 Million to the Republic of Turkey for a Basic Education Project in Support of the First Phase of the Basic Education Program, June 1, 1998, World Bank Report No. 17877-TU.

Technical Annex: Bosnia and Herzegovina Emergency Education Reconstruction Project, April 22, 1996, World Bank Report No. T-6856-BIH.

"Employment and Labor Market Development", in *Slovakia, Restructuring for Recovery*, the World Bank, 1994 (ISBN 0-8213-3066-7).

"Education and Technical Training", in *Turkey: Women in Development*, The World Bank, 1993, (ISSN 0253-2123).

"The Challenge for Achieving Universal Basic Education in Turkey", paper presented at the Annual Meeting of the Middle East Studies Association, 1992.

Indonesia: Basic Education Study, December 22, 1989, World Bank Report No. 7841-IND.

Kingdom of Morocco: Education and Training Sector Survey (six volumes), June 10, 1983, World Bank Report No. 4105-MOR.

DIANE DAVISON
29 Morning Street
Portland, ME 04101
greekgrl@maine.rr.com

QUALIFICATIONS

Dedicated, conscientious and inspiring leader with excellent management skills. Adept at navigating community and municipal processes. Strong, dependable management skills, well organized and capable of handling multiple priorities with a high level of commitment. Excels at dynamic communication and building relationships within the community, the board, its committees and key decision makers within the city. Comprehensive knowledge of board protocols and communication methods, which support active participation, marketing, public relations and accountability. Ability to manage and facilitate large scale projects with multiple stakeholders. Proven record of establishing systems and protocols.

EXPERIENCE

City of Portland Parks Commission — June 2013 – Present

Parks Commission Chair
Unanimously elected as Chair by fellow Commissioners last June.

Parks Commission Member — March 2009 – Present
General responsibilities include reviewing projects and proposals; receiving citizen input; and providing recommendations to the Director of Public Services and Portland City Council.

Friends of the Eastern Promenade — September 2013 – present

Executive Director
Applied for Executive Director position and received unanimous Board support in being hired as the first ED for this organization. General duties include, but are not limited to:

- Providing a general organizational operating plan assisting the Board in achieving its strategic goals
- Cultivating linear organizational management among board/committee chairs
- Creating and executing the capital campaign to ensure organizational stability and successful/timely completion of the Fort Allen Rehabilitation Project
- Supervise staff and committee chairs to ensure consistency in all marketing and outreach activities

Friends of the Eastern Promenade, President — 2008 – 2013

President, Board of Directors

- Increased the organization's Board and capacity; elevated the developmental infrastructure for fundraising and sponsorship; expanded membership; reformed committee structure; and reinforced financial operations.

- Demonstrated success in fundraising/grant writing; successfully achieve project priorities; maintain valuable external relationships; responsible for financial oversight, sustainable organizational growth; cultivate donor and sponsor relations. Expanded membership – currently approximately 250 members in good standing.
- Provide inspiration and direction to develop FoEP's status as respected, dedicated, effective, and prominent stewardship advocacy organization for the City's premier green space.
- Managed the creation of of two key pedestrian trail link projects on the Eastern Promenade: Fort Allen Trail – Fall 2009, and Loring Memorial Trail – Fall 2010
- Supervise duties and performance of Marketing and Development Coordinator to ensure consistent messaging of design and content of all external communications and social media.
- Revived the City's "Summer Concert Series" through successful sponsorship and marketing campaign to bring music back to the bandstand at Fort Allen Park. (*2013 will be the 3rd season.*)
- Facilitated the Fort Allen Rehabilitation Project through entire process, from hiring design team to construction documents:
    - Management and oversight of the design process, public process, city planning, and adherence to Historic Preservation standards.
    - Liaison for communication between Architects, the City, FoEP, and the public.
    - Diligent advocacy in lobbying for funds and educating key city officials on the significance of this project, resulting in $1.1million in combined CIP and CDBG funds to launch the project in FY13.
- Cultivate professional relationships between the Executive Committee and Committee Chairs to enhance organizational effectiveness, reporting, and budget oversight.
- Develop and facilitate well attended annual meetings.
- Effectively manage a dynamic fundraising campaign, "Bicentennial and Beyond Initiative," supporting strategic plan steps which provide resources to carry out existing projects and programs, and the hiring of an Executive Director.
- Current Budget: $73,000.00 (June, 2013)

Friends of the Eastern Promenade 2006 – 2008

Founding Member

- Led organized meetings and recruited community members to establish original Board of Directors.
- Responsible for oversight of administrative tasks necessary to transform the group from an "organizing committee" to a legitimate, nonprofit Board of Directors, including crafting the mission statement and establishing by-laws and the organization and committee structure.
- Created programs designed to establish identity and educate the public about FoEP's mission and the Master Plan for the Eastern Promenade.
- Identified key, long-and short-term project priorities within the Master Plan for the Eastern Promenade which included maintenance of naturalized areas, invasive species management, improving pedestrian circulation within the park, and establishing a planting plan for Fort Allen Park.

- Performed continuous outreach to cultivate relationships with City of Portland staff and other key non-profit organizations.
- Launched first membership campaign in May, 2008 which resulted in an increase of 50 initial members.
- Arranged the first strategic planning session in July of 2008.
- Transformed the organization from a grassroots/reactive model to a more strategic and respected park advocacy voice.
- Operating budget: $3,000 (February, 2008).

ADDITIONAL COMMUNITY AFFILIATIONS

Participant: City of Portland Department of Parks and Recreation's Community Need Assessment Focus Group for Parks, Open Spaces, Trails and Neighborhoods **2007**

Public Safety Committee Member of the Munjoy Hill Neighborhood Organization 1991-1994
Instrumental in establishing Community Policing Center on Munjoy Hill.
Collaborated with Community Policing to organize National Night Out events to strengthen the spirit of police/community partnership and generate support for anti-crime programs.

EDUCATION

Maine Association of Non-Profits:

- **Leadership Institute for New Executive Directors** (8 month commitment) March, 2013 – October, 2013
- **Project Budgets for Grant Proposals** April, 2013
- **Getting Ready for your Capital Campaign** February, 2013
- **Making the Ask** September, 2012
- **Board Boot Camp – Advanced Track** October, 2012
- **Creating Capacity for Developing Leadership** February, 2012
- **Succession Planning** November, 2011

Associate Degree, Thomas College

AWARDS AND RECOGNITION

- Governor's Award for Service and Volunteerism: Exemplary Award – Volunteer of the Year, April, 2013
- Munjoy Hill Neighborhood Organization – "Outstanding Citizen, Neighbor, Friend Award," June, 2007

Christian N. MilNeil
christianmilneil.com | 45 Smith Street #2, Portland | (207)-310-0728 | c.neal.milneil@gmail.com

Online Content Producer
Portland Press Herald/Maine Sunday Telegram, 2012-present

- Responsibilities include basic website maintenance, coding and updating special section webpages, data journalism, interactive features for the web, blog editing and copywriting.

Freelance Writer and Web Developer
2008-2012

- My work has appeared in the Boston and Portland *Phoenix*, *Orion Magazine*, *Grist.org*, *Next American City*, and others (a list of articles is provided below).
- Edited LiveWork Portland, a website aimed at attracting creative economy workers and employers to Portland, Maine, from 2011-2012.
- Website development credits include lgbtagingproject.org (a coded-from-scratch Wordpress site), anchorpackstore.com, and christianmilneil.com.

Director of Communications
Maine Audubon, 2009-2011

- Managed internal and external communications for a Maine Audubon, a leading Maine environmental nonprofit. Responsibilities include press relations, drafting op-ed columns and press releases, website maintenance, analytics, and development, copywriting and strategic messaging for fundraising campaigns, and advancing technological improvements to the organization's constituent databases.
- Editor of *Habitat*, a quarterly full-color newsletter that features events and activities listings, conservation news briefs, and feature-length articles. Responsibilities included writing articles, editing freelance contributors, and supervising a design and layout editor.

Communications Director
GrowSmart Maine, 2007-2009

- Maintained internal and external communications for a GrowSmart Maine, a nonprofit, statewide public policy organization.
- Wrote and edited "Charting the Course," the organization's monthly column in *Mainebiz* magazine.
- Created and wrote the "Charting Maine's Future" blog, with posts published 1-2 times per week.

Backcountry Hut Crew, Caretaker, Carpenter
Appalachian Mountain Club, 2003-2006 (seasonally)

Urban Park Ranger
New York City Parks and Recreation, 2006

EDUCATION

1999 - 2003 **Reed College**, Portland, OR

- Interdisciplinary degree in math and economics received May 2003.

CIVIC SERVICE

2012 - present **Board of Commissioners, Portland Housing Authority**
2009 - 2013 **Chair, Portland Bicycle and Pedestrian Advisory Committee**

SELECTED PUBLICATIONS

"The Vigorous North". [blog]. Top posts include The Black Belt: How Soil Types Determined the 2008 Election in the Deep South, The Utopia Over the Freeway, and Back to the Land: In Outer Space! Available at: http://vigorousnorth.blogspot.com

Los Angeles River checks into rehab. *Grist.org*, July 30 - August 2, 2012. A 4-part series, available at: http://grist.org/cities/river-rising-part-1-a-symbol-of-urban-blight-is-reborn/

"LiveWork Portland" [blog]. Editor since May 2012. Posts include "Quality of Life Requires a Quantity of Opportunity," "A Harbor for Ideas: The Portland Public Library," and "Recycled Since 1866: Portland's Green Buildings".

The Illusion of Rural Independence. *Maine Things Considered*, MPBN radio. Broadcast December 8, 2011. Available at: http://www.mpbn.net/Home/tabid/36/ctl/ViewItem/mid/3478/ItemId/19318/Default.aspx

The Portland, Maine Bike Map. Published September 2011.

Nature Moves Back In. *Orion*, November/December 2009.
A story about the new wetland ecosystems growing in abandoned backyard pools in the aftermath of California's foreclosure crisis.

A Stormwater Popsicle. *The Phoenix*, April 9, 2008. Available at:
http://thephoenix.com/boston/news/59490-stormwater-popsicle/
A story about the Bayside Glacier, a massive "snow dump" located in downtown Portland, Maine during the winter months. Adapted as "Inner-City Glaciers," an essay published in *Making the Geologic Now*, edited by Elizabeth Ellsworth and Jamie Kruse. Punctum Books, 2012.

From East Africa to Down East. *The Next American City*, Winter 2007.

Other interests and skills

Publishing and Coding Skills:

- Fluent in HTML and CSS; strong competence in Javascript, familiarity with PHP, Python, and MySQL.
- Statistical analysis, including Stata and R
- Comfortable working in several content management platforms including WordPress and Blogger.
- Comfortable in Adobe Creative Suite applications, including Illustrator, InDesign, and Photoshop.

Other interests include geography, history, reading, bicycling and bike repair, creative writing, and hiking.

CITY CLERK

2014 MAY 15 PM 2:51

May 15, 2014

Faith McLean
33 Cabot St
Portland, ME 04102

TO Whom it may concern,

My name is Faith McLean. I apologize that I didn't receive the notice of the upcoming elections, however I would still like to be considered in the upcoming election for the housing commissioner position.

I have worked as an advocate for low income people for most of my life. I understand how important an issue housing is to low income families.

I would like to continue to be an advocate and commissioner and hope you will consider my application, although it is late in getting to you.

Thank's again for your consideration of my application.

Sincerely,

Faith McLean

Siyad Ahmed

45 Front Street

Portland,Maine 04103

Fazul120@hotmail.com

207-331-7438

Date: April 29, 2014

To:

City Council office

Portland, ME 04101

Dear sir/ Madam

My name is siyad Ahmed working with public health city of Portland. I'm one of the PHA residents at Front Street. I have read the notice that PHA would like to recruit people who would serve on the board of commissioner for the next two years and especially they would like to have representative from their residents.

In regards to that I'm interested to become a member of this board. I have very good connection with my community and in general the minority and refugee community members who live in the PHA facilities. I would like to volunteer in this position such that I will be able to work between my community and the PHA authority and or help in any other field that would require my attention.

Your response is highly appreciated.

Siyad Ahmed

164 Caleb Street
Portland, ME. 04102

Phone: (207) 541-9329
E-mail : al33@maine.rr.com

Alan Freedman

Self Employment

Real Estate and Construction

- Residential renovation
- Property management
- Residential sales

Municipal Fire Department Experience

Fire Department, Brookline, MA

- Served in positions from firefighter to interim department shift commander
- Received highest score on Lieutenant, Captain and Deputy Chief promotional examinations
- Taught first aid and CPR
- Supervised engine and ladder companies
- Conducted training drills
- Conducted in-service building inspections
- Communicated with hierarchical superiors and subordinates to prevent and solve problems
- Commanded engine company that responded to emergencies in Boston and surrounding communities such as Cambridge, Somerville, Revere, Newton, and Chelsea
- Streamlined interstation supply distribution system and measurably reduced time devoted to this task
- Developed incident management plans
- Determined priorities
- Obtained, allocated, and coordinated resources to accomplish objectives
- Designed sound level survey and hearing screening program and authored resulting health hazard analysis for Local 950 IAFF

Education

MPA, Western Carolina University

- Pi Gamma Mu International Honor Society
- The Honor Society of Phi Kappa Phi
- WCU Graduate School Research Symposium Student Paper Competition, Finalist: Education Category

BS, Fire Science and Political Science, Boston State College

Selected Training and Certification

Managing Fire Services (ICMA)
EMT (Current in NC and ME)
Hazardous Materials Incident Analysis
PADI Open Water Diver

Community Activities

Civil Service Commission Portland, ME
Interview Police and Fire Department candidates
Review and modify ordinance to ensure effectiveness of merit system

American Red Cross
Instructor of First Aid and Personal Safety (10 years)

Mission–St. Joseph's Health System
Owen Heart Center Information Staff (3 years)

Roslindale Village Market Committee
Community driven private-public sector collaboration supported by a city administration committed to assisting neighborhood residents in their efforts to establish a supermarket to anchor the revitalization of an urban Boston business district

Publications

"Fire In Abandoned Mill: Lessons Learned", Fire Engineering, Vol. 157,No.8, August, 2004

"Lessons From the Thomas Wolfe House Fire", Fire Engineering, Vol. 156, No.2, February, 2003

"Camaraderie and Organizational Dysfunction", Fire Engineering, Vol. 151,No.2, September, 1998

"Hearing Loss: An Avoidable Hazard", Fire Engineering, Vol.146, No.4, April, 1993

LIN LISBERGER

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Portland, Maine 04101
207-899-0161, 207-712-0955

lbl@maine.rr.com
www.linlisberger.com

SELECTED SOLO AND TWO PERSON EXHIBITIONS

2011 *Knots and Bridges,* 3fish Gallery, Portland, Maine
2009 *Bridges,* Two Point Gallery, Portland, Maine
2007 *Journeys*, 3fish Gallery, Portland, Maine
2005 *Expressive Figures*, 3fish Gallery, Portland, Maine
2000 *Gaea Basket* Installation, Portland City Hall, Portland, Maine
1998 Solo Exhibition, Lakes Gallery, Casco, Maine
1995 Solo Exhibition, June Fitzpatrick Gallery, Portland, Maine
1993 Two Person Show, Center for the Arts at the Chocolate Church, Bath, Maine
1987 Solo Exhibition, Anne Weber Gallery, Georgetown, Maine
1985 Two Person Show, Upstairs Gallery, Ithaca, New York
1983 Solo Exhibition, Portland Public Library, Portland, Maine

SELECTED GROUP EXHIBITIONS

2011 *10 From 10*, Grimshaw-Gudewicz Art Gallery, Bristol Community College, Fall River, Massachusetts
2010 *Contemporary Maine Wood Sculpture,* Messer Gallery, Rockport, Maine
Maine Wood Biennial 2010, Messer Gallery, Rockport, Maine
Amnesty International Arts Festival, Silver Spring, Maryland
Wind Through the Trees, Jenkins Arboretum, Devon, Pennsylvania
Contemporary Wood Sculpture in Maine, Center for Maine Furniture Craftsmanship, Rockport, M
2009 *Contemporary Sculpture at Chesterwood*, Chesterwood, Stockbridge, Massachusetts
Return, Hawk Ridge Farm, Pownal, Maine
2007 *Contemporary Sculpture at Chesterwood*, Chesterwood, Stockbridge, Massachusetts
Wood One, University of Maine at Farmington Art Gallery, Farmington, Maine
2006 *Forests*, Atrium Gallery, University of Southern Maine, Lewiston-Auburn, Maine
I WITNESS: Art in a Political Context, Grimshaw-Gudewicz Art Gallery, Bristol Community College, Fall River, Massachusetts
2005 *Touchstones,* Blum Gallery, College of the Atlantic, Bar Harbor, Maine
War Flowers: From Swords to Plowshares, Area Gallery, USM, Portland, Maine
2004 *Water Works,* Area Gallery, University of Southern Maine, Portland, Maine
The Animate Earth, Hawk Ridge Farm, Pownal, Maine
2003 *Grant Jacks Memorial Exhibit,* University of New England, Portland, Maine
2002 *Terrain: Sculpture Today,* ICA, Maine College of Art, Portland, Maine
Outdoor Sculpture Exhibit, University of New England, Portland, Maine
2001 Outdoor Sculpture Exhibit, University of New England, Portland, Maine
1999 *Log Show,* Maine Coast Artists, Rockport, Maine
1998 *Fresh out of the Studio: Maine Sculptors Create,* Danforth Gallery, Portland, Maine
Sculpture Sanctuary, Gilsland Farm, Falmouth, Maine
Group show, Frick Gallery, Northeast, Northeast Harbor, Maine
1997 *Forest City Annual,* Portland, Maine

Juried Show: Debuts Since '79, Maine Coast Artists, Rockport, Maine
4th Annual Juried Sculpture Exhibit, W. Carolina University, Cullowhee, North Carolina
1996 *Out of the Woods*, Lakes Gallery, Casco, Maine
Environmental Arts at the Eighth Triennial, Fuller Museum, Brockton, Massachusetts
Inside/Outside, Maine Coast Artists, Rockport, Maine
Ten Years of Fire, Joanne Rapp Gallery, Scottsdale, Arizona
1995 *Sculpture Competition 1995*, Radford University, Radford, Virginia
1995 *The Spirit of Home*, Danforth Gallery, Portland, Maine
1994 *Sculpture at the Audubon*, Falmouth, Maine
1993 *Environmental Arts*, Bradley Palmer State Park, Topsfield, Massachusetts
1992 *Sculpture at Meeting Hill Farm*, Yarmouth, Maine
Sculpture Park, Maine Festival of the Arts, Brunswick, Maine
1991 Sculpture Garden, Judith Leighton Gallery, Blue Hill, Maine
Critters, Cry of the Loon Gallery, Casco, Maine
1990 *Flora and Fauna,* Rice Gallery, Albany Institute of History and Art, Albany, New York
Families, Hera Gallery, Wakefield, Rhode Island
1989 *A Moving Tribute,* Hobe Sound Gallery North, Portland, Maine
1988 *Recollections and Premonitions,* Joan Whitney Payson Gallery of Art, Portland, Maine
Abstract Show, Maine Coast Artists, Rockport, Maine
1986 *Maine Invitational,* Hobe Sound Gallery North, Portland, Maine
1984 *Inside/Outside*, Bowdoin College Museum of Art, Brunswick, Maine
1981 Maine Coast Artists Open Exhibition (juried), Rockport, Maine

RESIDENCIES AND GRANTS

2000 Fulbright Scholar finalist
1995 Morse High School, Bath, Maine; Sculpture residency
1994 Watershed Center for the Ceramic Arts, Edgecomb, Maine
1992 Cape Elizabeth High School; Set-design residency

EDUCATION

1980 MFA in Sculpture, University of Pennsylvania
1977-1978 Additional course work: University of Southern Maine, Philadelphia College of Art
1973 BA in Literature, University of California at Santa Cruz

TEACHING AND WORK EXPERIENCE

1981-present Instructor of Sculpture, Drawing and 3D Design, University of Southern Maine
1987-1988 Instructor of 3D Design and Drawing, Portland School of Art
1975-1978 Studio Potter, Monmouth, Maine

COMMISSIONS AND COLLECTIONS

Meditech, Westwood, Massachusetts
Trillium Asset Management, Boston, Massachusetts
Radford University, Radford, Virginia
Percent for Art, Songo Locks School, Naples, Maine (1993)
Percent for Art, Saccarappa School, Westbrook, Maine (1990)
Numerous private collections

REVIEWS AND ARTICLES

Rebecca Falzano, *The Sculptural Side of Wood,* "Maine Home + Design," Nov/Dec 2010
Christine Temin, *Contemporary Sculpture at Chesterwood: "Space is the Place,"* "Sculpture," November 2009
Peter McLaughlin, *Art al fresco: Contemporary Sculpture*, "The Berkshire Eagle," July 2009
Philip Isaacson, *Lisberger's 'Journeys' a trip worth taking*, "Maine Sunday Telegram," June 2007
Janet Riker, *Contemporary Sculpture at Chesterwood, 2007*, June 2007
Carl Little, *Forests: Anchors of Earth, Tellers of Time*, "Art New England," October 2006
Colleen Marshall, *Bringing Wood to life*, "Gorham-Westbrook Gazette," September 2006
Bill Van Siclen, *Eye witnesses in Fall River*, "The Providence Journal," March 2006
Kathleen Durand, *Artists making statements*, "The Herald News," March 2006
Kathleen Hancock, *I Witness, Art in a Political Context*, March 2006
Philip Isaacson, *Soccer paintings transcend athletics*, "Maine Sunday Telegram," September 1998
Ken Greenleaf, *The Annual: art among the Oaks*, "Maine Sunday Telegram," September 1997
Donna Gold, *Maine Coast Artists gives debut efforts an encore*, "Maine Times." June 1997
Philip Isaacson, *USM art faculty accomplished and what's best—it shows*, "Maine Sunday Telegram," March 1997
Linda Steigleder, *The Eighth Triennial*, Fuller Museum of Art, August 1996
Philip Isaacson, *Lakes Gallery offers all shapes and sizes 'From the Woods,'* "Maine Sunday Telegram," June 1996
Peter Bennett, *Lin Lisberger: Sculptor/Teacher*, "Gorham Times," January 1996
Ken Greenleaf, *Are the slices of life the stuff of exhibits? Sometimes*, "Maine Sunday Telegram," September 1995
Philip Isaacson, *Stage settings from a woodcarver; a sense of sea*, "Maine Sunday Telegram," September 1993
Ellen Schiferl, *Lin Lisberger, Recent Sculpture*, "Art New England," October 1987

Order 265-13/14
Tab 4 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER RE: RESIDENTIAL PARKING PERMIT EXTENSION

ORDERED, that Schedule XXVIII, Residential Parking Permit Area, District IR established pursuant to Order 306-07/08 passed on June 16, 2008 and amended by Order 278-08/09 on June 1, 2009, Order 246-09/10 on June 7, 2010, Order 270-10/11 on June 20, 2011, Order 217-11/12 on June 18, 2012 and Order 235-12/13 on June 3, 2013, is hereby amended, as follows:

By extending the one-year period that will expire on June 30, 2014 to June 30, 2015.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: John Peverada, Parking Manager

DATE: May 7, 2013

DISTRIBUTION: Mark Rees, City Manager
Sheila Hill-Christian, Deputy City Manager
Michael Brennan, Mayor
Danielle Wes Chuhta, Corporation Counsel
Sonia Bean, Senior Administrative Assistant
Nancy English, Executive Legal Assistant

SUBJECT: Residential Parking Permit Extension

SPONSOR: Councilor Kevin Donoghue

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading _____ Final Action June 16, 2013

I. SUMMARY OF ISSUE

June of 2008, the City Council approved a new residential parking zone, IR (Island Resident). A total of twenty nine (29) two hour parking spaces on both sides of Thames St. easterly of Hancock Street were signed accordingly. Vehicles displaying a IR (island resident) permit are exempt from the time limit parking regulation and can be left there all day; however the vehicles must be moved in accordance with the standard posted street maintenance signs, snow bans and posted emergency no parking.

Additionally since the development of the proposed condominiums at the corner of Thames and Hancock Streets was on hold, 10 on street spaces on the westerly side of Hancock St between Fore & Thames and the 16 on street parking spaces on the north side of Thames St. between India and Hancock St. were signed 2 hour parking (rather than metered), so **that people with a IR permit could use them on a temporary year to year basis until the condominium development is started or another project in it's place.** This gave the islanders an additional 26 on street parking spaces convenient to Casco Bay Lines, that would cause minimal interference with area businesses and residents.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The current one year approval to allow the 26 spaces surrounding the development that is on hold at the corner of Thames & Hancock Streets to be included in the Island Residential Zone expires on June 30, 2014.

III. INTENDED RESULT

Extend the approval to maintain the 26 spaces, surrounding the development that is on hold at the corner of Thames & Hancock Streets, signed 2 hour parking, for another year, until June 30, 2015

IV. COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

None

VI. STAFF ANALYSIS

Staff has determined that the additional on street parking will benefit Island residents, and will be a good use of the on street parking in this area only until new development occurs.

VII. RECOMMENDATION

The Parking Division and Island and Neighborhood Administrator recommend passage.

VIII. LIST ATTACHMENTS

Order 266-13/14
Tab 5 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
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CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER DECLARING SATURDAY AND SUNDAY, AUGUST 16 AND 17, 2014, AS "89TH ANNUAL ST. PETER'S BAZAAR AND ITALIAN STREET FESTIVAL" AND APPROVING FRIDAY, AUGUST 15, 2014, AS "ST. PETER'S 4-MILE ROAD RACE"

ORDERED, that Saturday, August 16, and Sunday, August 17, 2014, are hereby declared "89th Annual St. Peter's Bazaar and Italian Street Festival"; and

BE IT FURTHER ORDERED, that the St. Peter's 4-Mile Road Race is approved for 7:00 p.m., Friday, August 15, 2014, with the closing of India Street from Federal to Fore Streets for the start of said Race from 6:55 to 7:10 p.m.; and

BE IT FURTHER ORDERED, that Federal Street from India Street to Franklin Street shall be closed to vehicular traffic on Friday, Saturday and Sunday, August 15, 16 and 17, from Noon to Midnight of each day and shall be posted "No Parking"; and

BE IT FURTHER ORDERED, that the Festival area is closed to street vendors pursuant to Sec. 19-17 of the City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Sec. 25-27 of the City Code to St. Peter's Church for use of the above described area for the Festival, subject to the following conditions:

- The St. Peter's Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit (amount determined by the Public Services Director or designee) on file at the Public Services Event Office; and

- St. Peter's Church shall be responsible for any costs incurred by city departments for the purposes of facilitating the Festival, Road Race, banner hanging, including but not limited to, police department charges, public services fees, parking control fees, inspection services fees, city clerk's license fees and public services event office fees and shall adhere to conditions for use as stated in the permit for use issued by the Public Services Event Office; and

- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival; and

- The St. Peter's Festival organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival; and

- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from PS Event Office, shall be adhered to; and

- The St. Peter's Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** combined single limit for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "St. Peter's Bazaar and Italian Street Festival" activities, and the City be endorsed on the policy; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the City Code, provided all other applicable requirements of the City Code have been met regarding the operation of said Festival and Road Race.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services

DATE: June 2, 2014

DISTRIBUTION: Mark Rees, City Manager
Michael Brennan, Mayor
Danielle West-Chuhta, Corporation Counsel
Sonia Bean, Senior Administrative Assistant
Nancy English, Executive Legal Assistant

SUBJECT: **89th Annual St. Peters Bazaar and Italian Street Festival**

SPONSOR: City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading_____June 16, 2014_____ Final Action_____

Can action be taken at a later date: __x___ Yes _____ No

PRESENTATION: None that is known of.

I. SUMMARY OF ISSUE

Please see attached memo.
Declare **Saturday and Sunday, August 16 and 17, 2014,** as the "**89th** Annual St. Peter's Bazaar and Italian Street Festival" to be held on Federal Street, and approve the St. Peter's 4-mile Road Race, **Friday, August 15, 2014.**
There is no rain date.
Festival area is Federal Street (street and sidewalks) from India Street to Franklin Street Arterial.

II. REASON FOR SUBMISSION

Festival Declaration
Allows for control of vendors.
Use of City sidewalk and street for entertainment stage, food and game booths.
Closing of Federal Street to vehicular traffic.
Closing of India Street (Federal to Fore Street) for start of Road Race.

III. INTENDED RESULT

Grant permission to use the street and sidewalk areas.
Allows for control and regulation of vendors.

IV. COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Festival organizers are responsible for covering most City costs incurred.

VI. STAFF ANALYSIS

VII. RECOMMENDATION

The Department of Public Services recommends approval of this order.

VIII. LIST ATTACHMENTS

- **Detailed Memo from Staff**
- **Application from Event Organizer**

Prepared by:

Ted Musgrave
Public Services Event Office

Portland, Maine | Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

TO: Mark Rees, City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: June 2, 2014
RE: **Council Agenda Item – 89th Annual St. Peters Bazaar and Italian Street Festival**

I am requesting that the following order be placed on the next City Council agenda:

Order declaring Saturday and Sunday, August 16 and 17, 2014, as "89th Annual St. Peter's Bazaar and Italian Street Festival" and approve Friday, August 15, 2014, as the "St. Peter's 4-Mile Road Race."

St. Peter's Church and Friary has sponsored this Bazaar & Festival for many years. The festival blends Italian epicurean delights with games for children and teenagers, games of chance and music and dancing in the evening hours. Attendance at the festival is estimated at 1,500 per night. The 4-Mile Road Race (the 28th annual), held on Friday night, winds its way up to the Eastern Promenade and back to the church. Attendance at the race is estimated at 300 runners.

Those attending the 2-day Festival may purchase meals and desserts. Games of chance will also cost a nominal fee. Proceeds are to benefit the church. The stage area, activities and booths are set up in the street. Organizers may request that a Festival banner be hung across Congress Street at the City Hall location.

In order for this festival to be held, a portion of Federal Street (India Street to Franklin Street Arterial) needs to be closed to vehicular traffic on **Friday, Saturday and Sunday, August 15, 16 and 17, 2014, from 12 noon to 12 midnight** and posted "No Parking." Hours for the festival are: Saturday + Sunday: 4pm – 10pm. Setup for the festival is on Friday afternoon and evening. There are no rain dates.

In order for the road race to be held, a portion of India Street (Federal to Fore Street) needs to be closed to vehicular traffic for the start of the race from 6:55 – 7:10 p.m. on **Friday, August 15, 2014.** There is no rain date.

The Festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of St. Peter's Church, for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the St. Peter's Festival organizers for the use of the above-described area for said Festival, subject to the following conditions:

Michael J. Bobinsky
Director of Public Services

- St. Peter's Festival organizers shall be responsible for any costs incurred by City departments for the purposes of facilitating the Festival, Road Race, and banner hanging, including, but not limited to: Police Department charges, Public Services fees, Parking Control fees, Inspection Services fees, and City Clerk's License fees, and organizers shall adhere to conditions for use as stated in the permit for use issued by PS Event Office;

- The St. Peter's Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit (amount determined by the Public Services Director or designee) on file at the PS Event Office;

- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival;

- The St. Peter's Festival organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival;

- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from PS Event Office, shall be adhered to; and

- The St. Peter's Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** combined single limit for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "St. Peter's Bazaar and Italian Street Festival" activities, and the City be endorsed on the policy.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PS Event Coordinator

CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES
PUBLIC PARK & SPACE APPLICATION (3 pages)
55 Portland St. ~ Portland ~ ME ~ 04101
207-874-8826 (Event Office) ~ Fax 207-874-8816
tvm@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area 2. a security deposit required 3. insurance required (There may be fees due and applications required from other City Departments)

TODAY'S DATE	March 3, 2014	ORGANIZATION NAME	St. Peter's Festival Committee / St. Peter's Catholic Church						
ORGANIZATION ADDRESS	307 Congress Street		CITY	Portland	ORGANIZATION ADDRESS	307 Congress Street	CITY	Portland	
	Physical Address: 72 Federal Street, Portland								
CONTACT NAME(S)	Sal Bonetti Mike Russo Denis Lafreniere								
Work #	Church Office: 773-7746 x101	CELL	939-6755 (Sal) 838-0080 (Mike) 590-1335 (Denis)		Work #	Church Office: 773-7746 x101			
EMAIL	m.russo22@yahoo.com ; salvatore.bonetti@morganstanley.com	EMAIL	denis.lafreniere@portlanddiocese.org						

PARK AREA OR PUBLIC SPACE REQUESTED	Federal Street (Franklin Arterial to India Street)				
EVENT DAY & DATE(S)	Saturday & Sunday, August 16th & 17th Set-up on Friday, August 15th 2014	Rain Date	None		
ENT START TIME :. set-up start time)	Noon	EVENT START TIME (i.e. set-up start time)	Midnight	EVENT START TIME (i.e. set-up start time)	4 – 10pm

EVENT NAME	EXPECTED ATTENDANCE
89th Annual St. Peter's Bazaar and Italian Street Festival	1,500 expected each day

DESCRIPTION OF EVENT: Please be specific regarding **area of public space/park** and describe Event in detail. If submitting a request for a Road Race (other than around Back Cove and using Back Cove Pathway for the route), please include a detailed MAP of the COURSE (as this will need to be approved by City Departments and the Manager's Office).

Federal Street (from Franklin Arterial to India Street) is scheduled to be closed to vehicular traffic on Saturday, August 16 and Sunday, August 17, 2014, (as well as Friday, August 15th for setup and the road race) in order to hold the 89th annual St. Peter's Bazaar/Street Festival. (Barricades would be placed at India Street, as well as across Hampshire Street.) Hours for the festival are Saturday & Sunday (approx. 4 – 10pm). Setup for the festival is on Friday afternoon and evening. The street (Federal Street) may be closed to traffic from Noon – Midnight each day (for more setup time and breakdown time) – if needed. There will be food booths, games for the children, games of chance, and music in the street during the afternoon and evenings. Booths STAY on the SIDE OF the street during the overnight hours.

Money raised by this event goes toward the upkeep of St. Peter's Catholic Church.

A St. Peter's Road Race is slated for Friday evening, August 15, start time: 7pm

IS THERE A REGISTRATION FEE?	Admission is free to the public (games, food, etc costs extra)	
IF YES, HOW MUCH?	FEE	$
	STUDENT FEE	$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? *Parking at area lots, Cathedral Parish, Rite-Aid and on the street*

PLEASE CHECK OFF AND ANSWER:
PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE

*	Are you setting up a **canopy**(s) ? (canopy is 10x10 size) How many:	X		
*	Do you wish to set up a **tent(s)**? (a canopy or tent larger than 10x10 needs to be		X	
*	Will you be setting up **tables and/or chairs** ? How many tables: chairs:	X		
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:	X		
	Will there be **refreshments** at the event? Do you wish to **sell food?** (If so, you will need approval from Public Services) List food and drink: A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice.	X		
*	Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.) ? If so, you will need approval from Public Services, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office. List items you wish to sell:	X		
*	Are you setting up a **PA (sound) system** ? Are you planning on having **Amplified Music ? Band ? DJ ?** If so, your event requires a concert license from the City Clerk's Office. (Just voice -- i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am -- 1:15pm, and 1 hour between 5pm - 8pm).	X		
*	Will your event require **electricity?** Electricity is available at some of the parks & squares (Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park). Some of these electrical boxes need a key for access.	X FROM PARISH		
*	Are you planning on bringing a **Grill for a Barbecue** ? Only Gas Grills are allowed in the parks (NO CHARCOAL). Grilling is subject to weather conditions and possibly Fire Dept. review.	X		
*	Will the event require **reserved parking spaces / parking meters**? How many? "No Parking" signs may be purchased at Public Services, 55 Portland Street.	X		
*	Will your event need **safety vests, signs, barricades and/or cones**? Please list what you would like to borrow: A few orange vests and cones may usually be borrowed from Public Services, Event Office. Barricades and signs are borrowed from Public Services, Customer Service.	X		
	Will your event require **street closures**? (Please be specific under "Description of Event")	X		
*	Will your event require **Police** assistance? An event such as a road race, march in the street, or parade would typically require police assistance.	X		
*	Will your event require **Fire/EMS** assistance? (For a large walk/race, it is recommended.)		X	
*	Will your event require **porta-restroom** rental(s) or need existing porta-restroooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a $25 fee is assessed for events where attendance is 150 or more.)	X RENTED BY PARISH		

INSURANCE CERTIFICATE INFORMATION				
*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		

- If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr," or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is $400,000. Please have your insurance company email a copy to Public Services: email to tvm@portlandmaine.gov.

PUBLIC SERVICES POLICIES

ELECTRICITY

Cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you not use electricity, unless all connections and equipment are covered and protected from the elements.

BARBECUES - GAS GRILLS ONLY
Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by Public Services and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from ildren's activities. You must bring a fire extinguisher with you to the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES
Porta-Restrooms are required for large events and events where food is being served. The city currently rents from the porta-restroom company (Associated Septic, 207-799-1980). However, you do not need to use this particular company.

TRASH
All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES
Public Services has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). $10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES
By city ordinance, smoking is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION
Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT
♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
♦ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	DJL	DATE	3/3/14

ASSUMPTION OF RISK & LIABILITY
Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	DJL	DATE	3/3/14

CREDIT CARD INFORMATION							
Visa or MasterCard Number					Exp Date (Mon/Yr)		
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED							

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"
♦ Please make out security deposit checks separate from permit fees.

TOTAL AMOUNT(S) DUE TO PUBLIC SERVICES (Please make all security deposit checks out separately)			
Permit Fee for use of area: $40 per hour (i.e. a 3 hour event totals $120) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however $40 is non-refundable) Number of Hours of Use: **3 days use**	**$ 400 DUE**	Vest, Barricade, Cone Deposit: $10 per/item	**$???**
Electricity: $5per/hr (fee only pertains to 1st Amendment uses – i.e. no charge if paying hourly fee)	**$**	Public Space / Park Security Deposit: Sound Security Deposit $100 - $1000	**$ 100 due**
Key Deposit: $50 per key	**$**	Other (Porta-Restroom User Fee, etc.)	**$**

FOR OFFICE USE ONLY							
TE REC'D PLICATION	3-5-2014	DATE REC'D INSURANCE	**NEED up to DATE coverage**	PERMIT FEE AMT REC'D	**$ NEED**	SECURITY DEPOSIT	**$ NEED**
PAYMENT TYPE							
VISA	**$**	MC	$	CK #		CK AMOUNT	$	CASH AMT	$

Order 267-13/14
Tab 6 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
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CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER DECLARING SATURDAY, AUGUST 23, 2014, AS "49th ANNUAL WCSH6 SIDEWALK ART FESTIVAL"

ORDERED, that the 49th Annual WCSH6 Sidewalk Art Festival be and hereby is declared on Saturday, August 23, 2014 or, in the event of rain, on Sunday, August 24, 2014; and

BE IT FURTHER ORDERED, that the Festival area shall be Congress Street (the street itself), sidewalks and squares, from High Street to Elm Street (Monument Square) and Oak, Casco, Brown, Center and Preble Streets that connect with Congress Street; and

BE IT FURTHER ORDERED, that the Festival area shall be closed to traffic from 6:00 a.m. to 6:00 p.m. on Saturday, August 23, or the rain date, except High Street shall remain open; and

BE IT FURTHER ORDERED, that a parking ban is hereby authorized beginning Friday, August 22, 2014 at 6:00 p.m. through 6:00 p.m. Saturday, August 23, 2014. In the event the Festival is postponed from August 23 to August 24, the parking ban shall occur twenty-four (24) hours later than stated above; and

BE IT FURTHER ORDERED, that said parking ban shall be on both sides of Congress Street from High Street to Elm Street, including side streets (Oak, Casco, Brown, Preble and Center Streets for one block);

- Vehicles in violation of the "no parking" signs in the Festival Zone (interior roadways) shall be towed at owners' expense; and

BE IT FURTHER ORDERED, that the Festival area will be closed to street vendors and artists pursuant to Section 19-17 of the Portland City Code and is reserved the use of WCSH6, for the purpose of conducting the Festival, subject to the direction and control of the City Manager; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Sec. 25-27 of the Portland City Code to WCSH6 for use of the above described area for the Festival, subject to the following conditions:

- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during the Festival; and

- WCSH6 shall be responsible for reimbursing the Police Department for services, the Public Services Department for services, and the City Clerk's Office for licenses; and

- The WCSH6 Sidewalk Art Festival organizers shall be solely responsible for trash cleanup at the Festival and shall be required to leave a Park Security Deposit (amount determined by the Public Services Director or designee) on file at the Public Services Event Office; and

- The WCSH6 Sidewalk Art Festival organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival; and

- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from Public Services Event Office, shall be adhered to; and

- The WCSH6 Sidewalk Art Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** per occurance for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "WCSH6 Sidewalk Art Festival" activities, and the City be endorsed on the policy; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided all other applicable requirements of said Code have been met regarding the operation of the Festival.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services

DATE: June 2, 2014

DISTRIBUTION: Mark Rees, City Manager
Michael Brennan, Mayor
Danielle West-Chuhta, Corporation Counsel
Sonia Bean, Senior Administrative Assistant
Nancy English, Executive Legal Assistant

SUBJECT: **WCSH6 Sidewalk Art Festival**

SPONSOR: City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading_____June 16, 2014_____ Final Action_____

Can action be taken at a later date: __x___ Yes _____ No

PRESENTATION: None that is known of.

I. SUMMARY OF ISSUE

Please see attached memo, Public Park & Space Application and letter of request.
Declare **Saturday, August 23, 2014,** as the "**49th** Annual WCSH6 Sidewalk Art Festival Day."
(Rain date: Sunday, August **24)** **Festival runs 9am – 4pm.**
Festival area is the same as recent years: Congress Street (the street itself), sidewalks and squares from High Street (Congress Square) to Elm Street (Monument Square/One City Center) and Oak, Casco, Brown, Center and Preble Streets that connect with Congress Street.

II. REASON FOR SUBMISSION

Festival Declaration
Allows for control of vendors/artists and allows artists to sell their works.
Congress Street, itself, is closed to vehicles (High to Elm St.).
Parking ban along Congress Street and the side streets (just one block) leading into Congress Street.

III. INTENDED RESULT

Grants permission to use the street and sidewalk areas.
Allows for control and regulation of vendors.

IV. COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Organizer pays City Departments for assistance (including Police Officers), as well as City Clerk's license fees.

VI. STAFF ANALYSIS

VII. RECOMMENDATION

The Department of Public Services recommends approval of this order.

VIII. LIST ATTACHMENTS

- **Detailed Memo from Staff**
- **Application from Event Organizer**

Prepared by:

Ted Musgrave
Public Services Event Office

Portland, Maine | Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

TO: Mark Rees, City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: June 2, 2014
RE: **Council Agenda Item – WCSH6 Sidewalk Art Festival**

I am requesting that the following order be placed on the next City Council agenda:

Order declaring Saturday, August 23, 2014, as "49th Annual WCSH6 Sidewalk Art Festival," to be held on Congress Street, 9am – 4pm. (Rain Date: Sunday, Aug. 24) (This festival happens the same date as the Picnic Music & Arts Festival is planned for.)

WCSH-TV has sponsored this Sidewalk Art Festival for many years with great fanfare. This year, like previous years, festival organizers are requesting that Congress Street (from High Street to Elm Street) be closed to vehicular traffic; High Street, at the intersection of Congress Street, would stay open to commuters (same with Elm Street). Some side streets, connecting to Congress Street, would also possibly be used for artist's booths. Artists will still be set up on the sidewalk and the parking lane – facing out towards the street. The public would walk in the street and view artist's work from that vantage point. This frees up more room on the sidewalk for pedestrians to enter shops and for shops to also put out tables (sidewalk sale) if they so desire. 300 artists are registered for this year's event. Artists will be selling their work to the general public.

In order for this festival to be held, a portion of Congress Street and abutting side streets need to be closed to vehicular traffic and posted "No Parking." The street closures will extend along Congress Street - High Street (Congress Square) to Elm Street (Monument Square) and also include the following side streets: one block of Oak, Casco, Brown, Center and Preble Streets leading up to Congress Street. Streets would be closed from **6:00 a.m. – 6:00 p.m. on Saturday, August 23, 2014.** The parking ban would extend the same distance and continue from **1a.m., Saturday, August 23, 2013, until 6:00pm, Saturday, August 23, 2014.** In the event of inclement weather, the parking ban and street closures will be pushed forward to the following day.

The Festival area (Congress Street itself and the abutting side streets, sidewalks and squares between and including High Street to Elm Street) will be closed to street vendors and artists pursuant to Section 19-17 of the Portland City Code and is reserved the use of WCSH6, for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

Vehicles in violation of the "no parking" signs in the Festival Zone (interior roadways) shall be towed at owners expense.

Michael J. Bobinsky
Director of Public Services

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the WCSH6 Sidewalk Art Festival organizers for the use of the above-described area for said Festival, subject to the following conditions:

- **WCSH6 shall be responsible for reimbursing the Police Dept. for services, the Public Services Dept. for services, and the City Clerk's Office for licenses.**
- The WCSH6 Sidewalk Art Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit (amount determined by the Public Services Director or designee) on file at the PS Event Office;
- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival;
- The WCSH6 Sidewalk Art Festival organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival;
- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from PS Event Office, shall be adhered to; and
- The WCSH6 Sidewalk Art Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** combined single limit for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "WCSH6 Sidewalk Art Festival" activities, and the City be endorsed on the policy.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PS Event Coordinator

CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES
PUBLIC PARK & SPACE APPLICATION (3 pages)
55 Portland St. ~ Portland ~ ME ~ 04101
207-874-8826 (Event Office) ~ Fax 207-874-8816
tvm@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area
2. a security deposit required 3. insurance required
(There may be fees due and applications required from other City Departments)

TODAY'S DATE	3-26-2014	ORGANIZATION NAME	WCSH6						
ORGANIZATION ADDRESS	One Congress Sq		CITY	Portland	STATE	ME	ZIP	04101	
CONTACT NAME(S)	Debbie Sample	TITLE Community Relations Director							
HOME #	WORK 523-2942	CELL	650-6666	FAX	828-6620				
EMAIL	Debbie.sample@WCSH6.com	EMAIL							

PARK AREA OR PUBLIC SPACE REQUESTED	Congress Street (from High to Elm Street)..... side streets leading onto that section of Congress Street closed as well... as Some side streets leading onto Congress Street will be used as artist space. Abutting sidewalks Monument Square, Monument Way, Congress Square High Street (AND FREE STREET) will stay open to vehicular traffic

EVENT DAY & DATE(S)	Saturday, August 23 2014		RAIN DAY & DATE(S)	Sunday, August 24th	
EVENT START TIME (i.e. set-up start time)	6am	EVENT END TIME (i.e. when event cleanup is complete)	6pm	ACTUAL START & END TIME OF EVENT	9am-4pm

EVENT NAME	EXPECTED ATTENDANCE
WCSH6 Sidewalk Art Festival	300 Artists Thousands of spectators

DESCRIPTION OF EVENT

WCSH6 is organizing the 49th Annual WCSH6 Sidewalk Art Festival along Congress Street sidewalks (High St to Elm Street) on Saturday, August 23, 2014 from approximately 9am-4pm. The rain date is Sunday, August 24, 2014. EVENTS are free and open to the public (no admission charge into festival area)

The organizer has requested permission to close streets to vehicular traffic and reserve those streets (and adjoining sidewalks and squares) for artists: **Congress Street - from High St to Elm Street** (6am to 6pm - High Street would stay open to traffic), sidewalks and squares from High to Elm (Congress Square, Monument Square/One City Center included) and Oak, Casco, Brown, Center and Preble Streets (1 block) connecting with Congress Street.

A parking ban along Congress Street and the side streets (just one block) leading into Congress Street is needed, from 6am to 6pm Saturday. Rain would push this to Sunday.

Artists will set up along the sidewalk and some will be located on the side of the street; their booths facing outward toward Congress Street. Spectators encouraged to walk in the street. Booths will also fill Congress Square, Monument Square and One City Center sidewalk areas; Spectators will walk in the street and view 300 plus artists' artwork from there.

Some porta-restrooms rented by organizer, placed at certain areas along Congress (indented street locations).

Vehicles in violation of the "no parking" signs in the Festival Zone (interior roadways) shall be towed at owners expense.
Organizer plans on hiring Police Officers.

IS THERE A REGISTRATION FEE?	Yes artists pay a fee to participate	
IF YES, HOW MUCH?	FEE	$135

IAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?

PLEASE CHECK OFF AND ANSWER:

PLEASE SEEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? (canopy is 10x10 size) How many:	X 300 ARTISTS		
	Do you wish to set up a tent(s)? (a canopy or tent larger than 10x10 needs to be		X	
*	Will you be setting up **tables and/or chairs** ? How many tables: chairs:	X		
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:	ARTWORK		
*	Will there be **refreshments** at the event? Do you wish to **sell food**? (If so, you will need approval from Public Services) List food and drink: A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice.		X	
*	Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.) ? If so, you will need approval from Public Services, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office. List items you wish to sell:	EACH ARTISTS WILL BE SELING ARTWORK		
*	Are you setting up a **PA (sound) system** ? Are you planning on having **Amplified Music ?** **Band ?** DJ ?		X	
*	Will your event require **electricity**? Electricity is available at some of the parks &		X	
*	Are you planning on bringing a **Grill for a Barbecue** ?		X	
*	Will the event require **reserved parking spaces / parking meters**? How many? "No Parking" signs may be purchased at Public Services, 55 Portland Street.	X ALL ALONG CONGRESS ST		
*	Will your event need **safety vests, signs, barricades and/or cones**? Please list what you would like to borrow: A few orange vests and cones may usually be borrowed from Public Services, Event Office. Barricades and signs are borrowed from Public Services, Customer Service.	X		
	Will your event require **street closures**? (Please be specific under "Description of Event")	X		
*	Will your event require **Police** assistance? An event such as a road race, march in the street, or parade would typically require police assistance.	X		
*	Will your event require **Fire/EMS** assistance? (For a large walk/race, it is recommended.)		X	
*	Will your event require **porta-restroom** rental(s) or need existing porta-restroooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a $25 fee is assessed for events where attendance is 150 or more.)	X VARIOUS LOCATIONS		

INSURANCE CERTIFICATE INFORMATION				
*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		

- If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Add'l Insr," or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is $400,000. Please have your insurance company fax a copy to Public Services: 207-874-8816 or email to tvm@portlandmaine.gov. (Email preferred)

PUBLIC SERVICES POLICIES

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Organizers will need to rent restrooms for this event. The city currently contracts with the porta-restroom company (Associated Septic, 207-799-1980) though you need not use this particular company.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Public Services has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). $10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES

By city ordinance, smoking is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	DS	DATE	3-26-2014

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	DS	DATE	3-26-2014

CREDIT CARD INFORMATION

Visa or MasterCard Number					Exp Date (Mon/Yr)		

CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

- Please make out security deposit checks separate from permit fees.

TOTAL AMOUNT(S) DUE TO PUBLIC SERVICES (Please make all security deposit checks out separately)			
Permit Fee for use of area: $40 per hour (i.e. a 3 hour event totals $120) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however $40 is non-refundable) Number of Hours of Use: **12 hours ($480) + rain date reservation: $240 total: $720 ?**	$???	Vest, Barricade, Cone Deposit: $10 per/item	$???
Electricity: $5per/hr (fee only pertains to 1st Amendment uses -- i.e. no charge if paying hourly fee)	$	Public Space / Park Security Deposit: Sound Security Deposit $100 - $1000	$ N/A
Key Deposit: $50 per key	$	Other (Porta-Restroom User Fee, etc.)	$

FOR OFFICE USE ONLY							
TE REC'D PLICATION	3-26-2014	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	$???	SECURITY DEPOSIT	$ N/A

PAYMENT TYPE									
VISA	$	MC	$	CK #		CK AMOUNT	$	CASH AMT	$

Order 268-13/14
Tab 7 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER DECLARING SATURDAY, AUGUST 23, 2014, AS "PICNIC MUSIC & ARTS FESTIVAL," A FESTIVAL OF MUSIC, CRAFTS AND LOCAL FOOD

ORDERED, that Picnic, a collaboration by organizers, Noah DeFilippis and Amy Teh, is authorized to use Lincoln Park on Saturday, August 23, 2014 from 11:00 a.m. – 6:00 p.m. for a free event to showcase crafters' and artists' work and live music performances from local bands to the public and declaring such use as a Festival; and

BE IT FURTHER ORDERED, that the festival area (Lincoln Park itself and the abutting sidewalks) will also be closed to street artists pursuant to Section 19-17 of the Portland City Code and is reserved for the use of Picnic for the purpose of conducting the music festival, subject to the direction and control of the City Manager; and

BE IT FURTHER ORDERED, that setup for the festival begins at 8:00 a.m. and organizers will be cleaned up and out of the park by 8:00 p.m. Canopies and tables will be set up on the grass area beside the sidewalks in the park. A small Public Announcement system will be set up in the park near the fountain (with speakers aimed towards Franklin Street); and

BE IT FURTHER ORDERED, that reserved parking is needed on Federal Street (beside Lincoln Park); and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code subject to the following conditions:

- The Picnic Festival organizers, Noah DeFilippis and Amy Teh, (hereinafter, the Picnic Festival Organizers) shall reimburse the City for all expenses incurred by City Departments for said Festival; and

- The Picnic Festival organizers shall take steps to ensure any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound, be maintained at a reasonable level and be configured by organizers to create the least amount of noise disturbance to area residents; and

- The Picnic Festival organizers agree to leave a Noise Control Security Deposit (amount determined by the Public Services Director or designee) on file at the Public Services Event Office; and

- The Picnic Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit (amount determined by the Public Services Director or designee) on file at the Public Services Event Office; and

- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival; and

- Picnic shall have the sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival; and

- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from Public Services Event Office, shall be adhered to; and

- The Picnic Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** combined single limit for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "Picnic Festival" activities, and the City be endorsed on the policy; and

BE IT FURTHER ORDERED, that the City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said code have been met regarding the operation of this event.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services

DATE: June 2, 2014

DISTRIBUTION: Mark Rees, City Manager
Michael Brennan, Mayor
Danielle West-Chuhta, Corporation Counsel
Sonia Bean, Senior Administrative Assistant
Nancy English, Executive Legal Assistant

SUBJECT: **Picnic Music & Arts Festival**

SPONSOR: City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading_____June 16, 2014_____ Final Action_____

Can action be taken at a later date: __x___ **Yes** _____ **No**

PRESENTATION: None that is known of.

I. SUMMARY OF ISSUE

Please see attached memo
Declare Saturday, August 23, 2014, as **"Picnic Music & Arts Festival"**
Festival area is Lincoln Park (including adjacent sidewalks)

II. REASON FOR SUBMISSION

Festival Declaration
Allows for control of vendors

III. INTENDED RESULT

See above.

IV. COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Organizer pays City Departments for assistance, permit fees, license fees.

VI. STAFF ANALYSIS

VII. RECOMMENDATION

The Department of Public Services recommends approval of this order.

VIII. LIST ATTACHMENTS

- **Detailed Memo from Staff**
- **Application from Event Organizer**

Prepared by:

Ted Musgrave
Public Services Event Office

Portland, Maine | Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

TO: Mark Rees, City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: June 2, 2014
RE: **Council Agenda Item – Picnic Music & Arts Festival**

I am requesting that the following order be placed on the next City Council agenda:

Order declaring Saturday, August 23, 2014, as " Picnic Music & Arts Festival," a festival of music, crafts, and local food, to be held at Lincoln Park, 11am – 6pm.
(This festival happens the same date as the WCSH6 Sidewalk Art Festival is planned for.)

Picnic is a collaborative effort (headed up by festival organizers and co-founders: Noah DeFilippis and Amy Teh, designers and owners of Pinecone+Chickadee (a design studio).

The festival will showcase 100+ of the most talented emerging artists from the local indie craft scene. Crafters and artists will sell handmade products. Shoppers can expect clothing, jewelry, prints, bags, dolls, paper goods, housewares, fine art, vintage goods, bicycles, records, and more. In addition, the festival will also feature an eclectic mix of local music with 5-8 bands playing between Noon – 6pm. A few local food vendors will be on site. There is no admission fee to the festival. Participating artists and vendors pay a registration fee to be on site at the event.

Overall attendance for the day is anticipated at 500 people (with 75-100 people in the park at any one time).

Setup for the festival begins at 8am. Organizers will be cleaned up and out of the park by 8pm. Canopies and tables will be set up on the grass area beside the sidewalks in the park, thereby keeping much of the foot traffic to the hardscape areas. A generator will provide power for the musicians and bands. A small PA system will be set up in the park near the fountain (speakers aimed towards Franklin Street).

In order for this festival to be held, some reserved parking is needed on Federal Street (beside Lincoln Park).

The Festival area (Lincoln Park itself and the abutting sidewalks) will be closed to street vendors and artists pursuant to Section 19-17 of the Portland City Code and is reserved for Picnic organizers, for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Picnic Festival organizers for the use of the above-described area for said Festival, subject to the following conditions:

- The Picnic Festival organizers, Noah DeFilippis and Amy Teh, shall reimburse the City for all expenses incurred by City Departments for said Festival;

- The Picnic Festival organizers shall take steps to ensure any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound, be maintained at a reasonable level and be configured by organizers to create the least amount of noise disturbance to area residents;

- The Picnic Festival organizers agree to leave a Noise Control Security Deposit (amount determined by the Public Services Director or designee) on file at the PS Event Office;

- The Picnic Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit (amount determined by the Public Services Director or designee) on file at the PS Event Office;

- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival;

- The Picnic Festival organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival;

- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from PS Event Office, shall be adhered to; and

- The Picnic Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **$400,000** combined single limit for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "Picnic Festival" activities, and the City be endorsed on the policy.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PS Event Coordinator

CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES
PUBLIC PARK & SPACE APPLICATION (3 pages)
55 Portland St. ~ Portland ~ ME ~ 04101
207-874-8826 (Event Office) ~ Fax 207-874-8816
tvm@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area 2. a security deposit required 3. insurance required
(There may be fees due and applications required from other City Departments)

TODAY'S DATE	5.15.14	ORGANIZATION NAME	Picnic LLC						
ORGANIZATION ADDRESS	6 Free St		CITY	Portland	STATE	ME	ZIP	04101	
CONTACT NAME(S)	Noah DeFilippis, Amy Teh	TITLE co-founders							
HOME #	WORK	CELL	415.6174	FAX					
EMAIL	ndefilippis@maine.rr.com	EMAIL	picnicportland@gmail.com						

PARK AREA OR PUBLIC SPACE REQUESTED	Lincoln Park				
EVENT DAY & DATE(S)	Saturday, Aug 23, 2014		RAIN DAY & DATE(S)	None	
EVENT START TIME (i.e. set-up start time)	8am	EVENT END TIME (i.e. when event cleanup is complete)	8pm	ACTUAL START & END TIME OF EVENT	11am to 6pm

EVENT NAME	EXPECTED ATTENDANCE
Picnic Music+Arts Festival	500

DESCRIPTION OF EVENT: Please be specific regarding **area of public space/park** and describe Event in detail.

NO admission charge to the public.
100+ Crafters and artists will be selling handmade products in a variety of materials. Canopies and tables will be set up on the grass so that attendees may use the sidewalks areas to view merchandise. Shoppers can expect clothing, jewelry, prints, accessories, bags, dolls, paper goods, housewares, fine art, vintage goods, bicycles, records, and much more. The event will also feature live at a small stage/riser. A 20x20 TENT (free-standing) will cover the stage area. Generators will provide power for the bands. 2 Food Vendors will be on site.
A few parking spaces (10) need to be reserved. Organizer will rent a couple Porta-Restrooms (place on concrete beside the wrought iron fence, close to Federal Street – but just inside the park).
Organizers have requested that the FOUNTAIN be turned on.

IS THERE A REGISTRATION FEE?	yes	
IF YES, HOW MUCH?	FEE	$125 per vendor

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
We will need some reserved parking along Federal St, beside the park

PLEASE CHECK OFF AND ANSWER:

PLEASE SEEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: **LOTS**	X		
	Do you wish to set up a **tent(s)**? (a canopy or tent larger than 10x10 needs to be approved by Public Services and a Tent Permit issued from Inspections Division; please call Inspections for information on their application process / PLEASE give them at least a 2-week notice). Public Services will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): **20x20** Exact Location(s) of Tent Placement Requested: **by fountain**	X		

	In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.			
*	Will you be setting up **tables and/or chairs** ? How many tables: **100+** chairs: **150**	X		
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:			
	Will there be **refreshments** at the event? **Yes (non-alcoholic)** Do you wish to **sell food?** yes (If so, you will need approval from Public Services) List food and drink: **coffee, tea, wraps, sandwiches, pastries, lemonade, water** A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice.	X		
*	Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.) ? If so, you will need approval from Public Services, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office. List items you wish to sell: **clothing, jewelry, prints, accessories, bags, dolls, paper goods, housewares, fine art, vintage goods, bicycles, records**	X		
*	Are you setting up a **PA (sound) system** ? yes Are you planning on having **Amplified Music** ? yes **Band** ? yes **DJ** ? If so, your event requires a concert license from the City Clerk's Office. (Just voice – i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	X		
*	Will your event require **electricity**? Electricity is available at some of the parks & squares (Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park). Some of these electrical boxes need a key for access.		X GENERATOR	
*	Are you planning on bringing a **Grill for a Barbecue** ?		X	
*	Will the event require **reserved parking spaces / parking meters**? How many? **10** "No Parking" signs may be purchased at Public Services, 55 Portland Street.	X		
*	Will your event need **safety vests, signs, barricades and/or cones**? Please list what you would like to borrow: **no parking signs, cones** A few orange vests and cones may usually be borrowed from Public Services, Event Office. Barricades and signs are borrowed from Public Services, Customer Service.	X		
*	Will your event require **street closures**? (Please be specific under "Description of		X	
*	Will your event require **Police** assistance? An event such as a road race, march in t		X	
*	Will your event require **Fire/EMS** assistance? (For a large walk/race, it is		X	
*	Will your event require **porta-restroom** rental(s) or need existing porta-restroooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a $25 fee is assessed for events where attendance is 150 or more.)	X		

INSURANCE CERTIFICATE INFORMATION				
*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		

- If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr," or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is $400,000. Please have your insurance company fax a copy to Public Services: 207-874-8816 or email to tvm@portlandmaine.gov. (Email preferred)

PUBLIC SERVICES POLICIES

ELECTRICITY

. cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you not use electricity, unless all connections and equipment are covered and protected from the elements.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannafords, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park –Playground + Ravine, *East End Beach). If over 150 people are expected to attend the event, a $25 user fee is required (paid to Public Services). The restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic, 207-799-1980, M-F) to request and pay for a cleaning.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Public Services has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). $10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

TOBACCO FREE ZONES

By city ordinance, smoking is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	ND	DATE	5.15.14

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	ND	DATE	5.15.14

CREDIT CARD INFORMATION

Visa or MasterCard Number				0186	Exp Date (Mon/Yr)	06	15

CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

- Please make out security deposit checks separate from permit fees.

PLEASE RETURN FORM AT LEAST 30 DAYS IN ADVANCE TO: (PLEASE EMAIL APPLICATION IN)

- Public Services, Event Office ~ 55 Portland Street ~ Portland ~ ME ~ 04101 **email preferred:** tvm@portlandmaine.gov

TOTAL AMOUNT(S) DUE TO PUBLIC SERVICES (Please make all security deposit checks out separately)			
Permit Fee for use of area: $40 per hour (i.e. a 3 hour event totals $120) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however $40 is non-refundable) Number of Hours of Use:	$	Vest, Barricade, Cone Deposit: $10 per/item	$
Electricity: $5per/hr (fee only pertains to 1st Amendment uses – i.e. no charge if paying hourly fee)	$	Public Space / Park Security Deposit: Sound Security Deposit $100 - $1000	$
Key Deposit: $50 per key	$	Other (Porta-Restroom User Fee, etc.)	$

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	5-15-2014	DATE REC'D INSURANCE		PERMIT FEE AMT REC'D	$	SECURITY DEPOSIT	$

PAYMENT TYPE

VISA	$	MC	$	CK #		CK AMOUNT	$	CASH AMT	$

2013 INFO

TOTAL AMOUNT(S) DUE TO PUBLIC SERVICES (Please make all security deposit checks out separately)			
ermit Fee for use of area: $40 first hr. plus $35 each additional hr. (i.e. a 3 hour event totals $110) If your event is rained out / cancelled, the bulk of the fee is returned (however $40 is non-refundable) Number of Hours of Use:		Vest, Barricade, Cone Deposit: $10 per/item	
Electricity: $5per/hr		Public Space / **Park** Security Deposit: **Sound** Security Deposit $100 - $1000	
Key Deposit: $50 per key		Other (Porta-Restroom User Fee, etc.)	

FOR OFFICE USE ONLY							
DATE REC'D APPLICATION		DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	**$ 425 pd CC to be charged**	SECURITY DEPOSIT	$ 500 CC on file

PAYMENT TYPE									
VISA	$	MC	$	CK #		CK AMOUNT	$	CASH AMT	$

Order 269-13/14
Tab 8 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING TRANSFER OF FUNDS UNDER 15 M.R.S.A. §§ 5824(3) and 5826(6)

ORDERED, that the City Council hereby accepts the amount of $1,171.35 in forfeited assets in the case of State of Maine vs. John Kanda from the State of Maine to the City of Portland, pursuant to 15 M.R.S.A. § 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-14-_____

State of Maine

v.

John Kanda,
Defendant

AND
$1,171.35 US CURRENCY

DEFENDANT IN REM

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

NOW COMES the City/Town of Portland, Maine, by and through its legislative body, the City/Town Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes Annotated, to the transfer of the above captioned Defendant(s) *In Rem*, namely $1,171.35 US Currency, **or any portion thereof**, on grounds that the City/Town of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

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

Dated: _____

_____
Chairperson/Mayor/Selectman/Clerk

(Impress Legislative Body Seal Here)

JAW

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

POLICE DEPARTMENT

April 17, 2014

Sally Bourget, Clerk
Cumberland Superior Court
205 Newbury Street
P.O. Box 412
Portland, ME 04112

RE: *STATE OF MAINE v. $1,171.35 in U.S. CURRENCY*

Dear Ms. Bourget:

Enclosed for filing please find my affidavit pursuant to M. R. Civ. P. 55 (b). We request the entry of a default judgment in this case.

Please feel free to call or e-mail me with any questions. Thank you very much for your assistance.

Sincerely,

Trish McAllister
Neighborhood Prosecutor
Portland Police Department
207-756-8350
trishm@portlandmaine.gov

cc: Lea Anne Sutton
Clifford Strike

STATE OF MAINE
Cumberland, ss, Clerk's Office
APR 22 2014
RECEIVED

STATE OF MAINE
Cumberland, ss, Clerk's Office
APR 28 2014
RECEIVED

4/28/14 Default judgment in the amount of $1,171.35 is hereby entered against the defendant.

STATE OF MAINE
Cumberland, ss

SUPERIOR COURT
Docket No. CV-2014-40

STATE OF MAINE,
Plaintiff,

v.

$1,171.35 in U.S. Currency,
Defendant(s) *In Rem*,

and

JOHN KANDA,
Party-in-Interest.

AFFIDAVIT OF PATRICIA MCALLISTER, ESQ.

I, Patricia A. McAllister, having been duly sworn, do hereby depose and state as follows:

1. I am an attorney with the Portland Police Department and work in conjunction with the State Assistant Attorney General Lea Anne Sutton on civil forfeiture cases involving the Portland Police Department.
2. The complaint in the above-entitled action was filed in the Superior Court on January 27, 2014. The defendant's acceptance of service form was filed contemporaneously with the complaint.
3. Counsel for the defendant accepted service on January 22, 2014. Accordingly, the defendant's answer was due no later than February 11, 2014 pursuant to M. R. Civ. P. 12(a).
4. To date, no answer has been filed with the court nor sent to counsel for the State.
5. Upon information and belief, the defendant is not a minor or incompetent person.
6. Upon information and belief, the defendant is not a person in the military service as defined in Article I of the "Soldiers' and Sailors' Civil Relief Act" of 140, as amended.

STATE OF MAINE
Cumberland, ss, Clerk's Office
APR 22 2014
RECEIVED

7. On or about December 7, 2013, the Defendant *In Rem* was seized by the Portland Police Department in Portland, County of Cumberland. Accordingly, venue is proper in this court.

8. The amount due is a sum certain as set forth in the complaint: $1,171.35.

Dated at Portland, Maine this 17th day of April, 2014

Patricia A. McAllister

April 17, 2014

State of Maine
Cumberland, ss.

Personally appeared the above named PATRICIA A. MCALLISTER and made oath that the foregoing instrument is based upon her personal knowledge and is true.

Before me,

Attorney-at-Law
Beth Ann Poliquin, Esq. Maine Bar No.: 2587

JAH

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POLICE DEPARTMENT

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Portland Police Department
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cc: Lea Anne Sutton
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STATE OF MAINE
Cumberland, ss, Clerk's Office
APR 28 2014
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STATE OF MAINE
Cumberland, ss

SUPERIOR COURT
Docket No. CV-2014-40

STATE OF MAINE,
Plaintiff,

v.

$1,171.35 in U.S. Currency,
Defendant(s) *In Rem*,

and

JOHN KANDA,
Party-in-Interest.

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April 17, 2014

State of Maine
Cumberland, ss.

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Before me,

Attorney-at-Law
Beth Ann Poliquin, Esq. Maine Bar No.: 2587

Order 270-13/14
Tab 9 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L).

ORDER TO ACCEPT GIFTS OF SCULPTURE OFFERED TO THE CITY, AND TO INCORPORATE THE NEW PIECES INTO THE CITY'S PUBLIC ART COLLECTION AT THE JETPORT

ORDERED, that the City hereby gratefully accepts gifts of art from William Hamill to be part of the City of Portland's Public Art Collection, consisting of six sculptures to be displayed at the Portland International Jetport; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager to execute any related documents necessary or convenient to carry out the intent of this order.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Alex Jaegerman, Planning Division Director

DATE: June 4, 2014

DISTRIBUTION: (City Manager, Mayor, Sonia Bean, Danielle West-Chuhta , Nancy English)

SUBJECT: **Order** to accept gifts of sculpture offered to the City, and to incorporate the new pieces into the City's public art collection at the Jetport.

SPONSOR: Lin Lisberger, Chair of the Portland Public Art Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading_____ **Final Action**____June 16, 2014

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

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

I. SUMMARY OF ISSUE (Agenda Description)
Six sculptures to be located at the Portland Jetport are offered as a culminating gift to the City of Portland from William Hamill to be part of the City of Portland's Public Art Collection. Three of the sculptures (*Gyre Falcon*, by Andreas von Huene, *Figure* by Don Justin Meserve, and one other to be determined) will be housed indoors in the grand hall. One sculpture (*Link*), by Jesse Salisbury, will be placed outdoors between two existing sculptures. Two additional deer sculptures will also be added to the *Glimpse* collection already in place on the Jetport grounds by Wendy Klemperer. Paul Bradbury, Jetport Director, has worked with the Public Art Committee to approve the acquisitions into the collection and the specific locations for each sculpture. Further description is included in the attached memorandum from June LaCombe.

II. REASON FOR SUBMISSION (Summary of Issue/Background)
City Council must accept the gift of art by Mr. Hamill, and approve the acquisition of art into the City's Public Art collection.

III. INTENDED RESULT
Paul Bradbury has clarified his art program directives for all future art pieces to be added to the collection wherein pieces must either promote aviation or be grounded in Portland, Maine's sense of place. The sculptures are intended to be installed on-site in the Summer of 2014 with open access to members of the public as well as travelers to Maine.

IV. COUNCIL GOAL ADDRESSED

Does not directly address 2014 Council Goals.

V. FINANCIAL IMPACT

There is no financial impact to the City.

VI. STAFF ANALYSIS

June LaCombe sent a proposal for a final gift from Bill Hamill the Portland Public Art Committee on May 1, 2014. Subsequently, members of the committee voted to accept the pieces as a culminating gift to the Jetport. Therefore, staff encourages the City to accept the gift and add the pieces to the City's public art collection.

VII. RECOMMENDATION

Staff encourages the City to accept the gift and add the pieces to the City's public art collection.

VIII. LIST ATTACHMENTS

Memorandum from June LaCombe

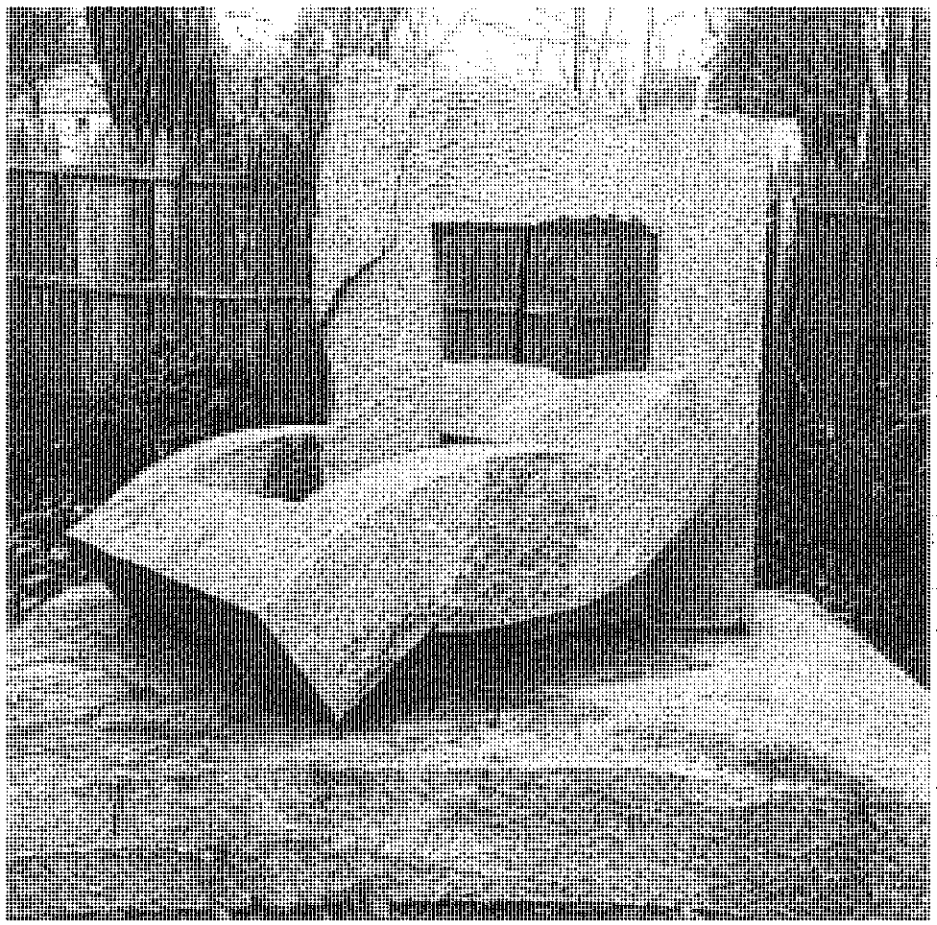
Prepared by:

_____ _____

Signature Date

PORTLAND MAINE JETPORT PROPOSAL

William Hamill Donation



Prepared by June LaCombe
For the Portland Public Arts Committee
Members of the Portland City Council

May 1, 2014

May 1, 2014

Paul Bradbury, Director of Portland International Jetport
Members of the Portland Public Arts Committee
Members of the Portland City Council

The following is the culminating gift outlining sculpture that William Hamill would like to donate to the City of Portland to be placed at the Portland International jetport.

In prior gifts, he and his family have donated "Glimpse" by Wendy Klemperer, "Tidal Moon" by Jesse Salisbury and most recently "Beach Pea" and related benches by Salisbury as well as four interior pedestal pieces by Gamble, Lyford, Patterson and Lindsay. The pieces proposed for this final gift round out the former donations.

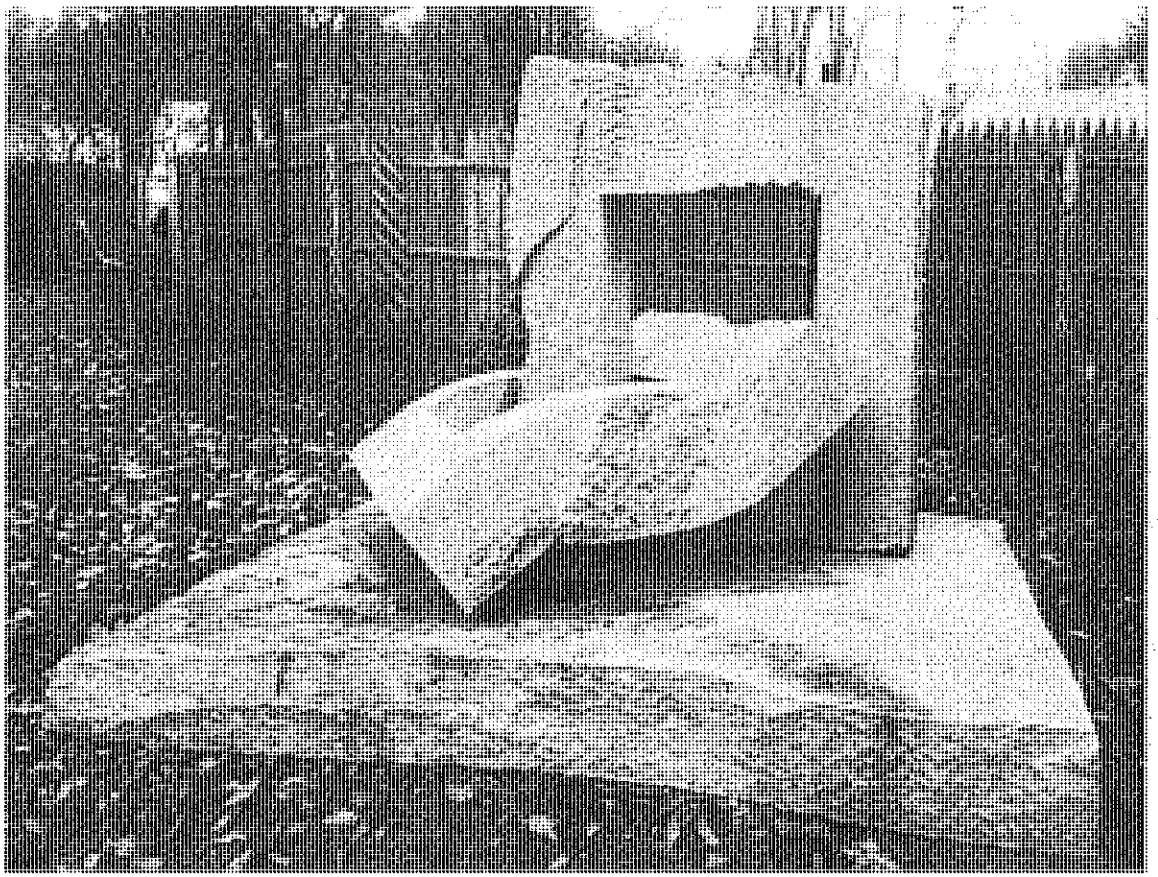
First, an outdoor granite sculpture," LINK" by Jesse Salisbury is proposed to be sited between Beach Pea and Tidal Moon along the roadway. This placement connects the two existing sculptures in a site-line and completes an outstanding installation by Jesse Salisbury. This split and carved piece is made from one solid granite block forming two connected links. It invites contemplation as to how it was accomplished. Metaphorically, LINK explores connectivity, reminding us how the Jetport connects Portland with the world through aviation.

This piece of sculpture would replace the concrete and cast stone benches that are to the left of the walkway on the way from the jetport to the parking garage. Both the base for the sculpture, and the lower link can be used as seating and provides a much more aesthetic alternative to the benches there now.

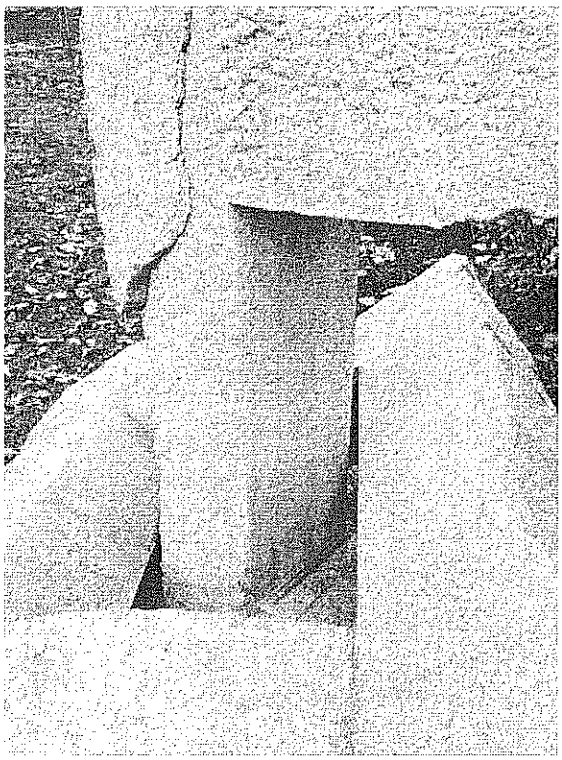
Second, *Glimpse* by Wendy Klemperer has become a place-maker welcoming people to Portland with a variety of wildlife. However, only the people using the Congress Street entrance see the installation. Bill Hamill proposes placing Two additional DEER by Wendy Klemperer on the landscaped hillside that can be seen from the stop sign as you come from the parking lots. This location is elevated and would be a good site for a Grazing Doe and Yearling. The yearling is painted drawing attention to the installation and the sculpture offers a prelude to the installation on the exit and entry road.

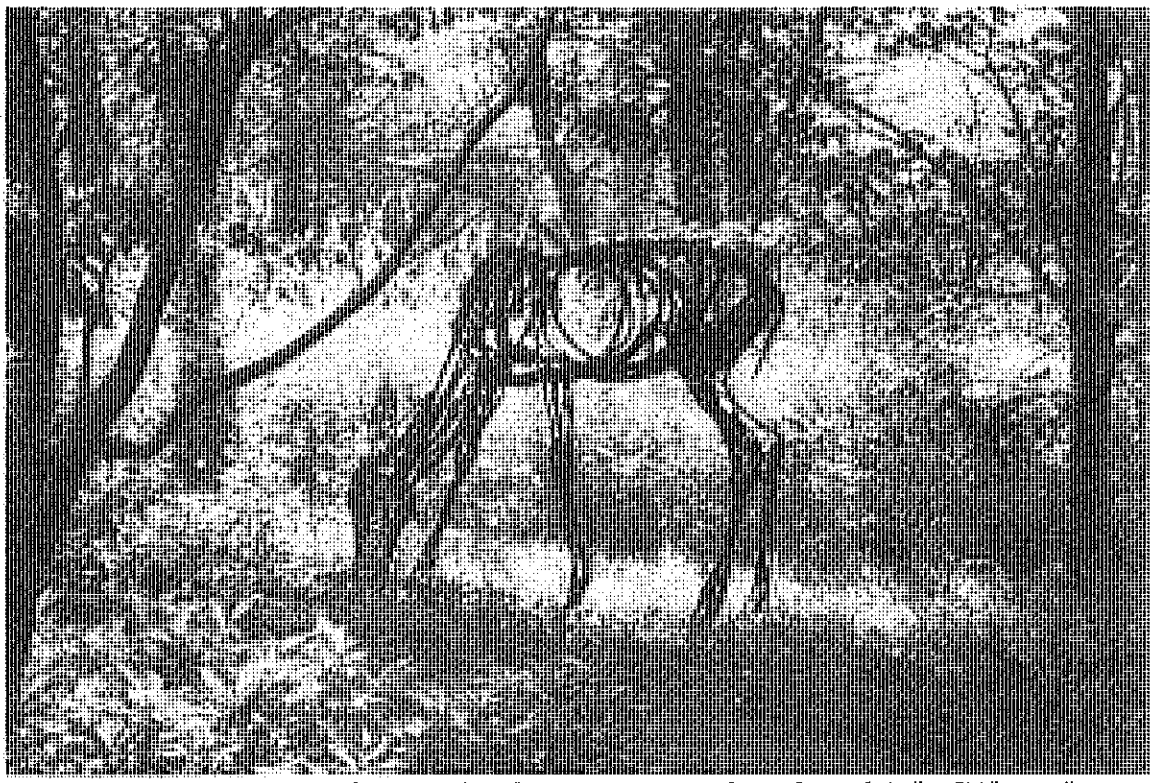
Third, The interior pedestal pieces of sculpture in the open space between the third floor elevator and the escalator invite viewers to walk closer and take a closer look. While we do not want to overwhelm the space or interfere with travelers making their way to security lines, the space calls for a few more pieces to make a more successful installation. In reviewing the work there, we suggest having a sculpture on a lower pedestal whose subject calls to children. We propose either a rounded boulder carved rabbit by Lise Becu or a piece in Bill Hamill's collection by Lise Becu of an Owl with its wing wrapped around a child. Another piece is GYRE FALCON by Andreas von Huene. This is a bird in flight carved from Maine feldspar with quartz veins creating an extraordinary feather pattern in the material. The final piece is an abstract granite figure by Don Justin Meserve who is now deceased. This sculpture would pay tribute to this well respected Maine artist and these pieces together would create a critical mass for that installation.

Publicity surrounding art at the Jetport has been excellent. It is now a recognized place to see public art in Maine. This is a legacy project by William Hamill and his family as a gift to the people of Maine.

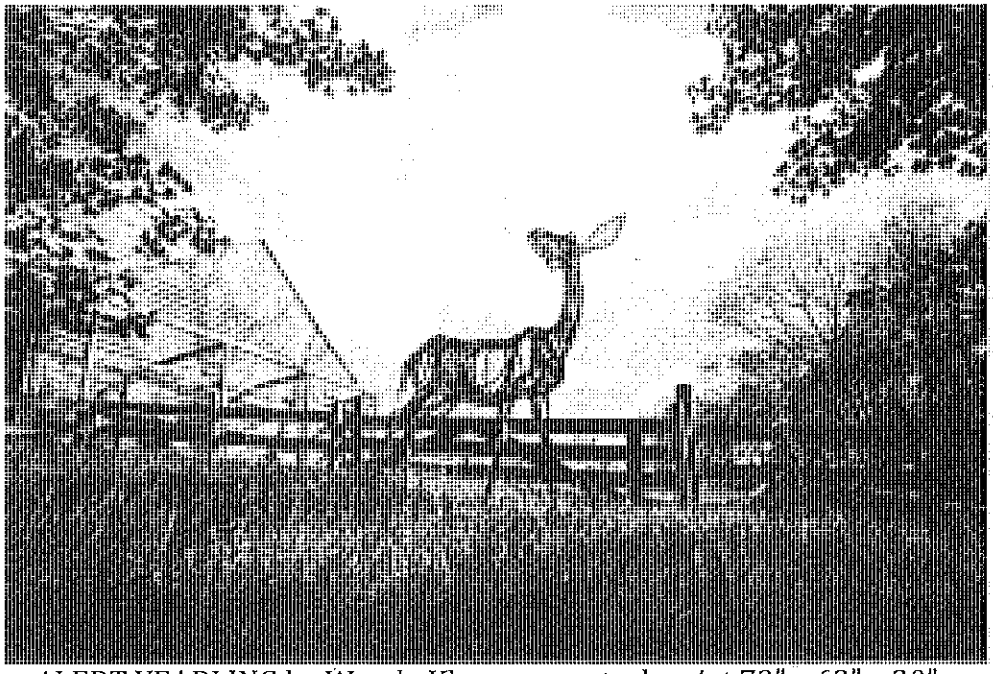


LINK by Jesse Salisbury *granite* 60' x 100" x 80" with 12" base

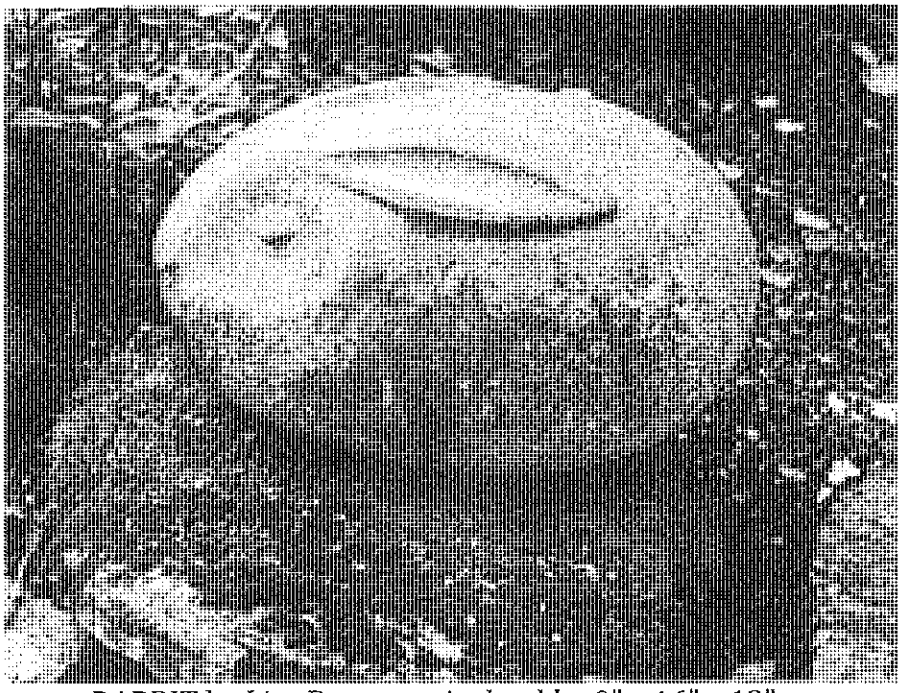




GRAZING DEER by Wendy Klemperer *weathered steel* 52" x 74" x 32"

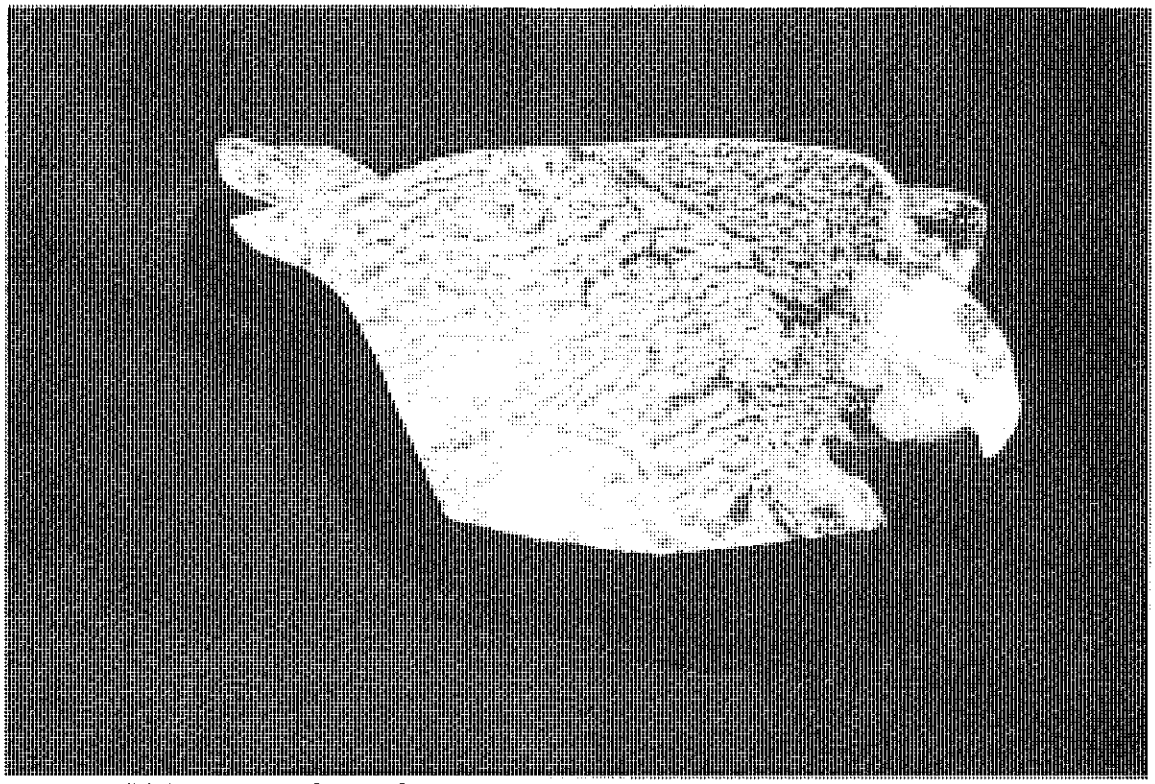


ALERT YEARLING by Wendy Klemperer *steel, paint* 72" x 62" x 30"



RABBIT by Lise Becu *granite boulder* 9" x 16" x 12"

YOUNG GIRL AND OWL by Lise Becu *basalt* 17" x 16" x 7"



GYRE FALCON by Andreas von Huene *feldspar, wood* 11" x 22" x11"

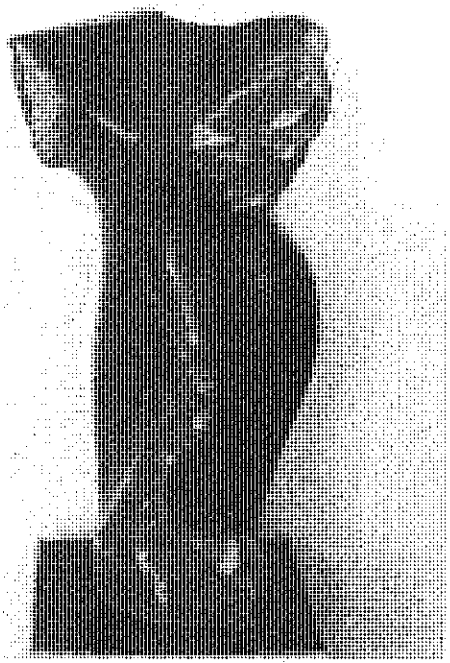
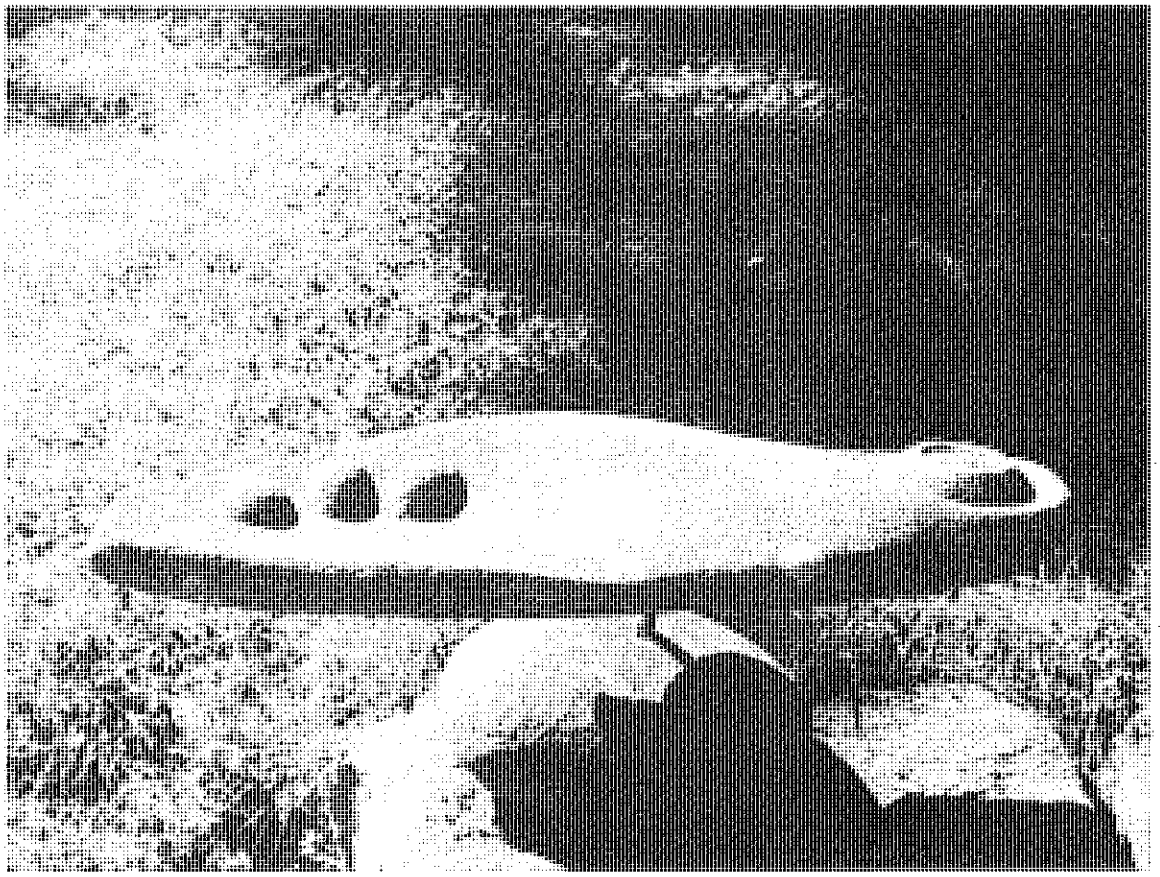


FIGURE by Dan Meserve *granite* 24" x 6"x 8"



BOATERS Cabot Lyford *granite, steel pin* 14" x 32" x 12"

Installation

Jesse Salisbury will install LINK in the small courtyard to the left of the parking walkway from the Terminal. It was suggested by the jetport staff that the piece go directly on the existing paved surface. This is an approachable piece and will provide seating in this location. It requires no additional site work.

The deer will be installed by Wendy Klemperer using the same footing plans used in the prior installation. They will be pinned securely to the ground with cement footings and are in a landscaped area that will need no more additional site work.

For the interior pieces, bases will be made to compliment the existing four pedestal pieces. They will be painted with the same wall paint that has successfully shown the existing sculpture. The piece selected to draw the attention of children will be on a lower pedestal. Though we are suggesting adding 3-4 additional pieces, the expansive space calls for more work.

Paul Bradbury has suggested reinforcing all the pedestals and weighting their bases with sand bags. When these pieces are in place, they will be siliconed to the floor to keep them in position.

Timing and Educational Signage

It is the hope of William Hamill to have this last series of sculptures installed before the busy summer season in Maine. With this culminating gift, William Hamill would like to also donate a descriptive sign by baggage claim that will overview the gifts of sculpture.

Order 271-13/14
Tab 10 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER RE: TRAFFIC SCHEDULE AMENDMENT FOR FORE STREET

ORDERED, that Schedules I, X, and XXI of the City of Portland's Traffic Schedule be and hereby are amended as follows:

By deleting under Fore Street:

Southside – from a point 50 feet easterly of Moulton to a point 90 feet easterly of Moulton – Schedule X – Taxi Zone

Southside – from a point 90 feet easterly of Moulton to a point 110 feet easterly of Moulton – Schedule I – No Parking

By adding under Fore Street:

Southside – from a point 50 feet easterly of Moulton to a point 90 feet easterly of Moulton – Schedule XXI – 2 Hour Parking (Metered)

Southside – from a point 90 feet easterly of Moulton to a point 110 feet easterly of Moulton – Schedule X – Taxi Zone

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services

DATE: May 29, 2014

DISTRIBUTION: Mark Rees, City Manager
Michael Brennan, Mayor
Danielle West-Chuhta, Corporation Counsel
Sonia Bean, Executive Assistant
Nancy English, Administrative Assistant
John Peverada, Parking Manager
Eric Labelle, PE, Assistant Director of Public Services/Operations Mgr.
Katherine Earley, PE, Engineering Services Manager
Jeremiah Bartlett, PE, PTOE, Transportation Systems Engineer

SUBJECT: Order – Amendment to Traffic Schedule

SPONSOR: Transportation, Sustainability and Energy Committee - unanimously endorsed at their May 21, 2014 meeting.

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading N/A **Final Action** June 16, 2014

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

PRESENTATION: None

I. SUMMARY OF ISSUE

The Department of Public Services and The Parking Control Division, request alterations to the Traffic Schedule for modifications of on-street parking to benefit Fore Street and other Old Port area businesses. The change would result in a net increase in two (2) two-hour parking spaces on the south side of Fore Street west of Moulton Street.

II. REASON FOR SUBMISSION

On Fore Street, area business owners have expressed an interest to have the City provide added on-street parking, which is generally at a premium in the Old Port. As such, Parking and DPS staff have begun to look at options for providing such additional parking.

III. INTENDED RESULT

It is the intent that the additional two-hour spaces will provide additional opportunities for patrons in the Old Port to shop and dine without needing to provide more in the way of off-street facilities.

IV. COUNCIL GOAL ADDRESSED

This proposed change addresses both the Council goals of economic development and improving City services.

V. FINANCIAL IMPACT

The cost of staff and equipment mobilization, plus signs and posts is estimated to be approximately $750.00. The two metered spaces will likely generate approximately $2,600 per year in additional revenue.

VI. STAFF ANALYSIS & RECOMMENDATION

The Department of Public Services and the Parking Control Division have reviewed this change and recommend this action to increase on-street parking at this location and improve traffic flow.

VII. LIST ATTACHMENTS

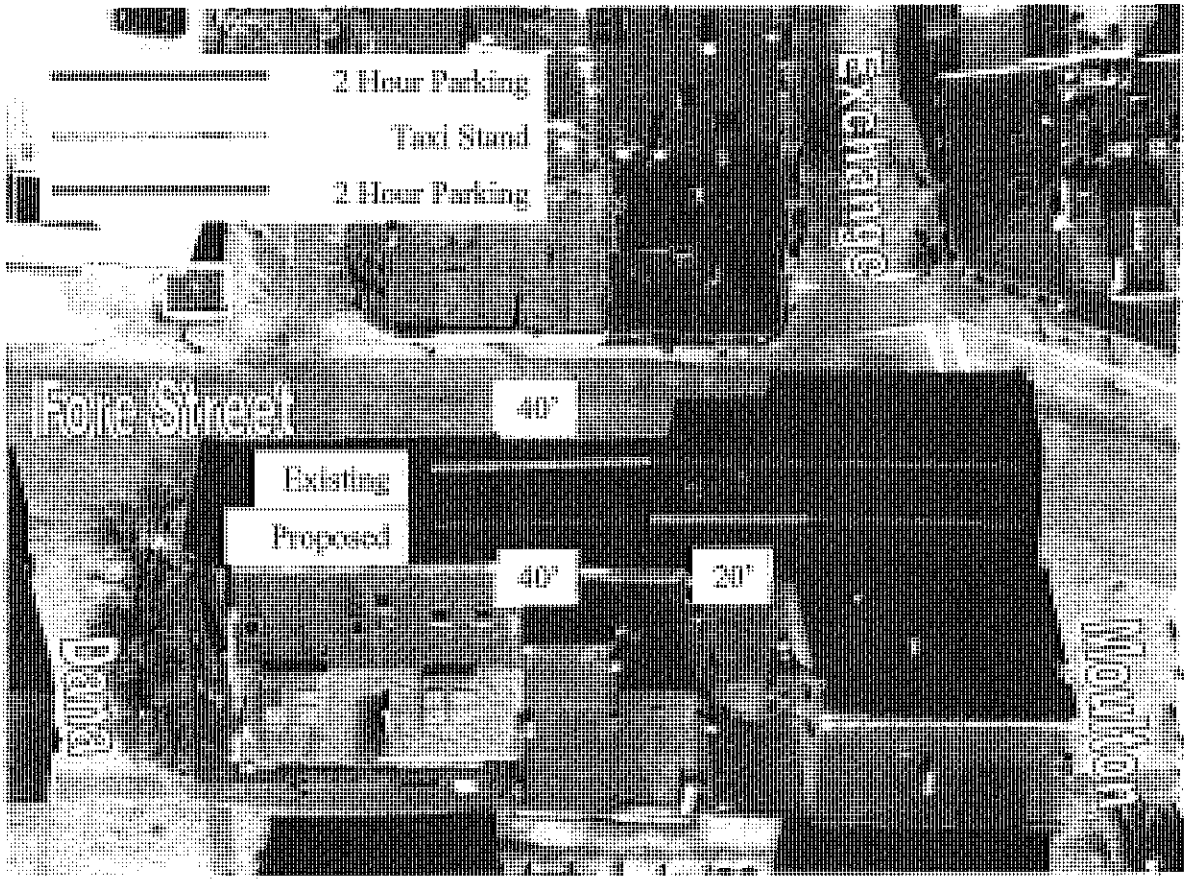
- Exhibit A: Council Order
- Exhibit B: Map

Prepared by:

_____ _____

Signature Date

Exhibit B


2 Hour Parking
Taxi Stand
2 Hour Parking
Fore Street
40'
Existing
Proposed
40'
20'
Commercial
Monument

Order 272-13/14
Tab 11 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICER'S APPROVAL OF:

Tempo Dulu LLC d/b/a Danforth Inn at 163 Danforth St. Application for a Class V License with Entertainment with Dance.

CITY CLERK

2014 MAY 16 PM 4:05

To: Mayor and members of City Council of Portland

Portland, May 15, 2014

Subject: license applications

Dear Sirs,

Herewith we would like to apply for the licenses for the Danforth Inn, located on 163 Danforth Street in Portland. Tempo Dulu LLC is the new owner of the property and for the summer and fall we would like to run the business as it has done in the past year. We have already sat down with Alex Jaegerman to discuss the special requirements regarding the zoning of the Danforth Inn.

Our intentions are to upgrade the inn and restaurant facilities to meet the code needed to reopen the restaurant in the coming winter. We probably want to make some changes in the lay out of the rooms and will do so in accordance with the appropriate departments of the city.

We are proud to be the new owners / caretakers of this beautiful building and hope to bring it back to the grandeur it deserves with some much needed TLC. As owners of the Camden Harbour Inn we are used to dealing with an inn/restaurant in a residential area and have worked closely together with the town restoring that property. We look forward to being active business members in the community and thank you in advance for taking the time to review our license application. Please let us know if you have any questions.

Kind regards,

Oscar Verest

Raymond Brunyanszki

Tempo Dulu LLC, dba Danforth Inn

163 Danforth Street

Portland, Maine 04102

Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

CITY CLERK

2011 MAY 14 PM 4:05

Application for Food Service Establishment With Alcoholic Beverages

Type of Liquor License Applying for: V

Please check one: (Corporation/LLC/Non-profit org. ✓) (Sole Proprietor ____) (Partnership ____)

Business Name (d/b/a): Tempo Duke LLC dba Danforth Inn Phone: 207-879-8755

Location Address: 163 Danforth Street, Portland, ME ZIP 04102

If new, what was formerly in this location: _____

Mailing Address: 163 Danforth St. Portland, ME ZIP 04102

Contact Person: Oscar Verest Phone: 207-542-4999 (cell)

Manager of Establishment: Ibby Cooper Home Phone # 207-879-8755

Owner of Premises (landlord): Tempo Duke LLC

Address of Premises Owner: 163 Danforth St. Portland ZIP 04102

Does the Issuance of this license directly or indirectly benefit any City employee(s)? Yes___ No X
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 ortland? Yes _____ No X. If yes, please list business name(s) and location(s):

_____

Is any principal officer under the age of 18? _____ Yes _____ No

Have applicant, partners, associates, or corporate officers ever been *arrested*, *indicted*, or *convicted* for any violation of law? No If yes, please explain: _____

SOLE PROPRIETOR / PARTNERSHIP INFORMATION: (if corporation, leave blank)

Name of Owner(s): _____ DOB _____ Residence Address _____
Name of Owner(s): _____ DOB _____ Residence Address _____
Name of Owner(s): _____ DOB _____ Residence Address _____

CORPORATE / LLC / NON-PROFIT ORGANIZATION APPLICANTS: (if sole proprietor, leave blank)

Corporation Name: Tempo Duke LLC dba Danforth Inn

Corporation Mailing Address: 163 Danforth Street, Portland ME ZIP 04102

Contact Person: Oscar Verest Phone Number: 207-542-4999 cell

PRINCIPAL OFFICERS: (if more space is needed, please attach a separate page)

Name	Title	DOB	Residence Address
Oscar Verest	LLC manager	7-23-65	6 Rockbrook drive
			Camden, ME 04843
Raymond Brunyansz Brunyansz	LLC manager	12-30-69	same

(Please see reverse side)

Type of Food Served: per winter 2015 dinner

Please check all that will be served: Beer ✓ Wine ✓ Liquor ✓

Percentage of sales – Generated from Food : 64 % Generated from Alcohol: 36 %

Hours and Days of operation: 7 days ~~5pm-11~~ 24 hours

Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open? Yes X No _____.

If no, please explain _____

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? Yes ✓ No _____. If yes, give the distance State Street Church N 300 Feet

Will you have entertainment on the premises? Yes ✓ No _____ (If yes, a separate application is required.)

Will you permit dancing on the premises? Yes ✓ No _____

Will you permit dancing after 1:00am? Yes _____ No ✓

Will you have outside dining? Yes ~~✓~~ No ✓. If yes, please indicate location on diagram.
Also, will the outside dining be on PUBLIC _____ or PRIVATE ✓ property?
Have you applied for an Outdoor Dining Permit? Yes ✓ No _____

Will you have any amusement devices (pinball, video games, juke box)? Yes _____ No ✓.

If yes, please list, # of pinball: _____ # of amusements: _____ # of pool tables: _____.

What is your targeted opening date? : ASAP

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 _____ Title LLC manager Date 5/15/14

- Oscar Vesey

Revised 7/7/08

Application attachment to other City license

$485. With Dance
$270. Without Dance
$545. After Hours (1AM-3AM).
Total due: _____

Office of the City Clerk
389 Congress Street
Portland, ME 04101
207-874-8557

Supplemental Application for Dancing and Entertainment

Please attach a diagram of floor plan showing where in the facility the entertainment will be setup, the direction of any speakers and where dance floor, if any, will be located.

Business Name (d/b/a): Tempo Dukes LLC dba Danforth Inn

Location Address: 163 Danforth St. Portland ZIP 04102 Phone 207-879-8755

Will music be electric or acoustical or both? both

Will amplification used? Yes ✓ No _____ N/

If yes, where and at what level ? inside only; no more than 90 decibels

Will you permit dancing on the premises? Yes ✓ No _____

Will you permit dancing or entertainment after 1:00AM? Yes _____ No ✓

Will recorded music be played: Inside ✓ Outside _____ Both ~~✓~~ N/

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? ~ 100 Feet

Please describe in detail the type and nature of the business and proposed entertainment: Weddings + events at bed and breakfast + restaurant

If new applicant, what is your targeted opening date? : ASAP

Does the issuance of this license directly or indirectly benefit any City employee? Yes ___ No ✓
If yes, list names of employee(s) and department(s).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license 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 _____ **Title** LLC manager **Date** 5/15/14

Oscar Vercat

Revised: 7.7.2008

BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
164 STATE HOUSE STATION
AUGUSTA, ME 04333-0164

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY	
LICENSE NUMBER:	CLASS:
DEPOSIT DATE	
AMT. DEPOSITED:	BY:
CK/MO/CASH:	

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☑ MALT ☑ SPIRITUOUS ☑ VINOUS

INDICATE TYPE OF LICENSE:

- ☐ RESTAURANT (Class I,II,III,IV)
- ☐ HOTEL-OPTINONAL FOOD (Class I-A)
- ☐ CLASS A LOUNGE (Class X)
- ☑ CLUB (Class V)
- ☐ TAVERN (Class IV)
- ☐ RESTAURANT/LOUNGE (Class XI)
- ☐ HOTEL (Class I,II,III,IV)
- ☐ CLUB-ON PREMISE CATERING (Class I)
- ☐ GOLF CLUB (Class I,II,III,IV)
- ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)	2. Business Name (D/B/A)
Tempo Dulce LLC DOB:	Danforth Inn
DOB:	
DOB:	Location (Street Address) 163 Danforth Street
Address 6 Rockbrook drive	City/Town Portland State ME Zip Code 04102
	Mailing Address 6 Rockbrook drive
City/Town Camden State ME Zip Code 04843	City/Town Camden State ME Zip Code 04843
Telephone Number 207-542-4999 Fax Number 207-236-4936	Business Telephone Number 207-879-8755 Fax Number
Federal I.D. # 46-5338056	Seller Certificate #

3. If premises is a hotel, indicate number of rooms available for transient guests: 9

4. State amount of gross income from period of last license: ROOMS $ _____ FOOD $ _____ LIQUOR $ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☑ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☑ NO ☐

7. If manager is to be employed, give name: Oscar Vercot

8. If business is NEW or under new ownership, indicate starting date: ASAP

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 163 Danforth Street, Portland ME 04102

10. Is/are applicants(s) citizens of the United States? YES ✓ NO ☐ LLC is from Maine. Owners from Netherlands, residing in US on US visa

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

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Oscar Verent (owner)	7-23-65	Willemstad, Curaçao
Raymond Brunyanszki (owner)	12-30-69	Utrecht, Netherlands
Mary Cooper	6-13-49	Lima, OH

Residence address on all of the above for previous 5 years (Limit answer to city & state

6 Rockbrook drive, Camden, ME 04843

13. 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes ☐ No ✗ If **Yes**, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ✗ (owners yes)

16. Does/do applicant(s) own the premises? Yes ✓ No ☐ If **No** give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) dining area, lounge, sunroom, ~~back garden~~ ✓

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☐ NO ☐ Applied for: ✓

19. 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? church

20. 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: mortgage loan Bar Harbor Bank & Trust + former owner

The Division of Liquor Licensing & Inspection 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, ME (Town/City, State) on May 15 (Date), 20 14

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

OJ Car vuest
Print Name

Signature of Applicant or Corporate Officer(s)

Raymond Brungamsli
Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituous, Vinous and Malt **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.	$ 900.00
Class I-A	Spirituous, Vinous and Malt, Optional Food (Hotels Only) **CLASS I-A:** Hotels only that do not serve three meals a day.	$1,100.00
Class II	Spirituous Only **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.	$ 550.00
Class III	Vinous Only **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.	$ 220.00
Class IV	Malt Liquor Only **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; Pool Halls; and Bed and Breakfasts.	$ 220.00
Class V	Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) **CLASS V:** Clubs without catering privileges.	$ 495.00
Class X	Spirituous, Vinous and Malt – Class A Lounge **CLASS X:** Class A Lounge	$2,200.00
Class XI	Spirituous, Vinous and Malt – Restaurant Lounge **CLASS XI:** Restaurant/Lounge; and OTB.	$1,500.00
FILING FEE		$ 10.00

UNORGANIZED TERRITORIES $10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

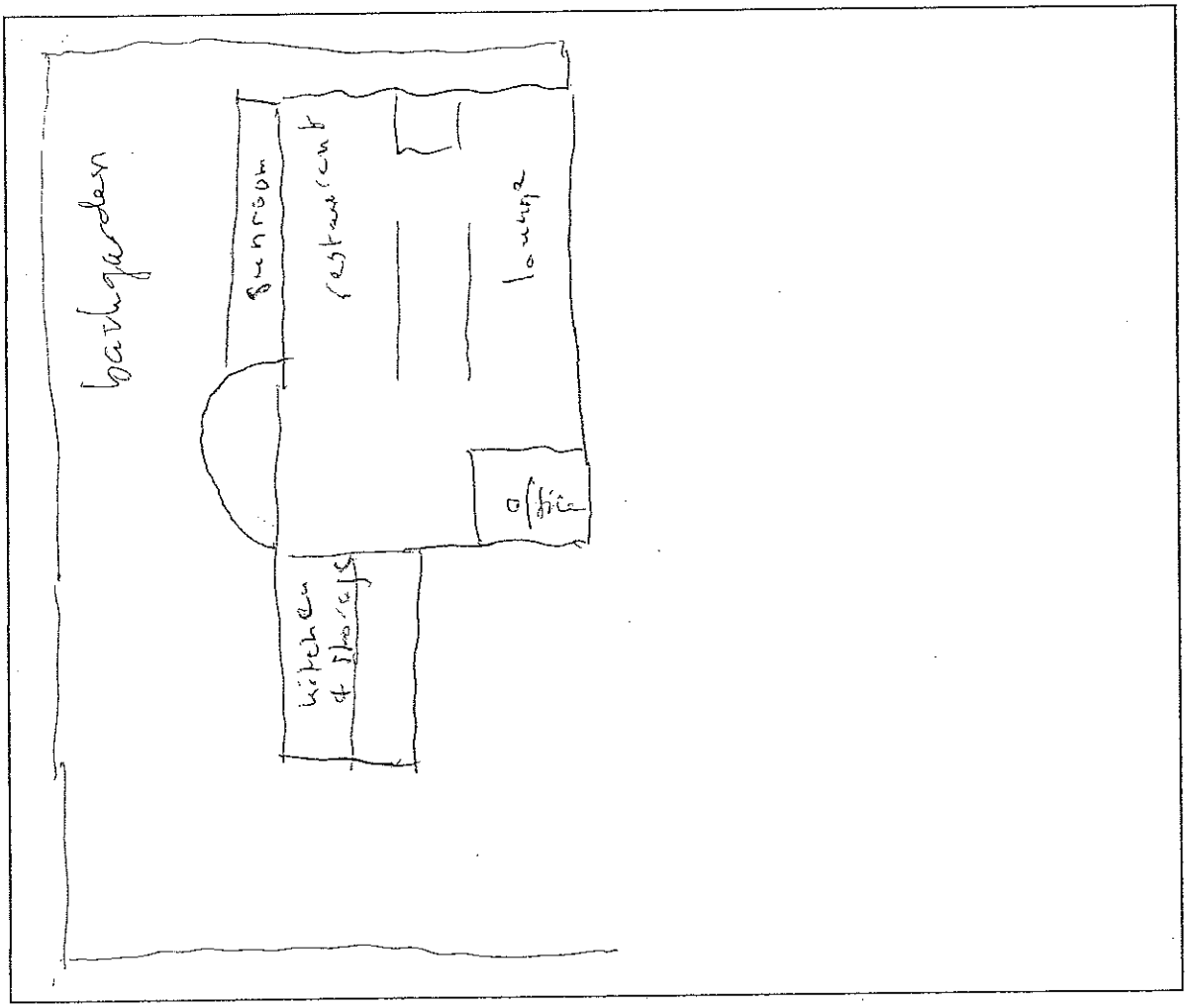
All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

Bureau of Alcoholic Beverages
Division of Liquor Licensing & Enforcement
164 State House Station
Augusta, ME 04330-0164
Tel: (207) 624-7220 Fax: (207) 387-3424

SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

For Office Use Only:
License #: _____
Date Filed: _____

Supplemental Information Required for Business Entities Who Are Licensees

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

   Tempo Dulu LLC

2. Other business name for your entity (DBA), if any:

   Danforth Inn ; The Danforth

3. Date of filing with the Secretary of State: March 17, 2014

4. 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: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Oscar Veret	6 Rockbrook drive,	7-23-65	50 %
	Camden ME 04843		
Raymond Brunyanszki	6 Rockbrook drive	12-30-69	50 %
	Camden ME 04843		

7. Is any principal person involved with the entity a law enforcement official?

   Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

   Name: _____ Agency: _____

9. 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 ☒

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

_____

Signature:

_____ 5/15/14

Signature of Duly Authorized Person Date

Oscar Verret

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

Department of Public Safety
Liquor Licensing &
Inspection Division

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY
License No. Assigned:
Class:
Deposit Date:
Amt. Deposited:

Hotel Mini-bar Application

PRESENT LICENSE EXPIRES _____

Fee Schedule

Hotels with a current Liquor License.....$100.00

Number of Mini-bars requested 9 X $5.00 @ Mini-bar = 45.00 (not to exceed $900.00)

Hotels without a Liquor License.....$200.00

Number of Mini-bars requested _____ X $10.00 @ Mini-bar = _____

Filing Fee.....$10.00

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited Liability Co., etc.)	2. Business Name (D/B/A)
Tempa Dalu LLC DOB:	Danforth Inn
DOB:	
DOB:	Location (Street Address) 163 Danforth Street
Address 6 Rochbrook drive	City/Town Portland State ME Zip Code 04102
	Mailing Address
City/Town Camden State ME Zip Code 04843	City/Town State Zip Code
Telephone Number 207-542-4999 Fax Number 207-236-4937	Business Telephone Number 207-879-8755 Fax Number
Federal I.D. # 46-5338056	Seller Certificate #

3. Is applicant a corporation, limited liability company or limited partnership? YES ☑ NO ☐
complete Supplementary Questionnaire ,If YES
4. If manager is to be employed, give name: _____
5. If business is NEW or under new ownership, indicate starting date: Asap
Requested inspection date: _____ Business hours: _____
6. Business records are located at: 163 Danforth Street, Portland, ME 04102
7. Is/are applicants(s) citizens of the United States? YES ☑ NO ☐
8. Is/are applicant(s) residents of the State of Maine? YES ☑ NO ☐

7+8: LLC is maine based; owners are from the Netherlands, residing in maine with US Visa's

9. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Oscar Verest	7-23-65	Willemstad, Curaçao
Raymond Brunyanszki	12-30-69	Utrecht, Netherlands

Residence address on all of the above for previous 5 years (Limit answer to city & state

6 Rockbrook drive, Camden, ME 04843

10. 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

11. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes ☐ No ☑ If Yes, give name: _____

12. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☑ (owners yes)

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

Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☐ NO ☐ Applied for: ☑

15. 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? church

16. 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: mortgage loan Bar Harbor Bank + trust & former owner

The Division of Liquor Licensing & Inspection 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, ME (Town/City, State) on May 15 (Date), 20 14

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Oscar Verest, LLC manager
Print Name

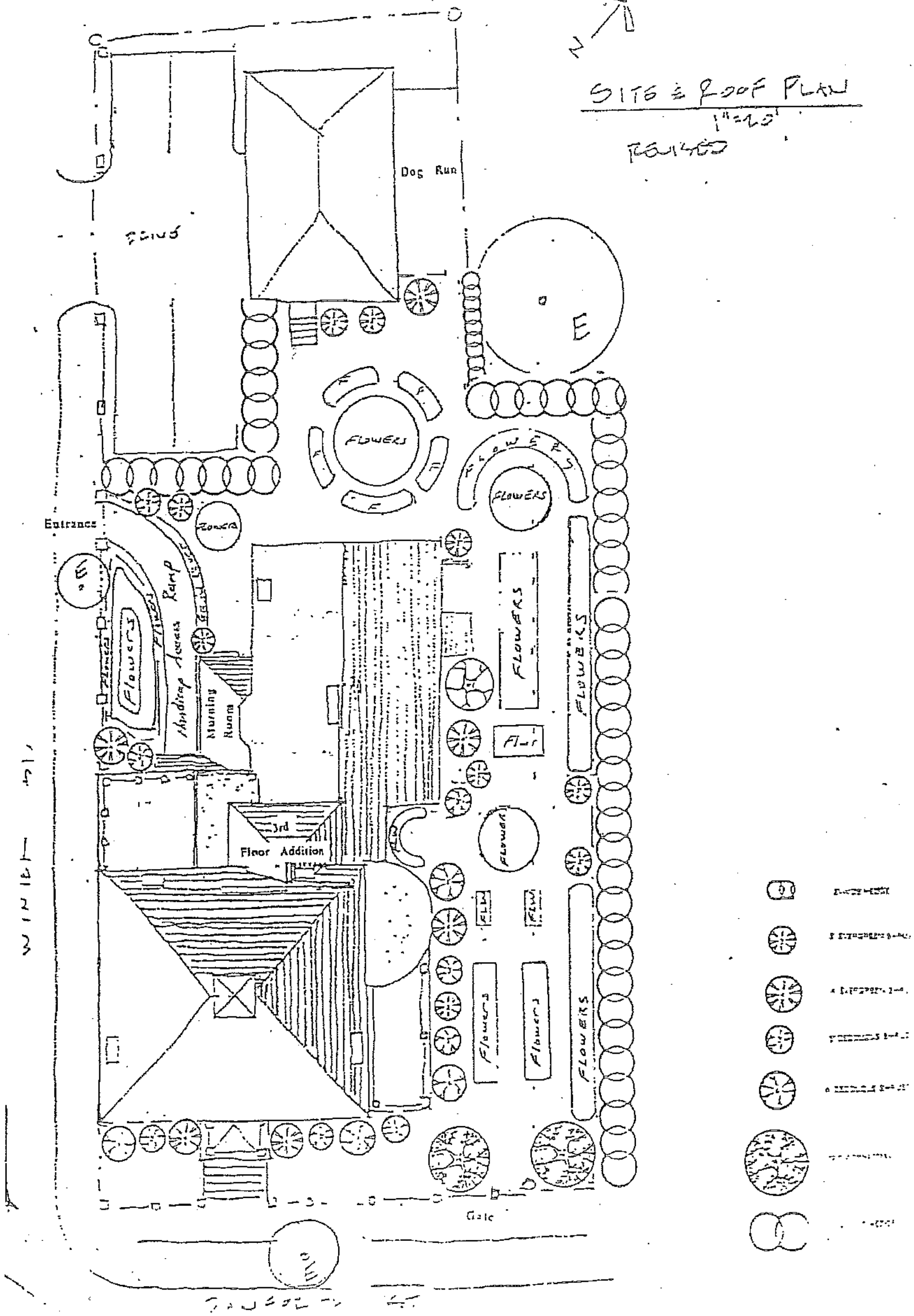
Signature of Applicant or Corporate Officer(s)

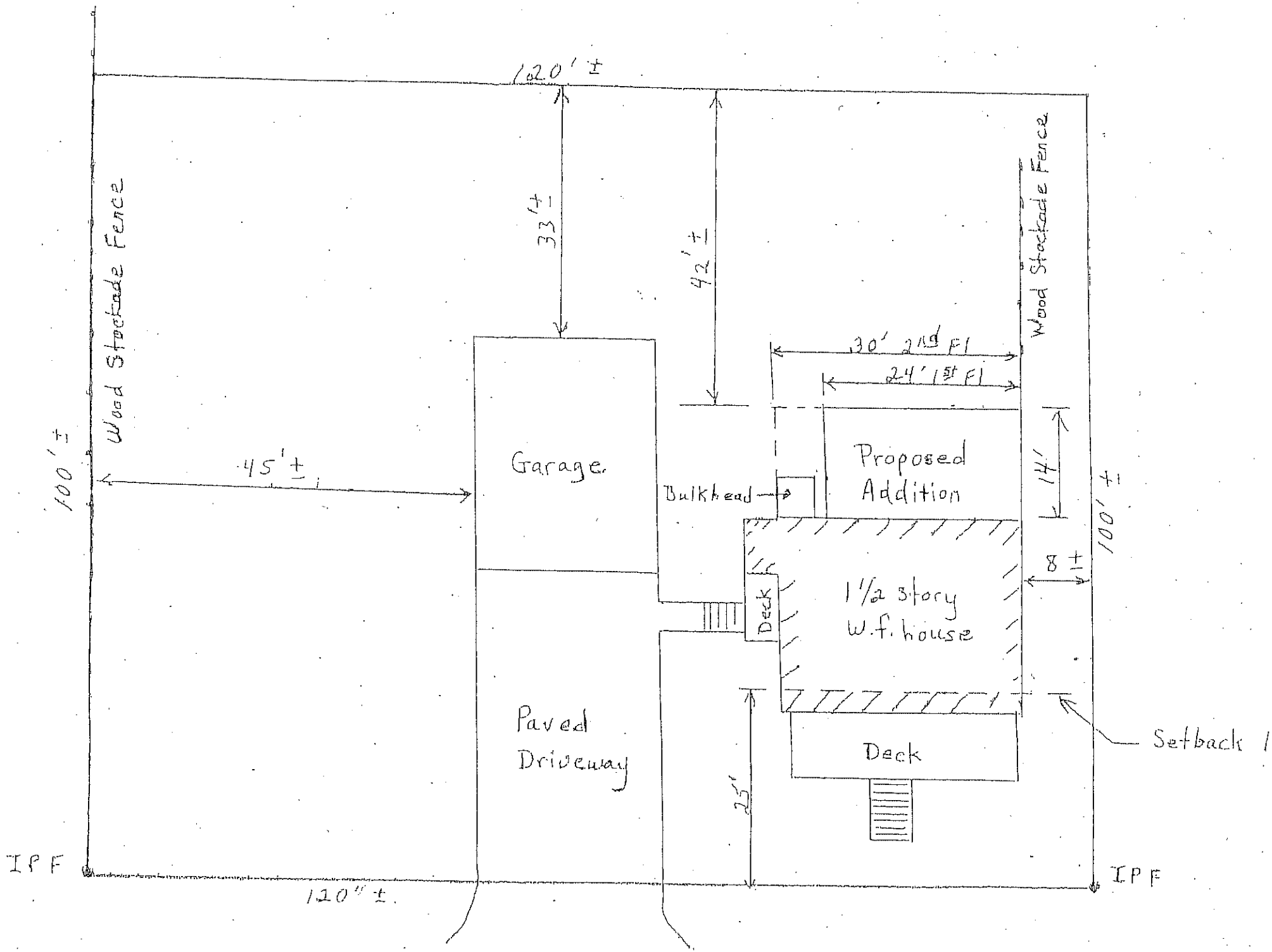
Raymond Brunyanszki, LLC manager
Print Name

A. ...es must accompany application, made payable to: TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164. Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

ATTACHMENT 2

SITE & ROOF PLAN
1"=20'
REVISED




120' ±
33' ±
42' ±
Wood Stockade Fence
Wood Stockade Fence
100' ±
100' ±
45' ±
Garage
Bulkhead
30' 2nd Fl
24' 1st Fl
Proposed Addition
14'
8 ±
Deck
1½ story w.f. house
Paved Driveway
Deck
25'
Setback
IPF
IPF
120' ±

Bre. fast at The Danforth

From our Buffet:

Artisanal Cheeses * Charcuterie * Granola

Yogurt * Viennoiseries

Amuse:
Fruit Smoothie * Fresh Fruit

Choice of:

Slow cooked Oats
Maple Cream & Dried Fruit Jam

Maine Lobster Eggs Benedict
Local Eggs & Hollandaise

Chilaquiles
Poached Eggs, Salsa Verde & Chorizo

House cured Salmon
Poached Egg, Crème Fraiche & Toasted Bagel

Blueberry Pancakes
Lemon Vanilla Butter

Eggs any style

Greek Yogurt, Seasonal Fruit & Honey

Pecan Waffles
Cranberry Orange Butter

All selections include a choice of rustic potatoes, sautéed spinach, roasted mushrooms, bacon, or sausage

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions.

Business Licensing - DANFORTH INN - PENDING Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 5/20/2014 10:20 PM
Subject: DANFORTH INN - PENDING Business License Approval

DANFORTH INN - PENDING is In Review for their Business License Inspection by the Police Dept.

Date:

Zone:
Comments: Approval of liquor license related issues.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C153032

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-05-20) :

Inquiries Name(s) RAYMOND BRUNYANSZKI (1969-12-30)

NO MATCH WAS FOUND FOR YOUR REQUEST.

MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C153025

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-05-20) :

Inquiries Name(s) MARY E COOPER (1949-06-13)

NO MATCH WAS FOUND FOR YOUR REQUEST.

MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C153024

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-05-20) :

Inquiries Name(s) OSCAR VEREST (1965-07-23)

NO MATCH WAS FOUND FOR YOUR REQUEST.

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • *www.portlandmaine.gov*

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Tempo Dulu LLC d/b/a Danforth Inn
163 Danforth St.
Portland, ME 04102

Re: Tempo Dulu LLC d/b/a Danforth Inn at 163 Danforth St. Application for a Class V License with Entertainment with Dance.

Dear Mr. Verest & Mr. Brunyanszki,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the application for Tempo Dulu LLC d/b/a Danforth Inn at 163 Danforth St. Application for a Class V License with Entertainment with Dance. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5077026 Date 06/04/2014 Time 12:06 PM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Tempo Dulu LLC d/b/a Danforth Inn at 163 Danforth St. Application for a Class V License with Entertainment with Dance. Sponsored by Katherine L. Jones, City Clerk.

#5077026

Ad shown is not actual print size

Order 223-13/14
Tab 12 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICER'S APPROVAL OF:

Mack Bar Inc. d/b/a Blackstone's at 6 Pine St. Application for a Class A Lounge License.

May 16th 2014

Michael Brennan, Mayor
Members of City Council
City of Portland Me
389 Congress St
Portland ME 04101

2014 MAY 16 AM 11:30

CITY CLERK

Dear Sirs,

I intend to acquire the current location of 6 Pine Street, Portland ME, the current location of One Bar Inc. d/b/a Blackstones upon satisfactory approvals. I am applying for a Class A Lounge license under the name of Mack Bar Inc. an S-Corporation. I am the sole shareholder.

By way of back ground, I've been on staff as a bartender at Blackstones since July 2004. I intend to maintain the neighborhood feel and continue operations along the lines of status quo.

Should you have any question, I can be reached at:

207-400-4544
Blackstones2014@gmail.com

Matthew Pekins
102 Cumberland St.
Westbrook ME 04092

Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

Application for Food Service Establishment With Alcoholic Beverages

Type of Liquor License Applying for: Class A Lounge

Please check one: (Corporation/LLC/ Non-profit org. ✓) (Sole Proprietor ___) (Partnership ___)

Business Name (d/b/a): Blackstone's Phone: 775 2885

Location Address: 6 Pine St Portland ME ZIP 04101

If new, what was formerly in this location: ___

Mailing Address: 6 Pine st Portland ME ZIP 04101

Contact Person: Matthew PEKins Phone: 400 4544

Manager of Establishment: Matthew PEKins Home Phone # 400 4544

Owner of Premises (landlord): Geoffry Rice

Address of Premises Owner: 658 Congress St Portland ZIP 04101

Does the Issuance of this license directly or indirectly benefit any City employee(s)? Yes___ No X
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? Yes ____ No X. If yes, please list business name(s) and location(s):

___

Is any principal officer under the age of 18? ____ Yes X No

Have applicant, partners, associates, or corporate officers ever been *arrested*, *indicted*, or *convicted* for any violation of law? Yes If yes, please explain: OUI/DUI

CITY CLERK
2014 MAY 16 AM 10:40

SOLE PROPRIETOR / PARTNERSHIP INFORMATION: (if corporation, leave blank)

Name of Owner(s): ___ DOB ___ Residence Address ___
Name of Owner(s): ___ DOB ___ Residence Address ___
Name of Owner(s): ___ DOB ___ Residence Address ___

CORPORATE / LLC / NON-PROFIT ORGANIZATION APPLICANTS: (if sole proprietor, leave blank)

Corporation Name: Mack BAR Inc.

Corporation Mailing Address: 102 Cumberland St Westbrook ZIP 04092

Contact Person: Matthew PEKins Phone Number: 400 4544

PRINCIPAL OFFICERS: (if more space is needed, please attach a separate page)

Name Matthew PEKins Title Clerk DOB 10/18/79 Residence Address 102 Cumberland st Westbrook ME
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___

(Please see reverse side)

Department of Public Safety
Division

Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY
License No. Assigned:
Class:
Deposit Date:
Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: X MALT X SPIRITUOUS X VINOUS

INDICATE TYPE OF LICENSE:

- ☐ RESTAURANT (Class I,II,III,IV)
- ☐ HOTEL-OPTIONAL FOOD (Class I-A)
- X CLASS A LOUNGE (Class X)
- ☐ CLUB (Class V)
- ☐ TAVERN (Class IV)
- ☐ RESTAURANT/LOUNGE (Class XI)
- ☐ HOTEL (Class I,II,III,IV)
- ☐ CLUB-ON PREMISE CATERING (Class I)
- ☐ GOLF CLUB (Class I,II,III,IV)
- ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)	2. Business Name (D/B/A)
Mack BAR INC, DOB:	Blackstone's
DOB:	
DOB:	Location (Street Address) 6 Pine St
Address 102 Cumberland St	City/Town Portland State ME Zip Code 04101
	Mailing Address 6 Pine St
City/Town Westbrook State ME Zip Code 04092	City/Town Portland State ME Zip Code 04101
Telephone Number 400 4544 Fax Number	Business Telephone Number 775 2885 Fax Number
Federal I.D. # 46-5420876	Seller Certificate #

3. If premises are a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS $ N/A FOOD $ New LIQUOR $ New
5. Is applicant a corporation, limited liability company or limited partnership? YES X NO

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO X
7. If manager is to be employed, give name: _____
8. If business is NEW or under new ownership, indicate starting date: April 29 2014
   Requested inspection date: _____ Business hours: 4pm - 1am
9. Business records are located at: 6 Pine St Portland ME
10. Is/are applicants(s) citizens of the United States? YES X NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES X NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Matthew T PEKins	10/18/1979	Waterville ME

Residence address on all of the above for previous 5 years (Limit answer to city & state

102 Cumberland St Westbrook ME 04092

13. 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 X NC

Name: Matthew PEKins Date of Conviction: January 2009

Offense: OUI/DUI Location: Westbrook ME

Disposition: Guilty

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No X If Yes, give name:

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO X

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

Geoffrey Rice

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)

1000 sqfeet located @ 6 Pine St Portland ME

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO X Applied for: w/ licence

19. 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? 300 ft Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES X NC

If YES, give details: Seller Financing Note to Be held By One BAR INC,

The Division of Liquor Licensing & Inspection 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 Maine (Town/City, State) on May 16th (Date), 20 14

Please sign in blue ink

Matthew PEK

Signature of Applicant or Corporate Officer(s)

MATTHEW PEKins

Signature of Applicant or Corporate Officer(s)

State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

For Office Use Only:

License #: _____

Date Filed: _____

Supplemental Information Required for Business Entities Who Are Licensees

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

   Mack Bar Inc,

2. Other business name for your entity (DBA), if any:

   Blackstone's

3. Date of filing with the Secretary of State: _____

4. 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: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Matthew Perkins	102 Cumberland St Westbrook	10/18/79	100

7. Is any principal person involved with the entity a law enforcement official?

   Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

   Name: _____ Agency: _____

9. 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 [X] No [ ]

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

Name: Matthew Perkins

Date of Conviction: 2009 January

Offense: OUI/DUI

Location of Conviction: Westbrook ME

Disposition: Guilty

Signature:

Matthew Perkins Pres — 5/16/2014

Signature of Duly Authorized Person — Date

Matthew Perkins Pres.

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

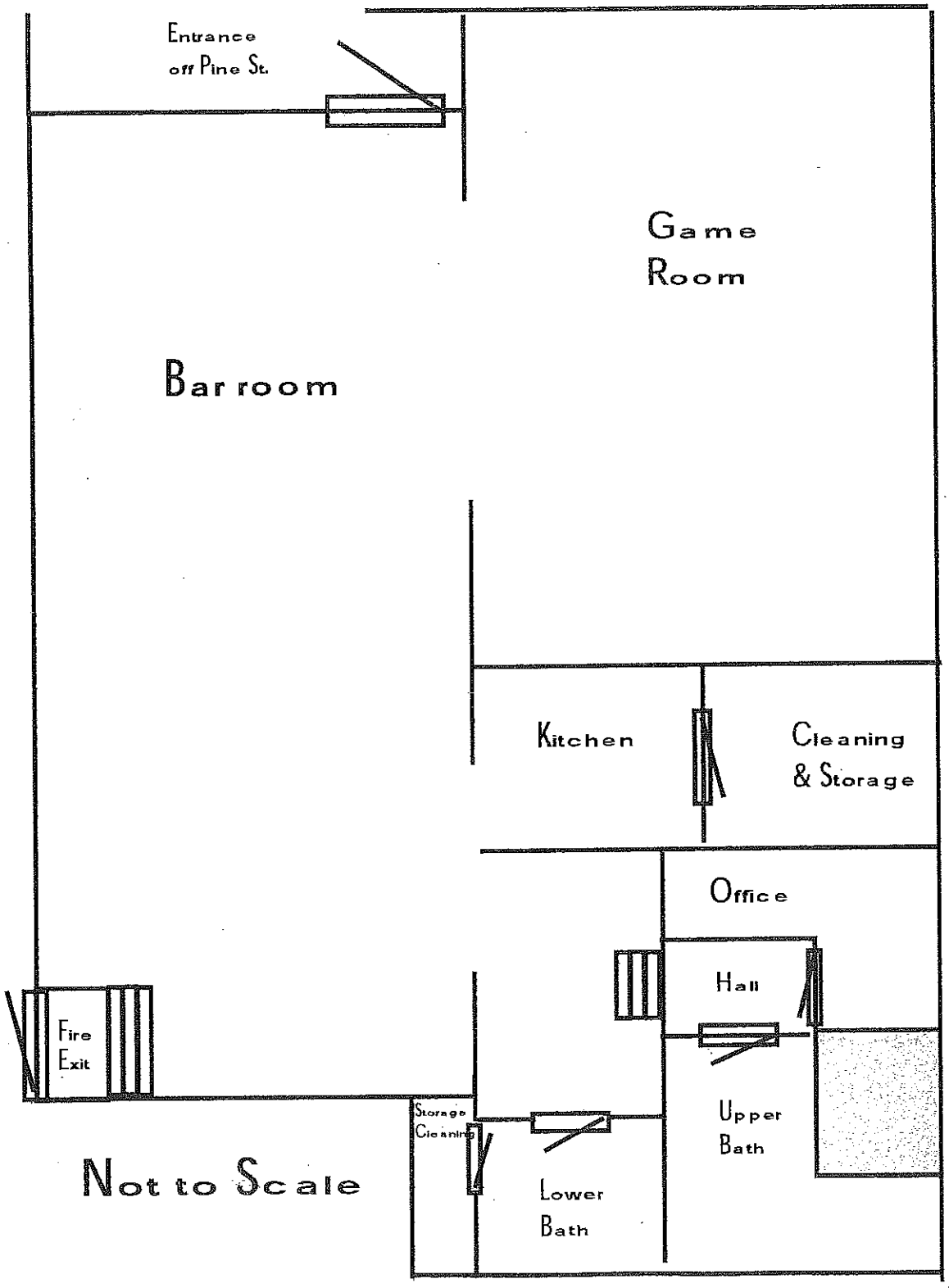
Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

One Bar Inc.
d/b/a Blackstones
6 Pine St. Portland, ME

UpDate 07/2013

1000sf (+,-)



Blackstones

Small bites menu

f oices a week

Crab dip
Buffalo chicken dip
Spinach & Artichoke dip
Baked Brie two ways
Honey pepper corn
Mixed berry

Chicken salad in lettuce or tortilla
Roasted Shrimp cocktail
Baked haddock
Seafood chowder
Mac and cheese. Two ways
Lobster/buffalo chic

French onion soup.
Haddock Chowder
chicken sauté. W peanut sauce.

Cheese cake. Mixed berries. Limoncello. Baileys. B52.

Business Licensing - BLACKSTONES - PENDING Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 5/20/2014 10:18 PM
Subject: BLACKSTONES - PENDING Business License Approval

BLACKSTONES - PENDING is In Review for their Business License Inspection by the Police Dept.

Date:

Zone:
Comments: approval of liquor license.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C153030

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-05-20) :

Inquiries Name(s) MATTHEW PEKINS (1979-10-18)

NO MATCH WAS FOUND FOR YOUR REQUEST.

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Mack Bar Inc.
Attn: Mr. Pekins
102 Cumberland St.
Westbrook, ME 04092

Re: Mack Bar Inc. d/b/a Blackstone's at 6 Pine St. Application for a Class A Lounge License.

Dear Mr. Pekins,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the application for Mack Bar Inc. d/b/a Blackstone's at 6 Pine St. Application for a Class A Lounge License. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5076964 Date 06/04/2014 Time 11:53 AM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Mack Bar Inc. d/b/a Blackstone's, 6 Pine St. Application for a Class A Lounge License. Sponsored by Katherine L. Jones, City Clerk.

#5076964

Ad shown is not actual print size

Order 274-13/14
Tab 13 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICER'S APPROVAL OF:

Taco Barr LLC d/b/a Taco Escobarr at 548 Congress St. Application to expand Outdoor Dining on Public Property.

Rcvd 6/4/14

June 4, 2014

Mayor Michael Brennan,
City Council Members,

Hello,

For the sake of logistical ease and in response to some complaints I have decided to change my patio from the metal cage/bar configuration to something more typical with tables and chairs. Making this work has slightly changed the dimensions from what you all had previously approved. I appreciate you taking the time to consider these changes.

Thomas Barr III
¡TACO ESCOBARR!

Rcvd 6/2/14

Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

Application for Food Service Establishment With Alcoholic Beverages

Type of Liquor License Applying for: X1

Please check one: (Corporation/ LLC/ Non-profit org. Y) (Sole Proprietor ___) (Partnership ___)

Business Name (d/b/a): TACO ESCOBARR Phone: 207 541 9097

Location Address: 548 Congress St ZIP 04101

If new, what was formerly in this location: ___

Mailing Address: ↑ ZIP 04101

Contact Person: Thomas Barr Phone: 207 632 3242

Manager of Establishment: Thomas Barr Home Phone # 207 632 3242

Owner of Premises (landlord): Thomas Mallen

Address of Premises Owner: 10 Dana St ZIP 04101

Does the Issuance of this license directly or indirectly benefit any City employee(s)? Yes___ No X
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? Yes X No ___. If yes, please list business name(s) and location(s):

Is any principal officer under the age of 18? ___ Yes X No

Have applicant, partners, associates, or corporate officers ever been *arrested*, *indicted*, or *convicted* for any violation of law? NO If yes, please explain: ___

SOLE PROPRIETOR / PARTNERSHIP INFORMATION: (if corporation, leave blank)

Name of Owner(s): Thomas Barr III DOB 4/18/84 Residence Address 04074
Name of Owner(s): ___ DOB ___ Residence Address ___
Name of Owner(s): ___ DOB ___ Residence Address ___

CORPORATE / LLC / NON-PROFIT ORGANIZATION APPLICANTS: (if sole proprietor, leave blank)

Corporation Name: Taco Barr LLC

Corporation Mailing Address: 548 Congress ZIP 04101

Contact Person: Thomas Barr III Phone Number: 207 632 3242

2014 MAY 30 PM 4:18 CITY CLERK'S

PRINCIPAL OFFICERS: (if more space is needed, please attach a separate page)

Name Thomas Barr III Title Owner DOB 04/18/84 Residence Address 176 Spurwink Rd Scarborough, ME
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___

(Please see reverse side)

Type of Food Served: Mexican

Please check all that will be served: Beer x Wine x Liquor x

Percentage of sales – Generated from Food : 50 Generated from Alcohol: 50

Hours and Days of operation: 11-1 M-S 9-1 Sunday

Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open? Yes x No ____.

If no, please explain ____

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? Yes x No ____. If yes, give the distance Mean Bottom.

Will you have entertainment on the premises? Yes ____ No x (If yes, a separate application is required.)

Will you permit dancing on the premises? Yes ____ No x

Will you permit dancing after 1:00am? Yes ____ No x

Will you have outside dining? Yes ✓ No ____. If yes, please indicate location on diagram.
Also, will the outside dining be on PUBLIC x or PRIVATE ____ property?
Have you applied for an Outdoor Dining Permit? Yes x No ____

Will you have any amusement devices (pinball, video games, juke box)? Yes ____ No x.

If yes, please list, # of pinball: ____ # of amusements: ____ # of pool tables: ____.

That is your targeted opening date? : Renewal / Alteration

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 Jefe Date 5-29-14

Revised 7/7/08

- ☐ The permit holder is responsible for keeping the outdoor seating area clean. The sidewalk area where the tables and chairs are located must be kept neat and free from liter and debris.

- ☐ Nofood shall be prepared outside.

- ☐ If alcohol is to be served, the permit holder must notify the City's Business Licensing Office in room 203 of City Hall or by telephone at 874-8557 and obtain approval for the service of alcohol outdoors. Additionally, State law requires that any outdoor area serving alcohol be segregated from the rest of the public.

- ☐ All tables and chairs shall be removed prior to a predicted snowfall and while any snow or ice exists within the designated outdoor seating area or within four feet from the boundaries thereof. The City will not be responsible for damage to any tables, chairs or other property that is not properly removed when the City is engaged in sidewalk maintenance activities.

- ☐ The permit holder shall comply with all applicable rules and regulations implemented by the city regarding outdoor dining.

Failure to comply with any of the above conditions will result in revocation or non-renewal of the permit.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided 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 there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged: _____ Date: 05054

Printed name THOMAS BARR IV

Establishment ITACO ESCOBARR!

Location 548 CONGRESS ST

Outdoor Dining Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

☐ **New** Application for Outside Dining
☒ **Renewal** Application for Outside Dining
City Clerk signature for liquor license approval: [signature] Bus. Lic. Admin.
Pending Council Date:

Location Name & Address: TACO ESCOBARR 548 CONGRESS ST PORTLAND ME 04101	**Chart** 37 **Block** H **Lot** 001
Owner & Phone #: THOMAS MOULTON (207) 450-7100	**Total Square Footage of Proposed Seating Area:**[1] 154'2
Applicant *must* be owner or lessee Name: THOMAS BARR Address: 548 CONGRESS City, State & Zip: PORTLAND, ME 04101 E-Mail: thomasbarrii@gmail.com	**Annual Fee:** **$80** Total Sq. Ft.: 154 Sq. Ft. Fee: (sq ft x $2) $ 308 *(Due when issued)* **Total Fees:** $$388 (Permit not issued until all fees are paid)

Current use: SIDEWALK

Business name: TACO ESCOBARR

Seating area dimensions: 11' x 14'

How many chairs? 12 How many tables? 5

☒ **Yes** Alcohol is served.
☐ **No** Alcohol being served.

Who should we contact for the pre-inspection: THOMAS BARR

Mailing address: 548 CONGRESS ST Phone: 207 632 3242

Please submit all of the information outlined in the Outdoor Dining Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaiue.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

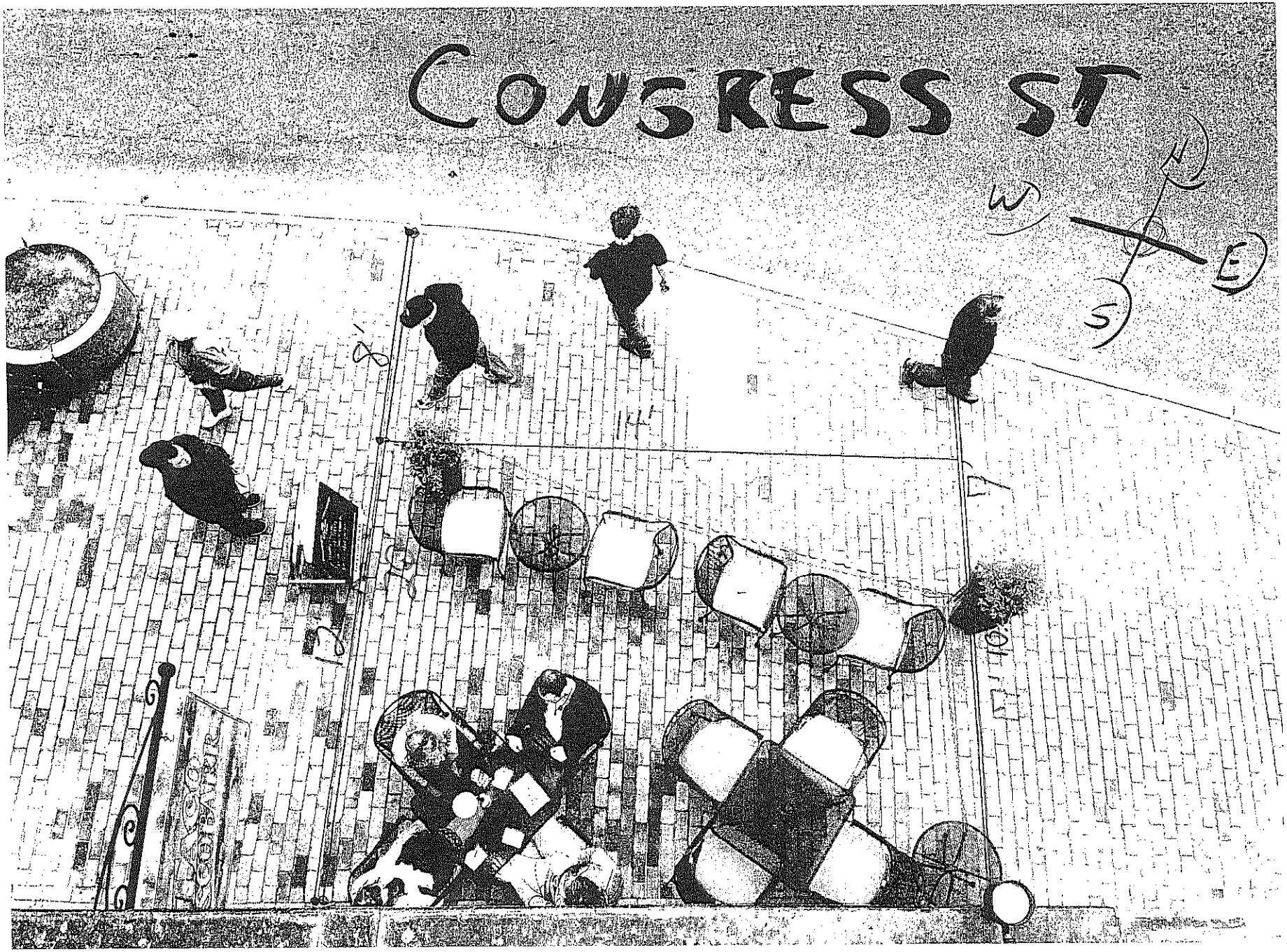
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition,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

Signature of Applicant: [signature] Date: 05 05 14

[1] *In no instance shall the total square footage of dining area equal more than 10% of park space, unless the applicant receives a waiver from the Director of Parks and Recreation or his or her designee.*

This is not a permit; you may not commence ANY work until the permit is issued.

Revised 06-14-12


CONGRESS ST
W
E
S

Business Licensing - TACO ESCOBARR Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 6/3/2014 7:45 PM
Subject: TACO ESCOBARR Business License Approval

TACO ESCOBARR is N/A for their Business License Inspection by the Police Dept.

Date: 3/6/2014

Zone:
Comments: Out door dining approved.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

Business Licensing - Re: Taco Escobarr - Expansion of Outdoor Dining

From: Ann Machado
To: Business Licensing
Date: 6/2/2014 2:46 PM
Subject: Re: Taco Escobarr - Expansion of Outdoor Dining

They applied for a permit for outdoor dining on 5/12/14 - #2014-00998.. Marge has signed off for zoning. Chuck Fagone approved it on 5/22/14. We are all set for zoning.

Ann

Ann

>>> Business Licensing 6/2/2014 11:52 AM >>>
Hello,

For your approval:

Taco Bar LLC d/b/a Taco Escobarr at 548 Congress St. has submitted an application to extend their outdoor dining from 96 ft to 120 ft., thus expanding their alcohol service footprint. This will go before Council on June 16th.

Contact: Thomas Barr - 632-3242

Thanks,
Janice

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Taco Escobarr
Attn: Thomas Barr
548 Congress St.
Portland, ME 04101

Re: Taco Barr LLC d/b/a Taco Escobarr at 548 Congress St. Application to expand Outdoor Dining on Public Property.

Dear Mr. Barr,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the application for Taco Barr LLC d/b/a Taco Escobarr at 548 Congress St. Application to expand Outdoor Dining on Public Property. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5077042 Date 06/04/2014 Time 12:22 PM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Taco Barr LLC d/b/a Taco Escobarr at 548 Congress St. Application to expand Outdoor Dining on Public Property. Sponsored by Katherine L. Jones, City Clerk.

#5077042

Ad shown is not actual print size

Order 375-13/14
Tab 14 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICER'S APPROVAL OF:

Nosh LLC d/b/a Nosh Kitchen Bar at 551 Congress St. Application to expand existing alcohol service area for one-day event on June 29, 2014.

Rcvd 6/3/14

Dear Mayor Brennan and Council Members,

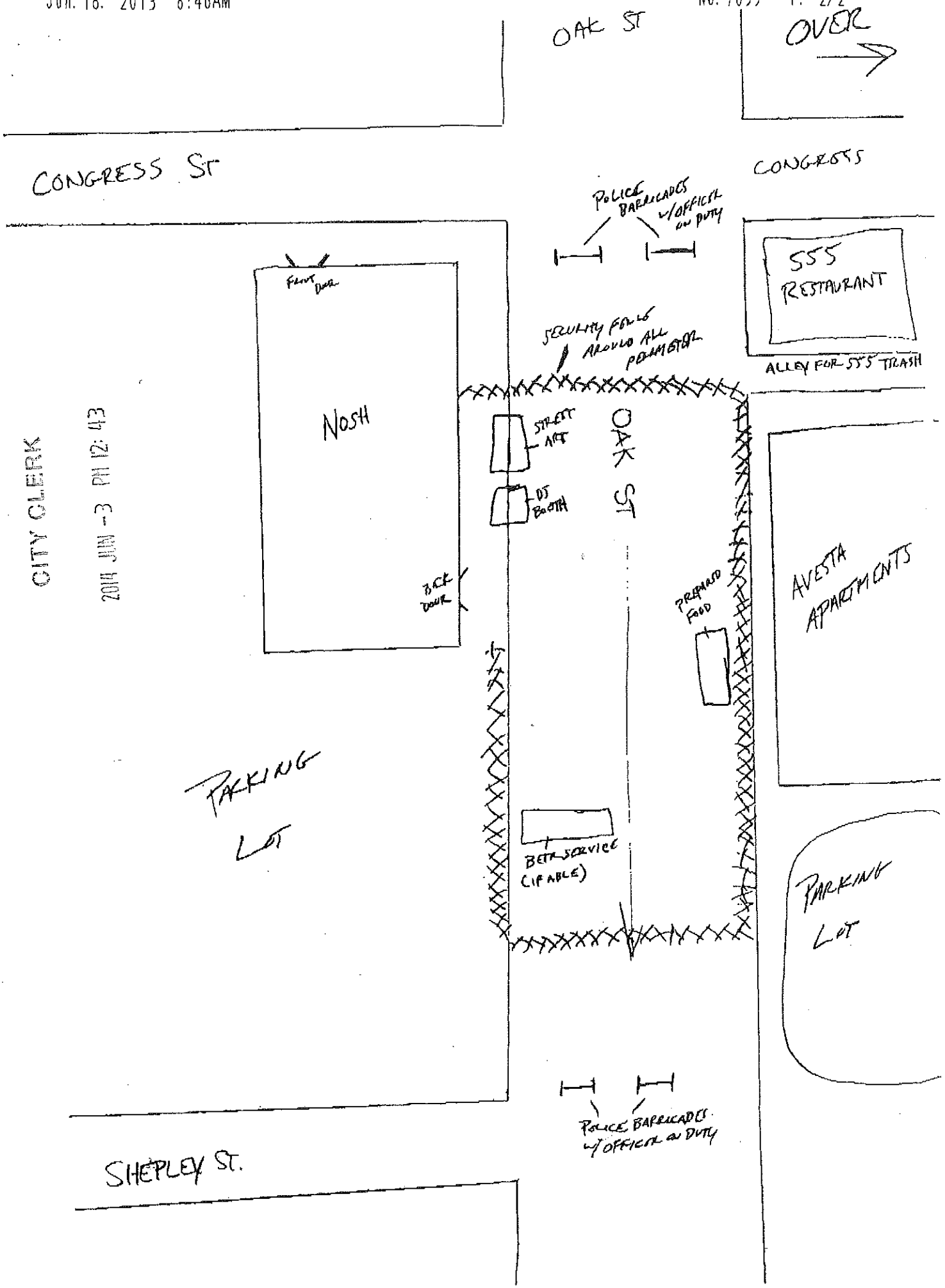
Greetings from Nosh! We are writing this letter to ask approval of you and the council to host our second annual NoshBow event on Oak St. on June 29th. Last year the event was a rousing success with support from the neighborhood and city. This year we are hoping to make the event bigger and better by getting more people involved. We have partnered with Oxbow Brewing company for the event and are bringing in local bands, djs and food vendors as well as local artists to do a live art demonstration. The attendance last year was over 300 people and we look to be closer to 500 this year throughout the day. We are asking to expand the footprint covered by our liquor license in order to accommodate the attendees. The requested area will be fenced in and monitored by our staff and also 2 Portland Police officers. Thank you for your consideration in this matter and please feel free to contact us with any questions or concerns.

Sincerely,

Nosh Kitchen Bar

Matt Moran

CITY CLERK
2013 JUN -3 PM 12:43



Requested/Approved:

Fire _____/_____

Health/Zoning _____/_____

Police _____/_____

Parks & Rec _____/_____

Fee: $35.00 per day

CITY CLERK

2014 JUN -3 PM 12:43

City of Portland
Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

Single Concert / Dance Permit Application

If concert/dance is proposed for outdoors, in a park or on city property, have you obtained the necessary permits from Parks & Recreation? ✓ Yes ___ No. If no, please contact Parks & Rec. at 756-8275.

Business/ Group Name(s): NOSH KITCHEN BAR

Mailing Address: 551 CONGRESS ST.

Business Address: SAME

Applicant/Contact Person's Name: MATT MORAN

Daytime Phone Number: 749-0340 OR 553-2227

Phone number where we can reach you on the day of the event: 749-0340

Email address: MATT@NOSHKITCHENBAR.COM

Name of Festival/Event: NOSH BOW

Location of Event: OAK ST.

Date of Event: 6/29/14 **Time of Event – From:** 11 **To:** 6

Estimated number of attendees: 400

Style of music: (Anytime amplification is involved, give a short description of DJ/band setup, use back of page if a number of bands or musicians are performing) DJ, REGGAE, ROCK & 4 BANDS WITHIN THOSE GENRES.

Premises Owner's Name and Address: CITY OF PORTLAND

Does the award of this license benefit any City employee? Yes _____ No ✓

If yes, list name(s) and department(s): _____

Read Carefully & Sign:

I/we, understand that any misstatement of material fact in the above application may result in denial of this license or revocation if a license has already been issued.

Signature: _____ **Date:** 5/29/14

CITY CLERK

2014 JUN -3 PM 12:43

City of Portland
Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

Temporary Food Service Establishment License Application

Instructions for Applicants

All vendors must prepare food in one of three ways:

- On site at the festival/event;
- In a State or City-licensed kitchen;
- By some other approved source (ex: pre-packaged food)

Fee:

- If applicant is licensed in the City of Portland - $20/event
- If applicant is not licensed in the City of Portland - $85/event
- If applicant is a 501(c)(3) non-profit & 100% of the proceeds of the sale of food are going to support the non-profit - $20/event. Please provide a copy of documentation showing 501(c)(3) status.

Additional Permits/Info:

- Health Inspections: For questions about food preparation requirements, call 756-8365.
- You may be required to obtain a Dept. of Health & Human Services (DHHS) Temporary Food Service license. For more information, contact the City's Health Inspections Hotline at 756-8365 or DHHS at 287-3707.
- Recreation & Facilities Management: Contact for use of public space or street closings at 874-8826.
- Building Inspections: Contact for use of tents or stages at 874-8703.

Festival/Event Information

Name of Festival/Event: NOSH BOW

Location of Festival/Event: OAK ST.

Date(s) & Time(s): 6/29/14 11-6 PM

Time of Set-Up: 10 AM

Applicant Information

Individual's Name: KARL DEUBEN

or

Business Name: SMALL AX FOOD TRUCK

Mailing Address: 7 KENOSHA AVE SCARBOROUGH 04074

Business Address: SAME

Applicant's Name: KARL DEUBEN

Daytime/Cell Phone Number: 671-8495

Phone number on day of the event: 671-8495

City of Portland
Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

CITY CLERK

2014 JUN -3 PM 12:43

Temporary Food Service Establishment License Application

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- Recreation & Facilities Management: Contact for use of public space or street closings at 874-8826.
- Building Inspections: Contact for use of tents or stages at 874-8703.

Festival/Event Information

Name of Festival/Event: NOSH BOW

Location of Festival/Event: OAK ST.

Date(s) & Time(s): 6/29/14 11-6

Time of Set-Up: 10 AM

Applicant Information

Individual's Name: _____

or

Business Name: PIZZA PIE ON THE FLY

Mailing Address: 544 CUMBERLAND AVE. PORTLAND ME 04

Business Address: SAME

Applicant's Name: RYAN OR RICHAD CAREY

Daytime/Cell Phone Number: RICHARD — 299-6649

Phone number on day of the event: SAME

CITY CLERK

2014 JUN -3 PM 12:43

City of Portland
Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

Temporary Food Service Establishment License Application

Instructions for Applicants

All vendors must prepare food in one of three ways:

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- Recreation & Facilities Management: Contact for use of public space or street closings at 874-8826.
- Building Inspections: Contact for use of tents or stages at 874-8703.

Festival/Event Information

Name of Festival/Event: NOSH BOX

Location of Festival/Event: OAK ST

Date(s) & Time(s): JUNE 29, 2014 ~~10 AM~~ 11-6 PM

Time of Set-Up: 10 AM

Applicant Information

Individual's Name: _____

or
Business Name: HELLA GOOD TACOS

Mailing Address: 500 WASHINGTON AVE. PORTLAND, ME 04103

Business Address: SAME

Applicant's Name: _____

Daytime/Cell Phone Number: (207) 310-3974

Phone number on day of the event: SAME

City of Portland

Office of the City Clerk
389 Congress St., Room 203
Portland, Maine 04101
(207) 874-8557 phone
(207) 874-8612 fax

Street Goods Vendor Application

Amount Due: $35.00 Per Day **Paid:** Cash ____ Check ____ Charge ____

NAME OF EVENT Nosh Bow

DATE OF EVENT 6/29/14

TIME OF EVENT (start to finish) 11-6

LOCATION OF EVENT: Oak St.

Applicant Information

Business Name: Momentum

Business Address: 154 Middle St.

Applicant Name(s): Jason Dodge

Home/Corp. Address: Same as Above.

Phone Number: 207-747-4267 Message Phone: —

Description of Setup: (table, cart, booth, etc.)

Table.

Items to be offered for sale: Clothes / Accessories.

Does the award of this license benefit any City employee? Yes ____ No ✓
If yes, list name(s) and department(s) ____

I hereby certify that all statements made in this application are true. I agree and understand that any misstatements or omissions of material fact herein will result in refusal of license or revocation of license if one has already been issued.

Signature: [signature] Date: 6/3/14

Revised: 7/21/2009

City of Portland

Office of the City Clerk
389 Congress St., Room 203
Portland, Maine 04101
(207) 874-8557 phone
(207) 874-8612 fax

Street Goods Vendor Application

Amount Due: $35.00 Per Day **Paid:** Cash ____ Check ____ Charge ____

NAME OF EVENT NoshBaw

DATE OF EVENT 6/29/14

TIME OF EVENT (start to finish) 11-6

LOCATION OF EVENT: OAK ST.

Applicant Information

Business Name: The Higher Concept glass gallery

Business Address: 543 Congress st Portland, ME

Applicant Name(s): Will Condon

Home/Corp. Address: _____

Phone Number: (207) 518-9720 Message Phone: same

Description of Setup: (table, cart, booth, etc.)

6ft B Booth

Items to be offered for sale: T-Shirts & glass

Does the award of this license benefit any City employee? Yes____ No ____
If yes, list name(s) and department(s) _____

I hereby certify that all statements made in this application are true. I agree and understand that any misstatements or omissions of material fact herein will result in refusal of license or revocation of license if one has already been issued.

Signature: _____ Date: 6/3/14

Business Licensing - Re: Nosh Bow - 6/29/14

From: Gary Hutcheson
To: Aaron Pepin; Business Licensing; Michael Russell; Michael Sauschuck; ...
Date: 6/4/2014 1:17 AM
Subject: Re: Nosh Bow - 6/29/14
CC: Troy Moon

As long as they get approval from codes we have no objection.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

>>> Ted Musgrave 6/3/2014 3:13 PM >>>
wow - glass blower...!!!!

OK by PS EVent Office..... if my supervisor OK's the extended time frame (11am - 6pm)

TROY - pls advise (i'll require a $500 Sound Security Dep)

>>> Business Licensing 6/3/2014 2:56 PM >>>
Hello,

For your approval:
Nosh Kitchen Bar at 551 Congress St. will be hosting another **Nosh Bow event on 6/29/14 from 11 a.m. to 6 p.m. on Oak St.** They will be expanding their alcohol service footprint, and therefore need to be approved by City Council. This will be on the agenda for 6/16.

PD: Back-up for this is due tomorrow (I apologize for the late application). If I could have your feedback as soon as possible, that would be great.

Single Concert:
DJ, reggae, & rock - 4 bands. Estimated attendees: 400

TFSE - All food trucks/pushcarts:
Pizza Pie on the Fly (State-licensed) - selling pizza
Hella Good Tacos (City licensed)- selling tacos & burritos
SmallAxe (City licensed) - selling sandwiches & rice bowls

Street Artists:
They will have a graffiti artist doing work on a plywood wall, as well as a glass-blower selling their goods.

Thanks,
Janice

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Nosh Kitchen Bar
Attn: Matt Moran
551 Congress St.
Portland, ME 04101

Re: Nosh LLC d/b/a Nosh Kitchen Bar at 551 Congress St. Application to expand existing alcohol service area for one-day event on June 29, 2014.

Dear Mr. Moran,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the application for Nosh LLC d/b/a Nosh Kitchen Bar at 551 Congress St. Application to expand existing alcohol service area for one-day event on June 29, 2014. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5077033 Date 06/04/2014 Time 12:09 PM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Nosh LLC d/b/a Nosh Kitchen Bar, 551 Congress St. Application to expand existing alcohol service area for one-day event on June 29, 2014.
Sponsored by Katherine L. Jones, City Clerk.
#5077033

Ad shown is not actual print size

Order 276-13/14
Tab 15 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICER'S APPROVAL OF:

Liquid M2 Inc. d/b/a Liquid M2 Inc. at 465 Fore St. Application to add Entertainment without Dance.

CITY CLERK

2014 MAY 23 PM 4:00

Liquid M2 Inc

207 541 9033 liquidm2portland@gmail.com 465 Fore Street, Portland ME 04101

May 23rd 2014

Letter of Intent re: Food & Liquor License Application

EIN # 27 2702545

Dear Portland City Mayor and Members of the City Council

Liquid m2 Inc would like to apply for a music & entertainment license as an amendment to the food and liquor license at the premises of 465 Fore Street, Portland Maine. The premises are located at 2 Portland Square.

I currently hold a Class 1 restaurant/catering License. # 5457

State Liquor License. # 7245

The nature of Liquid m2 is primarily a Juice Cafe Restaurant, serving fresh smoothies, cold pressed juice and a healthy food menu served at dining tables, this is combined with a sophisticated cocktail bar serving bottled beer, wine and cocktails. A full lunch and dinner menu is also available. The full food and juice bar menu will also be available for take out or catering. We would like to also offer weekly live music for our guests.

The proposed hours of operation are from 10am till 11pm daily

Sincerely yours,

Jacqueline McClure

Owner/ President

Office of the City Clerk
389 Congress Street
Portland, ME 04101
(207) 874-8557

CITY CLERK'S
2015 NOV 23 PM 4:08

Application for Food Service Establishment With Alcoholic Beverages

Type of Liquor License Applying for: - Already have #7245

Please check one: (Corporation/ LLC/ Non-profit org. ✓) (Sole Proprietor ___) (Partnership ___)

Business Name (d/b/a): Liquid M2 Phone: 207 400-6989

Location Address: 465 FORE STREET PORTLAND ZIP 04101

If new, what was formerly in this location: ___

Mailing Address: 67 Lydon lane Cape Elizabeth ME ZIP 04107

Contact Person: JACQUELINE McCLURE Phone: 207 400-6989

Manager of Establishment: JACQUELINE McCLURE Home Phone # ___

Owner of Premises (landlord): CBRE / Boulos Asset - One Portland Square Portland ME 04101.

Address of Premises Owner: ___ ZIP ___

Does the Issuance of this license directly or indirectly benefit any City employee(s)? Yes ___ No ✓
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? Yes ✓ No ___. If yes, please list business name(s) and location(s):
Liquid M2 465 FORE STREET, PORTLAND ME 04101

Is any principal officer under the age of 18? ___ Yes ___ ✓ No

Have applicant, partners, associates, or corporate officers ever been *arrested*, *indicted*, or *convicted* for any violation of law? NO If yes, please explain: ___

SOLE PROPRIETOR / PARTNERSHIP INFORMATION: (if corporation, leave blank)

Name of Owner(s): ___ DOB ___ Residence Address ___
Name of Owner(s): ___ DOB ___ Residence Address ___
Name of Owner(s): ___ DOB ___ Residence Address ___

CORPORATE / LLC / NON-PROFIT ORGANIZATION APPLICANTS: (if sole proprietor, leave blank)

Corporation Name: Liquid M2

Corporation Mailing Address: 67 Lydon lane East Cape Elizabeth ZIP 04107

Contact Person: JACQUELINE McCLURE Phone Number: 207-400-6989

PRINCIPAL OFFICERS: (if more space is needed, please attach a separate page)

Name Jacqueline McClure Title Owner DOB 12/24/69 Residence Address 67 Lydon Ln. E. C. E. M.
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___
Name ___ Title ___ DOB ___ Residence Address ___

(Please see reverse side)

80% Vegetarian.

Type of Food Served: Juice Cafe + Cocktail Bar - Lunch / Dinner Entree.

Please check all that will be served: Beer ✓ Wine ✓ Liquor ✓

Percentage of sales – Generated from Food : 80% Generated from Alcohol: 20%

Hours and Days of operation: Mon - Sun

Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open? Yes ✓ No _____.

If no, please explain _____

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment? Yes ✓ No _____. If yes, give the distance_____.

Will you have entertainment on the premises? Yes ✓ No _____ (If yes, a separate application is required.)

Will you permit dancing on the premises? Yes ____ No ✓

Will you permit dancing after 1:00am? Yes _____ No ✓

Will you have outside dining? Yes ✓ No _____. If yes, please indicate location on diagram.
Also, will the outside dining be on PUBLIC ✓ or PRIVATE _____ property?
Have you applied for an Outdoor Dining Permit? Yes ✓ No _____

Will you have any amusement devices (pinball, video games, juke box)? Yes _____ No ✓.

If yes, please list, # of pinball: _____ # of amusements: _____ # of pool tables: _____.

What is your targeted opening date? : I am open, but wanting to add music License.

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 _____ Title Owner Date 5/23/14

Revised 7/7/08

Application attachment to other City license

$485. With Dance
$270. Without Dance
$545. After Hours (1AM-3AM).
Total due: _____

Office of the City Clerk
389 Congress Street
Portland, ME 04101
207-874-8557

Supplemental Application for Dancing and Entertainment

Please attach a diagram of floor plan showing where in the facility the entertainment will be setup, the direction of any speakers and where dance floor, if any, will be located.

Business Name (d/b/a): Liquid Mz.

Location Address: 465 Fore Street ZIP 04101 Phone 207-541-9033

Will music be electric or acoustical or both? both.

Will amplification used? Yes ✓ No _____

If yes, where and at what level ? front and back - low level.

Will you permit dancing on the premises? Yes _____ No ✓

Will you permit dancing or entertainment after 1:00AM? Yes _____ No ✓

Will recorded music be played: Inside ✓ Outside _____ Both _____

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? ½ mile

Please describe in detail the type and nature of the business and proposed entertainment:

Juice cafe and cocktail bar,
2-3 person band, accoustic music, Jazz

If new applicant, what is your targeted opening date? : we opened April 12th.

Does the issuance of this license directly or indirectly benefit any City employee? Yes ___ No ✓
If yes, list names of employee(s) and department(s).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license 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 _____ **Title** Owner **Date** 5/15/14

Revised: 7.7.2008

Department of Public Safety
Division

Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY
License No. Assigned:
Class:
Deposit Date:
Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ SPIRITUOUS ☐ VINOUS

INDICATE TYPE OF LICENSE:

- ☑ RESTAURANT (Class I,II,III,IV)
- ☐ HOTEL-OPTIONAL FOOD (Class I-A)
- ☐ CLASS A LOUNGE (Class X)
- ☐ CLUB (Class V)
- ☐ TAVERN (Class IV)
- ☐ RESTAURANT/LOUNGE (Class XI)
- ☐ HOTEL (Class I,II,III,IV)
- ☐ CLUB-ON PREMISE CATERING (Class I)
- ☐ GOLF CLUB (Class I,II,III,IV)
- ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) Liquid MZ Inc. DOB:	2. Business Name (D/B/A) Liquid MZ Inc
67 Lyden lane East DOB:	
Cape Elizabeth ME DOB:	Location (Street Address) 465 fore street
Address 04107	City/Town Portland State ME Zip Code 04101
	Mailing Address
City/Town State Zip Code	City/Town State Zip Code
Telephone Number 207 400-6989 Fax Number	Business Telephone Number 207-541-9053 Fax Number
Federal I.D. # 27 2702545	Seller Certificate # 1146005

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS $ _____ FOOD $ _____ LIQUOR $ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES ☑ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☑ NO ☐
7. If manager is to be employed, give name: Jacqueline McClure
8. If business is NEW or under new ownership, indicate starting date: _____
   Requested inspection date: _____ Business hours: _____
9. Business records are located at: 67 Lyden lane Cape Elizabeth ME 04107
10. Is/are applicants(s) citizens of the United States? YES ☑ NO ☐

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

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Philo Nedwell	12/3/69	Maine
Jacqueline McClure	12/24/69	London / U.K.

Residence address on all of the above for previous 5 years (Limit answer to city & state

13. 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes ☐ No ☑ If Yes, give name: _____

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

16. Does/do applicant(s) own the premises? Yes ☐ No ☑ If No give name and address of owner: CBRE / Boulos Asset One Portland Square

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) ME 04101
Already have license - wish to add Music Entertainment

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☑ NO ☐ Applied for: _____

19. 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? 1mile Which of the above is nearest? Church/School

20. 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 & Inspection 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 (Town/City, State) on 5/23/14 (Date), 20____

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

For Office Use Only:
License #: _____
Date Filed: _____

Supplemental Information Required for Business Entities Who Are Licensees

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. 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: Liquid Mz

2. Other business name for your entity (DBA), if any: _____

3. Date of filing with the Secretary of State: August 2010

4. 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: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Jacqueline McClure	67 Hyde Lane East Cape Elizabeth 04107	12/24/69	100

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☑

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. 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 ☑

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

_____

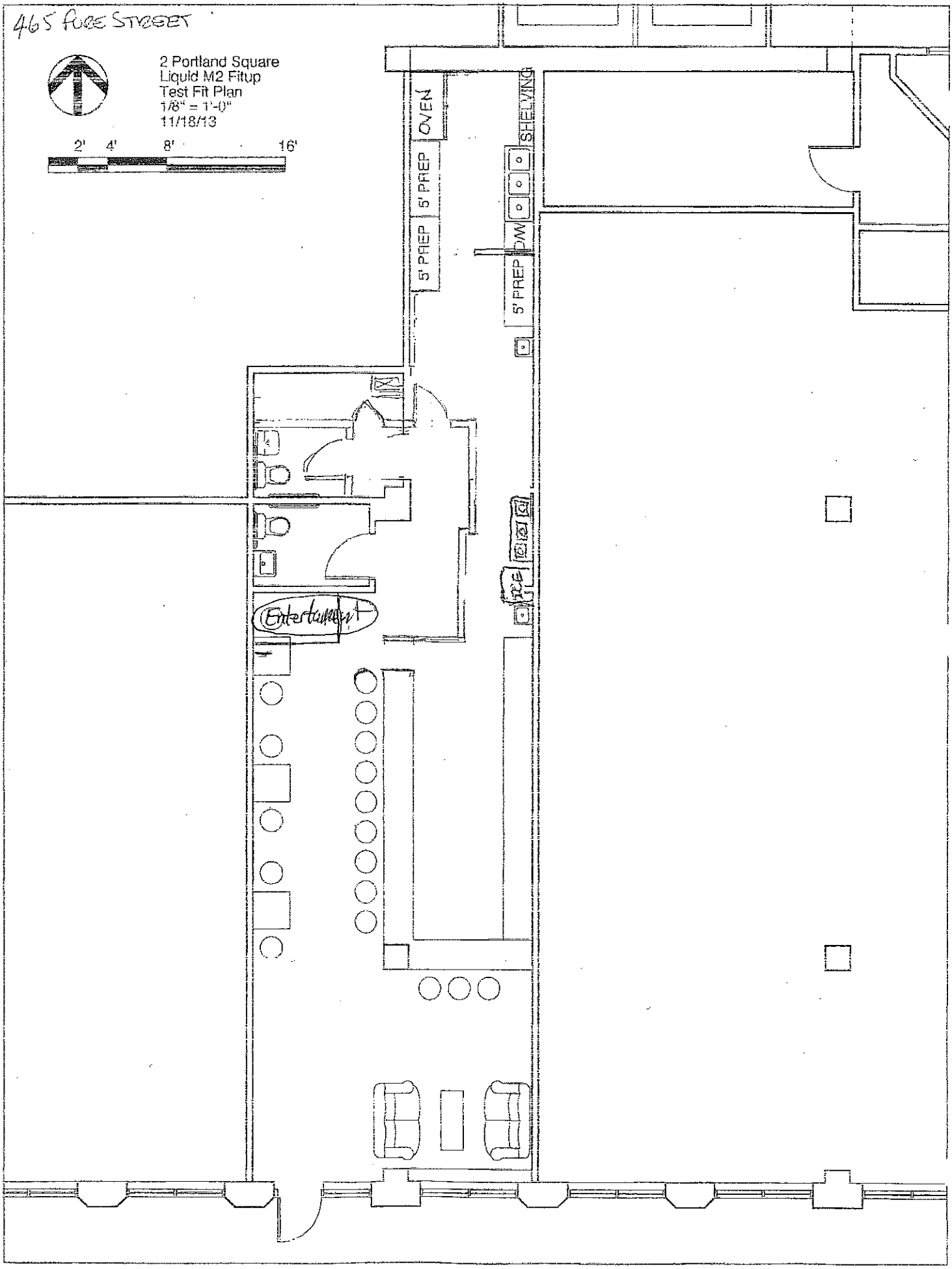
Signature:

_____
Signature of Duly Authorized Person

Date 5/23/14

JACQUELINE McClure
Print Name of Duly Authorized Person

Submit Completed Forms To: Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220


465 FORE STREET
2 Portland Square
Liquid M2 Fitup
Test Fit Plan
1/8" = 1'-0"
11/18/13
2'
4'
8'
16'
OVEN
5' PREP
5' PREP
SHELVING
D/W
5' PREP
ICE
Entertainment

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • *www.portlandmaine.gov*

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Jacqueline McClure
67 Lydon Ln. East
Cape Elizabeth, ME 04107

Re: Liquid M2 Inc. d/b/a Liquid M2 Inc. at 465 Fore St. Application to add Entertainment without Dance

Dear Ms. McClure,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the application for Liquid M2 Inc. d/b/a Liquid M2 Inc. at 465 Fore St. Application to add Entertainment without Dance. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5076971 Date 06/04/2014 Time 11:59 AM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Liquid M2 Inc. d/b/a Liquid M2 Inc., 465 Fore St. Application to add Entertainment without Dance. Sponsored by Katherine L. Jones, City Clerk.

#5076971

Ad shown is not actual print size

Business Licensing - LIQUID M2 INC. Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 6/9/2014 5:57 PM
Subject: LIQUID M2 INC. Business License Approval

LIQUID M2 INC. is Approved for their Business License Inspection by the Police Dept.

Date: 6/9/2014

Zone:
Comments: No issues with music related request.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

Resolve 6-13/14
Tab 16 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTLAND AFFIRMING AND COMMITTING TO A TEN YEAR COMPASSIONATE CITIES CAMPAIGN AND ENDORSING THE CHARTER FOR COMPASSION

WHEREAS: The ICCC (International Campaign for Compassionate Cities) a branch of CAN (Compassion Action Network), is a non-profit organization that works to spread compassion and compassion-based programs; and

WHEREAS: The City of Portland is inhabited and surrounded by a number of diverse cultures, religions, backgrounds and people who deserve to live in a community that celebrates peace, unity and compassion, and

WHEREAS: While we already live in an accepting environment, more can be done to create a web of harmony and acceptance which allows people to be comfortable as they are in the world; and

WHEREAS: Becoming a compassionate city will allow the City to spread the message of compassion for others and responsibility for our actions which permits people to respect and empathize with the others around them; and

WHEREAS: Becoming a compassionate city will encourage the citizens of Portland to work together to alleviate the problems of inequality and disrespectful behavior which will end the cycle of fear, superstition and ignorance that creates distrust, division and violence; and

WHEREAS: Compassion needs to be a priority in the City of Portland for the current and future generation as it can unite the citizens of Portland and allow everyone to celebrate each others differences and similarities.

NOW, THEREFORE, BE IT RESOLVED by the members of the Portland City Council that the city affirms and commits to a Ten Year Compassionate Cities Campaign.

Portland, Maine Yes. Life's good here.

Office of the Mayor
Michael F. Brennan

TO: Councilor Edward Suslovic and Members of the Public Safety/Health & Human Services Committee

FROM: Michael F. Brennan, Mayor

RE Resolution

DATE: June 6, 2014

Attached is a draft resolution and background information regarding the "Charter for Compassion".

In my State of the City address earlier this year, I proposed that the City become part of an effort by other cities to promote compassion. There is no funding required to be part of the campaign but it would be a strong expression of our values in Portland.

I would appreciate any thoughts or comments from the Committee.

Thank you

Michael F. Brennan

CHARTER FOR COMPASSION

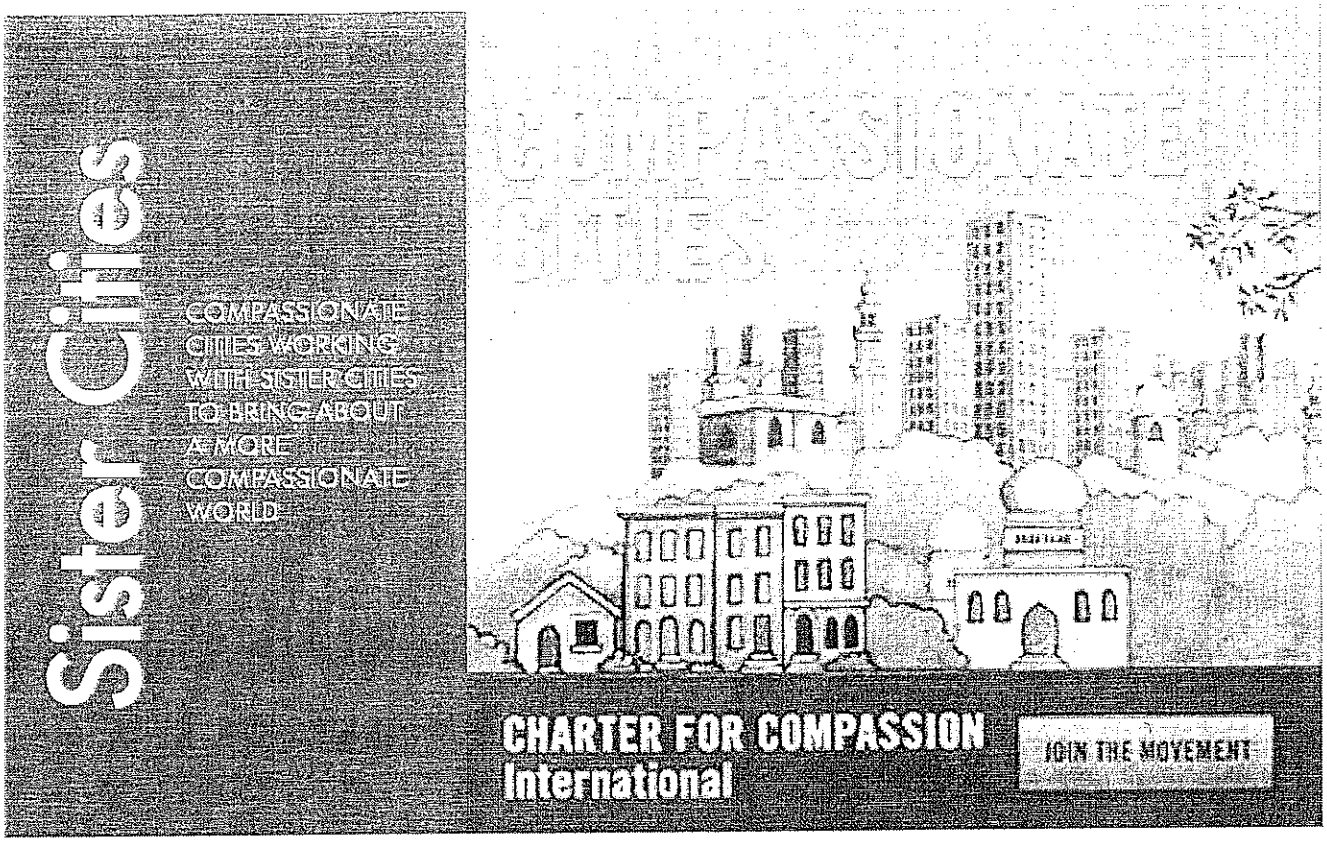
THE PRINCIPLE OF COMPASSION lies at the heart of all religious, ethical and spiritual traditions, calling us always to treat all others as we wish to be treated ourselves. Compassion impels us to work tirelessly to alleviate the suffering of our fellow creatures, to dethrone ourselves from the centre of our world and put another there, and to honor the inviolable sanctity of every single human being, treating everybody, without exception, with absolute justice, equity and respect.

IT IS ALSO NECESSARY in both public and private life to refrain consistently and empathically from inflicting pain. To act or speak violently out of spite, chauvinism, or self-interest, to impoverish, exploit or deny basic rights to anybody, and to incite hatred by denigrating others—even our enemies—is a denial of our common humanity. We acknowledge that we have failed to live compassionately and that some have even increased the sum of human misery in the name of religion.

WE THEREFORE CALL UPON ALL MEN AND WOMEN ~ to restore compassion to the centre of morality and religion ~ to return to the ancient principle that any interpretation of scripture that breeds violence, hatred or disdain is illegitimate ~ to ensure that youth are given accurate and respectful information about other traditions, religions and cultures ~ to encourage a positive appreciation of cultural and religious diversity ~ to cultivate an informed empathy with the suffering of all human beings—even those regarded as enemies.

WE URGENTLY NEED to make compassion a clear, luminous and dynamic force in our polarized world. Rooted in a principled determination to transcend selfishness, compassion can break down political, dogmatic, ideological and religious boundaries. Born of our deep interdependence, compassion is essential to human relationships and to a fulfilled humanity. It is the path to enlightenment, and indispensible to the creation of a just economy and a peaceful global community.

COMPASSIONATE
LOUISVILLE



It's Time to Broaden Our Strategy as Compassionate City Initiatives Reach 200

O' if I had a golden thread of rainbow design, I'd bind up this sorry world with my hand, my heart and mind.

~performed by American folksinger, Pete Seeger in the 1960s

As more and more cities strategize to become compassionate cities, move forward to sign the Charter for Compassion or even begin to develop action plans, several initiatives are considering reaching out to work in tandem with their sister cities across the globe to strengthen their bonds of interconnectedness.

Below are listed Charter cities and a ***sampling*** of their sister cities. Each campaign is encouraged to find out about their sister cities and how they might begin a shared dialogue with them. Cities appearing in **red bold print** are also registered initiatives.

Accra, Ghana
Chicago, IL, USA
Washington, DC, USA

Addis Ababa, Ethiopia
Dubai, UAE
Havana, Cuba
Johannesburg, South Africa
Stockholm, Sweden
Tel-Aviv, Israel

Amman, Jordan
Beirut, Lebanon
Cairo, Egypt
Chicago, IL, USA
Pretoria, South Africa
San Francisco
Tokyo, Japan

Amsterdam
Algiers, Algeria
Athens, Greece
Bogota, Colombia
Montreal, Canada
Sarajevo, Bosnia & Herzegovina
Willemstad, Curacao
Jakarta, Indonesia

Anchorage, AK, USA
Chitose, Japan
Darwin, Australia
Incheon, Korea
Tromso, Norway

Ann Arbor, MI, USA
Belize City, Belize
Dakar, Dakar,
Peterborough, ON, Canada

Appleton, Wi, USA
Kurgan, Russia

Arlington, VA, USA
Aachen, Germany
Coyoacan, Mexico
San Miguel, El Salvador

Arnheim, Netherlands
Airdrie, Scotland
Gera Germany
Kimberley, South Africa
Villa, El Salvador

Asheville, NC, USA
San Cristobal de las Casas, Mexico
Vailadolid, Yucatan, Mexico

The U.S. Conference of Mayors, 81st Annual Meeting
June 21-24, 2013, Las Vegas
Resolution No. 35: "COMPASSION AS AN EFFECTIVE PUBLIC POLICY"

Submitted By:

The Honorable Greg Fischer
Mayor of Louisville

The Honorable Stephen K. Benjamin
Mayor of Columbia, SC

The Honorable T.M. Franklin Cownie
Mayor of Des Moines

The Honorable Karl Dean
Mayor of Nashville

The Honorable William May
Mayor of Frankfort

The Honorable Nancy McFarlane
Mayor of Raleigh

The Honorable William Wild
Mayor of Westland

WHEREAS, by becoming part of a compassionate city, region, or nation, citizens become empowered to develop a sense of cooperation and reinvigorated hope; and

WHEREAS, in 2008 the Seattle Community hosted a weeklong event titled "The Seeds of Compassion" which included gatherings, discussions, and workshops, which subsequently inspired networks and organizations around the world to take similar actions; and

WHEREAS, the formation of the Compassionate Action Network International drew on the success of this event; and

WHEREAS, one of the results of this new network was the creation of the Campaign for Compassionate Cities; and

WHEREAS, today, over 80 cities from Gaziantep, Turkey to Louisville, KY are participating in the Campaign for Compassionate Cities; and

WHEREAS, one billion of the world's seven billion people do not subscribe to a religious faith, secular leadership is needed to disseminate information related to the science of compassion and the positive impact it has on respect, dignity and service to our fellow citizens; and

WHEREAS, each city is unique in the way it takes on compassion in civil thought and planning, such as Louisville, where recently thousands of citizens performed 107,000 acts of compassion in a week long Give-A-Day project; and

WHEREAS, scientific research is revealing that the early intervention with compassionate policies with at-risk youth shows great promise for positive change; and

WHEREAS, compassion programs could ultimately save cities money they would otherwise use for dealing with the costs associated with crime,

NOW, THEREFORE, BE IT RESOLVED that The United States Conference of Mayors applauds the cities who have adopted compassion as a key policy for their communities; and

BE IT FURTHER RESOLVED that The United States Conference of Mayors recommends that other cities explore the use of compassion as a key component to achieve core objectives in their communities; and

BE IT FURTHER RESOLVED that The United States Conference of Mayors provides future opportunities for exploration and discussion among Mayors on the role of compassion as an effective policy for their communities; and

BE IT FURTHER RESOLVED that the work of the Mayor's exploration result in the development of policies, procedures, tactics, and practical guidance on the integration of compassion in programs to address the holistic wellness of communities especially as it relates to those most at-risk.

Order 253-13/14
~~Tab 11 6-2-14~~
Tab 17 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER
GRANTING MUNICIPAL OFFICER'S APPROVAL OF:

Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

City of Portland, Maine
Office of the City Clerk

License No. 5113 **Issue Date** June 3, 2014

To all Whom These Presents May Concern:

This is to certify that the Municipal Officers have granted a license to
PORTHOLE RESTAURANT & PUB LLC

Doing business as THE PORTHOLE RESTAURANT & PUB

at CLASS XI FSE RESTAURANT/LOUNGE

for CLASS XI FSE RESTAURANT/LOUNGE /

and at that place only on the following conditions:
ENTERTAINMENT WITH DANCE; OUTDOOR DINING ON PRIVATE PROPERTY. LICENSE ADMINISTRATIVELY RENEWED UNTIL 6/16/2014.

This license is granted subject to strict observance of all laws, ordinances and regulations enacted for the protection of the City of Portland so far as they may apply and is to continue in force until 06/16/2014 unless sooner revoked.

SIGILLUM CIVITATIS PORTLANDIÆ RESURGAM

Katherine L Jones

City Clerk

THIS LICENSE IS NOT TRANSFERABLE
PLEASE POST IN A CONSPICUOUS PLACE

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life · www.portlandmaine.gov

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Porthole Restaurant & Pub LLC
Attn: Ken Macgowan
20 Custom House Wharf
Portland, ME 04101

Re: Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

Dear Mr. Macgowan,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the renewal application for the Porthole Restaurant & Pub's Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5077009 Date 06/04/2014 Time 12:02 PM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property. Sponsored by Katherine L. Jones, City Clerk.

#5077009

Ad shown is not actual print size

City of Portland, Maine
Office of the City Clerk

License No. 5113 **Issue Date** May 13, 2014

To all Whom These Presents May Concern:

This is to certify that the Municipal Officers have granted a license to

PORTHOLE RESTAURANT & PUB LLC

Doing business as THE PORTHOLE RESTAURANT & PUB

at 20 CUSTOM HOUSE WHARF

for CLASS XI FSE,RESTAURANT/LOUNGE /

and at that place only on the following conditions:

ENTERTAINMENT WITH DANCE; OUTDOOR DINING ON PRIVATE PROPERTY. LICENSE ADMINISTRATIVELY RENEWED UNTIL 6/3/2014.

This license is granted subject to strict observance of all laws, ordinances and regulations enacted for the protection of the City of Portland so far as they may apply and is to continue in force until 06/03/2014 unless sooner revoked.

SIGILLUM CIVITATIS PORTLANDIÆ RESURGAM

Katherine L Jones

City Clerk

THIS LICENSE IS NOT TRANSFERABLE
PLEASE POST IN A CONSPICUOUS PLACE

DATE: _____
INSP: _____
FIRE: _____
PPD: _____
TAXES: _____

CITY OF PORTLAND
OFFICE OF THE CITY CLERK

389 Congress Street ~ Portland Maine 04101
207-874-8557 FAX 874-8612

EXP DATE: 05/12/2014
LICENSE FEES: $2,615.00
APP FEE: $25.00
TOTAL DUE: $2,640.00

CORPORATION/NON-PROFIT ORGANIZATION

CLASS XI FSE RESTAURANT/LOUNGE *OUTSIDE SEATING*
ENTERTAINMENT W/DANCE

Business Name: PORTHOLE RESTAURANT & PUB, THE

Business Address: 20 CUSTOM HOUSE Bus Tel: (207)773-4653

Mailing Address: 20 CUSTOM HOUSE WHARF
PORTLAND ME 04101

Owner PORTHOLE RESTAURANT & PUB LLC Bus. Tel: (207)831-0169 DOB: _____

Address: 18 CUSTOM HOUSE WHARF
PORTLAND ME 04101

Business Manager: BETH POITRAS Home Tel: 831-1324

Days and Hours of Operation: _____

DOES THE AWARD OF THIS LICENSE BENEFIT ANY CITY EMPLOYEE? YES ____ NO ____

Capacity or Number of Seats: ON PRIVATE PROPERTY Outdoor Seating? YES ____ NO ____

Landlord of Premises: _____

Landlord's Address: _____

Are you requesting an Entertainment License (including DJ) Yes ____ No ____

If yes, check all that apply: with Dance ____ without Dance ____ Amplified ____ Acoustic ____
Inside only ____ Inside and Outside ____ After hours (1am -3am) ____

If no, will recorded music be played Inside only ____ Inside and Outside ____

Explain: _____

Date opened: 04/12/2013

NUMBER OF: PINBALL MACHINES ____ **POOL TABLES** ____
AMUSEMENT DEVICES ____ **ADULT AMUSEMENT DEVICES** ____

DISTRIBUTOR: _____

Is any principal officer under the age of 18? Yes ____ No ____

Give a description of where the beverages are consumed and kept. _____

Does the owner or business manager have any convictions? Yes ____ No ____

* * * * * * * * * * **PLEASE ATTACH A DETAILED DRAWING OF THE FLOOR PLAN.** * * * * * * * * * *

If corporation please include a list of all principle officers, their date of birth and town of residence.

DATE: _____
INSP: _____
FIRE: _____
PPD: _____
TAXES: _____

CITY OF PORTLAND
OFFICE OF THE CITY CLERK

389 Congress Street ~ Portland Maine 04101
207-874-8557 FAX 874-8612

EXP DATE: 05/12/2014
LICENSE FEES: $2,615.00
APP FEE: $25.00
TOTAL DUE: $2,640.00

CORPORATION/NON-PROFIT ORGANIZATION

Exact Corporation Name: PORTHOLE RESTAURANT & PUB LLC

Date of Incorporation: _____

State in Which you are Incoporated: _____

LIST ALL PRINCIPAL OFFICERS:

NAME	TITLE	DOB	RESIDENCE
KEN MACGOWAN	PRESIDENT	56-09/10	FALMOUTH ME 04105
KATHRYN MACGOWAN	VICE PRESIDENT	59-04/22	FALMOUTH ME 04105
BETH POITRAS	MANAGER		PORTLAND ME 04101
PROP. OF CUSTOM HOUSE WHARF	OWNER OF PREMISES		PORTLAND ME 04101

DATE: _____
INSP: _____
FIRE: _____
PPD: _____
TAXES: _____

CITY OF PORTLAND
OFFICE OF THE CITY CLERK

389 Congress Street ~ Portland Maine 04101
207-874-8557 FAX 874-8612

EXP DATE: 05/12/2014
LICENSE FEES: $2,615.00
APP FEE: $25.00
TOTAL DUE: $2,640.00

CORPORATION/NON-PROFIT ORGANIZATION

I/WE HEREBY CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE TRUE. I/WE AGREE AND UNDERSTAND THAT ANY MISTATEMENTS OR OMISSIONS OF MATERIAL FACT HEREIN WILL RESULT IN REFUSAL OF LICENSE OR REVOCATION OF LICENSE IF ONE HAS ALREADY BEEN ISSUED. IN ADDITION, I/WE HEREBY AUTHORIZE THE RELEASE OF ANY CRIMINAL HISTORY RECORD INFORMATION TO THE CITY CLERK'S OFFICE OR LICENSING AUTHORITY. IT'S UNDERSTOOD THAT THIS INFORMATION SHALL BECOME PUBLIC RECORD, AND I/WE HEREBY WAIVE ANY RIGHTS OF PRIVACY WITH RESPECT THERETO.

SIGNATURE _____ DATE 5-13-14

City of Portland, Maine
Office of the City Clerk

License No. 5113

Issue Date 4/11/2014

ENTERTAINMENT W/DANCE

To all Whom These Presents May Concern:

This is to certify that the Municipal Officers have granted a license to

PORTHOLE RESTAURANT & PUB LLC

Doing business as THE PORTHOLE RESTAURANT & PUB

at 20 CUSTOM HOUSE

for CLASS XI FSE RESTAURANT/LOUNGE / ENTERTAINMENT W/DANCE

and at that place only on the following conditions:

ENTERTAINMENT WITH DANCE; OUTDOOR DINING ON PRIVATE PROPERTY; LICENSE ADMINISTRATIVELY RENEWED UNTIL 5/12/14. ALL CONDITIONS OF ATTACHED LETTER MUST BE MET BY THIS DATE OR LICENSE WILL NOT BE RENEWED.

This license is granted subject to strict observance of all laws, ordinances and regulations enacted for the protection of the City of Portland so far as they may apply and is to continue in force until 5/12/2014 unless sooner revoked.

RESURGAM. SIGILLUM CIVITATIS PORTLANDIÆ

Katherine L Jones

City Clerk

THIS LICENSE IS NOT TRANSFERABLE
PLEASE POST IN A CONSPICUOUS PLACE

DATE: _____
INSP: _____
FIRE: _____
PD: _____
TAXES: _____

CITY OF PORTLAND
OFFICE OF THE CITY CLERK

389 Congress Street ~ Portland Maine 04101
207-874-8557 FAX 874-8612

EXP DATE: 04/12/2014
LICENSE FEES: $2,615.00
APP FEE: $25.00
TOTAL DUE: $2,640.00

CORPORATION/NON-PROFIT ORGANIZATION

CLASS XI FSE RESTAURANT/LOUNGE $2130 *OUTSIDE SEATING*
ENTERTAINMENT W/DANCE $485

Business Name: PORTHOLE RESTAURANT & PUB, THE

Business Address: 20 CUSTOM HOUSE Bus Tel: (207)773-4653

Mailing Address: 20 CUSTOM HOUSE WHARF
PORTLAND ME 04101

Owner: PORTHOLE RESTAURANT & PUB LLC Bus. Tel: (207)831-0169 DOB: _____

Address: 18 CUSTOM HOUSE WHARF
PORTLAND ME 04101

Business Manager: BETH POITRAS Home Tel: 831-1324

Days and Hours of Operation: _____

DOES THE AWARD OF THIS LICENSE BENEFIT ANY CITY EMPLOYEE? YES ____ NO ____

Capacity or Number of Seats: ON PRIVATE PROPERTY Outdoor Seating? YES ____ NO ____

Landlord of Premises: _____

Landlord's Address: _____

Are you requesting an Entertainment License (including DJ) Yes ____ No ____

If yes, check all that apply: with Dance ____ without Dance ____ Amplified ____ Acoustic ____
Inside only ____ Inside and Outside ____ After hours (1am-3am) ____

If no, will recorded music be played: Inside only ____ Inside and Outside ____

Explain: _____

2014 MAR 27 PM 1:36 CITY CLERK

Date opened: 04/12/2013

NUMBER OF: PINBALL MACHINES ____ **POOL TABLES** ____
AMUSEMENT DEVICES ____ **ADULT AMUSEMENT DEVICES** ____

DISTRIBUTOR: _____

Is any principal officer under the age of 18? Yes ____ No ✓

Give a description of where the beverages are consumed and kept. _____

Does the owner or business manager have any convictions? Yes ____ No ✓

* * * * * * * * * * **PLEASE ATTACH A DETAILED DRAWING OF THE FLOOR PLAN.** * * * * * * * * * *

If corporation please include a list of all principle officers, their date of birth and town of residence.

DATE: _____
INSP: _____
FIRE: _____
PD: _____
TAXES: _____

CITY OF PORTLAND
OFFICE OF THE CITY CLERK

389 Congress Street ~ Portland Maine 04101
207-874-8557 FAX 874-8612

EXP DATE: 04/12/2014
LICENSE FEES: $2,615.00
APP FEE: $25.00
TOTAL DUE: $2,640.00

CORPORATION/NON-PROFIT ORGANIZATION

Exact Corporation Name: PORTHOLE RESTAURANT & PUB LLC

Date of Incorporation: _____

State in Which you are Incoporated: _____

LIST ALL PRINCIPAL OFFICERS:

NAME	TITLE	DOB	RESIDENCE
KEN MACGOWAN	PRESIDENT	56-09/10	FALMOUTH ME 04105
KATHRYN MACGOWAN	VICE PRESIDENT	59-04/22	FALMOUTH ME 04105
BETH POITRAS	MANAGER		PORTLAND ME 04101
PROP. OF CUSTOM HOUSE WHARF	OWNER OF PREMISES		PORTLAND ME 04101

DATE: _____
INSP: _____
FIRE: _____
PPD: _____
TAXES: _____

CITY OF PORTLAND
OFFICE OF THE CITY CLERK

389 Congress Street ~ Portland Maine 04101
207-874-8557 FAX 874-8612

EXP DATE: 04/12/2014
LICENSE FEES: $2,615.00
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TOTAL DUE: $2,640.00

CORPORATION/NON-PROFIT ORGANIZATION

I/WE HEREBY CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE TRUE. I/WE AGREE AND UNDERSTAND THAT ANY MISTATEMENTS OR OMISSIONS OF MATERIAL FACT HEREIN WILL RESULT IN REFUSAL OF LICENSE OR REVOCATION OF LICENSE IF ONE HAS ALREADY BEEN ISSUED. IN ADDITION, I/WE HEREBY AUTHORIZE THE RELEASE OF ANY CRIMINAL HISTORY RECORD INFORMATION TO THE CITY CLERK'S OFFICE OR LICENSING AUTHORITY. IT'S UNDERSTOOD THAT THIS INFORMATION SHALL BECOME PUBLIC RECORD, AND I/WE HEREBY WAIVE ANY RIGHTS OF PRIVACY WITH RESPECT THERETO.

SIGNATURE _____ DATE 3-12-14

Department of Public Safety

Division

Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY
License No. Assigned:
Class:
Deposit Date:
Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ف MALT ف SPIRITUOUS ف VINOUS

INDICATE TYPE OF LICENSE:

- ف RESTAURANT (Class I,II,III,IV)
- ف HOTEL-OPTIONAL FOOD (Class I-A)
- ف CLASS A LOUNGE (Class X)
- ف CLUB (Class V)
- ف TAVERN (Class IV)
- ف RESTAURANT/LOUNGE (Class XI)
- ف HOTEL (Class I,II,III,IV)
- ف CLUB-ON PREMISE CATERING (Class I)
- ف GOLF CLUB (Class I,II,III,IV)
- ف OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) Porthole Restaurant & Pub LLC **DOB:**	**2. Business Name (D/B/A)** Porthole Restaurant & Pub
DOB:	
DOB:	**Location (Street Address)** 20 Custom House Wharf
Address 20 Custom House Wharf	**City/Town** Portland **State** ME **Zip Code** 04101
	Mailing Address 18 Custom House Wharf
City/Town Portland **State** ME **Zip Code** 04101	**City/Town** Portland **State** ME **Zip Code** 04101
Telephone Number 207.831.0169 **Fax Number** 207.253.5111	**Business Telephone Number** 207.773.4653 **Fax Number** 207.253.5111
Federal I.D. # 46.183 5331	**Seller Certificate #** 1161158

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS $ _____ FOOD $ 642,000 LIQUOR $ 361,000
5. Is applicant a corporation, limited liability company or limited partnership? YES ✓ NO ف

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ✓ NO ف
7. If manager is to be employed, give name: Beth Portras
8. If business is NEW or under new ownership, indicate starting date: _____

   Requested inspection date: _____ Business hours: _____
9. Business records are located at: 18 Custom House Wharf
10. Is/are applicants(s) citizens of the United States? YES ✓ NO ف

STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. **Exact Corporate Name:** Porthole Restaraunt + Pub LLC
   Business D/B/A Name: The Porthole Restaraunt & Pub
2. **Date of Incorporation:** [redacted] 12-28-13
3. **State in which you are incorporated:** Maine
4. **If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:** _____
5. **List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:**

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
Kenneth Macgowan	172 Middle Road	9/10/56	50	President
Kathryn Macgowan	3087 Carnoustie Drive Falmouth ME	04/22/59	50	Vice President

6. **What is the amount of authorized stock?** 100 **Outstanding Stock?** 0
7. **Is any principal officer of the corporation a law enforcement official?** ( ) YES (✓) NO
8. **Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States?** ( ) YES (✓) NO.
9. **If yes, please complete the following: Name:** _____

Date of Conviction: _____ Offense: _____

Location: _____ Disposition: _____

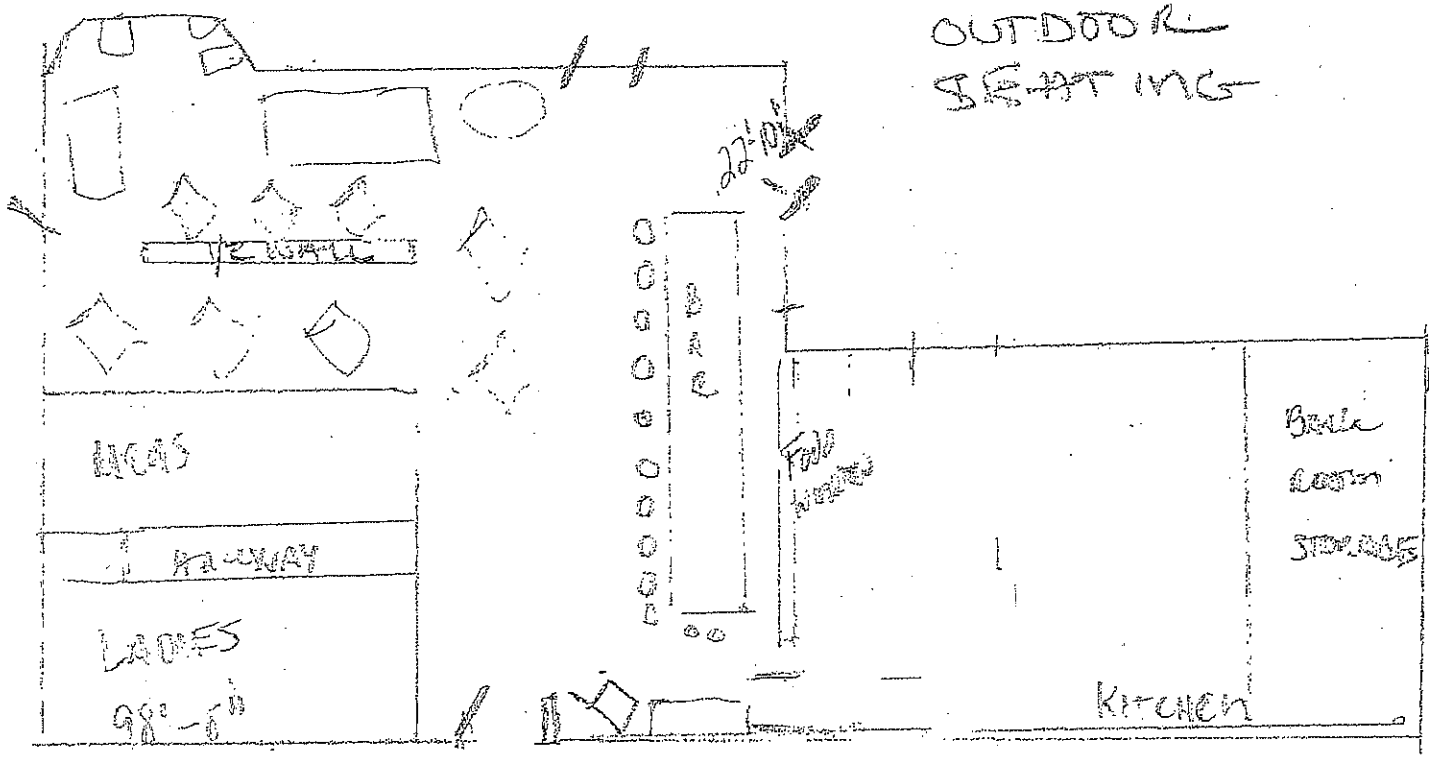
Dated at: Portland **City/Town** **On:** _____ **Date**

[signature] **Date:** 3-12-14
Signature of Duly Authorized Officer

Kenneth N Macgowan
Print Name of Duly Authorized Officer

CASABLANCA : CASCO BAY

DECK



CUSTOM WHARF

PENTHOUSE RESTAURANT

PREMISE DIAGRAM

Business Licensing - PORTHOLE RESTAURANT & PUB, THE Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 2/22/2014 4:42 PM
Subject: PORTHOLE RESTAURANT & PUB, THE Business License Approval

PORTHOLE RESTAURANT & PUB, THE is Approved for their Business License Inspection by the Police Dept.

Date: 2/22/2014

Zone:
Comments: Liquor license.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

Portland, Maine — Yes. Life's good here.

Planning & Urban Development Department

MEMORANDUM

TO: Tammy Munson, Division Director

FROM: Jonathan Rioux, Deputy Director of Inspection

DATE: 05/29/2014

SUBJECT: 86 Commercial St., CBL 030 A001001- Stop_Work_Order

Date Range from 11/18/2013 through 5/29/2014

11/18/2013 Complaint and Inspection for building without a permit & structure issue
- Stop Work Order Issued, Certified Letter 70101870000281366134 sent and received.

04/04/2014 Follow-up on stop work order issued 11/18/13; Owner walkthrough with Fire Prevention.

04/11/2014 Met with Owner and served City Clerk Letter dated 04/11/2014.
- No Action from Owner

04/15/2014 Follow-up on land-use violations (Stop-Work-Order); scheduled for 10AM.
- Met with Owner on site

05/02/2014 Phone Call: Contacted Owner for status update and offered a plan review meeting

05/06/2014 Plan Review Meeting requested by Jonathan Rioux and held to streamline the permitting process.
- No building permit on file or new documentation provided to the City

05/14/2014 Second Notice of Violation Sent to Owner, See Letter dated 05/14/2014

05/14/2014 Phone Call(s): Spoke with Owner to memorialize letter, he acknowledged receipt.

05/20/2014 Phone Call: Contacted Owner for status of the required building permit application
- No building permit on file

05/29/2014: Phone Call: Spoke with Ryan Kanteras, AIA he asked what minimal info. was a priority and stated he would be able to submit the permit by the days-end

City of Portland
Inspection Services
RETURN OF SERVICE

On the 11th day of **April, 2014,** I made service of **Ken McGowan**

at **389 Congress St. Rm 203**

____By delivering a copy in hand

____By leaving copies at the individual's dwelling house or usual place of abode with a person of a suitable age or discretion who resides therein and whose is named_____.

____By delivering a copy to an agent authorized to receive service of process, and whose name is_____.

____By (describe other manner of service)_____

DATED 04/11/14

Signature of Person Making Service

Deputy Director of Inspections
Title

I have received the above referenced documents

Person Receiving Service

____Refused to Sign
____Unable to Sign

Portland, Maine — Yes. Life's good here.

Planning & Urban Development Department

May 14, 2014

Porthole Restaurant & Pub LLC
Attn: Ken MacGowan
20 Custom House Wharf
Portland, ME 04101

Hand Delivered

CBL: 030 A001001
Re: Second Notice of Violation (Stop Work Order)
Located At: 86 Commercial St.

Dear Mr. MacGowan:

On April 15, 2014 an evaluation of 86 Commercial St. revealed that building (including electrical and plumbing) work was being conducted without benefit of a valid building permit and in violation of a Stop Work Order for un-permitted work on 11/18/2013. As a result, your property is in violation of 105.1 of the IBC, 2009 (MUBEC), and Section 6-21 of the City of Portland Building and Building Regulations.

This notice shall also serve is a Stop Work Order pursuant to § 115 of the 2009 IBC (MUBEC) (incorporated by the Portland City Code), and so all construction activity at your property must stop immediately. You may resume construction activity only after the following building conditions are met:

1. Immediately submit an after-the-fact building permit application for any construction, and or alterations including but not limited to: the kitchen area near Boones, the bar area adjoining the kitchen, the stairwell area abutting Boones, and the wall opening(s) to the kitchen;
2. Electronic media documents are required for submittal; the construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of City Building Code (available at: http://www.portlandmaine.gov/planning/applicantsubmittalelectronicplanreview.pdf);
3. All building permit construction documents also shall be prepared by a Design Professional and bear their seal;
4. Pay a $75.00 assessed fee;
5. Immediately submit an after-the-fact plumbing permit for all work that was conducted without benefit of a plumbing permit;

6. Complete work permitted under electrical permit # 2014-00676 by May 23, 2014; and
7. A re-inspection is scheduled for May 23, 2014 at which time compliance with all of the above terms is required.

Please note that the aforementioned building violations were similar to previous notices sent to the Proprietors of Custom House. In fact, City staff met with you on April 11, 2014 (See City Clerk letter dated 04/11/2014), and held a plan review meeting on May 6th, 2014 to help streamline the permitting process.

In addition, based on the above inspection, the following Fire Department conditions that must also be met:

1. Apply for a Building Permit which will need to include an NFPA 101 Code (adopted pursuant to City Code Chapter 10) analysis and life safety/key plan created by a registered design professional. More specifically, your design professional will need to address the following NFPA 1 and 101 (adopted pursuant to City Code Chapter 10) requirements:

    a. The need for a supervised automatic sprinkler system if live entertainment is proposed to occur an assembly occupancy;
    b. Proper fire separation between other occupancies and use groups;
    c. Means of egress on the second floor; and
    d. Any separation issues that are present as a result of vertical openings between the first and second floors.

2. Provide a copy of the State Fire Marshal Office (SFMO) Construction Permit.

Failure to comply with the conditions listed above by May 23, 2014 will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in § 1-15 of the Code and in Title 30-A of M.R.S.A. § 4452. This constitutes an appealable decision pursuant to § 6-127 of the City of Portland Building Code.

Sincerely,

Jonathan Rioux,
Deputy Director of Inspections

cc: Sheila Hill-Christian, Deputy City Manager
Katherine Jones, City Clerk
Trish McAllister, Neighborhood Prosecutor
Chris Pirone, Captain/ Fire Prevention Officer

Portland, Maine | Yes. Life's good here.

Planning & Urban Development Department

Director of Planning and Urban Development
Jeff Levine

Inspection Services, Director
Tammy M. Munson

PROPRIETORS OF CUSTOM HOUSE
5 EASTERN PROMENADE
PORTLAND, ME 04101

CBL: 030 A001001
Located at: 86 COMMERCIAL ST

Certified Mail 70101870000281366134

Dear PROPRIETORS OF CUSTOM HOUSE,

STOP WORK ORDER

An evaluation of the above-referenced property on 11/18/2013 revealed that building construction was being conducted without benefit of a valid building permit as required by Section 105.1 of the 2003 International Building Code and the 2003 International Residential Code of the City of Portland.

Appropriate permitting has not been issued for the property listed above, therefore all construction activity at that property must STOP immediately. This is a STOP WORK ORDER pursuant to Section 114. of 2003 International Building Code and the 2003 International Residential Code of the City of Portland.

You may resume construction activity only after issuance of the appropriate building permit and the subsequent lifting of this order. Building Permit Applications are available in this office, Room 315 at Portland City Hall, from 8:00 a.m. to 4:00 p.m. weekdays except holidays.

Failure to comply will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in Section 1-15 of the Code and in Title 30-A of M.R.S.A. Section 4452. This constitutes an appealable decision pursuant to Section112 of the City of Portland Building Code.

If you wish to discuss this matter, or you have any questions, please feel free to contact me.

Sincerely,

George Froehlich

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life · www.portlandmaine.gov

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

May 20, 2014

Porthole Restaurant & Pub LLC
Attn: Ken Macgowan
20 Custom House Wharf
Portland, ME 04101

Re: Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

Dear Mr. Macgowan,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 2nd at 7:00 p.m.** for the review of the renewal application for the Porthole Restaurant & Pub's Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5065754 Date 05/19/2014 Time 11:08 AM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 2nd at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property. Sponsored by Katherine L. Jones, City Clerk.

#5065754

Ad shown is not actual print size

Portland, Maine Yes. Life's good here.

Office of the City Clerk
Katherine L. Jones, CCM, City Clerk

May 20, 2014

RE: NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Monday, June 2, 2014 at 7:00 P.M. in City Council Chambers, 389 Congress Street, on the application of Porthole Restaurant & Pub LLC d/b/a The Porthole Restaurant & Pub at 20 Custom House Wharf.

The owner of The Porthole Restaurant & Pub is requesting renewal of a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

Public comment will be taken at this meeting.

If you have any questions, please call (207) 874-8557.

Janice Gardner
Business License Administrator
bl@portlandmaine.gov

City of Portland, Maine
Office of the City Clerk

License No. 5113 Issue Date June 3, 2014

To all Whom These Presents May Concern:

This is to certify that the Municipal Officers have granted a license to
PORTHOLE RESTAURANT & PUB LLC

Doing business as THE PORTHOLE RESTAURANT & PUB

at CLASS XI FSE RESTAURANT/LOUNGE

for CLASS XI FSE RESTAURANT/LOUNGE /

and at that place only on the following conditions:

ENTERTAINMENT WITH DANCE; OUTDOOR DINING ON PRIVATE PROPERTY. LICENSE ADMINISTRATIVELY RENEWED UNTIL 6/16/2014.

This license is granted subject to strict observance of all laws, ordinances and regulations enacted for the protection of the City of Portland so far as they may apply and is to continue in force until 06/16/2014 unless sooner revoked.

SIGILLUM CIVITATIS PORTLANDIÆ RESURGAM

Katherine L Jones

City Clerk

THIS LICENSE IS NOT TRANSFERABLE
PLEASE POST IN A CONSPICUOUS PLACE

PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Office of the City Clerk
Katherine L. Jones, CCM
City Clerk

Carolyn M. Dorr
Deputy City Clerk

June 4, 2014

Porthole Restaurant & Pub LLC
Attn: Ken Macgowan
20 Custom House Wharf
Portland, ME 04101

Re: Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

Dear Mr. Macgowan,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, June 16th at 7:00 p.m.** for the review of the renewal application for the Porthole Restaurant & Pub's Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property. 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 issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator

Ad ID 5077009 Date 06/04/2014 Time 12:02 PM

PUBLIC NOTICE

Notice of
Public Hearing
City of Portland

A Public Hearing will be held on June 16th at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Porthole Restaurant & Pub LLC at 20 Custom House Wharf. Renewal application for a Class XI Restaurant/Lounge License with Entertainment with Dance and Outdoor Dining on Private Property. Sponsored by Katherine L. Jones, City Clerk.

#5077009

Ad shown is not actual print size

Order 255-13/14
~~Feb 16 6-2-14~~
Tab 18 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L).

ORDER DESIGNATING 134 WASHINGTON AVENUE AFFORDABLE HOUSING DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING (TIF) DISTRICT AND ADOPTING DEVELOPMENT PROGRAM FOR THE DISTRICT

WHEREAS, the City of Portland is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Avesta Housing intends to construct certain improvements within the 134 Washington Avenue Affordable Housing Development Tax Increment Financing ("TIF") District, including 18 units of affordable housing; and

WHEREAS, the City of Portland will utilize 50% of the tax revenues generated in the District in its General Fund; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 134 Washington Avenue Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 134 Washington Avenue Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 134 Washington

Avenue Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "134 Washington Avenue Affordable Housing Development District" as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled "134 Washington Avenue Affordable Housing Development District" as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the "134 Washington Avenue Affordable Housing Development District" and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and

the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City's Planning and Urban Development Director is authorized to submit annual reports on the status of the "134 Washington Avenue Affordable Housing Development District" on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver, a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

MEMORANDUM
City Council Agenda Item

TO: Members of the Portland City Council

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: May 16, 2014

DISTRIBUTION: (City Manager, Mayor, Corporation Counsel, Sonia Bean, Nancy English)

SUBJECT: **(1) Order Designating 134 Washington Avenue Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District**

(2) Order Approving Credit Enhancement Agreement with Avesta Washington Ave. LP

SPONSOR: Kevin Donoghue, Chair
Housing and Community Development Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading June 2 Final Action June 16

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

Due to public notice requirements, the City Council meeting for public hearing and vote has been advertised for June 16, 2014.

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

Mary Davis, Housing and Community Development Division Director will be available to provide information as requested.

I. SUMMARY OF ISSUE (Agenda Description)

134 Washington Avenue Affordable Housing TIF (AHTIF) Development District is being proposed for property located on the corner of Washington Avenue and Fox Street. The development consists of 18 affordable units.

The proposal is for a 20 year TIF with 50% of the total projected new taxes captured, estimated at $8,524, as a reimbursement to the Developer through a CEA. The Developer's share of TIF revenue will be used to pay operating costs for the project.

The remaining TIF revenues will be allocated to the City's General Fund.

At its meeting on May 14, 2014, the Housing and Committee Development Committee voted 3-0 to recommend this AHTIF request to the City Council for approval.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The City Council must: (1) authorize the creation of the AHTIF District; and
(2) approve the Credit Enhancement Agreement

III. INTENDED RESULT

The intended result from the establishment of this AHTIF District is the creation of 18 units of rental housing, 10 of which will be available to households at or below 40% of the area median income and the remaining 8 units will be available to households at or below 50% of the area median income.

IV. COUNCIL GOAL ADDRESSED

Promote Housing Availability - Provide increased availability in all segments of the housing market while insuring that there is a suitable balance housing opportunities among those sectors.

Prevent and End Homelessness – Prevent and end homelessness in the City of Portland by continuing to implement the recommendations of the Homelessness Task Force.

V. FINANCIAL IMPACT

When completed, this project's new assessed value is estimated at $1 Million, which will yield approximately $844,400 in increased annual property assessed value over the course of the 20-year TIF District. 50% of the increased taxes will be captured and returned to the Developer through a Credit Enhancement Agreement. The remaining revenue will be returned to the City's General Fund.

Here is an overview of the TIF proposal related to the share of future estimated property taxes.

	Dev. Share	**City General Fund Share**
Years 1-20	**$207,116 or 50%**	**$207,116**

The Avesta Housing 134 Washington Avenue project consists of 18 units of rental housing. Ten (10) units will be affordable to households earning at or below 40% of the area median income. The remaining eight (8) units will be available to households earning at or below 50% of the area median income. Total development costs are estimated at $3,021,686. At full build-out, the development is projected to have a total increased assessed valuation of approximately $844,400

and will pay approximately $17,048 annually in increased property taxes, or $414,232 over the life of the district.

In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of $3,787+, or $75,742+ over the life of the district.

VI. STAFF ANALYSIS

Public Benefits In reviewing this TIF request, staff notes the public benefit associated with the TIF District of an additional 18 units of mixed income housing all of which will be available to households at or below 50% of the area median income.

VII. RECOMMENDATION

Staff recommends approval of this request and asks that the City Manager be authorized to sign and submit the documents, in substantially the form as enclosed, to MaineHousing for approval.

It is requested that the City Council set the Public Hearing for the 134 Washington Avenue AHTIF District and approval of the Credit Enhancement Agreement for the City Council meeting on June 16, 2014 at 7:00 p.m.

VIII. LIST ATTACHMENTS

Maine State Housing Authority's Affordable Housing TIF Application
134 Cumberland Affordable Housing Tax Increment Financing Development Program
Credit Enhancement Agreement.

Prepared by:

Mary P. Davis, Director
Housing and Community Development Division

May 16, 2014
Date

APPLICATION
Affordable Housing Tax Increment Financing

All applications to MaineHousing for approval of an affordable housing development district and associated development program must use this form.

Before submitting the form the Applicant's municipal legislative body must approve the substantive contents of the form and its attachments.

Section 1 - Applicant Information

1-1. **Applicant:** City of Portland, Maine

1-2. **Application submittal date:** June , 2014

1-3. **Municipal official submitting this application:**

Mark H. Rees
Printed name

Signature **Date**

The person signing above attests that the information contained in this application is true and correct to the best of his or her knowledge.

Title	**City Manager**
Mailing address	**389 Congress Street**
Phone number	**(207) 874-8689**
Email address	**MHR@portlandmaine.gov**

1-4. **Name of Affordable Housing Development District and Development Program:**

134 Washington Avenue

1-5. **Date of public notice:** June 2, 2014 *(Notice must be published at least 10 days prior to the public hearing. The actual newspaper page containing the notice and showing the newspaper name and date must be provided as Attachment 1.)*

1-6. **Date of public hearing:** June 16, 2014 *(A copy of the meeting record must be provided as Attachment 2.)*

1-7. **Municipal official with authority to submit annual reports on the status of the Affordable Housing Development District on behalf of the municipal legislative body:**

Name	**Jeff Levine**
Title	**Director, Planning and Urban Development Department**
Phone number	**(207) 874-8430**
Email address	**jlevine@portlandmaine.gov**

1-8. **Did the municipal legislative body:**

a. **Specifically consider and approve the substantive contents of this form and attachments, after the required 10 day public notice and public hearing? (yes or no)** yes

b. **Consider comments received at the public hearing? (yes or no)** yes *(If an interested party claimed that the district or development program will be detrimental to that party's existing property interests, the legislative body must consider the evidence presented and whether any adverse economic effect is outweighed by the availability of affordable housing or health, welfare or safety improvements for the municipality's residents.)*

c. **Consider whether the district and development program will expand affordable housing opportunities or improve the health, welfare or safety of municipal residents? (yes or no)** Yes *(The municipal legislative body must take these factors into account.)*

1-9. **Date of municipal approval:** June 16, 2014 **(A copy of the municipal resolution or order and vote must be included as Attachment 3.)**

Section 2 - Affordable Housing Development District Characteristics

2-1. **General description of District** *(such as existing residential and nonresidential land uses, adjacent streets, etc. A municipal map or photo showing District boundaries must be included as Attachment 4.)*

The district is a 0.23 acre site on Washington Avenue, near the Fox Street intersection to the south. It falls within the Community Business District (B-2b zone) and abuts the Residential Zone (R-6) to the rear. The neighborhood includes residential and non-residential uses. The development will consist of a four-story building with 18 efficiency apartment units, ground floor common areas and office space, and two on-site parking spaces and open space.

2-2. Tax map and lot number (and block no. if applicable): CBL 012 E006001 ***(A tax map with district boundaries shown must be provided as Attachment 5.)***

2-3. **Acreage of the District:** 0.23

2-4. **District duration:** 20 *(Up to 30 full tax years maximum beginning on the April 1 following the date of MaineHousing approval.)*

2-5. **Municipal fiscal years during which tax increment will be used for approved project costs:**

First fiscal year start date: 2015
Last fiscal year end date: 2034

2-6. **Original assessed value (OAV) and OAV date:** $155,500 as of March 31, 2014. *(The OAV date must be the March 31 immediately preceding MaineHousing approval. A certified letter from the tax assessor with OAV and OAV date must be provided as Attachment 6. Please note that the OAV is based on the taxable value of the property in the district, so the OAV of a tax exempt property is zero.)*

2-7. **Zoning of District land and allowed uses:** *(Please provide a description of any contract zone, if applicable.)*

Multifamily housing as proposed by the applicant is a permitted use in the B-2b zone.

2-8. **Description showing that at least 25% of District area is suitable for residential use; blighted; or in need of rehabilitation/redevelopment:**

Currently the site contains a single-family home and garage. The neighborhood surrounding the site includes residential and on-residential uses. Non-residential uses include commercial and retail space. The proposed redevelopment of the site will be 100% residential with the creation of 18 units rental housing all of which will be rented to households at or below 50% of the area median income.

2-9. **District area as a percentage of total municipal acreage:** *District acreage divided by total municipal acreage = .00186% (Cannot exceed 2%)*

2-10. **Total area of all development districts as a percentage of total municipal acreage:** *Existing and proposed affordable housing + municipal development district acreage divided by total municipal acreage = 1.56% (Cannot exceed 5%)*

2-11. **OAV of all affordable housing development districts as a percentage of all taxable property value:** *Aggregate OAV of existing and proposed affordable housing development districts divided by aggregate taxable property value at April 1 preceding MaineHousing approval date = 1.68% (Cannot exceed 5%)*

Section 3 - Affordable Housing Development Program

Development Characteristics

3-1. **General description of the intended development:** *(Overall character of uses in the District must be primarily residential, i.e., housing and related uses such as child care, recreational and small-scale commercial facilities serving District residents.)*

The development is entirely residential and will consist of 18 efficiency units. 10 of the units will be made available to households at or below 40% of area median income and the other 8 units will be made available to households at or below 50% of area median income. A

limited amount of services may be made available solely to residents, in the offices on the ground floor.

3-2. **Number and type of housing units to be developed within the District:**

	Market rate units		Affordable units		
	Number of units	Unit size (# of BR)	Number of units	Unit size (# of BR)	Income Limit(s) (% of AMI)
New rental units			10 8	0 0	40 50
Rehabilitated rental units					
New homes, including condos					
Rehabilitated homes, including condos					
Total units within the District:			18		

3-3. **Affordable housing units as a percentage of total housing units within the District:** 100% *(Minimum of 33%.)*

3-4. **Schedule for development:**

Planning Board approval by mid-June 2014
Bid period by end of July 2014
Close on construction financing and begin construction by end of September 2014
10-month construction schedule with a July 2015 completion date
Start lease-up in August 2015

3-5. **Length of affordability period(s):** *(Minimum of 10 years for owner-occupied homes and condos and 30 years for rental units).* 30

3-6. **Mechanism(s) for ensuring ongoing affordability:** *(Copies of covenants or restrictions for ensuring affordability to households at or below 120% of area median income must be provided as Attachment 7.)*

Declaration of Covenants and Restrictions requiring that at least 56% or 10 of the 18 housing units be for households earning no more that 40% of the area median income and the remaining 44% or 8 of the 18 housing units be for households earning no more than 50% of the area median income.

3-7. **Name of affordable housing developer:** Developer is Berry Park Housing Corporation. Owner is Avesta Washington Ave LP

3-8. **Description of how the housing and facilities to be funded with tax increment revenues will be operated, including responsible entity and funding:**

TIF revenue will be used by the developer as an operating cost subsidy and property will be operated and managed by Avesta Housing Management Corporation.

Related Requirements

3-9. **Description of local affordable housing need and how proposed Development Program meets the need:**

The proposed development is consistent with the Housing Component of the City of Portland's Comprehensive Plan in that it helps to meet the goal of ensuring that "an adequate supply of housing is available to meet the needs, preferences and financial capabilities of all Portland households, now and in the future." This project will provide 18 units of affordable housing. A market study completed by The Signal Group indicates a demand for 18,589 rental units in 2013 with an estimated 17,585 available rental units. More than 55% of the current rental housing stock is now 70 years old.

3-10. **Date of comprehensive plan final adoption** November 2005 **, whether the proposed development is consistent with the plan (yes or no)** Yes**, and whether the Development Program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A), (yes or no):** Yes

3-11. **Potential conflict with municipal charter (yes or no):** No

3-12. **Description of plan for relocation of persons displaced by development activities (or statement that no relocation is necessary):**

Not applicable. Property to be developed is vacant and has been since May 2013

3-13. **Description of environmental controls to be applied (or statement of commitment to appropriate environmental controls, such as permitting and licensing, adherence to laws and regulatory conditions, and use of qualified contractors):**

An environmental site assessment addressed environmental issues on the site and to the extent required provided necessary recommendations for environmental controls. The development is required to meet all necessary City regulatory approvals in order to proceed. On March 13, 2014, the U.S. Department of Housing and Urban Development issued a Notice of Removal of Environmental Grant Conditions for the project.

LEGAL ADVERTISEMENT
THE CITY OF PORTLAND
134 WASHINGTON AVENUE AFFORDABLE HOUSING DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING DISTRICT
PUBLIC NOTICE

Notice is hereby given that the City of Portland will hold a public hearing on June 16, 2014 at 7:00 p.m. at the City Council Chambers, Portland, Maine, for purposes of receiving public comments on the designation of its proposed 134 Washington Avenue Affordable Housing Tax Increment Financing District and the adoption of an Affordable Housing Development Program for said Affordable Housing Development District pursuant to the provisions of M.R.S.A., 30-A §5245 et. seq.

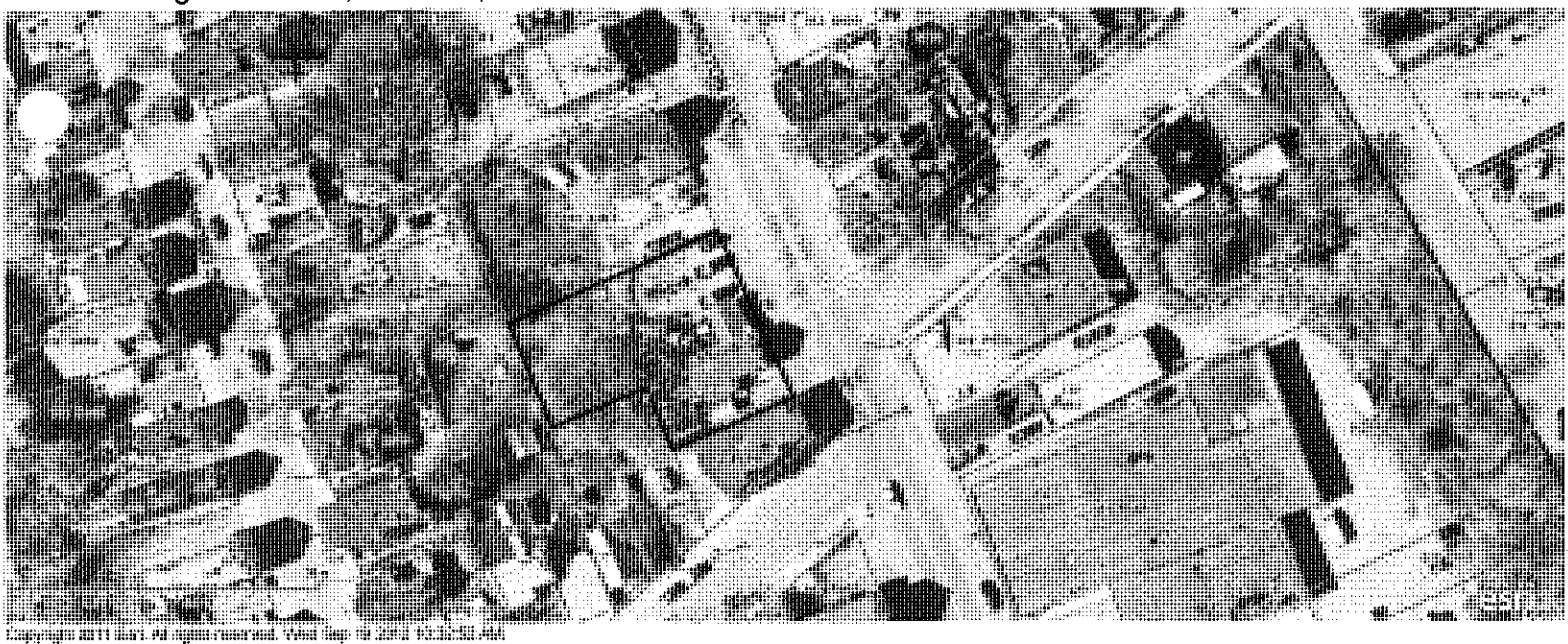
The proposed municipal affordable housing development district consists of .23 acres near the corner of Washington Avenue and Fox Street in Portland.

A copy of the proposed Development Program for the District is on file with the City Clerk and may be reviewed at the office of the City Clerk during normal business hours.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

My Map

134 Washington Avenue, Portland, ME



Copyright 2011 Esri. All rights reserved. Wed Sep 19 2012 10:32:50 AM

April 1 2012 fy 2013 Tax Map Index: http://www.portlandassessors.com/taxmaps.htm Index Number - H10SW

CITY OF PORTLAND
CERTIFICATE OF ASSESSOR

The undersigned assessor of the City of Portland, Maine, does hereby certify pursuant to the provisions of Title 30-A M.R.S.A. Section 5250-A that the Original Assessed Value of the taxable property within the boundaries of the 134 Washington Avenue Affordable Housing Development District, as described in the Development Program for the District, was $155,600 as of March 31, 2014 (which was the March 31st of the tax year preceding the year in which the District was designated).

IN WITNESS WHEREOF this Certificate has been executed as of this 15th day of May, 2014.

Municipal Assessor

Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the City of Portland, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and Avesta Washington Ave. LP ("Developer") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101.

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing a loan from HUD HOME funds in City's Housing and Community Development Budget to the Developer (the "Loan") for the construction and development of a total of eighteen (18) units of affordable rental housing located at 134 Washington Avenue (the "Development"); and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the Loan to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. The covenants and restrictions of the Developer set forth herein are intended to be and shall be considered covenants which run with the real estate described in Exhibit A attached hereto and shall bind all subsequent owners of the real estate described in Exhibit A attached hereto, except to the extent provided herein.

2. The covenants of the Developer set forth herein are enforceable by City as a contract beneficiary whether or not the Developer is or remains indebted to City under the Loan, except to the extent provided herein.

3. The covenants of the Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by the Developer, foreclosure or transfer of title in lieu of foreclosure, or the repayment of the loan, except to the extent provided herein, but shall cease to apply to the Development in the event of involuntary noncompliance caused by fire or other substantial destruction, seizure, requisition or other event that prevents City from enforcing the Developer's covenants contained herein, provided that the Loan is repaid within a reasonable period of time after such involuntary noncompliance.

4. The term "Qualified Project Period" as used herein shall mean the period beginning on the date of completion of the construction of the Development, as determined by City, and terminating on a date ninety (90) calendar years thereafter, except for the shorter period provided in subsection (f) below, for a portion of the Development.

5. The Developer agrees to comply with this Declaration throughout the Qualified Project Period.

6. The Developer hereby covenants and represents to City as follows:

a. The Development shall be located on the real estate described in Exhibit A attached hereto and shall consist of the facilities described in Developer's application to City.

b. The Development shall consist of the land described in Exhibit A together with a building or a portion of a building or structure or several proximate and interrelated buildings or structures and facilities functionally related and subordinated thereto:

i. each containing one or more similarly constructed units and facilities which are functionally related and subordinate to such units; and

ii. all of the eighteen residential units of which will, on a continuous basis, be rented or available on a non-transient basis for rental to members of the general public.

c. The total housing costs including rent and utilities of tenants occupying the rent restricted units in Development as of the date of this Declaration may not increase for twelve months beginning on the date of this Declaration.

d. The Developer shall maintain all of the units included in the Development rented or available for rental on a continuous basis to members of the general public throughout the Qualified Project Period.

e. The Developer acknowledges and represents to City that the Development consists of eighteen (18) residential rental units. Throughout the Qualified

Project Period, the eighteen (18) residential units in the Development must be occupied by individuals or families with the following income requirements:

10 efficiency units occupied by households at or below 40% of area median income
8 efficiency units occupied by households at or below 50% of area median income

Four (4) units in the project will be High HOME Assisted Units. These four units will be floating units. The rents for these units may not exceed limits as required by the HOME program 24 CFR 92.252. In its operation of the Project, Grantor agrees to comply with all applicable federal, state and local laws and regulations.

i. Income and area median income shall be as determined by the United States Department of Housing and Urban Development and income limits shall be adjusted for family size.

ii. Units occupied by a tenant receiving assistance under Section 8 Existing Housing Assistance Payments Program are deemed to and shall be treated as units occupied by individuals or families whose income is at or below sixty percent (60%) of area median income.

iii. At least annually, City shall determine whether the income, based on the current income, of the tenants residing in the Development exceeds the applicable income limits as described in this Section 6 (the "Determination"). The Developer shall furnish to City such information as City shall require, including certification of occupancy and tenant income, in order to assure that the covenants set forth herein are being fully satisfied. Income certifications and related information submitted to and accepted by Maine State Housing Authority shall be acceptable to the City for purposes of this subsection.

iv. A unit occupied by a tenant who, at the commencement of occupancy, met the applicable income limitations shall continue to be treated as occupied by a qualified tenant even though the tenant's income may exceed eighty percent (80%) of the area median income, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next Determination , any residential unit of comparable or smaller size is occupied by a new resident whose income does not exceed the applicable income limit.

v. After initial occupancy but upon again becoming vacant, a unit shall be treated as occupied by an individual or family meeting the applicable income limitations until occupied, at which time the character of the unit shall be redetermined in light of the new

occupants income, other than occupancy by another tenant for a temporary period not to exceed thirty-one (31) days.

f. For the Qualified Project Period, the Low Income Units must be rent-restricted. A Low Income Unit is rent-restricted if the gross monthly rent does not exceed the rents for the appropriate unit size and geographic area published for the HOME Investment Partnership Program, or successor program, by the United States Department of Housing and Urban Development. Gross monthly shall include any payment under Section 8 of the United States Housing Act of 1937 and utility allowance, where applicable, determined taking into account such determinations under Section 8 of the United States Housing Act of 1937. Once the income of a tenant occupying a Low Income Unit exceeds eighty percent (80%) of the area median gross income, adjusted for family size, the tenant shall be required to pay rent in (i) an amount not less than thirty percent (30%) of their adjusted gross monthly income, certified annually, or (ii) an amount equal to the area market rental rate for a comparable unit, which ever may be less. Throughout the Qualified Project Period, the actual rent charges for Low Income Units are subject to City's approval which must be obtained prior to any assessment or increase.

g. Developer shall not make any change in the nature, size, number or location of the units in the Development or the amount of commercial or non-residential space.

7. Developer agrees to furnish to City such information as City may require in form acceptable to City, including without limitation certifications and/or verification of occupancy and tenant income certifications (subject to Section 6(e)(iii) above), to determine Developer's compliance with the covenants set forth herein.

8. Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 6 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.

9. Developer shall use tenant lease forms acceptable to City, or, if there are no written leases, written and signed certifications by tenants to determine whether tenants meet the applicable income limits. Such leases or certifications shall contain clauses wherein each tenant certifies as to the accuracy of statements made relating to income and agrees that family income

and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, that the tenant will comply with all requests for information with respect thereto from the Developer or City, and that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of the tenancy. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

10. Developer agrees that it shall pay real estate taxes, as assessed by City, on Development. In the event that ownership of the Development or a portion thereof becomes tax exempt, either by transfer, conversion or otherwise, an amount shall be paid annually to City, equal to the amount that would have been assessed as real estate taxes had the Development or a portion thereof remained taxable. Developer shall notify any party to whom it transfers any of its interest in the Development of this requirement.

11. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. The Developer shall immediately notify City if the Developer anticipates that occupancy may fall below the limits set forth in Section 6(e) of this Declaration and agrees to take such action as City deems necessary to prevent non-compliance with such paragraph.

12. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, City shall be able to exercise any of its rights under the documents executed in connection with the Loan, maintain an action in law or in equity against the Developer to recover damages incurred by City from such failure, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.

13. Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney's fees and other costs of litigation) which may be incurred by City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration as a result of such breach. The obligations survive the termination or expiration of this Declaration as necessary to effect its provisions.

14. This Declaration may be amended or modified in whole or in part only by written agreement of Developer and City clearly expressing the intent to modify this Declaration.

15. The validity of any clause, part or provision of this Declaration shall not effect the validity of the remaining portions of thereof.

16. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.

17. This Declaration is created pursuant to, and shall be construed in accordance with and governed by the laws of the State of Maine, including but not limited to 33 M.R.S.A. § 121 et. seq.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City effective _____, 2014.

CITY OF PORTLAND

Witness _____

_____
Mark Rees
Its City Manager

AVESTA Washington Ave. LP

BY: Pinecone Housing Corporation
Its General Partner

_____

_____
By: Dana Totman
Its: President

[This Space Intentionally Left Blank]

DRAFT

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2014

Personally appeared the above named Mark Rees, City Manager to the City of Portland, 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

_____
(Print or type name)

DRAFT

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2014

Personally appeared the above named Dana Totman, President of Pinecone Housing Corporation, General Partner of Avesta Washington Ave, L.P., a Maine limited partnership, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited partnership and corporation.

Before me,

_____
Notary Public/Attorney-at-Law

_____
(Print or type name)

Exhibit A

Property Description
134 Washington Avenue, Portland, Maine

A certain lot or parcel of land, with the buildings thereon, situated in Portland, County of Cumberland, State of Maine, on the westerly side of Washington Avenue a distance northerly of 26.9 feet from the corner formed by the intersection of the westerly side of Washington Avenue with the northerly side of Fox Street; thence from said point of beginning running westerly at right angles to Washington Avenue 72 ¼ feet to a point and other land of Annie Ryan; thence northerly parallel to Washington Avenue 37 feet, more or less, to land now or formerly of the Potter heirs; thence easterly adjoining said Potter heirs' land 72 ¼ feet to the westerly side of said Washington Avenue; thence southerly by the westerly side of Washington Avenue 37 feet, more or less, to the point of the beginning.

Also another lot or parcel of land, in said Portland, County of Cumberland, State of Maine, described as follows:

Land on the west side of Washington Avenue, Nos. 138-140, Portland, Maine, City Assessor's Plan, Plan Book 12, Block E, Lot 6.

Meaning and intending to describe and convey the same premises as conveyed to Avesta Housing Development Corporation by Warranty Deed of Debra L. DiBiase dated May 6, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30618, Page 111.

PROJECT Washington Avenue Apartments
LOCATION: Portland, ME

Date: 04/14/14

DEVELOPMENT ASSUMPTIONS						
Total Units		18	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 60% AMI	0.0%	0	Rent	2.00%	2.50%	2.50%
# @ 50% AMI	33.3%	6	Operating Expense	3.00%	3.00%	3.00%
# @ 50% AMI HOME	11.1%	2	Other Income	2.00%	2.50%	2.50%
# @ 40% AMI	55.6%	10	Debt Coverage Ratio	1.15		
# @ Market	0.0%	0	Vacancy	5%		
Appraised Market Value			Market Value / Unit	0		

PRO FORMA DEVELOPMENT BUDGET					
	Residential	Per Unit	Commercial		Total
Site Improvements	185,000	10,278			185,000
Construction	1,417,923	78,774			1,417,923
Other Construction	0	0			0
Builder Overhead	0	0			0
Builder Profit	0	0			0
Bond Premium	0	0			0
Construction Contingency 5.0%	80,146	4,453			80,146
Subtotal Construction Costs	**1,683,069**	**93,504**	**0**		**1,683,069**
Permits and Impact Fees	13,667	759			13,667
Survey & Engineering	35,950	1,997			35,950
Architectural & Design	136,000	7,556			136,000
Legal, and Title & Recording	41,500	2,306			41,500
Other Construction	213,000	11,833			213,000
Accounting	8,000	444			8,000
Construction Period Tax	7,000	389			7,000
Construction Period Insur. / Builders Risk	7,000	389			7,000
FF&E	50,000	2,778			50,000
Subtotal Soft Costs	**512,117**	**28,451**	**0**		**512,117**
Construction Loan Origination Fees	17,000	944			17,000
Construction Loan Interest	26,889	1,494			26,889
Permanent Loan Fees	4,200	233			4,200
Construction Lender Legal	15,000	833			15,000
Subtotal Finance Costs	**63,089**	**3,505**	**0**		**63,089**
Market Survey	4,000	222			4,000
Appraisal	4,800	267			4,800
Environmental Study	2,500	139			2,500
LIHTC Fees	19,007	1,056			19,007
3rd Party Consultants	15,000	833			15,000
Soft Cost Contingency	15,000	833			15,000
Subtotal Miscellaneous	**60,307**	**3,350**	**0**		**60,307**
Acquisition: Buildings	0	0			0
Acquisition: Land	280,000	15,556			280,000
Acquisition: Carrying Costs	0	0			0
Subtotal Acquisition	**280,000**	**15,556**	**0**		**280,000**
Operating Deficit Escrow	59,378	3,299			59,378
Pre-funded Replacements	14,144	786			14,144
Tax & Insurance Escrow	16,583	921			16,583
Developer Overhead	80,000	4,444			80,000
Developer Profit	235,000	13,056			235,000
Rent Reserve and Marketing	18,000	1,000			18,000
Subtotal Fee and Reserves	**423,105**	**23,506**	**0**		**423,105**
Total Development Costs	**3,021,686**	**167,871**	**0**		**3,021,686**

LIHTC Alloc.	110,288
Equity yield	0.85
Synd. %	99.99%
Equity Raise	937,357

Historic Credit FED	0
Equity yield	0.99
Synd. %	99.99%
Equity Raise	0

Number of Tax-payers	1
Historic Credit STATE	0
Equity yield	0
Synd. %	99.99%
Equity Raise	0

Total Equity:	937,357

Gross Square Footage	13,593
Construction Cost/Sq ft.	**$124**

119754.863
475000
355245.137

MAXIMUM DEVELOPER FEE AVAILABLE	392,003
ACTUAL DEVELOPER FEE	315,000
% OF MAXIMUM DEVELOPER FEE	80.4%
NET DEVELOPER FEE COLLECTED	**315,000**
% OF MAXIMUM DEVELOPER FEE	80.4%
DEV FEE LOAN AS A % OF ACTUAL DEV FEE	**0.0%**

PROJECT : Washington Avenue Apartments Date: 04/14/14
LOCATION: Portland, ME

FLOW OF FUNDS

Sources	CLC 9/30/14	During Construction 12/29/14	3/29/15	6/27/15	9/25/15	PLC 9/30/15	2014	2015	Total
Beginning Cash	0	0	0	0	0	0	0	0	0
Capital Contribution	140,604	93,736		93,736		501,486	48,743	59,054	937,357
Construction Loan	263,450	327,032	420,767	327,032	420,767				1,759,048
GP Bridge Loan									0
MSHA Subsidy	67,000		0			1,193,000			1,260,000
MSHA Interest-Only Mortgage						60,000			60,000
Conventional First Mortgage						0			0
NW debt	0					241881			241,881
Other: Amortizing Loan 2						0			0
Other: City FedHOME	522,448		0						522,448
Other: City TIF						0			0
Other	0					0			0
Development Fee Loan									0
TOTAL SOURCES	993,502	420,767	420,767	420,767	420,767	1,996,367	48,742	59,053	4,780,734
Uses									
Acquisition	280,000								280,000
Construction		420,767	420,767	420,767	420,767				1,683,069
Soft Costs	512,117								512,117
Financing Costs	63,089								63,089
Miscellaneous	60,307					18,000			78,307
Dev Fee	77,989					129,215	48,743	59,054	315,000
Reserves						90,105			90,105
TOTAL DEV. COSTS	993,502	420,767	420,767	420,767	420,767	237,319	48,743	59,054	3,021,686
Repay GP Bridge Loan						0			0
Repay Construction Loan						1,759,048	0		1,759,048
SUBTOTAL OTHER ITEMS	0	0	0	0	0	1,759,048	0	0	1,759,048
TOTAL USES OF FUNDS	993,502	420,767	420,767	420,767	420,767	1,996,367	48,743	59,054	4,780,734
Ending Cash	0	0	0	0	0	0	0	0	0

PLC - LTV
1,501,881
0
#DIV/0!

70000 subsidy per unit

50% Test used	55%
CLC Loan Amount	1,759,048
Eligible Basis plus Land	2,890,375
% of Construction Loan Participation	90%
MaineHousing Participation	1,589,706
MaineHousing Fee @ 1.5%	23,846

PROJECT FINANCING

Source		Amount	Rate	Amort Term	Lien	Annual D/S Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1	MSHA Subsidy	1,260,000	0.00%	30	First	0	0	0
Source 2	MSHA Interest-Only Mortgage	60,000	6.00%	30	First	3,600	3,600	4,317
Source 3	Conventional First Mortgage		1.00%	50	First	0	0	0
Source 4	NW debt	241,881	0.00%	30	First	0	0	0
Source 5	Other: Amortizing Loan 2	0	0.00%	15	Second	0	0	0
Source 6	Other: City FedHOME	522,448	0.00%	30	Second	0	0	0
Source 7	Other: City TIF	0					TIF loan	
Source 8	Other	0	0.00%	30	Unsecured		Cash Flow	
Source 9	Development Fee Loan	0			Unsecured		Cash Flow	
Source 10	Net Syndication	937,357	0.85					
	Capitalization Gap (Surplus)	0						
	Total	3,021,686						

	COLLATERAL COVERAGE	Total	Per Unit
	Projected Mortgage	60,000	3,333
70,000	Appraised Market Value	0	0
	Loan to Value Ratio	0%	
	Market Rent Differential	-128,328	(594)
	Supportable Mort.: Unrestricted	-1,723,670	(95,759)
	Subsidy per Unit		70,000
	Subsidy per Low Income Unit		70,000

	ODE	6 mos	RD	MH
debt	0			
oper exp	115,155			
	115,155	57,578	100,871	-43,294

PROJECT : Washington Avenue Apartments Date: 04/14/14
LOCATION: Portland, ME

PROPOSED RENT SCHEDULE

Type	AMI	# Units	Rents from Applicant	Program Max Rents 2010	Gross Rent	Market Rent	Utility Allow.	Total Rent
Efficiency	60% LIHTC	0		771	771		0	0
	50% LIHTC	6		668	668		0	48,096
	50% HOME	2		668	668		0	16,032
	40% LIHTC	10		535	535		0	64,200
18	Market							0
1BR	50% HOME					0	0	0
	50% LIHTC					0	0	0
	60% LIHTC					0	0	0
	60% LIHTC					0	0	0
0	Market					0	0	0
2BR	50% w/ RA					0	0	0
	50% w/ RA					0	0	0
	60% HOME					0	0	0
	60% LIHTC					0	0	0
0	Market					0	0	0
3BR	50% HOME					0	0	0
	50% LIHTC					0	0	0
	60% HOME					0	0	0
	60% LIHTC					0	0	0
0	Market							0
4BR	50% HOME					0	0	0
	50% LIHTC					0	0	0
	60% HOME					0	0	0
	60% LIHTC					0	0	0
0	Market							0
Other:								0
								0
Subtotals		18						128,328
			Vacancy Rate		5.00%			(6,416)
			Other Income		prop tax relief			6,524
			Other Income		laundry			750
			Effective Gross Income					131,186

AFFORDABLE MORTGAGE CALCULATION

Effective Gross Income		131,186
Annual Operating Expense		115,155
Stabilized NOI		16,031
DSC	1.15	2,091
$ Avail for D/S		13,940
Other DS		0
Balance		13,940

BREAKEVEN ANALYSIS:	RENT SENSITIVITY Total	OCCUPANCY	Annual
Operating Expense	115,155	Gross Revenues	137,602
Debt Service	3,600		
Breakeven Rent	550	Breakeven Occupancy	86%

OPERATING EXPENSES

	Expense	Annual	Annual Per Unit	Monthly Per Unit
-771	Administrative Expenses:			
-668	Management Fees	8,500	472	39
	Management Charges	9,900	550	46
-535	Marketing Expenses	180	10	1
	Legal Expenses	400	22	2
	Auditing Expenses	5,500	306	25
	Bad Debts	0	0	0
	Other Administrative Expenses	225	13	1
	Administrative Expenses	24,705	1,373	114
(687)	Operating Expenses:			
	Janitorial Payroll		0	0
	Janitorial Supplies and Equipment		0	0
	Janitorial Contractual Services	5,500	306	25
	Fuel and Gas	6,000	333	28
	Electricity	12,100	672	56
	Water and Sewer	3,500	194	16
	Garbage and Trash Removal	1,800	100	8
	Vehicle and Equipment Expenses	0	0	0
	Other Operating Expenses		0	0
	Operating Expenses	28,900	1,606	134
	Maintenance Expenses:			
	Grounds Maintenance Payroll	0	0	0
	Grounds Tools and Supplies		0	0
	Grounds Contractual Services	1,100	61	5
	Miscellaneous Ground Maintenance	0	0	0
	Tenant Damage Charges - Grounds	0	0	0
	Building Maintenance Payroll	0	0	0
	Building Tools and Supplies	1,300	72	6
	Building Contractual Services	6,600	367	31
	Building Systems Maintenance	5,600	311	26
	Miscellaneous Building Maintenance	2,600	144	12
	Tenant Damage Charges - Building	0	0	0
	Maintenance Expenses	17,200	956	80
	General Expenses:			
	Property Taxes	21,500	1,194	100
	Property and Liability Insurance	5,000	278	23
	Common Area Cable	780	43	4
	Tenant Service Expenses	8,970	498	42
	General Expenses	36,250	2,014	168
	Replacement Reserve Funding	8,100	450	38
	Commercial Expenses (if applicable)	0	0	0
	Total	115,155	6,398	533

PROJECT . **Washington Avenue Apartments** Date: 04/14/14
LOCATION: **Portland, ME**

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT		3 Months				Yr 5						Yr 10	
	9/30/15	12/31/15	12/30/16	12/30/17	12/30/18	12/31/19	12/30/20	12/30/21	12/30/22	12/31/23	12/30/24	12/30/25	
Effective Gross Income		32,796	133,809	136,485	139,215	142,000	144,840	148,460	152,172	155,976	159,876	163,873	
Less Operating Expense		28,789	118,610	122,168	125,833	129,608	133,496	137,501	141,626	145,875	150,251	154,759	
Net Operating Income		4,008	15,200	14,318	13,382	12,392	11,343	10,959	10,546	10,101	9,625	9,114	
Less RLP Repay		900	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0	
Cash Flow		3,108	11,600	10,718	9,782	8,792	7,743	7,359	6,946	6,501	6,025	5,514	
Cash Flow per Unit		691	644	595	543	488	430	409	386	361	335	306	488
Debt Coverage Ratio(RLP)		4.45	4.22	3.98	3.72	3.44	3.15	3.04	2.93	2.81	2.67	2.53	3.44
Principal Balance(RLP)	1,320,000	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	
Principal Balance(Other)	764,329	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	
Operating Reserve Balance	59,378	62,346	65,464	68,737	72,174	75,782	79,572	83,550	87,728	92,114	96,720	101,556	

Total Cash Flow Projected over 12 Years
93,440

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued						Yr 15					Yr 20		
		12/30/26	12/31/27	12/30/28	12/30/29	12/30/30	12/31/31	12/30/32	12/30/33	12/30/34	12/31/35	12/30/36	
Effective Gross Income		167,969	172,169	176,473	180,885	185,407	190,042	194,793	199,663	204,654	209,771	215,015	
Less Operating Expense		159,401	164,183	169,109	174,182	179,408	184,790	190,334	196,044	201,925	207,983	214,222	
Net Operating Income		8,568	7,985	7,364	6,702	5,999	5,252	4,459	3,619	2,729	1,788	793	
Less RLP Repay		3,600	3,600	3,600	3,600	3,600	4,317	4,317	4,317	4,317	4,317	4,317	
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0	
Cash Flow		4,968	4,385	3,764	3,102	2,399	935	143	(698)	(1,587)	(2,529)	(3,524)	
Cash Flow per Unit		276	244	209	172	133	52	8	(39)	(88)	(140)	(196)	
Debt Coverage Ratio(RLP)		2.38	2.22	2.05	1.86	1.67	1.22	1.03	0.84	0.63	0.41	0.18	
Principal Balance(RLP)	#NUM!	1,319,263	1,318,481	1,317,650	1,316,769	1,315,833	1,314,839	1,313,784	1,312,663	1,311,474	1,310,211	1,308,871	
Principal Balance(Other)	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	
Operating Reserve Balance	101,556	106,633	111,965	117,563	123,442	129,614	136,094	142,899	149,346	155,226	160,459	164,958	

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued										
		12/30/37	12/30/38	12/31/39	12/30/40	12/30/41	12/30/42	12/31/43	12/30/44	9/29/45
Effective Gross Income		220,390	225,900	231,548	237,336	243,270	249,352	255,585	261,975	201,393
Less Operating Expense		220,649	227,268	234,086	241,109	248,342	255,793	263,466	271,370	209,634
Net Operating Income		(258)	(1,368)	(2,539)	(3,773)	(5,072)	(6,441)	(7,881)	(9,395)	(8,240)
Less RLP Repay		4,317	4,317	4,317	4,317	4,317	4,317	4,317	4,317	3,238
Less Other Repay		0	0	0	0	0	0	0	0	0
Cash Flow		(4,575)	(5,685)	(6,855)	(8,089)	(9,389)	(10,758)	(12,198)	(13,712)	(11,478)
Cash Flow per Unit		(254)	(316)	(381)	(449)	(522)	(598)	(678)	(762)	(850)
Debt Coverage Ratio(RLP)		(0.06)	(0.32)	(0.59)	(0.87)	(1.18)	(1.49)	(1.83)	(2.18)	(2.55)
Principal Balance(RLP)	1,308,871	1,307,448	1,305,937	1,304,332	1,302,629	1,300,821	1,298,901	1,296,863	1,294,699	1,292,402
Principal Balance(Other)	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!	#NUM!
Operating Reserve Balance	164,958	168,631	171,377	173,091	173,656	172,949	170,839	167,163	161,830	158,444

4/10/2014

Original Assessed Value as of 4/1/13: $155,600 (Land and Building)

Estimated Assessed Value at construction completion (8/2015): $1,000,000

Captured Assessed Value: $844,400

50% Capture over 20 years, with that 50% to Business Project Account; 50% uncaptured to General Fund.

Exhibit C1: City of Portland- TIF Projection Table for 134 Washington Avenue

TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue (50%) to Business Project Account	Captured Revenue (25%) to Municipal Project Account	City Non-Captured (25%) General Fund Revenues
1	2015	$844,400	50.00%	$422,200	20.19	$8,524	$8,524	$0	$8,524
2	2016	$844,400	50.00%	$422,200	20.59	$8,695	$8,695	$0	$8,695
3	2017	$844,400	50.00%	$422,200	21.01	$8,869	$8,869	$0	$8,869
4	2018	$844,400	50.00%	$422,200	21.43	$9,046	$9,046	$0	$9,046
5	2019	$844,400	50.00%	$422,200	21.85	$9,227	$9,227	$0	$9,227
6	2020	$844,400	50.00%	$422,200	22.29	$9,411	$9,411	$0	$9,411
7	2021	$844,400	50.00%	$422,200	22.74	$9,600	$9,600	$0	$9,600
8	2022	$844,400	50.00%	$422,200	23.19	$9,792	$9,792	$0	$9,792
9	2023	$844,400	50.00%	$422,200	23.66	$9,987	$9,987	$0	$9,987
10	2024	$844,400	50.00%	$422,200	24.13	$10,187	$10,187	$0	$10,187
11	2025	$844,400	50.00%	$422,200	24.61	$10,391	$10,391	$0	$10,391
12	2026	$844,400	50.00%	$422,200	25.10	$10,599	$10,599	$0	$10,599
13	2027	$844,400	50.00%	$422,200	25.61	$10,811	$10,811	$0	$10,811
14	2028	$844,400	50.00%	$422,200	26.12	$11,027	$11,027	$0	$11,027
15	2029	$844,400	50.00%	$422,200	26.64	$11,248	$11,248	$0	$11,248
16	2030	$844,400	50.00%	$422,200	27.17	$11,472	$11,472	$0	$11,472
17	2031	$844,400	50.00%	$422,200	27.72	$11,702	$11,702	$0	$11,702
18	2032	$844,400	50.00%	$422,200	28.27	$11,936	$11,936	$0	$11,936
19	2033	$844,400	50.00%	$422,200	28.84	$12,175	$12,175	$0	$12,175
20	2034	$844,400	50.00%	$422,200	29.41	$12,418	$12,418	$0	$12,418
20 Year TIF Total		**$16,888,000**		**$8,444,000**		**$207,116**	**$207,116**	**$0**	**$207,116**

Exhibit C2: Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland TIF Model for 134 Washington Avenue

Model based on 20-Yr Term and 50% Captured Value to Developer Project Account; 50% to General Fund

TIF Year	Tax Year-April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2015	$844,400	$422,200	$3,154	$435	$199	$3,787
2	2016	$844,400	$422,200	$3,154	$435	$199	$3,787
3	2017	$844,400	$422,200	$3,154	$435	$199	$3,787
4	2018	$844,400	$422,200	$3,154	$435	$199	$3,787
5	2019	$844,400	$422,200	$3,154	$435	$199	$3,787
6	2020	$844,400	$422,200	$3,154	$435	$199	$3,787
7	2021	$844,400	$422,200	$3,154	$435	$199	$3,787
8	2022	$844,400	$422,200	$3,154	$435	$199	$3,787
9	2023	$844,400	$422,200	$3,154	$435	$199	$3,787
10	2024	$844,400	$422,200	$3,154	$435	$199	$3,787
11	2025	$844,400	$422,200	$3,154	$435	$199	$3,787
12	2026	$844,400	$422,200	$3,154	$435	$199	$3,787
13	2027	$844,400	$422,200	$3,154	$435	$199	$3,787
14	2028	$844,400	$422,200	$3,154	$435	$199	$3,787
15	2029	$844,400	$422,200	$3,154	$435	$199	$3,787
16	2030	$844,400	$422,200	$3,154	$435	$199	$3,787
17	2031	$844,400	$422,200	$3,154	$435	$199	$3,787
18	2032	$844,400	$422,200	$3,154	$435	$199	$3,787
19	2033	$844,400	$422,200	$3,154	$435	$199	$3,787
20	2034	$844,400	$422,200	$3,154	$435	$199	$3,787
20 Year TIF Total		**$16,888,000**	**$8,444,000**	**$63,077**	**$8,694**	**$3,971**	**$75,742**

This model is based on 50% of incremental valuation captured within the TIF District for 20 years going to the Developer Project Account and 50% going to the Municipal General Fund.

4/10/2014

DRAFT

CITY OF PORTLAND

134 WASHINGTON AVENUE AFFORDABLE HOUSING DEVELOPMENT DISTRICT

DEVELOPMENT PROGRAM

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Exhibit G Notice of Public Hearing
Exhibit H City Council Orders
Exhibit I Declaration of Covenants, Conditions and Restrictions

134 Washington Avenue Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 134 Washington Avenue at the corner of Washington Avenue and Fox Street in Portland. The area includes approximately .23 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. The captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of a Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland ("the City"), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 134 Washington Avenue Affordable Housing Development District (the "District"). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing ("TIF") similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the "capture" or reinvestment of some of the new increased or "incremental" tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Avesta Washington Ave, LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E hereto from the District available to the Developer pursuant to such Credit Enhancement Agreement (the "Credit Enhancement Agreement"). These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the "Tax Increment") resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of the Developer, its successors or assigns and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of all municipal Tax Increment Revenues from all property taxes with respect to property in the District, described herein as the Tax Increment Revenues (Developer's Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions. A. Project General Description. The Capital Project at 134 Washington Avenue involves the redevelopment of approximately .23 acres at Washington Avenue and Fox Street, Portland, into an affordable housing neighborhood. The objective of the project is that 100% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 50% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of 18 units of low income housing tax credit apartments, the targeting for those units will be 56% of the units at 40% Area Median Income and 44% of the units at

50% Area Median Income. The zoning for the project assures that this number of units and this affordability objective will be met.

The project includes the new construction of 18 efficiency apartments in one elevator building.

The 134 Washington Avenue project is projected to have a total local increased assessed valuation at build out of approximately $1,000,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will pay approximately $17,048 in increased property taxes to the City in year 3 at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

"Project Costs" as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. The annual $8,524 (projected to increase as set forth in Exhibit A) Developer's Share of the Tax Increment Revenue is designated to pay operating costs for the project at 134 Washington Avenue. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of twenty (20) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No businesses or persons will be displaced or relocated as a result of the development activities proposed in the District.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. The Developer, its successor or assigns, will operate the improvements constructed by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that become a public road or other public facility

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Housing Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be 20 years from the designation of the District and the effective date of the approval of the District by the Director of the Maine State Housing Authority.

Section 2.09: Approval Considerations and Characteristics of the District. A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the District is approximately .23 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the District and the total area of all development districts in the City (which combined total is 193.288 acres) is 1.56% of the total acreage of the City and thus does not exceed 5% of the total acreage of the City; the total area of all existing and proposed affordable housing development districts in the City is 0.0135% of the total acreage of the City and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the District is as set forth in Exhibit D hereto and the Original Assessed Value of all existing and proposed affordable housing development districts within the City is $1,271,850 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of April 1st preceding the date of the designation of the District;

(iv) The aggregate value of municipal general obligation indebtedness financed by the proceeds from affordable housing development districts within Cumberland County does not exceed $50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, United States City Average from January 1, 2002 to the date of calculation; and

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Housing Plan and Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 years for rental units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a

residential development on which 100% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 134 Washington Avenue Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2014. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Developer's Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in

each year is 50%. Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be the entire amount of the 50% of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior years level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer

Share) for each year as computed as described above, times (b) the actual amount of the Tax Increment for each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 50% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account shall consist of the Developer's Project Cost Account (the "Developer's Project Cost Account"). The Developer's Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Developer's Project Cost Account according to the terms of the Credit Enhancement Agreement that portion of each payment constituting the percentage of total actual Tax Increment for such year equal to the Tax Increment Revenues (Developer's Share). The amounts in the Developer's Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District, as provided in such Credit Enhancement Agreement.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 134 Washington Avenue project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 20 years based upon the estimated local assessed valuation and the estimated tax rate of $20.19/$1000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered' in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state

sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on June 2, 2014, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on June 16, 2014. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on June 16, 2014 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: June _____, 2014

_____
Mark H. Rees, City Manager, City of Portland

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Exhibit B
ESTIMATED DEVELOPMENT COSTS

	Annual Costs		Tax Increment	Private Funds/Equity/Banks	Other	Total
DEVELOPER'S SHARE						
Project Operating Costs		$ 115,155	8,524		$ 106,631	$ 115,155
Administrative Expenses:		$ 24,705				
Management Fees	$ 8,500					
Management Charges	$ 9,900					
Marketing Expenses	$ 180					
Legal Expenses	$ 400					
Auditing Expenses	$ 5,500					
Other	$ 225					
Operating Expenses		$ 28,900				
Janitorial Payroll	$ -					
Janitorial Supplies and Equipment	$ -					
Janitorial Contractual Services	$ 5,500					
Natural Gas	$ 6,000					
Electricity	$ 12,100					
Water and Sewer	$ 3,500					
Garbage and Trash Removal	$ 1,800					
Vehicle & Equipment Expenses	$ -					
Other	$ -					
Maintenance Expenses		$ 17,200				
Grounds Maintenane Payroll	$ -					
Grounds Tools and Supplies	$ -					
Grounds Contractual Services	$ 1,100					
Misc Ground Maintenance	$ -					
Tenant Damage Charges - Grounds	$ -					
Building Maintenance Payroll	$ -					
Building Tools and Supplies	$ 1,300					
Building Contractual Services	$ 6,600					
Building Systems Maintenance	$ 5,600					
Misc Building Maintenance	$ 2,600					
Tenant Damage Charges - Building	$ -					
General Expenses		$ 36,250				
Property Taxes	$ 21,500					
Property and Liability Insurance	$ 5,000					
Common Area Cable	$ 780					
Tenant Service Expenses	$ 8,970					
Replacement Reserve Funding	$ 8,100	$ 8,100				

Legal Description
134 Washington Avenue, Portland, Maine

A certain lot or parcel of land, with the buildings thereon, situated in Portland, County of Cumberland, State of Maine, on the westerly side of Washington Avenue a distance northerly of 26.9 feet from the corner formed by the intersection of the westerly side of Washington Avenue with the northerly side of Fox Street; thence from said point of beginning running westerly at right angles to Washington Avenue 72 ¼ feet to a point and other land of Annie Ryan; thence northerly parallel to Washington Avenue 37 feet, more or less, to land now or formerly of the Potter heirs; thence easterly adjoining said Potter heirs' land 72 ¼ feet to the westerly side of said Washington Avenue; thence southerly by the westerly side of Washington Avenue 37 feet, more or less, to the point of the beginning.

Also another lot or parcel of land, in said Portland, County of Cumberland, State of Maine, described as follows:

Land on the west side of Washington Avenue, Nos. 138-140, Portland, Maine, City Assessor's Plan, Plan Book 12, Block E, Lot 6.

Meaning and intending to describe and convey the same premises as conveyed to Avesta Housing Development Corporation by Warranty Deed of Debra L. DiBiase dated May 6, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30618, Page 111.

Order 256-13/14
~~Feb 17 - 6-2-14~~
Feb 19 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L).

ORDER APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 134 WASHINGTON AVENUE CREDIT ENHANCEMENT AGREEMENT WITH AVESTA WASHINGTON AVE. LP

ORDERED, that the credit enhancement agreement between the City of Portland and Avesta Washington Ave. LP related to the 134 Washington Avenue Affordable Housing Tax Increment Financing District is hereby approved and the City Manager be authorized to sign the agreement in substantially the same form as attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement..

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of June _____, 2014, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and Avesta Washington Ave. LP, a Maine limited partnership (the "Developer").

W I T N E S S E T H T H A T

WHEREAS, the City designated the 134 Washington Avenue Affordable Housing Development District (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council at a meeting held on June 16, 2014 and pursuant to the same City Council Meeting action adopted a development program and financial plan for the District (the "Development Program"), and

WHEREAS, the Director of the Maine State Housing Authority has reviewed and approved the District and the Development Program, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to such City Council Meeting approval and a resolution of the Municipal Officers, adopted June 16, 2014 by vote of the City Council and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Affordable Housing Development Program Fund" means the Affordable Housing Development Program Fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer.

"Captured Assessed Value" means the amount, stated as percentages or stated sums, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program and Public Improvements described in the Development Program; the Captured Assessed Value of the District shall be 50% of the Increased Assessed Value.

"City" means the City of Portland, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

"Current Assessed Value" means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect.

"Developer" means Avesta Washington Ave. LP, its successors and assigns.

"Development Program" means the Development Program for the District as adopted by the City at a meeting of the City Council held on June 16, 2014, 2014.

"District" means the 134 Washington Avenue Affordable Housing Development District designated by the City pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of its City Council at a meeting held on June 16, 2014.

"Financial Plan" means the financial plan described in Article III of the Development Program.

"Fiscal Year" means July 1 to June 30 each year or such other fiscal year as the City may establish.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"Original Assessed Value" means the assessed value of the District as of March 31, 2014, which amount was One Hundred Fifty-Five Thousand Six Hundred Dollars ($155,600).

"Project" means the design, planning, development, acquisition, construction, financing and installation of the Development Program as described in Section 2.03 of said Development Program.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5249 of title 30-A of the Maine Revised Statutes and included in the Development Program.

"Project Cost Account" means the Developer's Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

"Property Taxes" means any and all ad valorem property taxes levied, charged or assessed against real estate in the District by the City or on its behalf.

"Qualified Investments" means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District.

"Tax Increment Revenues (Developer's Share)" means that percentage of the Tax Increment with respect to real estate now or hereafter located in the District retained pursuant to the terms of the Development Program to pay Project Costs of the Capital Program, and which amount is to be deposited each year during the term of this Agreement in the Developer's Project Cost Account to fund payments to the Developer due pursuant to this Agreement. The Tax Increment Revenues (Developer's Share) is fifty percent (50%). The Tax Increment Revenues (Developer's Share) will be calculated each year as more particularly described herein and in Exhibit A of the Development Program and will be based on the Increased Assessed Value of the District which percentage or amount shall be captured and retained to pay to the Developer the costs of the Capital Program described in the Development Program.

"Tax Shift" means the sum of the following amounts as calculated under the Tax Shift Formulas, as hereafter defined: (a) the difference between (i) the county tax payable by the City if the Captured

Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of County Tax were included in the City's valuation in calculating the county tax, and (ii) the county tax payable by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating the county tax; plus (b) the difference between (i) the State aid to education that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State aid to education were included in the City's valuation in calculating State aid to education, and (ii) the State aid to education that received by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating such amounts of State aid to education; plus (c) the difference between (i) the State revenue sharing that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State revenue sharing were included in the City's valuation in calculating the amount of State revenue sharing, and (ii) the State revenue sharing received each year to the extent that the Captured Assessed Value is excluded in the City's valuation in calculating such amounts of revenue sharing. Examples of the calculation of the estimated Tax Shifts based on the current Tax Shift Formulas are attached as Exhibit F to the Development Program.

"Tax Shift Formulas" means the formulas utilized by the State of Maine in calculating (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the City are due and payable from owners of property located within the City.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time. All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) If any clause, provision, Article or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Article or Section shall not affect any of the remaining provisions hereof.

ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT OF THE AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City hereby confirms the creation and establishment of (a) the 134 Washington Avenue Affordable Housing Development District Affordable Housing Development Program Fund; and (b) a segregated fund in the name of the City designated as the "134 Washington Avenue Affordable Housing Development District Developer's Project Cost Account of the Affordable Housing Development Program Fund" (the "Developer's Project Cost Account") pursuant to, and in accordance with the terms and conditions of the Development Program. The Affordable Housing Development Program Fund shall consist of the Developer's Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City shall deposit into the Developer's Project Cost Account contemporaneously with each payment of Property Tax by owners of property in District during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement.

Section 2.3. Use of Monies in Developer's Project Cost Account of the Affordable Housing Development Program Fund. Monies deposited in the Developer's Project Cost Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer's Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, shall be held by the City in trust, for the benefit of the Developer.

Section 2.5. Investments. The monies in the Developer's Project Cost Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

Section 2.6. Liens. The City shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall be for twenty (20) years as described below. The City agrees to pay to the Developer within 30 days of the end of each fiscal year (ends June 30 each year) this Agreement is in effect payments equal to the Tax Increment Revenues (Developer's Share) beginning with the designation and approval of the District by the Director of the Maine State Housing Authority, that being the City Fiscal Year beginning July 1, 2014 and ending June 30, 2015 (FY15) and continuing with each Fiscal Year of the City thereafter through and including June 30, 2035 (FY35). The City shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns according to Exhibit A of the Development Program, based upon the corresponding fiscal year's projected allocation percentage for each payment. The Developer's share will be 100% of the captured revenue (based on 50% of the value captured) as indicated on Exhibit A. The obligation of the City to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Account, and shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, the owner or owners of property in the District fail(s) to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property Taxes actually paid with respect to such Tax Payment Date shall first be applied to taxes due on account of the Original Assessed Value and second shall constitute Tax Increment Revenues.

(c) Annually, Developer will provide operating cash flow statements as back-up documentation of Projects Costs for its TIF payments, which documentation will be kept confidential by the City.

Section 3.2. Completion of Development Program. Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

Section 3.3. Failure to Make Payment. In the event the City should fail to, or be unable to, make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the City agrees to pay the same with interest thereon at the rate equal to the interest rate per annum payable by owners of property in the City on Property Taxes that are not paid when due, but only from Tax Increment Revenues (Developer's Share) paid to the City by the Developer from time to time, and any earnings thereon, whether or not deposited into the Developer's Project Cost Account of the Affordable Housing Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.4. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit, for qualified Project Costs.

Section 3.5. Obligations Unconditional. The obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional

irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The City shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof.

Section 3.6. Limited Obligation. The City's obligations of payment hereunder shall be limited obligations of the City payable solely from monies on deposit in the Developer's Project Cost Account, and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the City's obligation to levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2. Perfection of Interest. The City authorizes the Developer to file and, if necessary, shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments. The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the City shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or

cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

(a) any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) any failure by the City to make deposits into the Affordable Housing Development Program Fund or the Developer's Project Cost Account as and when due;

(c) any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, provided, however, that failure of Developer or any other owner of property in the District to pay Property Taxes when due shall not constitute an event of default hereunder; or

(d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist

upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable attorneys fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Disputes. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute, this waiver being limited and expressly intended to affect only those rights necessarily related to or arising directly under the terms of this Agreement.

ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment. The City hereby acknowledges that it is the intent of the Developer to pledge and assign and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge or to grant such security interests. Recognizing this intention, the City does hereby consent and agree to the grant of such security interests and to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The City hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The City agrees to execute and

deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. Except as provided in this Article VII, the Developer shall not have the right to transfer and assign to any person or entity all or any portion of its rights in, to and under this Agreement; provided however, that any transfer of the real property within the District shall carry with it the benefit of this Agreement so long as (i) the rental units within the District remain affordable after such transfer; (ii) the prospective owner establishes to the reasonable satisfaction of the City that the financial benefits provided by this Agreement are still necessary to maintain the viability of the Project and (iii) the City Council approves the transfer.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.3. No Personal Liability of Officials of the City. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his individual capacity and neither the members of the City Council of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City: City Manager
City Portland
389 Congress Street
Portland, Maine 04101

If to the Developer: Avesta Washington Ave. LP

c/o Avesta Housing Development Corporation
307 Cumberland Avenue
Portland, ME 04101

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledgees. The City agrees that this Agreement is executed in part to induce secured parties, assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such secured parties, assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10. MaineHousing Rules and Requirements. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable. The parties shall comply with the rule provisions for recovery of public revenue if conditions for approval of the District are not maintained for the duration of the District, as provided by rules adopted by the Maine State Housing Authority in accordance with applicable law. The Developer agrees to provide all information as required by the City to satisfy its reporting obligations.

Section 8.11. Affordability Covenants. The Developer and the City shall, in order to assure the continued affordability of the rental units as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration which is substantially in the same form as the "Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

Section 8.12 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment Revenues (Developer's Share), estimated development costs and other estimates. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the

Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

CITY OF PORTLAND

_____

By:_____
Mark H. Rees, Its City Manager

AVESTA WASHINGTON AVE. LP

BY: Pinecone Housing Corporation, its General Partner

_____

By:_____
Dana Totman, Its President

O:\HCD\HCD Staff\Mary\AHTIF\134 Washington Avenue\134 Washington Avenue CEA Draft v dated 05.15.14.docx

Order 257-13/14
~~Tab 18 6-2-14~~
Tab 20 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER ADOPTING DEVELOPMENT PROGRAM FOR THE PORTLAND DOWNTOWN DISTRICT FOR FISCAL YEAR 2014-2015

ORDERED, pursuant to 30-A M.R.S. Section 5224 (1), after public hearing, the City Council of the City of Portland hereby adopts the development program submitted by the City Manager, a copy of which is attached hereto, for the Portland Downtown District for fiscal year 2014-2015.

Board President
Michael Mastronardi

Executive Director
Steve Hewins

Mayor Brennan and City Councilors
May 2014

It has been a transformative year at Portland's Downtown District. Since this time last year we have turned over the entire full-time staff. We expanded our board to achieve more inclusiveness and to better represent the broad cross section of constituents within the District. Moreover, I am pleased to report that the assessment mil rate of .92 for Portland's Downtown District (PDD) remains flat again this year.

We continue to focus our funds and staff on our core mission:
Portland's Downtown District is in the business of maintaining a clean and safe downtown while building and promoting a vibrant business, residential and tourism destination.

More than ever we understand the value that visitors and residents bring to downtown businesses and property owners. Our vibrant restaurant, shopping, arts and entertainment scene is dependent upon maintaining and growing our residential, visitor and customer base.

PDD is a leader in this effort by focusing on maintaining a clean and safe downtown. In this effort we partner with the City of Portland through our Master, Baseline and Supplemental Service Agreements. For this year we plan to work even more closely with city staff to provide additional oversight and prioritization of work plans and projects. Our mutual goal is to create a downtown environment that exceeds our resident's expectations, allows our businesses to thrive and property owners to continue investing in Portland.

Through our collaboration with the city and local organizations, we market downtown Portland as a destination for visitors near and far. PDD produces free special events, including the Alive at Five concert series in Monument Square, the Christmas Tree Lightning and other Holiday events, Downtown Worker Appreciation Days and the Old Port Festival – this year expanded to three days for the first time in its 41 year history! In January 2015 we will launch a new event called Portland Winterfest!

Our popular police cadet patrol, funded by PDD and managed by the Portland Police Department, and our Downtown Visitor Guides will continue to assist and inform visitors and businesses throughout the peak tourism season. We are working with the Retail Association of Maine to launch Shop 2nd Saturday – a new marketing initiative to support local small businesses. We produce and distribute over 160,000 copies of our Visitor Guide book. Our website, Portlandmaine.com, is one of the most actively visited in the region.

We continue to work collaboratively with property owners, city departments and community organizations to address ongoing issues such as parking, transportation, graffiti removal, recycling, homelessness, open space, nuisance crimes and safety.

These efforts are needed to support residents and to encourage more people to come downtown or to stay after work. Perhaps more importantly these efforts support the Portland 'brand' – Yes, Life's Good Here. The attractiveness of the city, relative safety, accessibility to visitors for food, lodging, shopping, arts and entertainment are all important to the vibrancy of the city. We will continue to advocate for public policies that support these objectives.

Finally, we are very appreciative of our strong working relationship with the City of Portland, both staff and elected officials. We could not accomplish our mission without this cooperation and mutual support. We look forward to an exceptional 2014-15!

Sincerely,

Michael Mastronardi
Board Chair, Portland's Downtown District
Board President

Order 258-13/14
~~Feb 19~~ ~~6-2-14~~
Feb 21 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
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CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER ASSESSING MAINTENANCE AND IMPLEMENTATION ASSESSMENTS IN THE PORTLAND DOWNTOWN DISTRICT FOR FISCAL YEAR 2014-2015

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of $725,880 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Portland Downtown District to fund maintenance and implementation costs for such district for the period beginning July 1, 2014 and ending on June 30, 2015; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Portland Downtown District in the amounts set forth on the "List of Maintenance and Implementation assessments" which is attached hereto; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2014 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S.A. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

St. No.	Street Name	Owner Name	Taxable Value	Assessment
11	BROWN ST	OLD PORT HOLDING CO LLC	$840,300	$773.08
15	BROWN ST	O'SULLIVAN MICHAEL &	$166,300	$153.00
15	BROWN ST	ADLER JANICE B	$205,900	$189.43
15	BROWN ST	HUNTER BEVERLY C &	$201,800	$185.66
15	BROWN ST	EAKINS JAN	$199,100	$183.17
15	BROWN ST	ESCH TREVOR S &	$257,000	$236.44
15	BROWN ST	SINGER ROBERT B TRUSTEE	$185,100	$170.29
15	BROWN ST	JAFFE MICHAEL M &	$229,300	$210.96
15	BROWN ST	MCILVAIN JOHN &	$153,600	$141.31
15	BROWN ST	MCGLOIN SHERRI	$150,400	$138.37
15	BROWN ST	DOCTOROFF MARK G	$311,800	$286.86
15	BROWN ST	BARBERA SUSAN	$189,800	$174.62
15	BROWN ST	KLEBE KURT E TRUSTEE	$209,300	$192.56
15	BROWN ST	BAUMAN PATRICIA J	$270,300	$248.68
15	BROWN ST	CODERE MARK R	$224,100	$206.17
15	BROWN ST	COFFIN KATHLEEN M	$205,900	$189.43
15	BROWN ST	BERBERIAN LANCE V	$246,400	$226.69
15	BROWN ST	DOCTOROFF MARK G	$283,100	$260.45
15	BROWN ST	EWING DANIELLE M	$341,900	$314.55
15	BROWN ST	TIEMAN JAMES S	$347,900	$320.07
15	BROWN ST	SCHREINER WILLIAM B VN VET &	$399,100	$367.17
15	BROWN ST	PARKER MARK	$351,500	$323.38
15	BROWN ST	GREENEWALT CHARLOTTE	$384,500	$353.74
15	BROWN ST	MCGORRILL DONNA T	$454,300	$417.96
41	BROWN ST	MHS INC	$171,290	$157.59
45	BROWN ST	477 TIME & TEMPERATURE LLC	$2,547,200	$2,343.42
48	BROWN ST	511 PLAZA LIMITED PARTNERSHIP	$874,090	$804.16
0	CANAL PLAZA	COW PLAZA 1 LLC	$70,700	$65.04
1	CANAL PLAZA	COW PLAZA 1 LLC	$15,976,800	$14,698.66
2	CANAL PLAZA	COW PLAZA 2 LLC	$4,650,300	$4,278.28
3	CANAL PLAZA	COW PLAZA 3 LLC	$7,027,400	$6,465.21
15	CASCO ST	15 CASCO STREET LLC	$973,000	$895.16
16	CASCO ST	SOMALUZO LLC	$740,700	$681.44
18	CASCO ST	SHEPLEY LLC	$2,629,600	$2,419.23
37	CASCO ST	QUIRK SHIRLEY F ETALS	$3,203,200	$2,946.94
45	CASCO ST	FORTY FIVE CASCO STREET LLC	$730,100	$671.69
52	CENTER ST	PICTURE ISLAND INC	$413,000	$379.96
58	CENTER ST	STEELE DANIEL L	$500,630	$460.58
59	CENTER ST	B & B REAL ESTATE LLC	$333,600	$306.91
70	CENTER ST	MITCHELL JOHN D	$196,000	$180.32
70	CENTER ST	LARSSON JOHN C	$179,300	$164.96
70	CENTER ST	F & H REALTY PARTNERSHIP	$194,600	$179.03
70	CENTER ST	F & H REALTY PARTNERSHIP	$202,300	$186.12
70	CENTER ST	EAST COAST CONSTRUCTION AND	$203,900	$187.59
70	CENTER ST	MCKERSIE FAMILY LLC	$202,900	$186.67
70	CENTER ST	ALDER RUN DEVELOPMENT	$352,300	$324.12
70	CENTER ST	TCG PROPERTIES LLC	$184,900	$170.11
70	CENTER ST	MAINE BUSINESS SERVICES INC	$181,700	$167.16
104	CENTER ST	BG CARLETON 2/14/91 LLC &	$372,360	$342.57
121	CENTER ST	LEVY VALERIE J	$1,489,300	$1,370.16
15	CHESTNUT ST	BOODILLY LLC	$1,809,800	$1,665.02
17	CHESTNUT ST	CHESTNUT STREET CHAPEL LLC	$195,200	$179.58
21	CHESTNUT ST	PROPERTYONE LLC	$163,800	$150.70
21	CHESTNUT ST	CHESTNUT STREET LOFTS LLC	$199,000	$183.08
21	CHESTNUT ST	JORDAN CARA A	$151,100	$139.01
21	CHESTNUT ST	MOORE EMILY E &	$169,500	$155.94

21	CHESTNUT ST	MORREL VICTOR &	$161,100	$148.21
21	CHESTNUT ST	TISZENKEL KEITH	$169,500	$155.94
21	CHESTNUT ST	CASTANEA PRIME LLC	$164,400	$151.25
21	CHESTNUT ST	TILTON GARRETT K &	$175,500	$161.46
21	CHESTNUT ST	OGDEN JOANNE &	$154,400	$142.05
21	CHESTNUT ST	VANHOEWYK JOHN VN VET &	$169,500	$155.94
21	CHESTNUT ST	HOEFLER HEIDI	$180,500	$166.06
21	CHESTNUT ST	MCDEVITT MARION JEAN	$191,600	$176.27
21	CHESTNUT ST	KAUFMANN CHARLES L	$180,500	$166.06
21	CHESTNUT ST	NYGAARD DANTON D &	$201,600	$185.47
21	CHESTNUT ST	NAQUI ALI &	$193,400	$177.93
21	CHESTNUT ST	YINDRA SARA R	$213,000	$195.96
21	CHESTNUT ST	ANDERSON KARIN	$193,400	$177.93
21	CHESTNUT ST	CURTIN TERESA ANN &	$223,000	$205.16
21	CHESTNUT ST	HAMM LARRY F &	$206,300	$189.80
21	CHESTNUT ST	KRUG ROBERT E WWII VET BLIND &	$206,600	$190.07
21	CHESTNUT ST	SCHWELLENBACH JAMES C &	$206,300	$189.80
21	CHESTNUT ST	MCCARTHY SYBIL R &	$226,600	$208.47
21	CHESTNUT ST	HARDING ALICIA &	$251,400	$231.29
21	CHESTNUT ST	GREENLEAF NANCY P	$216,500	$199.18
21	CHESTNUT ST	FREDERICK LINDEN D &	$246,300	$226.60
21	CHESTNUT ST	PORTA NEIL	$266,600	$245.27
21	CHESTNUT ST	COTSIRILOS STEPHANIE G	$330,000	$303.60
21	CHESTNUT ST	WILLIAMS JAN &	$325,000	$299.00
21	CHESTNUT ST	BUSQUE PETER J	$312,900	$287.87
21	CHESTNUT ST	DUNDAR ERGUN	$164,300	$151.16
21	CHESTNUT ST	NICHOLS VAL E &	$156,800	$144.26
21	CHESTNUT ST	CASSEL CHRISTINE &	$181,400	$166.89
21	CHESTNUT ST	CASTANEA PRIME LLC	$164,500	$151.34
21	CHESTNUT ST	FRAZER LORINDA JANE TRUSTEE	$196,800	$181.06
21	CHESTNUT ST	MATTOZZI BONNIE &	$169,300	$155.76
21	CHESTNUT ST	FULLAM CHARLOTTE	$219,000	$201.48
21	CHESTNUT ST	HUMSTONE ELIZABETH	$181,800	$167.26
21	CHESTNUT ST	MCCULLEY CLYDE &	$212,400	$195.41
21	CHESTNUT ST	EISENBERG AVNER &	$189,600	$174.43
1	CITY CTR	ONE CITY CENTER ASSOCIATES LLC	$29,070,000	$26,744.40
2	CITY CTR	MDA LLC	$3,327,900	$3,061.67
4	CITY CTR	FOUR CITY CENTER	$1,008,200	$927.54
6	CITY CTR	CHASE CUSTOM HOMES &	$2,303,000	$2,118.76
10	CITY CTR	MINA BUILDING LLC	$977,400	$899.21
24	CITY CTR	BROWN J B & SONS	$906,800	$834.26
26	CITY CTR	BROWN J B & SONS	$627,700	$577.48
28	CITY CTR	BROWN J B & SONS	$323,600	$297.71
30	CITY CTR	RODWAY PETER E &	$304,700	$280.32
57	COMMERCIAL ST	OLYMPIA EQUITY INVESTORS V LLC	$10,717,000	$9,859.64
84	COMMERCIAL ST	FINLEY JAMES R &	$537,500	$494.50
90	COMMERCIAL ST	PROPRIETORS OF CUSTOM HOUSE	$269,400	$247.85
94	COMMERCIAL ST	BMC INC	$1,127,400	$1,037.21
100	COMMERCIAL ST	SOLEY WHARF LLC	$5,557,100	$5,112.53
111	COMMERCIAL ST	BLANCHARD BLOCK LLC	$1,509,600	$1,388.83
121	COMMERCIAL ST	MAD COW LLC	$401,200	$369.10
129	COMMERCIAL ST	RSB LIMITED LIABILITY COMPANY	$781,200	$718.70
136	COMMERCIAL ST	CARROLL BLOCK LLC	$2,249,700	$2,069.72
144	COMMERCIAL ST	DIMILLO ARLENE ETALS TRUSTEES	$4,339,000	$3,991.88
145	COMMERCIAL ST	FLEMING CREEK LLC ETALS	$6,509,400	$5,988.65
161	COMMERCIAL ST	ROB DOG REALTY LLC	$1,265,900	$1,164.63
185	COMMERCIAL ST	COMPARK LLC	$217,280	$199.90

205	COMMERCIAL ST	LANDFALL LLC	$695,800	$640.14
211	COMMERCIAL ST	GRANITE FACE LLC	$2,205,900	$2,029.43
217	COMMERCIAL ST	217 COMMERCIAL STREET	$2,637,500	$2,426.50
218	COMMERCIAL ST	PROPRIETORS OF UNION WHARF	$239,080	$219.95
225	COMMERCIAL ST	225 COMMERCIAL ST ASSOC INC	$2,043,400	$1,879.93
230	COMMERCIAL ST	PROPRIETORS OF UNION WHARF	$45,130	$41.52
241	COMMERCIAL ST	SLM PROPERTIES INC	$1,586,800	$1,459.86
245	COMMERCIAL ST	CASCO VIEW HOLDINGS LLC	$3,849,700	$3,541.72
250	COMMERCIAL ST	CM WATERFRONT PROPERTIES LLC	$2,111,800	$1,942.86
260	COMMERCIAL ST	WATERFRONT MAINE BT LLC	$1,194,800	$1,099.22
269	COMMERCIAL ST	MGM OLD PORT LLC	$135,200	$124.38
269	COMMERCIAL ST	MARR JEAN	$137,600	$126.59
269	COMMERCIAL ST	GREEN DESIGN LLC	$150,500	$138.46
269	COMMERCIAL ST	MCDEVITT JERRY S	$143,600	$132.11
269	COMMERCIAL ST	GAGNON TROY R &	$139,900	$128.71
269	COMMERCIAL ST	SERAICHICK PETER J &	$147,600	$135.79
269	COMMERCIAL ST	CAMPBELL STEVEN	$140,900	$129.63
269	COMMERCIAL ST	RICE LEE P	$133,900	$123.19
269	COMMERCIAL ST	LEWIS LAWRENCE &	$151,400	$139.29
269	COMMERCIAL ST	HUDON WILFRED R	$140,400	$129.17
269	COMMERCIAL ST	CONKLIN HENRY C	$170,000	$156.40
269	COMMERCIAL ST	TUCKER HAROLD W III	$143,900	$132.39
269	COMMERCIAL ST	SERNOFFSKY SUSAN	$124,000	$114.08
269	COMMERCIAL ST	EADS TYLER G &	$140,000	$128.80
269	COMMERCIAL ST	MCDEVITT JOHN J IV	$168,100	$154.65
269	COMMERCIAL ST	KIMBLE ELLEN SUE	$127,200	$117.02
269	COMMERCIAL ST	LOWRY KATE	$141,900	$130.55
269	COMMERCIAL ST	WONG ROCKET &	$149,000	$137.08
269	COMMERCIAL ST	BERG ERIC O JR TRUSTEE	$160,100	$147.29
269	COMMERCIAL ST	TARBOX JEFFERY H	$174,500	$160.54
269	COMMERCIAL ST	TALBOT CHELSEA E &	$155,000	$142.60
269	COMMERCIAL ST	WRIGHT HARRY C III &	$198,800	$182.90
269	COMMERCIAL ST	FLAHERTY CHRISTOPHER F	$173,800	$159.90
269	COMMERCIAL ST	MANN CHRISTIANA E	$150,500	$138.46
269	COMMERCIAL ST	MCNULTY BEVIN A	$280,300	$257.88
269	COMMERCIAL ST	JKC LLC	$257,100	$236.53
305	COMMERCIAL ST	BAXTER PLACE LLC	$6,327,600	$5,821.39
311	COMMERCIAL ST	BROWN J B & SONS	$10,745,300	$9,885.68
10	CONGRESS SQ	PLAZA ASSOCIATES AT CONGRESS	$10,029,900	$9,227.51
385	CONGRESS ST	METRO MEDIA PROPERTIES LLC	$2,349,540	$2,161.58
390	CONGRESS ST	PRESS HOTEL LLC	$4,518,200	$4,156.74
396	CONGRESS ST	A & M PARTNERS INC	$9,182,100	$8,447.53
415	CONGRESS ST	415 CONGRESS STREET	$3,497,000	$3,217.24
439	CONGRESS ST	METROPOLITAN APARTMENTS LLC	$3,734,300	$3,435.56
443	CONGRESS ST	JJR 443 CONGRESS LLC	$2,973,400	$2,735.53
465	CONGRESS ST	5 MONUMENT SQUARE LLC	$4,928,900	$4,534.59
477	CONGRESS ST	477 TIME & TEMPERATURE LLC	$5,280,500	$4,858.06
480	CONGRESS ST	SCIOTO DARBY INVESTMENTS INC	$983,700	$905.00
481	CONGRESS ST	477 TIME & TEMPERATURE LLC	$77,500	$71.30
481	CONGRESS ST	477 TIME & TEMPERATURE LLC	$850,300	$782.28
482	CONGRESS ST	BG CARLETON 2/14/91 LLC &	$3,125,600	$2,875.55
486	CONGRESS ST	BARTHE DONNA	$316,000	$290.72
489	CONGRESS ST	MHS INC	$1,226,800	$1,128.66
490	CONGRESS ST	GRACE LLC	$232,600	$213.99
492	CONGRESS ST	ZILKHA MICHAEL S	$260,600	$239.75
498	CONGRESS ST	BEAVER BLOCK LLC	$648,500	$596.62
500	CONGRESS ST	MATERIAL OBJECTS	$177,800	$163.58

500	CONGRESS ST	BARBA NANCY L	$188,600	$173.51
504	CONGRESS ST	KAPLAN 504 LLC	$1,176,200	$1,082.10
510	CONGRESS ST	CENTER CITY PLAZA ASSOC	$3,628,400	$3,338.13
511	CONGRESS ST	511 PLAZA LIMITED PARTNERSHIP	$9,511,500	$8,750.58
516	CONGRESS ST	PACHIOS BROTHERS II LLC	$834,200	$767.46
519	CONGRESS ST	MAINE CHARITABLE MECHANIC	$595,870	$548.20
531	CONGRESS ST	HEGA REALTY LLC	$1,388,800	$1,277.70
531	CONGRESS ST	HEGA REALTY LLC	$2,068,100	$1,902.65
531	CONGRESS ST	HEGA REALTY LLC	$1,639,100	$1,507.97
531	CONGRESS ST	HEGA REALTY LLC	$1,753,700	$1,613.40
531	CONGRESS ST	GRANT SUMNER M &	$433,300	$398.64
531	CONGRESS ST	HEGA REALTY LLC	$336,500	$309.58
531	CONGRESS ST	SHOREY LINDA J &	$491,400	$452.09
531	CONGRESS ST	HEGA REALTY LLC	$806,600	$742.07
531	CONGRESS ST	MAGUIRE MICHAEL P &	$601,500	$553.38
531	CONGRESS ST	HEGA REALTY LLC	$396,800	$365.06
531	CONGRESS ST	HEGA REALTY LLC	$397,600	$365.79
531	CONGRESS ST	HEGA REALTY LLC	$539,500	$496.34
531	CONGRESS ST	HEGA REALTY LLC	$310,900	$286.03
531	CONGRESS ST	PAPAGNI CHRISTOPHER	$439,600	$404.43
536	CONGRESS ST	PICKWICK PROPERTIES	$926,100	$852.01
540	CONGRESS ST	540 CONGRESS STREET LLC	$2,152,700	$1,980.48
540	CONGRESS ST	540 CONGRESS STREET LLC	$142,900	$131.47
540	CONGRESS ST	540 CONGRESS STREET LLC	$145,400	$133.77
540	CONGRESS ST	540 CONGRESS STREET LLC	$142,900	$131.47
540	CONGRESS ST	504 CONGRESS STREET LLC	$160,700	$147.84
545	CONGRESS ST	R & J 545 PARTNERS LLC	$142,800	$131.38
545	CONGRESS ST	R & J 545 PARTNERS LLC	$150,900	$138.83
545	CONGRESS ST	R & J 545 PARTNERS LLC	$161,700	$148.76
547	CONGRESS ST	MOULTON THOMAS W	$638,000	$586.96
547	CONGRESS ST	MARTIN ROGER	$132,100	$121.53
547	CONGRESS ST	LIPPMANN AMY TRUSTEE	$123,900	$113.99
547	CONGRESS ST	RUSSMAN BRETT	$145,500	$133.86
547	CONGRESS ST	WHEELER-BERTA FRANNIE	$204,700	$188.32
547	CONGRESS ST	CAREY EDGAR J II	$143,500	$132.02
547	CONGRESS ST	FRIEDMAN EDWARD M	$199,700	$183.72
547	CONGRESS ST	MACE F CHARLES	$194,400	$178.85
547	CONGRESS ST	PACKARD JEFFREY G &	$266,800	$245.46
547	CONGRESS ST	FITZPATRICK SUSAN E	$197,900	$182.07
547	CONGRESS ST	GRANO ROBERT C TRUSTEE	$160,200	$147.38
547	CONGRESS ST	TYSON BRUCE &	$270,800	$249.14
547	CONGRESS ST	HENRY MICHAEL T &	$592,400	$545.01
547	CONGRESS ST	INNFREE LLC	$254,100	$233.77
550	CONGRESS ST	NEVERMORE LLC	$480,400	$441.97
551	CONGRESS ST	551 CONGRESS STREET LLC	$848,900	$780.99
553	CONGRESS ST	ROCCO HOLDINGS LLC	$325,100	$299.09
555	CONGRESS ST	CORRYMORE ZELLERTON LLC	$355,600	$327.15
559	CONGRESS ST	HER LLC	$287,700	$264.68
562	CONGRESS ST	TERBAX REALTY INC	$5,095,800	$4,688.14
565	CONGRESS ST	PACHIOS BROTHERS I LLC &	$1,821,300	$1,675.60
570	CONGRESS ST	PRIDE RALPH H TRUSTEE	$542,700	$499.28
574	CONGRESS ST	574 ASSOCIATES LLC	$191,800	$176.46
575	CONGRESS ST	571 ENTERPRISES LLC	$402,200	$370.02
576	CONGRESS ST	574 ASSOCIATES LLC	$185,800	$170.94
578	CONGRESS ST	578 CONGRESS LLC	$219,400	$201.85
580	CONGRESS ST	BBB INC	$536,300	$493.40
582	CONGRESS ST	584 CONGRESS STREET LLC	$217,000	$199.64

584	CONGRESS ST	584 CONGRESS ST LLC	$137,000	$126.04
585	CONGRESS ST	TRUSIANI ANNAMARIE & PAUL J	$1,337,300	$1,230.32
594	CONGRESS ST	FITZGIBBONS VIRGINIA S &	$802,600	$738.39
600	CONGRESS ST	RICE GEOFFREY I	$878,100	$807.85
606	CONGRESS ST	RICE GEOFFREY I	$248,200	$228.34
608	CONGRESS ST	19 SOUTH STREET LLC	$289,700	$266.52
610	CONGRESS ST	19 SOUTH STREET LLC	$328,800	$302.50
612	CONGRESS ST	BLUE BAY LLC	$282,400	$259.81
616	CONGRESS ST	614 CONGRESS STREET LLC	$1,029,200	$946.86
619	CONGRESS ST	BAXTER LIBRARY LP	$2,502,600	$2,302.39
622	CONGRESS ST	STONE COAST PROPERTIES LLC	$913,300	$840.24
625	CONGRESS ST	BURNHAM ARMS ANNEX LLC	$227,500	$209.30
626	CONGRESS ST	PARK WONBAE &	$810,700	$745.84
629	CONGRESS ST	BURNHAM ARMS ANNEX LLC	$160,400	$147.57
633	CONGRESS ST	BURNHAM ARMS LLC	$2,218,100	$2,040.65
638	CONGRESS ST	638 CONGRESS STREET	$5,101,800	$4,693.66
645	CONGRESS ST	BAYSIDE MAINE LLC	$3,783,700	$3,481.00
653	CONGRESS ST	RICE GEOFFREY TRUSTEE	$235,600	$216.75
655	CONGRESS ST	TRELAWNY 657 LLC	$5,222,500	$4,804.70
656	CONGRESS ST	RICE GEOFFREY I	$843,000	$775.56
660	CONGRESS ST	A K LONGFELLOW LLC	$309,300	$284.56
664	CONGRESS ST	RANS LLC	$464,900	$427.71
667	CONGRESS ST	MSD PROPERTIES LLC	$671,500	$617.78
670	CONGRESS ST	LONGFELLOW SQUARE	$611,700	$562.76
671	CONGRESS ST	DOUKAS ANDREW J &	$169,900	$156.31
673	CONGRESS ST	DOUKAS ANDREW J	$147,700	$135.88
675	CONGRESS ST	DOUKAS WILLIAM B	$367,700	$338.28
8	COTTON ST	MAXFLO LLC	$1,862,500	$1,713.50
24	COTTON ST	CASCO VIEW HOLDINGS III LLC	$729,500	$671.14
19	CROSS ST	CASCO VIEW HOLDINGS II LLC	$6,759,000	$6,218.28
320	CUMBERLAND AVE	25 PREBLE STREET LLC	$6,259,500	$5,758.74
338	CUMBERLAND AVE	THREE FORTY ASSOCIATES LLC	$1,811,700	$1,666.76
360	CUMBERLAND AVE	SWAN DAVID C	$465,800	$428.54
380	CUMBERLAND AVE	THREE EIGHTY CUMBERLAND	$1,807,000	$1,662.44
7	CUSTOM HOUSE ST	OLYMPIA EQUITY	$5,902,300	$5,430.12
1	DANA ST	ONE DANA LLC	$902,700	$830.48
7	DANA ST	TRANSMAINE	$665,700	$612.44
10	DANA ST	10 DANA STREET LLC	$1,254,500	$1,154.14
1	DANFORTH ST	GIOBBI ARCHIE S &	$394,000	$362.48
10	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	$1,003,100	$922.85
20	DANFORTH ST	BROWN J B & SONS	$2,818,400	$2,592.93
1	EXCHANGE ST	ELEVEN EXCHANGE LLC	$517,600	$476.19
5	EXCHANGE ST	ELEVEN EXCHANGE LLC	$619,500	$569.94
9	EXCHANGE ST	ELEVEN EXCHANGE LLC	$1,421,700	$1,307.96
10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	$2,133,700	$1,963.00
30	EXCHANGE ST	MAINELAND REAL ESTATE	$683,100	$628.45
31	EXCHANGE ST	B & C LIMITED	$1,027,000	$944.84
34	EXCHANGE ST	PALACCI SION &	$815,400	$750.17
39	EXCHANGE ST	PALACCI ALBERT	$949,600	$873.63
44	EXCHANGE ST	44 EXCHANGE STREET LLC	$1,679,900	$1,545.51
44	EXCHANGE ST	COW PLAZA 1 LLC	$247,500	$227.70
45	EXCHANGE ST	45 EXCHANGE STREET LLC	$2,130,900	$1,960.43
49	EXCHANGE ST	PALACCI ALBERT	$567,400	$522.01
50	EXCHANGE ST	FITZGIBBONS VIRGINIA S &	$593,000	$545.56
52	EXCHANGE ST	OLD PORT ARMS	$1,557,200	$1,432.62
53	EXCHANGE ST	PALACCI ALBERT	$1,176,800	$1,082.66
57	EXCHANGE ST	57 EXCHANGE STREET LLC	$2,906,700	$2,674.16

80	EXCHANGE ST	MURAL ASSOCIATES	$1,795,300	$1,651.68
85	EXCHANGE ST	TOP OF EXCHANGE LLC	$2,548,400	$2,344.53
88	EXCHANGE ST	WHALEBACK ASSOCIATES LLC	$710,800	$653.94
92	EXCHANGE ST	MAINESCAPE PROPERTIES LLC	$568,300	$522.84
93	EXCHANGE ST	TOP OF EXCHANGE LLC	$1,430,600	$1,316.15
97	EXCHANGE ST	TOP OF EXCHANGE LLC	$1,959,500	$1,802.74
102	EXCHANGE ST	PALACCI JOSEPH	$848,700	$780.80
106	EXCHANGE ST	RICH BUILDING LLC	$682,000	$627.44
107	EXCHANGE ST	TOP OF EXCHANGE LLC	$918,700	$845.20
110	EXCHANGE ST	THE ONETEN COMPANY LLC	$1,176,600	$1,082.47
277	FORE ST	287 FORE STREET LLC	$321,580	$295.85
280	FORE ST	OLYMPIA EQUITY	$12,880,800	$11,850.34
288	FORE ST	EAST BROWN COW LIMITED	$1,103,000	$1,014.76
291	FORE ST	NOVICK SAMUEL L	$812,000	$747.04
300	FORE ST	OLYMPIA EQUITY	$497,800	$457.98
300	FORE ST	FOREST300 LLC	$229,300	$210.96
300	FORE ST	OLYMPIA EQUITY	$98,000	$90.16
300	FORE ST	OLYMPIA EQUITY	$70,000	$64.40
320	FORE ST	FORE STREET INVESTMENTS LLC	$162,100	$149.13
320	FORE ST	FORE STREET INVESTMENTS LLC	$167,700	$154.28
320	FORE ST	FORE STREET INVESTMENTS LLC	$122,100	$112.33
320	FORE ST	FORE STREET INVESTMENTS LLC	$138,200	$127.14
320	FORE ST	FORE STREET INVESTEMENTS LLC	$392,100	$360.73
330	FORE ST	J & R VENTURES LLC	$445,700	$410.04
334	FORE ST	PORT CITY APARTMENTS	$401,100	$369.01
336	FORE ST	DOCK FORE INC	$348,000	$320.16
340	FORE ST	ADB REATLY LLC	$120,000	$110.40
340	FORE ST	HAYEK LEE-ANN C TRUSTEE	$128,000	$117.76
340	FORE ST	ANGOFF RONALD &	$220,000	$202.40
340	FORE ST	ABD REALTY LLC	$141,500	$130.18
340	FORE ST	ADB REALTY LLC	$65,900	$60.63
341	FORE ST	JACKSON MICHAEL	$140,700	$129.44
341	FORE ST	O'CONNOR DENNIS R III &	$127,400	$117.21
341	FORE ST	R & L LLC	$146,800	$135.06
341	FORE ST	CHILDS DONNA W	$140,700	$129.44
341	FORE ST	PENDERS JOHN F IV	$128,600	$118.31
341	FORE ST	KELLER BENJAMIN R &	$139,100	$127.97
341	FORE ST	ALAGIC SUAD	$130,700	$120.24
341	FORE ST	TIRPOK ANDREW G JR ETALS	$129,900	$119.51
341	FORE ST	KNECHT GERALD C	$397,500	$365.70
341	FORE ST	BOOTHBY SQUARE PROPERTIES LLC	$180,000	$165.60
341	FORE ST	BOOTHBY SQUARE PROPERTIES LLC	$118,100	$108.65
363	FORE ST	ELEVEN EXCHANGE LLC	$883,400	$812.73
366	FORE ST	MCGEE CHARLES T &	$2,321,400	$2,135.69
375	FORE ST	ELEVEN EXCHANGE LLC	$467,200	$429.82
375	FORE ST	ELEVEN EXCHANGE LLC	$451,000	$414.92
379	FORE ST	ELEVEN EXCHANGE LLC	$648,800	$596.90
386	FORE ST	386 FORE STREET LLC	$1,197,900	$1,102.07
392	FORE ST	PFEFFER RICHARD A &	$864,600	$795.43
395	FORE ST	395 FORE STREET LLC	$912,300	$839.32
396	FORE ST	BEER GUYS LLC	$166,400	$153.09
396	FORE ST	BEER GUYS LLC	$180,300	$165.88
396	FORE ST	BEER GUYS LLC	$228,300	$210.04
396	FORE ST	BEER GUYS LLC	$151,600	$139.47
398	FORE ST	FORE STREET PARTNERSHIP	$375,100	$345.09
398	FORE ST	FORE STREET PROPERTIES	$300,000	$276.00
398	FORE ST	INGALLS ROGER E	$271,600	$249.87

398	FORE ST	INGALLS ROGER E	$271,600	$249.87
414	FORE ST	GOULD COMPANY LLC	$601,300	$553.20
416	FORE ST	420 FORE LLC	$479,000	$440.68
422	FORE ST	HARDING RICHARD B ETAL	$450,100	$414.09
424	FORE ST	SOLETSKY LIMITED LIABILITY CO	$828,700	$762.40
425	FORE ST	COW PLAZA GARAGE LLC	$5,931,300	$5,456.80
425	FORE ST	BANGOR SAVINGS BANK	$85,000	$78.20
428	FORE ST	428 FORE STREET LLC	$756,200	$695.70
432	FORE ST	DREAM PORT 3 LLC	$423,200	$389.34
433	FORE ST	COW PLAZA HOTEL LLC	$11,204,500	$10,308.14
434	FORE ST	DREAM PORT 3 LLC	$493,300	$453.84
436	FORE ST	DREAM PORT 3 LLC	$1,275,000	$1,173.00
446	FORE ST	DREAM PORT 3 LLC	$1,000,500	$920.46
468	FORE ST	HARBOR PLAZA ASSOCIATES II	$7,658,200	$7,045.54
468	FORE ST	DICTAR ASSOCIATES II	$2,360,900	$2,172.03
470	FORE ST	DICTAR ASSOCIATES II	$2,148,000	$1,976.16
481	FORE ST	RREEF AMERICA REIT III CORP Z4	$3,459,400	$3,182.65
486	FORE ST	RREEF AMERICA REIT III CORP Z4	$3,130,830	$2,880.36
7	FOREST AVE	D & D PARTNERS LLC	$372,500	$342.70
11	FOREST AVE	PACHIOS BROTHERS I LLC &	$499,480	$459.52
25	FOREST AVE	PORTLAND STAGE COMPANY	$822,900	$757.07
28	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	$197,750	$181.93
32	FOREST AVE	RB PORTLAND LLC	$162,900	$149.87
32	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	$175,560	$161.52
39	FOREST AVE	39 LLC	$2,957,100	$2,720.53
45	FOREST AVE	NORTHERN NEW ENGLAND	$10,420,800	$9,587.14
10	FREE ST	JBG&H ASSOCIATES	$2,933,800	$2,699.10
10	FREE ST	SOUTHERN MAINE PROPERTIES CO	$713,300	$656.24
22	FREE ST	FREE STREET ASSOCIATES LLC	$2,519,500	$2,317.94
23	FREE ST	ONE CITY CENTER ASSOCIATES LLC	$6,584,700	$6,057.92
41	FREE ST	SURPLUS STORE INC	$117,920	$108.49
46	FREE ST	NEW GMN INC	$2,359,200	$2,170.46
59	FREE ST	JBG & H ASSOCIATES	$448,260	$412.40
110	FREE ST	MAINEHEALTH	$730,800	$672.34
110	FREE ST	MAINEHEALTH	$1,032,900	$950.27
110	FREE ST	MAINEHEALTH	$43,300	$39.84
110	FREE ST	MAINEHEALTH	$239,500	$220.34
120	FREE ST	MAINEHEALTH	$586,840	$539.89
128	FREE ST	ARCAND PROPERTIES LLC	$305,000	$280.60
130	FREE ST	MAINEHEALTH	$723,380	$665.51
133	FREE ST	HUBBARD'S APTS INC	$532,700	$490.08
1	GOLD ST	ADNERB PROPERTIES LLC	$154,800	$142.42
3	GOLD ST	MAINE BODYWORKS LLC	$157,000	$144.44
93	HIGH ST	GREATER PORTLAND	$730,600	$672.15
106	HIGH ST	THIDWICK LLC	$409,300	$376.56
110	HIGH ST	ONE HUNDRED AND TEN HIGH ST	$382,800	$352.18
116	HIGH ST	CUMBERLAND CLUB	$1,317,200	$1,211.82
122	HIGH ST	PACIFIC & SOUTHERN COMPANY INC	$79,500	$73.14
122	HIGH ST	GANNETT KENTUCKY LIMITED	$813,050	$748.01
128	HIGH ST	PACIFIC & SOUTHERN COMPANY INC	$2,817,500	$2,592.10
142	HIGH ST	STONE COAST PROPERTIES LLC	$4,127,000	$3,796.84
157	HIGH ST	RB PORTLAND LLC	$34,831,300	$32,044.80
173	HIGH ST	181 HIGH STREET LLC	$8,309,400	$7,644.65
30	MARKET ST	E L C INC	$511,600	$470.67
36	MARKET ST	36 MARKET ST	$661,600	$608.67
42	MARKET ST	OCEAN BLOCK ASSOCIATES	$809,900	$745.11
43	MARKET ST	PORTLAND REGENCY INC	$285,520	$262.68

46	MARKET ST	MARKET MILK PARTNERS LLC	$721,900	$664.15
75	MARKET ST	WHOLLY COW LLC	$3,643,900	$3,352.39
77	MARKET ST	85 MARKET STREET LLC	$1,647,500	$1,515.70
100	MIDDLE ST	MIDDLE STREET OFFICE TOWER A	$17,130,000	$15,759.60
100	MIDDLE ST	MIDDLE STREET OFFICE TOWER B	$16,178,000	$14,883.76
111	MIDDLE ST	VENTURE III HOLDINGS LLC	$200,100	$184.09
115	MIDDLE ST	BROTHERS THREE LLC	$648,300	$596.44
121	MIDDLE ST	123 LLC	$2,738,300	$2,519.24
130	MIDDLE ST	ELC LIMITED LIABILITY COMPANY	$5,763,200	$5,302.14
131	MIDDLE ST	RACKLEFF BLOCK LLC	$2,168,800	$1,995.30
150	MIDDLE ST	CEDRONE RONALD M	$328,300	$302.04
150	MIDDLE ST	GOLDEN PEGGY	$329,700	$303.32
150	MIDDLE ST	IN FIRM GROUP THE	$290,700	$267.44
150	MIDDLE ST	IN FIRM GROUP THE	$290,700	$267.44
150	MIDDLE ST	FRANK PATRICK J JR	$168,400	$154.93
150	MIDDLE ST	COTSIRILOS BORLAND LLC	$150,800	$138.74
150	MIDDLE ST	MEIL JOAN F &	$158,900	$146.19
150	MIDDLE ST	DURRELL KATHERINE A &	$143,400	$131.93
150	MIDDLE ST	ERNEST PAUL W &	$167,400	$154.01
150	MIDDLE ST	FRANK JANE C	$166,800	$153.46
150	MIDDLE ST	COHEN ARTHUR C & THELMA JTS	$143,300	$131.84
150	MIDDLE ST	JOHNS F ARTHUR T	$168,400	$154.93
150	MIDDLE ST	HARVARD EILEEN W	$139,600	$128.43
150	MIDDLE ST	MILLS S PETER	$137,100	$126.13
150	MIDDLE ST	MILLS S PETER	$160,900	$148.03
150	MIDDLE ST	MOUMENE MISSOUM &	$178,400	$164.13
150	MIDDLE ST	LINDQUIST PETER R &	$150,800	$138.74
150	MIDDLE ST	BELL KEVIN P &	$158,900	$146.19
150	MIDDLE ST	THORNTON JAMES M	$153,400	$141.13
150	MIDDLE ST	WESTERVELT MARIANNE V	$167,400	$154.01
150	MIDDLE ST	M & B 101 INC	$166,800	$153.46
150	MIDDLE ST	M & B 101 INC	$143,300	$131.84
150	MIDDLE ST	HENDERSON HAROLD L &	$145,800	$134.14
150	MIDDLE ST	HARDING WILLIAM TRUSTEE	$149,600	$137.63
150	MIDDLE ST	WALTER MARIA L TRUSTEE	$137,100	$126.13
150	MIDDLE ST	MACBRIDE JENNIFER L	$160,900	$148.03
150	MIDDLE ST	FINDLAY JOHN D JR	$178,400	$164.13
150	MIDDLE ST	FISHER LAURIE	$150,800	$138.74
150	MIDDLE ST	CAMP PETER S	$158,900	$146.19
150	MIDDLE ST	MILLS S PETER	$153,400	$141.13
150	MIDDLE ST	GIUSTRA BETSY M TRUSTEE	$167,400	$154.01
150	MIDDLE ST	FONTANA RAYMOND J JR	$166,800	$153.46
150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	$143,300	$131.84
150	MIDDLE ST	MONTGOMERY JORDAN	$145,800	$134.14
150	MIDDLE ST	NEAL EARL B	$149,600	$137.63
150	MIDDLE ST	GREENZWEIG NEIL TRUSTEE	$137,100	$126.13
150	MIDDLE ST	GIOVINE DONATO &	$160,900	$148.03
150	MIDDLE ST	MIRS PROPERTIES LLC	$799,300	$735.36
150	MIDDLE ST	DUNKERLY ALLAN S TRUSTEE	$402,900	$370.67
150	MIDDLE ST	242 NEWRY PARTNERS	$188,500	$173.42
150	MIDDLE ST	242 NEWRY PARTNERS	$188,500	$173.42
150	MIDDLE ST	DUNKERLY MARY V	$10,100	$9.29
150	MIDDLE ST	GIUSTRA BETSY M TRUSTEE	$5,100	$4.69
150	MIDDLE ST	LINDQUIST PETER R &	$10,400	$9.57
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	IN FIRM GROUP THE	$10,100	$9.29

150	MIDDLE ST	IN FIRM GROUP THE	$10,100	$9.29
150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	$10,100	$9.29
150	MIDDLE ST	MCGOLDRICK RICHARD J	$10,100	$9.29
150	MIDDLE ST	FRANK JANE C	$10,100	$9.29
150	MIDDLE ST	FRANK PATRICK J JR	$10,100	$9.29
150	MIDDLE ST	INFIRM GROUP	$10,100	$9.29
150	MIDDLE ST	MILLS S PETER	$10,100	$9.29
150	MIDDLE ST	ERNEST PAUL W &	$10,100	$9.29
150	MIDDLE ST	FINDLAY JOHN D JR	$10,100	$9.29
150	MIDDLE ST	MACBRIDE JENNIFER L	$10,100	$9.29
150	MIDDLE ST	CAMP PETER S	$10,100	$9.29
150	MIDDLE ST	CEDRONE RONALD M	$10,100	$9.29
150	MIDDLE ST	CEDRONE RONALD M	$10,100	$9.29
150	MIDDLE ST	THORNTON JAMES M	$10,100	$9.29
150	MIDDLE ST	DUNKERLY ALLAN S &	$10,100	$9.29
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	MIRS PROPERTIES LLC	$10,100	$9.29
150	MIDDLE ST	HARDING WILLIAM TRUSTEE	$10,100	$9.29
150	MIDDLE ST	SHIPYARD INC	$10,100	$9.29
150	MIDDLE ST	SHIPYARD INC	$10,100	$9.29
164	MIDDLE ST	164 REALTY LLC	$1,232,900	$1,134.27
178	MIDDLE ST	BUCKSTAR LLC	$1,963,200	$1,806.14
182	MIDDLE ST	BUCKSTAR LLC	$53,700	$49.40
183	MIDDLE ST	SHOEMAKER LLC	$683,900	$629.19
183	MIDDLE ST	LEWIS SAUL & ASSOCIATES PC	$549,700	$505.72
183	MIDDLE ST	MORRISSWITZER-BUILDING	$549,700	$505.72
183	MIDDLE ST	SLEEPY HOLLOW DEVELOPMENT INC	$258,360	$237.69
183	MIDDLE ST	ITM REALTY II LLC	$291,340	$268.03
188	MIDDLE ST	BUCKSTAR LLC	$3,411,800	$3,138.86
193	MIDDLE ST	SAVI REALTY LLC	$2,004,200	$1,843.86
4	MILK ST	4 MILK MHR LLC	$1,414,300	$1,301.16
5	MILK ST	MILK STREET ASSOCIATES LLC	$2,561,900	$2,356.95
11	MILK ST	PORTLAND REGENCY INC	$112,080	$103.11
20	MILK ST	PORTLAND REGENCY INC	$7,901,900	$7,269.75
30	MILK ST	OCEAN BLOCK ASSOCIATES	$1,313,700	$1,208.60
0	MONUMENT SQ	TWO MONUMENT WAY ASSOCIATES	$31,700	$29.16
1	MONUMENT SQ	FINARD MURRAY W TR	$7,527,400	$6,925.21
2	MONUMENT SQ	800 NORTHERN CORP	$15,107,800	$13,899.18
6	MONUMENT SQ	PARCHEGGIO LLC	$187,000	$172.04
16	MONUMENT SQ	MCCURTAIN BRADLEY C	$706,700	$650.16
18	MONUMENT SQ	18 MONUMENT SQUARE LLC	$574,700	$528.72
22	MONUMENT SQ	22 MONUMENT SQUARE LLC	$1,679,700	$1,545.32
28	MONUMENT SQ	BUDDE SCOTT &	$770,900	$709.23
28	MONUMENT SQ	STODDARD ROBERT B &	$566,600	$521.27
28	MONUMENT SQ	28 MSQ LLC	$232,300	$213.72
28	MONUMENT SQ	28 MSQ LLC	$246,300	$226.60
28	MONUMENT SQ	28 MSQ LLC	$116,300	$107.00
50	MONUMENT SQ	50 MONUMENT SQUARE LLC	$3,166,400	$2,913.09
1	MONUMENT WAY	ONE MONUMENT WAY LLC	$3,465,500	$3,188.26
4	MOULTON ST	ADRIENNE-JANE INCORPORATED	$3,521,700	$3,239.96
5	MOULTON ST	MOULTON STREET REALTY LLC	$1,924,200	$1,770.26
7	MOULTON ST	7-9 MOULTON LLC	$283,300	$260.64
44	OAK ST	FRYE ASSOCIATES	$1,131,700	$1,041.16
51	OAK ST	MAINE COLLEGE OF ART	$155,430	$143.00

51	OAK ST	MAINE COLLEGE OF ART	$113,720	$104.62
51	OAK ST	MAINE COLLEGE OF ART	$159,130	$146.40
51	OAK ST	MAINE COLLEGE OF ART	$116,560	$107.24
57	OAK ST	NEKOIE BAHMAN &	$77,300	$71.12
72	OAK ST	AVESTA OAK STREET LP	$2,196,400	$2,020.69
81	OAK ST	HEGA REALTY LLC	$338,940	$311.82
84	OAK ST	NORTHEAST REALTY INC	$341,500	$314.18
95	OAK ST	NORTHERN NEW ENGLAND	$209,880	$193.09
25	PEARL ST	25 PEARL MHR LLC	$13,130,600	$12,080.15
31	PEARL ST	130 LIMITED LIABILITY COMPAMY	$4,582,400	$4,215.81
66	PEARL ST	LEADER PROPERTIES LLC	$3,984,200	$3,665.46
75	PEARL ST	WBFM LLC	$1,020,700	$939.04
75	PEARL ST	WOODMAN BUILDING	$571,300	$525.60
75	PEARL ST	WOODMAN BUILDING	$449,000	$413.08
75	PEARL ST	WOODMAN BUILDING	$352,000	$323.84
75	PEARL ST	WOODMAN BUILDING	$461,900	$424.95
75	PEARL ST	WOODMAN BUILDING	$352,000	$323.84
75	PEARL ST	WOODMAN BUILDING	$571,300	$525.60
119	PEARL ST	PEARL CUMBERLAND LLC	$4,265,900	$3,924.63
1	PLEASANT ST	EMSWORTH PROPERTY LLC	$696,700	$640.96
4	PLEASANT ST	GIOBBI ARCHIE S &	$46,020	$42.34
7	PLEASANT ST	7-19 PLEASANT STREET LLC	$392,200	$360.82
9	PLEASANT ST	7-19 PLEASANT STREET LLC	$79,990	$73.59
9	PLEASANT ST	7-19 PLEASANT STREET LLC	$11,760	$10.82
10	PLEASANT ST	GIOBBI CARLO JR	$15,100	$13.89
14	PLEASANT ST	GIOBBI CARLO JR	$250,700	$230.64
15	PLEASANT ST	7-19 PLEASANT STREET LLC	$811,000	$746.12
1	PORTLAND SQ	RREEF AMERICA REIT III CORP Z4	$15,876,300	$14,606.20
1	PORTLAND SQ	PS ONE REALTY LLC	$12,323,400	$11,337.53
2	PORTLAND SQ	RREEF AMERICA REIT III CORP Z4	$25,707,100	$23,650.53
7	PREBLE ST	5 MONUMENT SQUARE LLC	$57,050	$52.49
22	PREBLE ST	477 TIME & TEMPERATURE LLC	$2,153,900	$1,981.59
24	PREBLE ST	24 PREBLE STREET LLC	$1,221,800	$1,124.06
28	PREBLE ST	EARL APARTMENTS LLC	$2,442,400	$2,247.01
0	SHEPLEY ST	511 PLAZA LIMITED PARTNERSHIP	$322,700	$296.88
0	SHEPLEY ST	511 PLAZA LIMITED PARTNERSHIP	$204,630	$188.26
11	SHEPLEY ST	EVERETT CHAMBERS LP	$1,669,800	$1,536.22
25	SILVER ST	PORTLAND REGENCY INC	$600,550	$552.51
37	SILVER ST	WITT-T LLC	$520,400	$478.77
99	SILVER ST	ARENSBERG LEE C TRUSTEE	$120,400	$110.77
99	SILVER ST	TOZESKI DAVID P	$120,600	$110.95
99	SILVER ST	NORRIS BRENDA W	$121,100	$111.41
99	SILVER ST	THOMS DEBORAH L	$118,100	$108.65
99	SILVER ST	JOSEPH JOEY P	$140,200	$128.98
99	SILVER ST	LEDDY JENNIFER M	$114,700	$105.52
99	SILVER ST	LINCOLN STREET PROERTIES LLC	$106,800	$98.26
99	SILVER ST	FISCHER CHRISTOPHER E	$110,000	$101.20
99	SILVER ST	FLOECKHER PETER W &	$130,500	$120.06
99	SILVER ST	COUSINS DAVID A	$127,900	$117.67
99	SILVER ST	BRAGDON BENJAMIN	$123,800	$113.90
99	SILVER ST	BOROWSKI ROBERT B	$125,500	$115.46
99	SILVER ST	DUMAS JOHN L	$125,500	$115.46
99	SILVER ST	BERG HENRY T TRUSTEE	$125,500	$115.46
99	SILVER ST	DODERER WILLIAM K	$125,500	$115.46
99	SILVER ST	HAAG DARYA I	$107,900	$99.27
99	SILVER ST	KINSMAN JESSICA A	$99,900	$91.91
99	SILVER ST	ZURKAN WILLIAM K	$109,100	$100.37

99	SILVER ST	LEDUC SANDRA J & SOREL &	$112,600	$103.59
99	SILVER ST	LINCOLN STREET PROPERTIES LLC	$129,100	$118.77
99	SILVER ST	KINGRA MICHAEL R &	$129,100	$118.77
99	SILVER ST	BHANDARI AMEESH M &	$138,400	$127.33
99	SILVER ST	LITTLEJOHN CLIFTON T	$126,900	$116.75
99	SILVER ST	FITZPATRICK SUSAN E	$125,500	$115.46
99	SILVER ST	VAN PEURSEM CORINNE M	$125,500	$115.46
99	SILVER ST	MANCHESTER CATHLEEN A &	$91,900	$84.55
99	SILVER ST	PEEL BRUCE H	$102,700	$94.48
99	SILVER ST	DEVINE DEREK	$97,500	$89.70
99	SILVER ST	LINCOLN STREET PROPERTIES LLC	$105,500	$97.06
99	SILVER ST	GINTER DAVID R	$101,600	$93.47
99	SILVER ST	SILVER VICTORIA J	$86,100	$79.21
99	SILVER ST	PROSSER JAMES G	$105,600	$97.15
99	SILVER ST	HEALY ROBERT E &	$115,100	$105.89
99	SILVER ST	CHANDLER PETER H JR	$114,000	$104.88
99	SILVER ST	KATZ JAMES &	$379,600	$349.23
99	SILVER ST	PEAK 5 EQUITIES LLC	$406,200	$373.70
99	SILVER ST	GIARUSSO DAVID P SR	$100,000	$92.00
99	SILVER ST	BEAL PROPERTY MANAGEMENT	$100,000	$92.00
88	SPRING ST	LAFAYETTE PORTLAND LLC	$14,531,800	$13,369.26
188	STATE ST	LONGFELLOW SQUARE	$1,164,200	$1,071.06
190	STATE ST	HUCKSTER'S ROW PROPERTIES LLC	$676,800	$622.66
0	TEMPLE ST	11 TEMPLE MHR LLC	$2,590,200	$2,382.98
1	UNION ST	237 COMMERCIAL STREET LLC	$1,333,000	$1,226.36
1	UNION ST	237 COMMERCIAL STREET LLC	$384,000	$353.28
40	UNION ST	CENTRAL MAINE POWER CO	$868,720	$799.22
1	UNION WHARF	PROPRIETORS OF UNION WHARF	$1,351,100	$1,243.01
34	WHARF ST	GVF PROPERTIES LLC	$369,600	$340.03
42	WHARF ST	DREAM PORT 3 LLC	$381,200	$350.70
50	WHARF ST	DREAM PORT 3 LLC	$802,600	$738.39
14	YORK ST	BROWN J B & SONS	$2,264,000	$2,082.88
40	YORK ST	BROWN J B & SONS	$582,080	$535.51
	Total:		**$789,155,180**	**$726,022.84**

Order 259-13/14
~~Feb 20 6-2-14~~
Tab 22 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO MASTER AGREEMENT AND SUPPLEMENTAL SERVICES AGREEMENT WITH PORTLAND'S DOWNTOWN DISTRICT

ORDERED, that the Master Agreement of the Downtown Improvement District Corporation, d/b/a Portland's Downtown District is approved and the City Manager hereby authorized to enter into said agreement, in substantially in the form attached hereto, including the Baseline Services as Exhibit B to the Master Agreement, with Portland's Downtown District to carry out the development plan for the Portland's Downtown Improvement District for the period from and after July 1, 2014 and ending June 30, 2015; and

BE IT FURTHER ORDERED, that the Supplemental Services Agreement of the Downtown Improvement District Corporation, d/b/a Portland's Downtown District is approved and the City Manager hereby authorized to enter into said agreement, substantially in the form attached hereto, with Portland's Downtown District to implement Supplemental Public Works Services as approved in the Fiscal Year 2015 Appropriation Resolve.

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: **Mayor and Members of the City Council**

FROM: **Greg Mitchell, Economic Development Director**

DATE: **May 27, 2014**

SUBJECT: **Portland's Downtown District/Annual Assessment Documents**

1. Order Adopting Development Program for PDD;
2. Order Establishing Yearly Assessments; and,
3. Order Authorizing Master Agreement and Supplemental Services Agreement

SPONSOR: Mark Rees, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
June 2, 2014, for a first reading; June 16, 2014 for a second reading, public hearing, and vote.

Can action be taken at a later date? No

If no, why not? This item needs to be acted upon prior to the start of the City's FY2015.

PRESENTATION: Greg Mitchell/5 Minutes

I. SUMMARY OF ISSUE

Each year in June, the City Council acts upon the following three Orders:

(1) adopting the Development Program for Portland's Downtown District (PDD);
(2) establishing the yearly assessment fees to property owners located within the PDD; and
(3) authorizing the Master Agreement and Supplemental Services Agreement with PDD.

II. REASON FOR SUBMISSION

City Council authorization is needed for the above three actions.

III. INTENDED RESULT

The intended result is for the PDD to have a yearly development program adopted by the City Council, have assessment fees levied to property owners in the District in order for the PDD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize agreements between the PDD and the City for services. The City departments, which are involved in the provision of services to the PDD, have reviewed and approved this year's Master Agreement and Supplemental Services Agreement.

IV. COUNCIL GOAL ADDRESSED

Promote Economic Development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT

This year's assessment of $725,880 will come from special assessments on all real estate in the PDD to fund PDD Development Program expenses for the period July 1, 2014 to June 30, 2015. ***The mill rate to raise this assessment is .92 cents per $1,000 of property value, which has been the same rate for the past five years.***

VI. STAFF ANALYSIS AND RECOMMENDATION

City Staff recommends the City Council approve the three Orders as presented.

VII. LIST OF ATTACHMENTS

1. PDD Development Program for FY15;
2. Listing of Property Owners and Assessment in PDD District; and,
3. Master Agreement; and,
4. Supplemental Services Agreement

MASTER AGREEMENT BETWEEN

THE CITY OF PORTLAND

AND

DOWNTOWN IMPROVEMENT DISTRICT, INC.
D/b/a PORTLAND'S DOWNTOWN DISTRICT

AGREEMENT made by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, hereinafter referred to as the "**CITY**" and the **DOWNTOWN IMPROVEMENT DISTRICT, INC.**, **d/b/a PORTLAND'S DOWNTOWN DISTRICT**, a Maine non-profit corporation, having its office and place of business at Portland, Maine, and doing business as "Portland's Downtown District", hereinafter referred to as the ''**CORPORATION**"

WHEREAS, the **CITY** has established a Downtown Improvement District; and

WHEREAS, the **CITY** desires to have certain services performed by the **CORPORATION**, as described in this Agreement, within the **CITY's** Downtown Improvement District (hereinafter referred to as the ''District''; and

WHEREAS, the **CITY** desires to contract with the **CORPORATION** for the provision of certain services to be provided in the District;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. FINANCIAL CONSIDERATIONS

1. The **CITY** will levy development district assessments on property in the District, as authorized by the City Council and permitted by law. **CITY**-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the **CITY**.

2. For the period commencing July 1, 2014 and ending June 30, 2015 the City will pay the **CORPORATION** in four (4) installments, to reflect the assessments collected by the City, less the **CITY**'s direct and indirect costs, such as, but not limited to, postage, publication, lien costs and costs of delinquent collection. Installment payments will be made on August 11, 2014; October 13, 2014; February 2, 2015; and May 4, 2015.

3. The **CITY** may adjust such payments, after an advisory consultation with representatives of the **CORPORATION**: either (i) in order to equal the net assessments collected; or (ii) in the event of any challenge to the assessments which includes a request for a refund, to withhold such amounts as the Director of Finance may deem necessary to protect the City from any order or judgment requiring it to make a refund.

   In addition to the foregoing, the **CITY** will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by **CITY** shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Master Agreement or Supplemental Services Agreement with the **CITY**. **CITY** will provide the **CORPORATION** with written detail as to any deductions taken from payments under this paragraph.

   The **CORPORATION** shall provide a fiduciary bond, payable to the **CITY**, in the minimum amount of Ten Thousand Dollars ($10,000.00).

4. Advancements made hereunder shall be reimbursed to the **CITY** from receipts from development district assessments, net of any of the costs referred to in Paragraph 2.

5. Notwithstanding the foregoing, **CORPORATION** agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit A, or any subsequent amendments thereto approved by the **CITY**.

6. The **CITY** and the **CORPORATION** have accepted the **CORPORATION's** budget in Exhibit A, covering the period beginning on July 1, 2014, and ending on June 30, 2015, with estimated District revenues from the assessments in the amount of $725,880.

7. The parties agree that the acceptance of the budget by the **CITY** is for planning purposes only and does not obligate the **CITY** to pay the **CORPORATION** said amounts. **CORPORATION** specifically acknowledges the **CITY's** right to either terminate or reduce its payments as provided in Paragraph 2.

8. The **CORPORATION** will provide the Director of Finance with a monthly financial statement in a form acceptable to her, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses. The statement shall be due on or before the fifteenth (15th) day of the month following the month to which it relates. In addition, the books and records of the **CORPORATION** shall be audited annually as of the close of business on the thirtieth (30th) day of June by an independent certified public accountant and his report will be delivered to the Director of Finance.

9. The Director of Finance of the City of Portland will advise the **CORPORATION**, from month to month, of the amounts the **CITY** has collected from the assessments referred to herein, so that the **CORPORATION** can amend its budget to conform with the amount of money which may be available to it from the net proceeds of the development district assessments.

10. The **CITY** will maintain the level of "Basic Services" described in the memorandum which is attached hereto as Exhibit B.

11. The **CORPORATION** shall have reasonable access to the **CITY's** assessment collection records, and the **CITY** shall have reasonable access to the **CORPORATION's** books and records.

12. The Director of Finance shall determine the net amount collected by the City from development district assessments. In determining such amount, she shall deduct from the amounts so collected all costs (whether direct or indirect) incurred by the **CITY** both in establishing and also in administering the development district; all costs of assessments and collections; and, if the **CITY** should collect interest on delinquent assessments, such interest shall not be included in the "net amount collected".

13. The Director of Finance shall determine the "net amount collected from development district assessments" as well as the amount to be withheld by the **CITY** in the event of a challenge which includes a request for a refund. The

CORPORATION may appeal his determination within fourteen (14) days to the **CITY** Manager whose decision will be final.

ARTICLE II. SERVICES

A. ORGANIZATION OF CORPORATION.

The **CORPORATION** will:

1. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

2. Establish positions for administration and management of the program; recruit, hire, and pay and otherwise supervise the work force necessary to implement this charge.

3. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.

4. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between the **CORPORATION** and persons subject to development district assessments regarding the kind and level of services provided by the **CORPORATION**.

5. Provide liaison between the **CITY**, the District, property owners, civic groups, interested persons, and other groups and individuals, as directed by the **CITY** Manager and necessary to insure the successful implementation of District services.

6. Maintain all minutes and records of proceedings as may be required.

B. SERVICES AUTHORIZED TO BE PROVIDED BY CORPORATION.

The **CORPORATION** is authorized to provide the following services to supplement the **CITY's** "Basic Services" as described in Exhibit B.

1. Decorate and beautify public places in the District.

2. Sponsor and promote public events to take place on or in public places in the District.

3. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.

4. Maintain information and directional signing for the District in accordance with applicable City codes and ordinances.

5. Improve public relations, generating favorable publicity for the District.

6. Manage vending activities, kiosks and information booths.

7. Sweep and clean sidewalks in the District.

8. Clean and erase graffiti.

9. Maintain vegetation and greenery in the public areas.

10. Remove trash and litter.

11. Wash, maintain and relocate street furniture, trash cans, drinking fountains, street lanterns, telephones and undertake minor repairs to street furniture.

12. Remove snow.

13. Provide for security of public areas.

14. Carry out the downtown improvement program authorized and approved by the **CITY** Council as set forth in this Agreement.

C. AUTHORITY OF CORPORATION.

Nothing in this Agreement shall be construed to limit the **CORPORATION**'s general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE III. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2014, and continue through, June 30, 2015.

ARTICLE IV. TERMINATION

This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the **CITY** at such time as the **CORPORATION's** performance under this Agreement has been determined in the exclusive judgment of the **CITY** Manager to be unsatisfactory which determination shall not be unreasonable.

If the **CORPORATION** should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the **CITY** Manager specifying such failure, then, upon expiration of the thirty (30) day period, the **CITY** Manager may provide the **CORPORATION** with notice of his intention to terminate the Agreement as provided herein.

The **CORPORATION** shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the **CITY** Manager should determine, at the expiration of the ninety (90) day period, that the **CORPORATION's** performance is still unsatisfactory and declare that the Agreement is terminated, the **CORPORATION** shall have the right to appeal his decision to the City Council.

The appeal to the **CITY** Council shall be filed with the **CITY** Manager within seven (7) days from the date the **CORPORATION** receives the notice of termination.

The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the **CITY** Council has acted on the appeal.

The **CORPORATION** shall be deemed to have good cause to terminate this Agreement if (i) the **CITY**, pursuant to the provisions of Article I, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from July 1, 2014 to December 31, 2014, and January 1, 2015 to June 30, 2015; (ii) if the **CITY** should be more than 30 days in arrears in any payment due hereunder; or (iii) the **CITY** should fail to maintain "Basic Services", as that phrase is defined herein, in a material and substantial way.

In the event the **CORPORATION** should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.

Nothing herein shall be construed as giving the **CORPORATION** the right to perform the work contemplated under this Agreement beyond the time when the **CORPORATION's** services become unsatisfactory as determined by the **CITY** Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the **CITY** Council has affirmed the **CITY** Manager's decision. In case the **CORPORATION** should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of the **CORPORATION** to fulfill its obligations under this Agreement, the **CORPORATION** shall be reimbursed for all services

satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, the **CORPORATION** shall:

A. With respect to existing activities, take only such actions as the **CITY** Manager shall direct;

B. Assign to the **CITY** in the manner, at the times and only to the extent the **CITY**, acting by and through its **CITY** Manager, may direct it to do so, all the rights, title and interest of the **CORPORATION** in and to all existing orders and agreements.

C. To the extent rights, title and interests of the **CORPORATION** in and to existing orders and agreements may be assigned to the **CITY** and accepted by it; obligations incurred on or after such assignment will be assumed by the **CITY**. Otherwise, the **CORPORATION** shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.

D. Deliver to the **CITY**, in the manner, at the times and to the extent directed by the **CITY** Manager, all documents and data produced by the **CORPORATION** as part of or in connection with the work.

ARTICLE V. ASSIGNMENT

The **CORPORATION** covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the **CITY**.

ARTICLE VI. AREA COVERED

The services will be provided by the **CORPORATION** in the area designated by the **CITY** Council as the Downtown Improvement District of the **CITY** (hereinafter the "District"). A description and map thereof are attached as Exhibits C and D respectively and incorporated herein.

ARTICLE VII. STANDARD OF PERFORMANCE

All services performed under this Agreement either by or on behalf of the **CORPORATION** shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the **CITY** Manager.

ARTICLE VIII. MANAGEMENT OF PERFORMANCE

The **CITY**'s Director of Public Services and/or designee and the **CORPORATION'S** Executive Director and/or designee agree to meet and communicate on a monthly basis using a standard

meeting agenda format to address regular topic reviews, including but not limited to quality control in service delivery, updated information on service activities, programs and projects. These services are detailed in this Agreement, its Exhibits, and also in the Supplemental Services Agreement - executed contemporaneously with this Master Agreement - and its Exhibit.

ARTICLE IX. COMPLIANCE WITH LAW

The **CORPORATION** will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. The **CORPORATION** shall include a similar provision in each of its subcontracts.

ARTICLE X. INDEMNIFICATION

The **CORPORATION** shall, at its own cost and expense, defend, indemnify, and hold harmless the **CITY**, its officers, agents, and employees, from and against the following:

(a) to the fullest extent permitted by law, the **CORPORATION** shall indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of the **CORPORATION**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

(b) all claims and liens of the **CORPORATION's** consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers.

Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.

ARTICLE XI. INSURANCE

Neither the **CORPORATION** nor any of its subcontractors shall commence work under this Agreement until they have provided the

insurance coverage required by this Agreement and such coverage has been approved by the **CITY**.

(a) Workers' Compensation Insurance. The **CORPORATION** and its subcontractors shall procure and maintain, at their own expense, and show evidence to the **CITY** of Workers' Compensation Coverage, as well as Employer's Liability Coverage, for their employees. All such policies which are in any way related to the services to be provided hereunder and which are secured and maintained by the **CORPORATION** or any subcontractors shall include clauses requiring that each underwriter shall waive all of its rights of recovery under subrogation or otherwise against the **CITY**. The City shall be named as an additional insured in all such policies.

(b) Prior to the execution of this Agreement, **CORPORATION** will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than Four Hundred Thousand Dollars ($400,000) combined single limit for bodily injury, death, and property damage, and also Worker's Compensation Insurance coverage, naming the **CITY** as an additional insured thereon. an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under ''Addl Insr'', or the like, or which merely states The City of Portland is named as an Additional Insured, will not be acceptable.

(d) Deductible Amount. The **CORPORATION** and its subcontractors will reimburse the **CITY** for any amounts it may be required to pay and hold it harmless from the cost of any losses for which they are responsible and to which a deductible amount may apply. The deductible amount in any such policy may not exceed Two Thousand Five Hundred Dollars ($2,500.00) without the written consent of the **CITY**.

(e) Certificate of Insurance. The **CORPORATION** and its subcontractors will provide the **CITY** with either certificates of insurance or certified copies of the applicable policies, showing that they have complied with these provisions, and such certificates shall

provide that thirty (30) days' written notice of non-renewal, material modification, or cancellation must be given to the **CITY**, prior to the effective date of such non-renewal, material modification, or cancellation.

(f) Claims-made Policies. Claims-made policies will not be accepted.

ARTICLE XII. INDEPENDENT CONTRACTOR

The **CORPORATION** either has or will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Its personnel shall neither include any employee of the **CITY** nor shall such personnel be deemed to have any contractual relationship with the **CITY** by virtue of this Agreement. This Agreement does not prohibit either the **CORPORATION** or the **CITY** from entering into any contractual relationship. The **CORPORATION**, agreeing expressly that its status is that of an independent contractor, further, agrees that no such personnel shall represent or hold himself or herself out to be an officer or employee of the **CITY** either by reason of this Agreement or by reason of his/her employment by the **CORPORATION** or its subcontractors.

ARTICLE XIII. SUBCONTRACTS

The **CORPORATION** may, after thirty (30) days' notice in advance to the **CITY** Manager of its intention to do so, and with his approval, which shall not be unreasonably withheld, subcontract with third parties for the provision of part or all of the public services, including, but not limited to, security services, trash and litter removal, and snow removal, under this Agreement. The **CORPORATION** shall provide the **CITY** with copies of any third party contracts and with any insurance certificates required under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of June, 2014.

WITNESS

_____

CITY OF PORTLAND

By: _____
Mark H. Rees
Its City Manager

WITNESS

_____

DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND'S DOWNTOWN DISTRICT

By: _____
Michael Mastronardi
Its Board Chairman

PORTLAND'S DOWNTOWN DISTRICT FY2015 BUDGET

Board Approved May 15, 2015

Ordinary Income/Expense

Income

ADMIN FEE INCOME-P&S	12,000	
ASSESSMENT INCOME		
CITY ASSESSMENT PROCESSING COST	0	
ASSESSMENT REVENUE	725,880	
NONPROFIT CONTRIBUTIONS	2,500	
EVENT INCOME		
MERRY MADNESS INCOME	12,000	
LIGHT UP YOUR HOLIDAYS INCOME	5,000	
ALIVE AT FIVE INCOME	20,000	
OLD PORT FESTIVAL INCOME	67,000	
SHOP FOR A CAUSE INCOME	0	
PORTLAND WINTERFEST INCOME	20,000	
TOTAL EVENT INCOME		124,000
INTEREST INCOME	150	
LOCAL THUNDER AD REVENUE	1,000	
MISCELLANEOUS INCOME	300	
P&S INCOME	12,000	
P&W INCOME	1,000	
Total Income	**878,830**	

Expense

BANK SERVICE CHARGES	0	
CLEANING	2,995	
CONFERENCES/PROF DEV	2,000	
CONTRACT LABOR	250	
COPIER MAINTENANCE	900	
DEPRECIATION EXPENSE	0	
DUES AND SUBS	3,000	
EMPLOYEE COSTS		
HEALTH/DENTAL INSURANCE	24,000	
LIFE & DISABILITY INSURANCE	3,000	
PAYROLL PROCESSING FEE	1,000	
PAYROLL TAX EXPENSE	16,984	
SIMPLE EXPENSE	3,000	
TOTAL EMPLOYEE COSTS		20,984
EMPLOYEE PARKING & BUS	3,600	
EQUIPMENT EXPENSE	500	
INSURANCE		
DIRECTORS & OFFICERS	600	
GENERAL LIABILITY INCLUDING EVENTS	11,535	
LIQUOR LIABILITY	1,000	
WORKERS COMPENSATION	1,300	
TOTAL INSURANCE COSTS		14,434

	MEETING EXPENSES	4,000	
	POSTAGE	4,500	
	PROFESSIONAL FEES		
	ACCOUNTING	7,500	
	COMPUTERS	750	
	LEGAL	2,000	
	TOTAL PROFESSIONAL FEES		10,250
	RENT		
	CAM CHARGES	7,700	
	RENT - Other	16,500	
	SALARIES AND WAGES	180,000	
	BONUS AND INCENTIVES	15,000	
	TOTAL COMPENSATION		195,000
	SUPPLIES	4,000	
	TAXES-PROPERTY	800	
	TELEPHONE & INTERNET	3,000	
	UTILITIES		
	ELECTRIC	1,600	
	GAS	1,200	
Total Expense		**324,214**	
Net Ordinary Income		**554,616**	

Other Income/Expense

Other Expense

ADOPT A FLAG EXPENSE	200	
ALIVE AT FIVE		
BEER	0	
MARKETING AND ENTERTAINMENT	6,000	
OTHER BEVERAGE/BAR COSTS	6,000	
PERMITS	600	
PORT-A-POTTIES	1,000	
SECURITY	4,000	
SOUND	6,000	
STAGE	5,000	
TOTAL ALIVE AT FIVE COSTS		28,600
BANNERS EXPENSE	200	
CRUISE CONSORTIUM EXP	2,500	
DOWNTOWN WORKER DAY	750	
GENERAL MARKETING	25,000	
GRAFFITI REMOVAL	3,000	
GUIDES EXPENSES		
GUIDE PROGRAM EXPENSES	1,000	
PAYROLL TAX EXPENSES	2,200	
TELEPHONE STIPEND	375	
WAGES	20,000	
TOTAL GUIDE EXPENSES		23,575
Total GUIDES EXPENSES		

HOLIDAY LIGHTS	41,500	
HOMETEAM EXPENSES	5,000	
LIGHT UP YOUR HOLIDAYS		
MARKETING	5,500	
PERFORMERS	4,000	
SECURITY	850	
TREE LIGHTING	2,300	
WINDOW WALK	250	
MERRY MADNESS EXPENSES	5,500	
WAGON RIDES	6,000	
TOTAL LUYH EXPENSES		24,400
PORTLAND WINTERFEST EXPENSES	14,000	
OLD PORT FESTIVAL		
MARKETING	4,500	
MISCELLANEOUS	7,000	
PERFORMERS	1,000	
PERMITS	5,800	
SECURITY	1,800	
TOTAL OLD PORT FESTIVAL EXPENSE		20,100
PARK & SHOP		
P&S MISCELLANOUS EXP	3,000	
PARK & SHOP ADMIN EXPENSE	7,000	
TOTAL PARK AND SHOP EXPENSE		10,000
PARK AND WORK EXPENSE	700	
POLICE CADET PROGRAM	14,000	
PRIOR YEAR ADJUSTMENTS	0	
SUPPLEMENTAL SERVICES CONTRACT EXPENSE	328,000	
WEBSITE DEVELOPMENT	12,500	
Total Other Expense	**554,025**	
Net Income	**591**	

EXHIBIT B (BASELINE SERVICES)

MEMORANDUM RELATED TO THE
PROVISION OF CERTAIN SERVICES
BY THE CITY OF PORTLAND

(July 1, 2014 - June 30, 2015)

This Memorandum relating to the provision of certain services attempts to define the baseline of City services agreed to be provided by the City to the area defined and designated as the Downtown Improvement District as passed by the City Council on March 16, 1992 (Council Order #306, as amended on February 22, 1995, by Council Order #185). This Memorandum is not binding upon the current City Council or any future City Council, but rather is a definition of the City's intent and good faith to provide services to the Downtown Improvement District zone.

It is generally understood that the City shall not reduce any of these usual and normal baseline services, thus requiring the same services to be provided by the Downtown Improvement District, Inc. (d/b/a Portland's Downtown District or its successors, unless these reductions are part of an overall reduction of City services provided by various departments to the City as a whole.

MAINTENANCE SERVICES.

Whereas it is the intention of any downtown improvement district maintenance program to complement existing City services currently provided with a supplementary program of cleaning and/or maintenance, the following information shall comprise the baseline of City services to be provided at City expense. Unless otherwise noted, services to be provided by the City shall apply only to the area(s) considered part of the public way.

1) Horticultural Program.

In all public areas within the downtown improvement district zone, the City will maintain and improve the condition of all flower urns and other flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activity shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees. Specific areas of attention will include Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, and any other public park, square or space which may be developed in the future.

2) Green Space Maintenance.

The City shall execute a green space maintenance program including mowing of all public grassed areas within the District. .

3) Downtown Blitz.

Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trashcans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

4) Sidewalk Repair.

To the extent it is funded, the City will undertake an on-going sidewalk repair program to re-grout existing sidewalks and replace bituminous sidewalk repairs with permanent repairs.

5) Street Sweeping.

All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line once per week.

6) Trash Removal.

Daily and when necessary emptying of all public trash receptacles in the downtown improvement district zone and disposal of resulting waste.

7) Holiday Decorations.

Installation and removal of downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles and common area trees such as Tommy's Park, and banners as agreed by the City and PDD, and provide for electrical energy related costs.

8) Snow Plowing.

The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

9) Streetscape Amenity Maintenance.

The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trashcans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that are now or at some point in the future may be installed. All repairs, etc. will take place within a reasonable time after notice of need.

10) Lighting.

Maintenance and replacement of all street lights and traffic signals and payment for necessary electrical energy.

11) Graffiti removal on public property.

12) Prioritization

PDD shall have the opportunity to participate with City staff from the Department of Public Services in the prioritization of all proposed capital improvement projects within the District including, but not limited to, tree well reconstruction and sidewalk repairs. PDD officials recognize that City staff also work closely with the City Manager's office and the City Council for project priorities.

POLICE SERVICES.

1) A minimum of four uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.

2) As long as the Senior Lead Officer Program is in effect,

at least one Senior Lead Officer will be assigned to the Downtown Improvement District area.

3) From the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels. Every effort will be made to assign two officers during those hours that retail shops are open.

OTHER MUNICIPAL SERVICES.

Whereas it is the intention of any downtown improvement district program to complement existing City services currently provided by departments or divisions, other than those described above, with supplemental services, the following information shall comprise the baseline of other City services to be provided at City expense.

1) Coordination of the use of downtown's public spaces within the District.

2) Coordination and staffing City services required for events occurring in downtown Portland.

3) As previously existing events, the City will provide necessary services to support the annual Tree Lighting Ceremony and the annual one-day Old Port Festival within the boundaries established by City Council order #168-21/13; to wit: the area bordered by Congress, Pearl, Commercial, Center, Union and Temple Streets and including both sidewalks of Commercial Street with no costs charged to the PDD for these events.

Description of Portland's Downtown District

Beginning at Longfellow Square, at the southwesterly corner of Congress Street and State Street, easterly along Congress Street to High Street;

Thence northwesterly along High Street to Deering Street;

Thence along the easterly side of High Street to Cumberland Avenue;

Thence along the southerly side of Cumberland Avenue, beginning at High Street, to the Franklin Street Arterial:

Thence along the westerly side of the Franklin Street Arterial to Congress Street; and

Thence along the westerly side of Congress Street to Myrtle Street;

Thence along the westerly side of Market Street to the southerly side of Newbury Street;

Thence easterly along Newbury Street to the westerly side of the Franklin Street Arterial;

Thence along the westerly side of the Franklin Street Arterial to the southerly side of Commercial Street; thence along Commercial Street to the easterly side of Cross Street;

Thence along the northerly side of Commercial Street to Maple Street;

Thence along the easterly side of Maple Street from Commercial Street to the southerly side of Danforth Street;

Thence along the southerly side of Danforth Street in an easterly direction to York Street;

Thence northeasterly to the intersection of Center Street, York Street, and Pleasant Street;

Thence westerly along Pleasant Street from its intersection with Center Street to a passage way, situated at number 15 Pleasant Street according to the street numbering plan as shown on Chart 38, Block E, Lot 23 of the Assessor's Maps on file at Portland City Hall; and

Thence along the easterly side of South Street from number 13 South Street according to the street numbering plan as shown on Chart 38, Block E, Lot 10 of the Assessor's Maps on file at Portland City Hall, to the northerly side of Spring Street;

Thence along the northerly side of Spring Street in a westerly direction to Oak Street;

Thence along the westerly side of Oak Street to its intersection with Pleasant Street;

Thence along Pleasant Street in a westerly direction to the easterly side of High Street; and

Thence along the northerly side of High Street to its intersection with Congress Street.

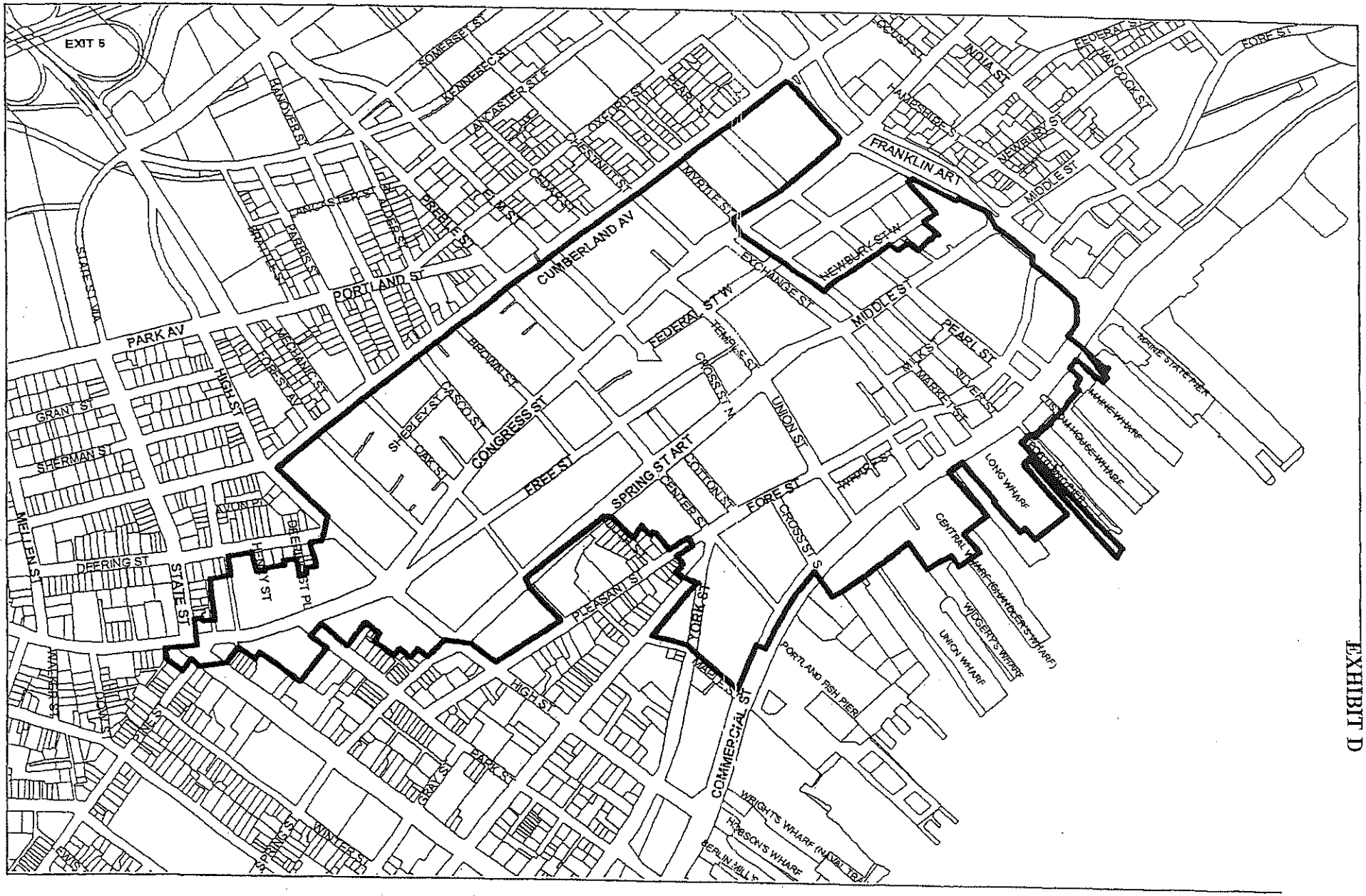

EXHIBIT D

PORTLAND DOWNTOWN DISTRICT

Effective July 1, 2004

Map produced by the City of Portland's GIS Workgroup March 5, 2004

SUPPLEMENTAL SERVICES AGREEMENT BETWEEN

DOWNTOWN IMPROVEMENT DISTRICT d/b/a PORTLAND'S DOWNTOWN DISTRICT CORPORATION

AND

CITY OF PORTLAND

AGREEMENT made this ____ day of June, 2014, by and between the City of Portland, a municipal corporation duly organized under the laws of the State of Maine, Cumberland County (hereinafter the "**City**") and the Downtown Improvement District Corporation, d/b/a Portland's Downtown District, a Maine non-profit corporation, having its office and place of business at 549 Congress Street, Portland, Maine (hereinafter the "**PDD**").

W.I.T.N.E.S.S.E.T.H.

WHEREAS, the **City** and **PDD** entered into a Master Agreement of even date establishing mutual rights and responsibilities for the provision of services in the Downtown Improvement District (hereinafter the "District"); and

WHEREAS, said Master Agreement established the Baseline Services to be provided by **City** in the District; and

WHEREAS, PDD wishes to contract with the **City** to have the **City** provide, on a flexible basis depending upon funds available, Supplemental Maintenance Services in addition to those in the Master Agreement;

NOW THEREFORE, the parties do hereby agree as follows:

1. Supplemental Services: The **City** shall provide the following Personnel and Services (hereinafter the "Supplemental Services") in the District in addition to the Baseline Services provided in the Master Agreement:

1.1. Personnel:

One PDD Steward		
One Public Services Supervisor	Days	52 Weeks
Three Maintenance Worker III	Days	52 Weeks
Two Laborers	Days	Seasonal

1.2. Persons providing Supplemental Services hereunder shall be assigned by the **City** after providing reasonable opportunity to **PDD** for requests for service. Such persons are not required to be employees of the **City**. Such persons shall not, however, be considered to be employees of **PDD** and **PDD** is not intended, nor shall it be deemed to be, a joint employer with **City**. As between the **City** and **PDD**, **City** shall be responsible for all aspects of employment for all persons supplied by **City** pursuant to this Agreement, including compensation, liability and workers compensation coverage, employment taxes and any applicable fees.

1.3 Services to be provided are:

*Transportation and set-up of materials and equipment for planned special events activities of **PDD** (with proper notification to coordinator)
*Litter patrol, collection and disposal on streets, sidewalks, and public areas within the District.
*Graffiti removal from City property
*Removal of posters
*Cleaning and painting of all furniture and fixtures
*Sidewalk sweeping
*Cleaning of tree wells
*Weed control in support of other city departments performing 'basic services'
*Snow clearance at crosswalks and from sidewalks during curb to curb snow removal

*Installation of Holiday decoration in the District as agreed with PDD, in addition to those described in the Baseline Services provided in the Master Agreement, including electrical energy costs

*Maintenance and cleaning of Visitor's Booth and Tommy's Park.

*Clean and maintain the bathrooms, located in the Fore Street Garage and Spring Street Garage buildings, when the bathrooms are open to the public

1.3.1. **PDD** Sidewalk Snow Plowing Program. All property owners in the District assessment area are responsible for maintaining their sidewalks in the winter pursuant to Portland City Code §§25-173(C) and 25-174(C), including snow removal from their property line to the street gutter and ice control.

1.3.2. Following a snow storm, the **City** will provide a clear walkway no less than the width of a Holder's capability. To the extent reasonable, the **City** will clear the sidewalk area but it is not the intent of the parties that the **City** will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the **City**, in its discretion, may choose not to provide sidewalk snow plowing without penalty.

1.3.3. Management of Supplemental Services. The City's Public Services Director and/or Designee and PDD's Executive Director and/or Designee agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations; providing updated information on service activities, programs and projects. The Public Services Department will provide a staff contact to PDD for direct communications, which is identified as the Districting Supervisor and

PDD Supervisor. A point of contact for PDD officials is the PDD Supervisor and District Coordinator. Conversely, the City of Portland Department of Public Services looks to the PDD Executive Director or designee as the City's point of contact on all issues involving PDD matters. A complete work plan and list of Services provided under this FY2015 agreement is provided in Exhibit A hereto.

2. Term: The term of this Agreement is from July 1, 2014 through June 30, 2015.

3. Budget and Payment: In consideration for these Supplemental Services, **PDD** agrees to pay the **City**, in equal monthly installments, for all Supplemental Services provided hereunder the total sum of $ 328,000 for FY2015. The **City** shall bill and **PDD** shall pay the **City** beginning July 1, 2014, a quarterly payment of $82,000.

3.1. In the event **PDD** requests services from **City** in addition to those included herein, **City** shall have the option, in its sole discretion to provide such services, with payment to be made by **PDD** for any such services on a Time and Materials basis, or such other basis as the parties may agree in writing. "Time" as used herein shall mean all of the **City**'s employee costs, i.e. hourly wages or salary. "Materials" as used herein shall mean the actual cost to the **City** of equipment, materials and/or supplies provided or used, with no additional markup.

4. Modifications: It is understood and agreed by the parties that **City** has adopted an expenditure budget which includes the cost of these Supplemental Services and has adopted a revenue budget which provides for the reimbursement of such costs by **PDD** as provided hereunder. In the event that either **PDD** or the **City** anticipates that there will be insufficient revenues to pay for such Supplemental Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Services which the **City** is able to provide. It shall be the

responsibility of **PDD** to notify **City** as soon as reasonably possible if such Supplemental Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the **City** will have no obligation to provide Services in excess of **PDD** funds available to reimburse **City**; however, **City** will have the right, but not the obligation, to continue to provide Supplemental Services to the extent provided in the **City** budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under Section 3 above.

4.1. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.

4.2. In the event Supplemental Services are terminated for any reason by either party, it shall be in **City**'s discretion as to whether it will continue or resume providing such Supplemental Services.

4.3. **PDD** agrees to give the City Manager or the Manager's designee advance written notice of any formal meeting of its Directors or Officers at which modification of the current year Supplemental Services budget is to be discussed or considered, and to permit the attendance of **City** representative at such meeting. **City** and **PDD** agree to provide copies of draft budgets for the upcoming fiscal year reasonably in advance of any final decision by **PDD** or the **City** as to said budget, and the parties agree to meet and confer in regard to such budgets.

5. **City**'s representative in regard to provision of Supplemental Services hereunder is the City Manager or the Manager's designee.

(Rest of page left intentionally blank.)

IN WITNESS WHEREOF, the **City** and **PDD** have signed this Agreement through their authorized representatives as of the day and date above written.

Witness:

City of Portland

_____

By:_____
Mark H. Rees
Its City Manager

Witness:

Downtown Improvement District d/b/a Portland's Downtown District

_____

By:_____
Michael Mastronardi
Its Board Chair

EXHIBIT A

to Supplemental Services Agreement

(Supplemental Services Work Plan and Event Support for FY2015)

MEMORANDUM RELATED TO THE SUPPLEMENTAL SERVICES AGREEMENT (SSA) BETWEEN THE DOWNTOWN IMPROVEMENT DISTRICT dba PORTLAND'S DOWNTOWN DISTRICT (PDD) AND THE CITY OF PORTLAND (City)

(July 1, 2014 - June 30, 2015)

This memorandum is a good faith attempt to define certain services, programs and events, and to achieve an improved level of satisfaction for both the **City** and **PDD**. It is generally understood that the city's Baseline Services, as articulated in Exhibit B of the Master Agreement, do not overlap or replace the services and programs incorporated in the SSA.

Also, listed are the specific special events produced by **PDD** for the benefit of the **City** and its property owners, residents, businesses and visitors, during the contract period.

The ongoing relationship between **PDD** and the **City** has evolved, along with the needs and expectations of both parties. The goal of this document is to improve coordination, establish priorities, clarify services and responsibilities, and list events covered under the terms and conditions of the SSA. The result will be to produce a more proactive, performance-based approach to the maintenance, cleanliness and overall attractiveness of downtown Portland.

1. FY 2015 City Personnel Work Plan

The City personnel assigned to perform services under the Supplemental Services Agreement are expressed in the FY2015 Portland Public Services Budget detail. For the current period of July 1, 2014 through June 30 2015 these personnel are:

1. (1) Public Services Supervisor
2. (1) PDD Steward
3. (3) Maintenance Worker III
4. (1) Seasonal Part-Time Maintenance Worker

Staffing levels may change on an occasion to account for employee leave coverage, emergencies or other unforeseen circumstances. However the City of Portland, Department of Public Services commits to continue to provide the general list of services provided by these personnel under the SSA.

1.1 The general list of services provided by these personnel is identified within the SSA under item 1.3. These shall not overlap services provided within Baseline Services (Exhibit B to Master Agreement).

1.2 The Public Services Supervisor shall inspect the entirety of **PDD** once every two weeks. During this inspection particular attention shall be focused on, but not limited to, the overall cleanliness and maintenance of the sidewalks, streets, trash containers, graffiti removal, open spaces, furniture and fixtures, lights, signage, the visitor kiosk and public restrooms. The status of projects or work orders in process should be continually updated. The results of each inspection shall be logged and documented; a monthly report will be presented every month.

1.3 The Public Services Supervisor shall direct the maintenance personnel on their daily responsibilities by producing a weekly schedule highlighting project activities and goals. The Supervisor will participate and assist the team in achieving project activities, as needed.

1.4 Horticultural and landscaping duties shall be in support of city personnel and departments assigned to these tasks. PDD dedicated personnel should assist (for instance with weed control and seeding) on an as needed basis, as time and normally assigned duties allow.

1.5 Sidewalk plowing and snow removal at intersections should be accomplished as soon as is reasonably possible during and following a snow event. If a yellow ban is called, sidewalk snow removal, as indicated in sections 1.3.1 and 1.3.2 of the SSA, should be completed within the same timeframe as city personnel and contracted partners remove snow from the District's streets and parking areas. The Department of Public Services will organize an annual winter briefing with downtown contract partners that remove snow on sidewalks and plazas to review best practices regarding coordinating work activity. This meeting will typically occur in late fall/early winter.

1.6 "Quick response" repairs, such as missing bricks, landscaping damage or graffiti removal shall be performed by **PDD** personnel, as soon as possible. **PDD** and **City** will jointly approve each quick response, as needed.

1.7 **PDD** and **City** will prioritize larger projects within the District generally

included in baseline services or CIP, and managed by other **City** teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects. These District projects will be prioritized with input from **PDD**, and may include **PDD** personnel in their execution. Progress and status shall be monitored by the **PDD** supervisor, and updated as part of the monthly reporting.

1.8 **PDD** will have access to the new 'workflow management software' as soon as it becomes available to allow for more efficient logging and documentation of service requests.

1.9 **PDD** dedicated personnel will wear approved uniforms and work clothes at all times when on duty. **City** and **PDD** agree to work jointly on uniform decisions, including recommendations on an alternative uniform for PDD personnel.

2. FY2015 PDD Event Support Plan

PDD and the **City** recognize the value that well executed events bring to the vitality and economic development of the downtown. To that end, **PDD** agrees to follow the **City's** established permitting process and with the exception of the events as outlined in Exhibit B, Baseline Services, agrees to reimburse the City for actual expenses, as agreed to by both parties, required to support these events.

In FY2015, **PDD** is planning major events that require a level of support by **City** personnel.

PDD plans to incorporate recycling at all produced events, with support of the **City** staff, volunteers and supplied receptacles.

2.1 The Old Port Festival (OPF) - It is expected that the OPF will continue its expansion to 3 days. **City** support will be required for Friday's events, which will include a closure of Congress Street to vehicular traffic for a special Frist Friday Artwalk from 6-8pm, and the re-routing of transit schedules. Sunday's events require closure of streets generally in the Old Port area.

2.2 Alive at Five Concerts- This series runs for 5 consecutive Thursday evenings in July and August from 500pm to approximately 730pm in Monument Square. Minor street closures are required around the square.

2.3 Light Up Your Holiday Celebration (LUYH) - This annual roster of events around the Christmas holidays include a LUYH First Friday Artwalk with Congress Street closure from approximately 6-8pm. The Christmas tree lighting ceremony on the Friday after Thanksgiving, which requires set up and some street closures, along with minor transit re-routing around Monument Square. Horse-drawn carriage rides in the downtown and the merchant event called Merry Madness generally requires no specific city personnel support.

2.4 Portland Winterfest - This event will be new for 2015. It will be held from January 21-25 in various locations throughout the downtown, with specific details TBA at a later date. It is not expected that additional **City** services will be required.

2.5 Downtown Workers Appreciation Days - Generally held twice a year in early May and mid-October to recognize the employees of businesses and government offices located within the downtown. **City** and **PDD** provide set up and management of 3

stations located at the Portland Museum of Art, Monument Square and Tommy's Park.

2.6 Seasonal lights by Pandora - Lights are installed around the time that Day Light Savings Time ends in the late fall, and de-installed around the time that Day Light Savings Time begins again in the early spring. **PDD** personnel provide some installation support.

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~~Tab 21 6-2-14~~
Tab 23 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L).

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 12 GARBAGE, WASTES AND JUNK
ARTICLE IX. Waste Reduction
Sections 12-230 through 12-237
Re: Bag Fee

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. *That Chapter 12, Article IX, Sections 12-230 thru 12-237 of the Portland City Code is hereby enacted as follows:*

12-230. **Findings; purposes.**

The city council hereby finds as follows:

(1) The City Council has a duty to protect the natural environment and the health of its citizens and visitors; and

(2) The use of single-use carryout bags has severe environmental impacts on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation; and

(3) Despite recycling and voluntary solutions to control pollution from single-use carryout bags, very few single-use carryout bags are recycled; and

(4) Numerous studies have documented the prevalence of single-use carryout bags littering the environment, blocking storm drains, and endangering wildlife; and

(5) The City of Portland's taxpayers must bear costs associated with the effects of single-use carryout bags on the solid waste stream, drainage, litter, and wildlife; and

(6) The City, through its policies, programs, and laws, supports efforts to reduce the amount of waste that must be disposed of by supporting the waste management hierarchy

(reduce, reuse, recycle, compost, waste-to-energy landfill)and supports efforts to achieve State recycle goals; and

(7) From an environmental and economic perspective, the best alternative to single-use carryout bags is to shift to reusable bags for shopping; and

(8) Whereas the City Council of the City of Portland aims to conserve resources, reduce greenhouse gas emissions, waste, and litter and to protect the public health and welfare, including wildlife, all of which increase the quality of life for the City's residents and visitors; and

(9) Evidence indicates that the vast majority of single-use carryout bags are used for the bagging and carryout of products purchased from Stores, as those business are defined in this Ordinance; and

(10) Studies document and participating municipalities report that prohibiting the free distribution of single-use carryout bags will dramatically reduce the use of those types of bags; and

(11) The City Council of the City of Portland believes that residents and visitors should use reusable bags and that prohibiting the free distribution of single-use carryout bags by stores is appropriate and will incentivize the use of reusable bags; and

(12) It is in the best interests of the health, safety and welfare of citizens and visitors of Portland to reduce the cost to the City of solid waste disposal, and to protect our environment and our natural resources by reducing the distribution of single-use carryout bags and incentivizing the use of reusable bags at Stores, as defined in this Ordinance.

12-231. **Definitions.**

As used in this Ordinance the following terms have the following meanings:

Single-use carryout Bag. Single-use Carryout Bag means a bag other than a Reusable bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. The term Single-Use Carryout Bag includes compostable and biodegradable bags but does not include reusable

bags, produce bags, product bags or bags provided by pharmacists to contain prescription drugs.

Produce bag or Product bag. The terms *produce bag* or *product bag* mean any bag without handles used exclusively to carry produce, meats, other food items or merchandise to the point of sale inside a store or to prevent such items from coming into direct contact with other purchased items.

Reusable Bag means a bag that is:

(a) Designed and manufactured to withstand repeated uses over a period of time;

(b) Is machine washable or, made from a material that can be cleaned and disinfected regularly;

(c) That is at least 2.25 mil thick if made from plastic;

(d) Has a minimum lifetime of 75 uses; and

(e) Has the capability of carrying a minimum of 18 pounds.

Store. The term *Store* means any of the following retail establishments located within the City of Portland:

(a) a full-line, self-service market located in a permanent building, operating year-round, and which sells at retail a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.

(b) a drug store, pharmacy, supermarket, grocery store, convenience food store, food mart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods.

"*Store*" does not mean:

Businesses at which foodstuffs are an incidental part of the business. Food sales will be considered to be "incidental" if such sales comprise no more than 2 percent of the business's gross sales in the City as measured by the dollar value of food sales as a percentage of the dollar value of total sales at any single location.

12-232. **Single-Use Carryout Bag**

(a) No Store shall provide a Single-Use Carryout Bag to a Customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this Section.

(b) A Store may make available for sale to a Customer a Single-Use Carryout Bag for a minimum charge of five cents ($0.05).

(c) All monies collected by a Store for Single-Use Carryout Bags under this Chapter may be used by the Store for any lawful purpose.

(d) All Stores must post signage clearly indicating the per bag charge for Single-Use Carryout Bags.

(e) Notwithstanding this Section, no Store may make available for sale a Single-Use Carryout Bag unless the amount of the sale of the Single-Use Carryout is separately itemized on the sale receipt.

(f) No Store shall rebate or otherwise reimburse a customer any portion of the minimum charge required in Subsection (b).

12-233. Exemptions.

A Store shall be exempt from the provisions of this Article, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public health or safety.

12-234. Record Keeping and Inspection.

Every Store shall keep complete and accurate records or documents of the purchase and sale of any Single-Use Carryout Bag, for a minimum period of three (3) years from the date of purchase and sale, which record shall be available for inspection at no cost to the City during regular business hours by any City employee authorized to enforce this Article. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the Store's address. The provision of false information including incomplete records or documents to the City shall be a violation of this Article.

12-235. Violations and enforcement.

The City Manager or his/her designee(s) shall have the primary responsibility for enforcement of this Article. If the City Manager or his/her designee(s) determines that a violation of this Article has occurred, he/she shall issue a written warning notice to the Store that a violation has occurred. Subsequent violations of the Article shall be subject to the penalties set forth below.

Violations of this Article shall be punishable by fines as follows:

(a) A fine not exceeding $250 for the first violation in a one-year period;

(b) A fine not exceeding $500 for the second and each subsequent violation in a one-year period.

12-236. **Effective Date**

The provisions of this ordinance shall become effective on April 1, 2015.

12-237. **Severability.**

If any part or provision of this Article or the application thereof to any person or circumstances is held invalid, the remainder of the Article, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Article are severable.

Order 261-13/14
~~Tab 22 6-2-14~~
Tab 24 6-16-14

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
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NICHOLAS M. MAVODONES, JR (A/L).

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 12 GARBAGE, WASTES AND JUNK
ARTICLE VII and ARTICLE VIII. POLYSTYRENE
RE: POLYSTYRENE FOAM

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. *That Article VII, Rendering Wastes, of the Portland City Code is hereby amended and a new Article VIII is hereby enacted to read as follows:*

Sec. 12-206. Reserved.
Sec. 12-207. Reserved.
Sec. 12-207. Reserved.
Sec. 12-208. Reserved.
Sec. 12-209. Reserved.

ARTICLE VIII. POLYSTYRENE

Sec. 12-210. Findings; purposes.

The city council hereby finds as follows:

(1) Polystyrene foam is a petroleum-based, lightweight plastic material sometimes used as food service ware by retail food vendors operating in the City of Portland.

(2) The City of Portland desires to protect the natural environment.

(3) There is no economically feasible means of recycling polystyrene foam locally.

(4) Disposable food containers made from polystyrene foam constitute a portion of the litter in Portland's streets, parks and public places that increases city maintenance costs.

(5) Polystyrene foam is a common pollutant that fragments into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife thus harming or killing them.

(6) The State of Maine has banned the service of food and beverages in polystyrene foam containers at facilities or functions of the State or its political subdivisions (38 M.R.S. §§ 1651-1654).

(7) The City's goal is to replace polystyrene foam food containers with reusable, recyclable or compostable alternatives.

(8) Such alternatives are readily available.

Sec. 12-211. Definitions.

As used in this Article the following terms have the following meanings:

"*Food Packager*" means any person located within the City of Portland who places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products;

"Prepared food" means food or beverages which are served at the food vendor's location having been previously prepared elsewhere or are prepared at the vendor's location by cooking, chopping, slicing, mixing, brewing, freezing or squeezing. "Prepared food" does not mean raw uncooked meat or eggs. Prepared food may be eaten either on or off premises.

"Polystyrene foam" means and includes blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam®, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons. For the purposes of this chapter, the

term "polystyrene" shall not include clear polystyrene known as "oriented polystyrene."

"Retail Vendor" means any person, restaurant, store, shop, sales outlet or other establishment, including without limitation, a grocery store, convenience store or a delicatessen located within the City of Portland which offers prepared food for retail sale.

Sec. 12-212. Prohibitions.

(a) No retail vendor in the City of Portland shall serve or sell prepared food and no food packager shall package meat, eggs, bakery products or other food in polystyrene foam containers.

(b) No retail vendor in the City of Portland who sells tangible personal property at retail shall sell polystyrene foam food or beverage containers.

(c) The City shall not use polystyrene foam food or beverage containers at any City facility or City-sponsored event.

(d) No City department or facility shall purchase or acquire polystyrene foam food or beverage containers.

(e) All parties who contract with the City shall be prohibited from using polystyrene foam food and beverage containers in City facilities or on City-funded projects within the City.

Sec. 12-213. Exemptions.

(a) The sale and packaging of raw seafood is exempt from the provisions of this Article.

(b) Retail vendors and food packagers that are currently existing or are established in the city by the effective date of the ordinance will be exempted from the provision of this Article prohibiting the use of polystyrene foam for a period of time to be determined by the City Manager or his/her designee in writing on a case-by-case basis for undue hardship. Undue hardship includes, but is not limited to, situations unique to the food vendor not generally applicable to other persons in similar circumstances.

(c) Retail vendors, food packagers, city departments, city facilities and contractors shall be exempt from the provisions of this Article, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public peace, health or safety.

Sec. 12-214. Violations and enforcement.

The City Manager or his/her designee(s) shall have the primary responsibility for enforcement of this Article. If the City Manager or his/her designee(s) determine(s) that a violation of this Article has occurred, he/she shall issue a written warning notice to the food vendor that a violation has occurred. Subsequent violations of the Article shall be subject to the penalties set forth below.

Violations of this Article shall be punishable by fines as follows:

(a) A fine not exceeding $250 for the first violation in a one-year period;

(b) A fine not exceeding $500 for the second and each subsequent violation in a one-year period.

Sec. 12-215. Effective Date

(a) This Article shall become effective on July 1, 2015.

(b) This Article shall be null and void if and as long as there is developed and maintained an effective city-wide recycling program approved by the City's Director of Public Services for polystyrene foam food and beverage containers.

(c) The provisions of this Article shall be null and void on the day that statewide legislation or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this chapter, or in the event that a pertinent Maine or federal administrative agency issues and promulgates regulations, preempting such action.

Sec. 12-216. Severability.

If any part or provision of this Article or the application thereof to any person or circumstances is held invalid, the

remainder of the Article, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Article are severable.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services
Troy Moon, Environmental Programs Manager

DATE: May 19, 2014

DISTRIBUTION: (City Manager, Mayor, Corporation Counsel, Sonia Bean, Nancy English)

SUBJECT: Order creating an ordinance of the City of Portland to establish a fee on disposable bags in order to reduce use of disposable bags and encourage the use of reusable bags.

SPONSOR: Councilor David A. Marshall, Chair, Transportation, Sustainability and Energy Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: June 2, 2014 Final Action: June 16, 2014

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

I. SUMMARY OF ISSUE (Agenda Description)

The proposed ordinance establishes a mandatory $0.05 fee on carry out bags provided by retailers at point of sale. The ordinance would apply at stores that sell food items including grocery stores, convenience stores, pharmacies, and vendors at Farmer's Markets.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

In June, 2012 the Transportation, Sustainability and Energy Committee established the Green Packaging Working Group to recommend methods to reduce the use of polystyrene foam packaging and disposable bags. After recommending an ordinance to ban foam packaging the working group held four meetings devoted to bags. They examined a variety of options ranging from increasing education about the need to reduce bag use, banning bags, or placing a fee on bags. The majority of the committee believed that a fee on bags would be an effective way to reduce use of disposable bags and increase the use of reusable bags. The TS&E Committee discussed the recommended ordinance over the course of two meetings, making amendments to the language proposed by the GPWG. These include:

- Allowing retailers to keep the entire fee
- Reducing the fee from $0.10 to $0.05
- Removing restaurants and dry cleaners from the ordinance.

The Committee voted to advance the revised ordinance to the full Council at their meeting on May 21, 2014. (3 –1)

III. INTENDED RESULT

Experience in other jurisdictions has shown that assessing a fee on single use bags leads to dramatic reductions in their use. It incentivizes consumers to bring their own reusable bags or to refuse a bag when they purchase only one or two items. Fewer bags in circulation should result in few

IV. COUNCIL GOAL ADDRESSED

Reducing the use of bags is in line with two of Portland's environmental efforts: reducing waste and protecting local waterways including Casco Bay. The proposed ordinance will reduce waste by decreasing the amount of bags distributed by retailers. This is in line with the Council's policy of following the State's waste management hierarchy, which emphasizes waste reduction as the first priority in managing waste. Reducing the number of bags also protects local waters. Single use bags are significant components of litter. When they enter the stormwater system they cause blockages which can lead to flooding and require City resources to remove. As free litter, bags frequently enter the waterways, where they are particularly harmful to marine wildlife.

V. FINANCIAL IMPACT

The proposed fee creates a financial incentive that encourages consumers to bring a reusable bag when shopping or to refuse a bag when it is not needed. Individuals who do so will not be subject to the fee. As proposed, the ordinance allows retailers to keep 100% of the fee in order to defray costs associated with administering and managing the program, making them whole. The ordinance places minimal administrative burden on the City so no additional resources will be required to administer it.

VI. STAFF ANALYSIS

Research conducted by staff indicates that placing a fee on single use bags leads to dramatic reductions in their use. Ireland adopted a fee on plastic bags and has seen a greater than 90% reduction in their use. Washington DC adopted a fee and the number of bags used in the city fell from 22.5 million per month to 3.5 million per month.

Reducing the amount of bags used in Portland would be beneficial for several reasons.

- The program would reduce the number of bags handled in our municipal waste stream. These products are difficult to manage due to their light weight. They often blow out of waste receptacles and trash cans and cause litter. If they reach the recycling plant at ecomaine they often become tangled in recycling equipment and cause maintenance issues.

- Bag litter creates maintenance issues in our stormwater system. They can clog pipes and become caught in outfalls, causing problems with flow. Removing the bags can be labor intensive.
- Bag litter in the natural environment is unattractive. It also leads to environmental degradation on the land and in marine environment.

VII. RECOMMENDATION

The proposed ordinance is in line with stated policy goals of reducing waste, reducing litter and protecting water quality. The Department of Public Services recommends passage.

VIII. LIST ATTACHMENTS

a) Draft ordinance
b) GPWG Majority Report on Bags
c) GPWG Minority Report on Bags
e) Written Testimony to TS&E

Prepared by:

Troy Moon on 5/19/2014

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 12 GARBAGE, WASTES AND JUNK
ARTICLE IX. WASTE REDUCTION
SECTIONS 12-230 THROUGH 12-237

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

That Chapter 12, Article IX, Sections 12-230 thru 12-237 of the Portland City Code is hereby enacted as follows:

12-230. **Findings; purposes.**

The city council hereby finds as follows:

(1) The City Council has a duty to protect the natural environment and the health of its citizens and visitors; and

(2) The use of single-use carryout bags has severe environmental impacts on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation; and

(3) Despite recycling and voluntary solutions to control pollution from single-use carryout bags, very few single-use carryout bags are recycled; and

(4) Numerous studies have documented the prevalence of single-use carryout bags littering the environment, blocking storm drains, and endangering wildlife; and

(5) The City of Portland's taxpayers must bear costs associated with the effects of single-use carryout bags on the solid waste stream, drainage, litter, and wildlife; and

(6) The City, through its policies, programs, and laws, supports efforts to reduce the amount of waste that must be disposed of by supporting the waste management hierarchy (reduce, reuse, recycle, compost, waste-to-energy landfill)and supports efforts to achieve State recycle goals; and

(7) From an environmental and economic perspective, the best alternative to single-use carryout bags is to shift to reusable bags for shopping; and

(8) Whereas the City Council of the City of Portland aims to conserve resources, reduce greenhouse gas emissions, waste, and litter and to protect the public health and welfare, including wildlife, all of which increase the quality of life for the City's residents and visitors; and

(9) Evidence indicates that the vast majority of single-use carryout bags are used for the bagging and carryout of products purchased from Stores, as those business are defined in this Ordinance; and

(10) Studies document and participating municipalities report that prohibiting the free distribution of single-use carryout bags will dramatically reduce the use of those types of bags; and

(11) The City Council of the City of Portland believes that residents and visitors should use reusable bags and that prohibiting the free distribution of single-use carryout bags by stores is appropriate and will incentivize the use of reusable bags; and

(12) It is in the best interests of the health, safety and welfare of citizens and visitors of Portland to reduce the cost to the City of solid waste disposal, and to protect our environment and our natural resources by reducing the distribution of single-use carryout bags and incentivizing the use of reusable bags at Stores, as defined in this Ordinance.

12-231. **Definitions.**

As used in this Ordinance the following terms have the following meanings:

Single-use carryout Bag. Single-use Carryout Bag means a bag other than a Reusable bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. The term Single-Use Carryout Bag includes compostable and biodegradable bags but does not include reusable bags, produce bags, product bags or bags provided by pharmacists to contain prescription drugs.

Produce bag or Product bag. The terms *produce bag* or *product bag* mean any bag without handles used exclusively to carry produce, meats, other food items or merchandise to the

point of sale inside a store or to prevent such items from coming into direct contact with other purchased items.

Reusable Bag means a bag that is:

(a) Designed and manufactured to withstand repeated uses over a period of time;

(b) Is machine washable or, made from a material that can be cleaned and disinfected regularly;

(c) That is at least 2.25 mil thick if made from plastic;

(d) Has a minimum lifetime of 75 uses; and

(e) Has the capability of carrying a minimum of 18 pounds.

Store. The term *Store* means any of the following retail establishments located within the City of Portland:

(a) a full-line, self-service market located in a permanent building, operating year-round, and which sells at retail a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.

(b) a drug store, pharmacy, supermarket, grocery store, convenience food store, food mart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods.

"*Store*" does not mean:

Businesses at which foodstuffs are an incidental part of the business. Food sales will be considered to be "incidental" if such sales comprise no more than 2 percent of the business's gross sales in the City as measured by the dollar value of food sales as a percentage of the dollar value of total sales at any single location.

12-232. **Single-Use Carryout Bag**

(a) No Store shall provide a Single-Use Carryout Bag to a Customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or

merchandise out of the establishment except as provided in this Section.

(b) A Store may make available for sale to a Customer a Single-Use Carryout Bag for a minimum charge of five cents ($0.05).

(c) All monies collected by a Store for Single-Use Carryout Bags under this Chapter may be used by the Store for any lawful purpose.

(d) All Stores must post signage clearly indicating the per bag charge for Single-Use Carryout Bags.

(e) Notwithstanding this Section, no Store may make available for sale a Single-Use Carryout Bag unless the amount of the sale of the Single-Use Carryout is separately itemized on the sale receipt.

(f) No Store shall rebate or otherwise reimburse a customer any portion of the minimum charge required in Subsection (b).

12-233. Exemptions.

A Store shall be exempt from the provisions of this Article, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public health or safety.

12-234. Record Keeping and Inspection.

Every Store shall keep complete and accurate records or documents of the purchase and sale of any Single-Use Carryout Bag, for a minimum period of three (3) years from the date of purchase and sale, which record shall be available for inspection at no cost to the City during regular business hours by any City employee authorized to enforce this Article. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the Store's address. The provision of false information including incomplete records or documents to the City shall be a violation of this Article.

12-235. Violations and enforcement.

The City Manager or his/her designee(s) shall have the primary responsibility for enforcement of this Article. If the City Manager or his/her designee(s) determines that a violation

of this Article has occurred, he/she shall issue a written warning notice to the Store that a violation has occurred. Subsequent violations of the Article shall be subject to the penalties set forth below.

Violations of this Article shall be punishable by fines as follows:

(a) A fine not exceeding $250 for the first violation in a one-year period;

(b) A fine not exceeding $500 for the second and each subsequent violation in a one-year period.

12-236. **Effective Date**

The provisions of this ordinance shall become effective on April 1, 2015.

12-237. **Severability.**

If any part or provision of this Article or the application thereof to any person or circumstances is held invalid, the remainder of the Article, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Article are severable.

City of Portland

Green Packaging Working Group

Majority Report on Disposable Bags

Councilor Edward Suslovic, Chair

March 13, 2014

Communities across the United States and around the globe are grappling with ways to address waste and litter associated with disposable bags. These bags, which retailers provide to package the goods they sell, are routinely discarded as soon as consumers remove their purchased items. Too often the unwanted bags end up as litter, either improperly discarded by thoughtless individuals or blown from trash or recycling bins on a windy day. In either case, bag litter is unsightly, negatively impacts our environment and requires municipal employees and concerned volunteers to expend financial and human resources to clean them up. When plastic bags reach municipal recycling facilities; they often wrap around equipment, hide trash, liquids or other materials that contaminate other recyclables. While paper bags are easily recycled, their production and distribution consume natural resources and create environmental impacts that degrade both air and water. Using any bags -- plastic or paper -- to carry goods one time and then disposing of them represents an unnecessary waste of resources, especially when re-usable alternatives are readily available to most consumers.

Members of the Green Packaging Working Group met four times to review approaches the City could take to minimize the use of disposable bags. Approaches discussed ranged from:

- increasing education and outreach in support of existing efforts by large retailers to encourage the use of reusable bags,
- banning the use of disposable shopping bags, or
- placing a fee on disposable bags distributed by merchants to incentivize the use of reusable bags.

Early in the discussions, the group determined that most members did not support an outright ban on disposable bags. They determined that the adopted solution should maintain consumer choice and provide options to individuals who arrive at the checkout counter without a reusable bag. Consequently, discussion focused on the other alternatives.

Members learned that efforts to reduce the use of disposable bags have been ongoing in the State of Maine for a number of years. In 1991, the State enacted legislation requiring retailers who use plastic bags, to provide a container to collect plastic bags, and requires them to ensure the bags collected are recycled. (38 M.R.S. §1605) In 2007, then State Representative Ted Koffman introduced a bill to place a fee on single use bags in Maine. While this legislation was not enacted it foretold legislative efforts in 2009 to convene a working group to find ways to reduce waste from bags. This group included members of the business community, environmental groups and the now defunct Maine State Planning Office. This group's work culminated in the development of the Got Your Bags campaign that provides a tool kit of resources, designed to help participating merchants promote the use of re-usable bags at checkout. Participating member merchants in Portland include Hannaford and Rite-Aid. Most large grocery retailers in Portland are currently promoting the use of re-usable bags in a variety of ways. Some stores have place signs in the parking lot to remind customers to bring their own bags. Many place re-usable bags at checkout for affordable prices. In addition, many independent organizations provide the public with reusable bags as a way to encourage their use.

During its discussions, the GPWG was not able to determine the extent to which these efforts have been able to reduce the use of disposable bags. Anecdotal reports suggest increasing numbers of shoppers are bringing their own bags to stores. However, we have no data indicating what percentage of shoppers are doing so, or to what extent this practice has reduced the number of plastic bags given out by merchants. While members support these voluntary efforts, the majority of the group felt that the use of disposable bags remains prevalent and that additional measures are needed in order to substantially reduce their use. Staff research confirms that voluntary efforts in other communities have not been effective on their own and that bag use did not substantially decline until government adopted formal policies to ban them or incentivize the use of reusable alternatives.

Given these findings, the majority of the Green Packaging Working Group recommends that the City Council adopt an ordinance to establish a $0.10 fee on each disposable bag (paper and plastic) used to package goods sold at stores and restaurants in the City of Portland. This recommendation focuses on bags used at the point of sale as these bags can most easily be replaced by re-usable options. Shoppers generally plan ahead before embarking on a shopping trip and anticipate carrying a quantity of items. Bringing a reusable bag to the store is not a difficult burden. Additionally, a majority of the working group felt that the proposed fee should apply to bags used by restaurants to contain take-out orders or packaged leftovers.

The GPWG identified a number of situations and types of bags that are difficult for consumers to replace because they serve specific functions to protect the quality of goods or to maintain health and safety including:

- Bags without handles used to carry bulk items such as candy, small hardware items, produce, meats, or other bulk food items
- Bags used by consumers inside stores to contain unwrapped prepared foods or items where dampness may be a problem
- Bags provided by pharmacists to contain prescription drugs;
- Newspaper bags, door-hanger bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.

Such bags are exempt from the fee in the proposed ordinance.

Under the proposed ordinance, the definition of store centers on businesses that sell grocery items and snack foods. This includes supermarkets, convenience stores, pharmacies and similar businesses. It also includes farmers markets and would require vendors at such markets to charge the $0.10 fee when they use a disposable bag to package a purchase (The fee would not apply to bags used by the market customer to contain bulk purchases). Finally, as proposed, the ordinance would apply to laundry/dry cleaning businesses.These business would be required to charge customers the $0.10 fee for bags used to cover items leaving their stores. The ordinance would not otherwise apply to businesses where food sales are incidental (less than 2%) to the business. As indicated above, the fee would also apply to restaurants including food trucks and cart.

The recommended ordinance would require the City to use the revenue generated by the fee to mitigate the effects of disposable bags and other litter. Eligible activities would include:

- Providing reusable bags to residents and visitors to the city, as well as distributing reusable bags through social service agencies to ensure low income residents have access to them
- Creating and implementing programs to educate the public about the impact of disposable bags and other litter on the City's environmental health
- Purchasing and installing equipment such as recycling containers and waste receptacles to prevent litter
- Funding community clean up events and other activities to reduce waste
- Funding the administration of the fee program

The ordinance would prohibit the City from using funds collected from the bag fee to be used for general government purposes.

Retailers required to collect the fee would be allowed to keep up to 40% of the funds under the program. They would be able to use this money to defray the costs of administering the fee and would also be able to use the funds to:

- Train staff about the program
- Improve or alter store infrastructure to increase the recycling of disposable bags or facilitate implementation of the program
- Develop informational signage to inform customers about the fee, to encourage use of reusable bags or promote the recycling of disposable bags

The intent of this provision is to facilitate participation by the affected businesses and to ensure they are able to cover the costs incurred by complying with the provisions of the ordinance.

The majority of the Green Packaging Working Group feels that charging a fee to reduce the consumption of disposable bags is warranted for several reasons:

1. **Conformity with the City's solid waste policy:**

The Solid Waste Task Force Report (2011) indicates in its policy statement:

> *It is the policy of the City of Portland to be an environmental leader in municipal solid waste (MSW) management by minimizing the generation of solid waste, diverting waste from landfill disposal, reducing the environmental impacts of waste, and promoting the demand for recovered materials.*

Single use products, such as bags, are symbolic of our "throw away culture" that emphasizes short term convenience over the long term environmental impacts and waste management costs. Such products are intended, by design, to be thrown away. Studies done in California suggest that consumers use more than 400 plastic bags per year and that less than 5% of them get recycled. The rest are thrown away – either properly in the solid waste management system or discarded as litter. By discouraging the

consumption of disposable bags the City would be actively minimizing waste production. Waste reduction is the highest rung of the waste management hierarchy – reduce, reuse, recycle, compost, recover energy, landfill.

2. **Positive experience with incentive based waste reduction programs:**

Since 1999 the City of Portland has maintained a Pay as You Throw program that charges residents for each bag of trash they dispose of. Recycling is free. The bag fee serves as a financial incentive for residents to reduce the amount of waste they dispose of by avoiding waste production in the first place and recycling as much as they can. This program has proven to be very effective and has resulting in a recycling rate that went from below 7% before the program began to around 37% today. Charging a $0.10 fee on each disposable bag will discourage people from using them and provide a financial incentive for store patrons to bring their own bags.

3. **Negative impacts on infrastructure from disposable bags:**

Many disposable bags, particularly plastic ones, end up in the environment because thoughtless individuals drop them as litter or because they blow out of a waste container or recycling bin due to their light weight. When the wind catches plastic bags they easily become airborne and can travel a long distance. They often get tangled in trees and shrubs where they are unsightly. More problematically, they get caught in storm drains and catch basins where they can cause back-ups if they are not removed. Even recycling facilities have challenges handling plastic bags. Wind can carry them out of, and away from the waste handling facility, contributing to litter problems at the facility. Even when processed, disposable plastic bags often become wrapped around machinery and must be removed by hand. At ecomaine this is a costly and time consuming exercise that must be repeated after every work shift.

4. **Negative impacts on the environment from disposable bags:**

The production of single use products, such as disposable bags, creates a long chain of unnecessary environmental impacts. Manufacturing these items consumes natural resources that must be extracted from the earth. Producing and distributing the products also creates pollution that impacts both air and water resources. Working group members also expressed concern about the consequences of plastic bags entering the marine environment, which is becoming heavily contaminated by waste plastics. Our close proximity to Casco Bay leads untold numbers of fly away plastic bags to be blown into the water. Once there, they disintegrate and pollute this valuable water resource. Additionally, marine life frequently mistake plastic bags for food, often with fatal consequences.

The Master Environmental Assessment On Single-Use and Reusable Bags conducted for Green Cities California in 2010 lays the environmental choices out clearly:

> *Single Use Plastic Bags: Nearly 20 billion single-use high density polyethylene (HDPE) plastic grocery bags are used annually in California, and most end up in landfills or as litter. In fact, of the ... types of bags considered, plastic bags had the greatest impact on litter.*

Single-Use Paper Bags: Kraft paper bags are recycled at a significantly higher rate than single-use plastic bags. Still, over its lifetime, a single-use paper bag has significantly larger greenhouse gas (GHG) emissions and results in greater atmospheric acidification, water consumption, and ozone production than plastic bags.

Reusable Bags: Reusable bags can be made from plastic or cloth and are designed to be used up to hundreds of times. Assuming the bags are reused at least a few times, reusable bags have significantly lower environmental impacts, on a per use basis, than single-use bags. Some of the reviewed LCAs (life cycle analyses) indicate that use of the non-woven plastic reusable bag results in particularly large environmental benefits.

5. **Effectiveness of similar measures in other jurisdictions:**

Local, state, and national governments around the world have adopted measures designed to prohibit or limit the use of disposable bags. These measures have proven to be very effective at reducing the number of bags consumers use and increasing their use of reusable bags. Ireland, for instance, has adopted a nationwide fee on plastic bags. According to a 2008 New York Times article, consumption of these bags has fallen by 94% and the Irish have widely adopted reusable bags. In other European countries, such as Germany and Russia, merchants have long charged a fee for shopping bags and consumer use of reusable bags is the norm. Here in the United States, dozens of communities, large and small, have adopted measures aimed at reducing the use of disposable bags. Washington, DC established a $0.05 fee on plastic bags which caused the number of bags distributed to fall from 22.5 million bags per month to 3.3 million per month.

Conclusion: It is time for the City of Portland to take action to reduce the use of disposable bags. Voluntary efforts by retailers are commendable but are inadequate on their own. A small fee on disposable bags will incentivize Portland residents to remember to bring their reusable bags when they are out shopping, or lead them to decline a disposable bag when they only have one or two items. The proliferation of disposable bags and the environmental impacts they cause, are too great a price to bear for simple convenience. Adopting this ordinance will underscore the importance of reducing our waste stream, reduce our City's environmental footprint and make Portland a more sustainable community.

February 7, 2014

The members of the Green Packaging Working Group Task Force who represent Maine businesses propose that the City of Portland adopt a public awareness and educational campaign with ecomaine, city residents and the business community.

The City of Portland has the opportunity to take a leadership role by becoming the first community in the State to adopt a comprehensive and meaningful education campaign to:

- increase appropriate recycling of existing bags
- identify ways to reuse and properly dispose of bags
- reduce the number of bags distributed by retailers and at city and private events
- increase the use of reusable bags

The City of Portland and ecomaine should make it clear that plastic film is not acceptable for recycling at their facility. ecomaine should feel free to inform their customers that retailers providing plastic check out bags are required to accept plastic bags for recycling.

Portland should adopt the Got Your Bags? Maine campaign. The promotional and educational materials are available for immediate implementation. Maine was one of the first states to launch this statewide, voluntary program designed for both retailers and consumers to help educate them on the benefits of reducing bag numbers, recycling bags, increasing the use of reusable bags and providing information helpful to municipalities. The Got Your Bags? Maine campaign is always looking for meaningful opportunities to expand the program and we are ready and willing to offer our assistance to City officials, businesses and interested organizations.

Many of our Portland member companies already manage complex internal recycling programs and back haul plastics out of state to be recycled. They educate their customers about where to recycle bags (plastic and paper) and encourage their customers to use reusable bags by placing signage/placards in their parking lots and entry ways.

The infrastructure is in place. Don't bypass this opportunity to do the right thing. Let's work together to create a meaningful public awareness and educational program to Reduce, Reuse, Recycle and promote the use of Reusable bags!

Portland, Maine — Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

GREEN PACKAGING WORKING GROUP

UPDATE ON SINGLE-USE BAGS: BANS OR FEES NATIONWIDE

Plastic Bag Ordinances: 145 bans, 4 Fees (by 2015)

120	**Current Bans Nationwide**
16	Bans passed and starting in 2014 or 2015
9	Bans pending final vote to start in 2014, 2015, or 2016
4	Fees in Cities and Counties
	• Fees are $0.05 (2) or $0.10 (2) per bag

Pending all passed and proposed ordinances go into effect there will be:

129	Bans in Cities (1 voluntary)
16	Bans in Counties
4	Fees in Cities and Counties

Paper Bag Ordinances: 107 fees (12 optional), 2 bans (by 2014)

92	**Current Fees Nationwide** (at least)
13	Fees passed and starting in 2014
2	Fees pending final vote to start in 2014
2	Bans in Cities

Pending all passed and proposed ordinances go into effect there will be:

107	Fees in Cities (95) and Counties (12) (at least this many)
	• 45 Fees are $0.05 (24) or $0.10 (58) per bag
12	Cities and Counties with no fees on paper bags (at least)
2	Bans in Cities

17 Cities & Counties Faced Ordinance Litigation

See Tables for more detailed information

SOURCES: Californians Against Waste (CAW), Calls to Municipalities, Daly City, Fight the Plastic Bag Ban, Florida Department of Environmental Protection, Hilex Poly, Local Press, Plastic Bag Laws, Plastic Ban Report, San Mateo County, Santa Monica Nexus Study 2010, Surfrider, Washington Plastic Bag Report.

TABLES – Green Packaging Working Group

Single-Use Bag Ban & Fee Ordinances: Nationwide Update 2014

Table 1: Number of cities & counties with current bag ordinances in effect (124), passed and planned to be in effect (16), and proposed pending a vote (9). The number of cities or counties that faced litigation over their ordinances (17).

STATE (17)	CITIES (133)	COUNTIES (16)	LITIGATION (17)
AK	3		1
AZ	1		
CA	82	9	13
CO	6		2
CT	1		
DC	1		
HI	0	4	
IA	0	1	
MA	4		
MD	1	1	
NC	0	3	
NM	1		
NY	5		
OR	4		
RI	1		
TX	8		1
WA	11	1	

KEY	CITIES	COUNTIES

17 States have cities and/or counties with single-bag ban or fee ordinances. California just proposed a statewide plastic bag ban to begin in 2015 – pending a vote.

Table 2: The history of active (124), passed and planned (16), and proposed (9) bag ordinance by effective date, total (149).

YEARS	ORDINANCES (149)	ORDINANCES PASSED PER YEAR
1990	1	1
2008	4	
2008/2012	1	5
2009	2	2
2010	6	6
2011	11	
2011/2012	2	13
2012	24	
2012/2012	1	
2012/2013	5	
2012/2014	1	
2012/2015	1	32
2013	50	
2013/2013	2	
2013/2014	6	
2013/2015	1	59
2014	6	
*2014 planned	13	19
*2014 proposed	8	
*2014/2016 planned	1	9
*2015 proposed	1	
*2015 planned	2	3

Date/Date = Ordinances that have a two-phase implementation

*passed with planned effective date, or planned ordinance pending final vote

STATE	CITY / TOWN	YEAR EFFECTIVE	PLASTIC BAG	PAPER BAG	SOURCE
AK	Bethel	2010	BAN		Surfrider
AK	Homer	2012	BAN		CAW
AK	Hooper Bay	2010	BAN		Hilex Poly
AZ	Brisbee	*2014 planned	BAN	$0.05	Hilex Poly, CAW
CA	Alameda	2013	BAN	$0.10	CAW
CA	Alameda County	2013	BAN	$0.10	Hilex Poly, FL DEP
CA	Albany	2013	BAN	$0.10	CAW
CA	Arcata	*2014 planned	BAN	$0.10	Hilex Poly, CAW
CA	Belmont	2013	BAN	fee optional	Hilex Poly, San Mateo County, CAW
CA	Berkeley	2013/2014	BAN	$0.10/$0.25	Hilex Poly, CAW
CA	Brisbane	2013	BAN	fee optional	San Mateo County, CAW
CA	Burlingame	2013	BAN	fee optional	San Mateo County, CAW
CA	Calabasas	2011	BAN	$0.10 minimum	Hilex Poly, FL DEP, CAW
CA	California STATE	*2015 proposed	BAN		Local Press
CA	Campbell	*2014 planned	BAN	fee optional	Hilex Poly, San Mateo County, CAW
CA	Capitola	2012	BAN	$0.25	Hilex Poly, CAW
CA	Carmel	2013	BAN	no fee	Hilex Poly, FL DEP, CAW
CA	Carpinteria	2012/2013	BAN	BAN	Hilex Poly, FL DEP, CAW
CA	Colma	2013	BAN	$0.10	Local Press, San Mateo County, CAW
CA	Culver City	2013	BAN	$0.10	Hilex Poly, CAW
CA	Cupertino	2013	BAN	fee optional	Hilex Poly, San Mateo County, CAW
CA	Daly City	2013	BAN	$0.10 minimum	Daly City, San Mateo County, CAW
CA	Dana Point	2013	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Davis City	*2014 planned	BAN	fee optional	Hilex Poly, CAW
CA	Dublin	2013	BAN	$0.10	CAW

STATE	CITY / TOWN	YEAR EFFECTIVE	PLASTIC BAG	PAPER BAG	SOURCE
CA	East Palo Alto	2013	BAN	fee optional	CAW
CA	El Cerrito	2014	BAN	$0.05	Hilex Poly, CAW
CA	Emeryville	2013	BAN	$0.10	CAW
CA	Encinitas	*2014 proposed	BAN		Local Press
CA	Fairfax	2008	BAN	$0.10	Santa Monica Nexus Study 2010, FL DEP, CAW
CA	Fort Bragg	2012	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Foster	2013	BAN	fee optional	San Mateo County, CAW
CA	Fremont	2013	BAN	$0.10	CAW
CA	Glendale	2013/2014	BAN	$0.10	Hilex Poly, CAW
CA	Half Moon Bay	2013	BAN	fee optional	Hilex Poly, San Mateo County, CAW
CA	Hayward	2013	BAN	$0.10	CAW
CA	Huntington Beach	2013	BAN	$0.10	Hilex Poly, CAW
CA	Laguna Beach	2013	BAN	$0.10 minimum	Hilex Poly, FL DEP, CAW
CA	Livermore	2013	BAN	$0.10	CAW
CA	Long Beach	2011/2012	BAN	$0.10 minimum	Hilex Poly, FL DEP, CAW
CA	Los Altos	2013	BAN	fee optional	San Mateo County, CAW
CA	Los Angeles	2013/2014	BAN	$0.10	FL DEP, CAW
CA	Los Angeles County	2011/2012	BAN	$0.10	FL DEP, CAW
CA	Los Gatos	2013/2014	BAN	$0.10/$0.25	Hilex Poly, San Mateo County, CAW
CA	Malibu	2008	BAN	content standard	Washington Plastic Bag Report, Hilex Poly, FL DEP, CAW
CA	Manhattan Beach	2008	BAN	no fee	Santa Monica Nexus Study 2010, Hilex Poly, CAW
CA	Marin County	2011	BAN	$0.05	Hilex Poly, FL DEP, CAW
CA	Mendocino County	2013/2014	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Menlo Park	2013	BAN	fee optional	San Mateo County, CAW
CA	Mill Valley	2013	BAN	$0.05	Hilex Poly, CAW

STATE	CITY / TOWN	YEAR EFFECTIVE	PLASTIC BAG	PAPER BAG	SOURCE
CA	Millbrae	2012	BAN	$0.10	Hilex Poly, FL DEP, San Mateo County, CAW
CA	Monterey	2012/2012	BAN	$0.10/$0.25	Hilex Poly, FL DEP, CAW
CA	Moorpark	*2014 proposed	BAN		Local Press
CA	Morgan Hill	*2014 planned	BAN	$0.10	Hilex Poly, CAW
CA	Mountain View	2013	BAN	fee unknown	Hilex Poly, San Mateo County, CAW
CA	Napa	*2014 proposed	BAN		Local Press
CA	Newark	2013	BAN	$0.10	CAW
CA	Oakland	2013	BAN	$0.10	CAW
CA	Ojai	2012	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Pacifica	2013	BAN	fee unknown	San Mateo County, CAW
CA	Palo Alto	2009	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Pasadena	2012	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Piedmont	2013	BAN	$0.10	CAW
CA	Pleasanton	2013	BAN	$0.10	CAW
CA	Portola Valley	2013	BAN	fee unknown	San Mateo County, CAW
CA	Redwood	2013	BAN	fee unknown	Hilex Poly, San Mateo County, CAW
CA	Richmond	2013	BAN	fee optional	Hilex Poly, CAW
CA	San Bruno	2013	BAN	fee unknown	San Mateo County, CAW
CA	San Carlos	2013	BAN	fee unknown	Hilex Poly, San Mateo County, CAW
CA	San Diego	*2014 proposed	BAN		Local Press
CA	San Francisco	2008/2012	BAN	$0.10	Washington Plastic Bag Report, Hilex Poly, FL DEP, CAW
CA	San Jose	2012	BAN	$0.10	Called Direct
CA	San Leandro	2013	BAN	$0.10	CAW
CA	San Luis Obispo County	2012	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	San Mateo County	2012/2015	BAN	$0.10/$0.25	Hilex Poly, CAW

STATE	CITY / TOWN	YEAR EFFECTIVE	PLASTIC BAG	PAPER BAG	SOURCE
CA	San Pablo	*2014/2016 planned	BAN	$0.05/$0.10	Hilex Poly, CAW
CA	Santa Barbara	*2014 planned	BAN	$0.10	Hilex Poly, CAW
CA	Santa Clara County	2012	BAN	0.15 minimum	Hilex Poly, FL DEP, CAW
CA	Santa Cruz	2013	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Santa Cruz County	2012/2013	BAN	$0.10/$0.25	FL DEP, CAW
CA	Santa Monica	2011	BAN	$0.10 minimum	Hilex Poly, FL DEP, CAW
CA	Scotts Valley	*2014 proposed	BAN	fee unknown	Local Press
CA	Solana Beach	2012	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Sonoma County	*2014 planned	BAN	$0.10	Hilex Poly, Local Press
CA	South Lake Tahoe	*2014 planned	BAN	no fee	Hilex Poly, CAW
CA	South San Francisco	2013	BAN	fee unknown	San Mateo County, CAW
CA	St Helena	2014	BAN	$0.05	Local Press
CA	Sunnyvale	2012/2014	BAN	$0.10/$0.25	Hilex Poly, FL DEP, CAW
CA	Truckee	*2014 planned	BAN	$0.10	Hilex Poly, CAW
CA	Ukiah	2012/2013	BAN	$0.10	FL DEP, CAW
CA	Union City	2013	BAN	$0.10	CAW
CA	Ventura	*2014 proposed	BAN		Local Press
CA	Watsonville	2012/2013	BAN	$0.10/$0.25	Hilex Poly, FL DEP, CAW
CA	West Hollywood	2013/2013	BAN	$0.10	Hilex Poly, FL DEP, CAW
CA	Woodside	2013/2015	BAN	$0.10/$0.25	Hilex Poly, San Mateo County
CO	Aspen	2012	BAN	$0.20	Called Direct
CO	Boulder	2013	$0.10	$0.10	Called Direct
CO	Breckenridge	2013	$0.10	$0.10	Hilex Poly
CO	Carbondale	2012	BAN	$0.20	Plastic Bag Laws, Hilex Poly, CAW
CO	Mountain Village	2012	BAN - Voluntary		Hilex Poly

STATE	CITY / TOWN	YEAR EFFECTIVE	PLASTIC BAG	PAPER BAG	SOURCE
CO	Telluride	2011	BAN	$0.10	Hilex Poly
CT	Westport	2012	BAN	no fee	Washington Plastic Bag Report
DC	District of Columbia	2010	$0.05	$0.05	Local Press
HI	Honolulu County	2012	BAN	$0.05	Hilex Poly, Plastic Bag Laws, FL DEP
HI	Kauai	2011	BAN	no fee	Santa Monica Nexus Study 2010, Hilex Poly
HI	Maui	2011	BAN	no fee	Washington Plastic Bag Report, Hilex Poly
HI	Oahu	*2015 planned	BAN		Local Press
HI	Paia	2008	BAN	no fee	Santa Monica Nexus Study 2010
IA	Marshall County	2009	BAN	no fee	Santa Monica Nexus Study 2010
MA	Brookline	2013	BAN	content standard	Hilex Poly
MA	Great Barrington	*2014 proposed	BAN		Hilex Poly
MA	Manchester/Gloucester	2014	BAN		Hilex Poly
MA	Nantucket	1990	BAN		Surfrider
MD	Chestertown	2011	BAN	content standard	Hilex Poly
MD	Montgomery County	2012	$0.05	$0.05	Hilex Poly, Plastic Bag Laws, FL DEP
NC	Currituck County	2010	BAN	no fee	Hilex Poly, FL DEP
NC	Dare County	2010	BAN	no fee	Santa Monica Nexus Study 2010, Hilex Poly, FL DEP
NC	Hyde County	2010	BAN	no fee	Hilex Poly, FL DEP
NM	Santé Fe	2014	BAN	$0.10	Hilex Poly
NY	East Hampton Village	2011	BAN	content standard	
NY	Larchmont	2013	BAN	content standard	Hilex Poly
NY	Mamaroneck	2011	BAN		Hilex Poly
NY	Rye	2012	BAN		Hilex Poly
NY	Southampton Village	2012	BAN		Hilex Poly
OR	Ashland	*2014 proposed	BAN	fee unknown	Ashland Local Press

STATE	CITY / TOWN	YEAR EFFECTIVE	PLASTIC BAG	PAPER BAG	SOURCE
OR	Corvallis	2013	BAN	$0.05	Hilex Poly, FL DEP
OR	Eugene	2013	BAN	$0.05	Hilex Poly, FL DEP
OR	Portland	2012/2013	BAN	$0.05	Hilex Poly, Plastic Bag Laws, FL DEP
RI	Barrington	2014	BAN	no fee	Hilex Poly, Local Press
TX	Austin	2013	BAN	BAN	Hilex Poly, FL DEP
TX	Brownsville	2011	BAN		Hilex Poly, Plastic Bag Laws
TX	Fort Stockton	2011	BAN		Hilex Poly
TX	Kermit	2013/2013	BAN	$0.10	Kermit, CAW
TX	Laguna Vista	2012	BAN		Plastic Ban Report
TX	Laredo	*2015 planned	BAN		Hilex Poly
TX	South Padre Island	2012	BAN		Hilex Poly
TX	Sunset Valley	2013	BAN		Hilex Poly
WA	Bainbridge Island	2012	BAN	$0.05	Hilex Poly, FL DEP, CAW
WA	Bellingham	2012	BAN	$0.05	Hilex Poly, FL DEP, CAW
WA	Edmonds	2013/2014	BAN	$0.05	Hilex Poly, FL DEP, CAW
WA	Issaquah	2013	BAN	$0.05	Washington Plastic Bag Report, Hilex Poly, FL DEP, CAW
WA	Mercer	*2014 planned	BAN	$0.05	Hilex Poly, CAW
WA	Mukilteo	2013	BAN	$0.05	Hilex Poly, FL DEP, CAW
WA	Olympia	*2014 planned	BAN	$0.05	Hilex Poly, CAW
WA	Port Townsend	2012	BAN	$0.05	Hilex Poly, FL DEP, CAW
WA	Seattle	2012	BAN	$0.05	Hilex Poly, FL DEP, CAW
WA	Shoreline	2014	BAN	$0.05	Hilex Poly, CAW
WA	Thurston County	*2014 planned	BAN	$0.05	Hilex Poly, CAW
WA	Turnwater	*2014 planned	BAN	$0.05	Hilex Poly, CAW

SOURCES:

Californians Against Waste (CAW), Calls to Municipalities, Daly City, Fight the Plastic Bag Ban, Florida Department of Environmental Protection, Hilex Poly, Local Press, Plastic Bag Laws, Plastic Ban Report, San Mateo County, Santa Monica Nexus Study 2010, Surfrider, Washington Plastic Bag Report

Natural Resources Council of Maine | clf | Sierra Club | Friends of Casco Bay | Casco Baykeeper | Surfrider Foundation Maine

May 20, 2014

Dear Members of the Transportation and Sustainability Committee,

We are writing to express our strong support for your committee to recommend to the City Council adoption of the disposable bag fee ordinance that discourages the use of both plastic and paper bags. We are encouraged by the committee's efforts and careful consideration of the issues and goals of various approaches.

We have spent considerable time evaluating the options available to Portland, and we have looked carefully at the experiences of communities nationwide that have taken action to encourage the use of reusable bags through municipal ordinances.

As you approach final deliberations on this issue, we would urge you to set up the program to be as strong and successful as possible by including *both* plastic and paper carryout bags in the ordinance. **We do not support a fee or ban on plastic bags alone for the following reasons:**

- **No increase in reusable bags.** Placing a fee on plastic alone would simply encourage customers to shift to paper bag use, which is not a desirable alternative.
- **Added costs for merchants.** Paper bags are more expensive for merchants to purchase than plastic, so an increase in paper bag use would increase costs for affected businesses.
- **No reduction in environmental impacts.** Studies show that the life cycle environmental impacts of paper bag production and disposal are just as high as plastic bags.
- **Consumer choice.** Retaining an option to pay for a paper or plastic bag is preferable, so that customers have a choice of purchasing a bag which can be valued for some uses.
- **Experience of other cities.** Cities around the nation have adopted disposable bag ordinances that include *both* plastic and paper bags, and these ordinances are succeeding in drastically reducing the use of disposable bags.

Hundreds of communities around the world have seen significant reductions in the use of disposable carryout bags by placing a price on the bags. Even at five cents, people quickly change behavior and start remembering their reusable bags. This is the outcome we are looking for to help make Portland a more sustainable city. Thank you for your consideration of this input.

Sincerely,

Sarah Lakeman
Natural Resources Council of Maine

Ben Tettlebaum
Conservation Law Foundation

Glen Brand
Sierra Club, Maine Chapter

Cathy Ramsdell
Friends of Casco Bay

Ryan Elizabeth Cope
Surfrider Foundation, Maine Chapter

April 22, 2014

Sarah Lakeman
Natural Resources Council of Maine
3 Wade St.
Augusta, Maine 04330

Dear Sarah:

Thank you for your question about plastic and paper bags. Hannaford generally does not take positions on different policy ideas related to the impact of plastic or paper bags. However, as you noted in our conversation, we definitely have a lot of experience with both types of bags so we may be able to help with information.

We do believe that any regulation to ban or limit single use bags would be wise focus on both types, plastic and paper. The reason is that paper also has an environment impact that is quite significant. It is energy and resource intensive to manufacture paper. In addition, paper takes up substantially more volume in the transportation chain. In general, single-use paper requires about six times the volume to transport than single-use plastic and that's a big part of what drives both the carbon impact and cost to consumers. It effectively removes the unintended consequence of driving up the energy/carbon impacts when any approach to regulate includes both classes of single use bags. I hope this is helpful.

Sincerely,

Kasey Harris
Hannaford Supermarkets

Melissa Graffam - Re: FW: Portland Bags Ordinance - request for Hannaford

From: Dave Marshall <marshalldistrict2@gmail.com>
To: Sarah Lakeman <slakeman@nrcm.org>
Date: 4/24/2014 5:50 PM
Subject: Re: FW: Portland Bags Ordinance - request for Hannaford
CC: Edward Suslovic <edsuslovic@portlandmaine.gov>, Jon Hinck <jhinck@lewiss...

Thanks Sarah, I've copied city staff so this can be added to the public record. Have a great day.

--
Best Wishes,
Dave Marshall

David A. Marshall
Portland City Councilor Fine Artist
207.409.6617 DAMFineArt.com
Constellation Gallery 511 Congress St, Portland, ME

On Apr 24, 2014 2:11 PM, "Sarah Lakeman" <slakeman@nrcm.org> wrote:

> Hello Gentlemen,
>
> You may be interested to know that I had asked Hannaford for an opinion on an ordinance that didn't cover paper bags, only plastic, and their response is below. I also shared this information with Kevin Donoghue in a separate email since it was a continuation of our ongoing conversation.
>
> Hope you are having a good week,
>
> Sarah
>
> **Sarah Lakeman**
>
> *Sustainable Maine Policy Advocate and Outreach Coordinator*
>
> **Natural Resources Council of Maine**
>
> 3 Wade St. Augusta, Maine 04330
>
> 207.430.0170 (direct)
>
> 207.751.9539 (cell)
>
> slakeman@nrcm.org
>
> ---
>
> **From:** Harris, Kasey [mailto:Kasey.Harris@delhaize.com]

Sent: Thursday, April 24, 2014 1:31 PM
To: Sarah Lakeman
Cc: Norton, Michael; Blom, Eric; Parmenter, George; Knapp, Judy
Subject: Portland Bags Ordinance - request for Hannaford

April 22, 2014

Sarah Lakeman

Natural Resources Council of Maine

3 Wade St.

Augusta, Maine 04330

Dear Sarah:

Thank you for your question about plastic and paper bags. Hannaford generally does not take positions on different policy ideas related to the impact of plastic or paper bags. However, as you noted in our conversation, we definitely have a lot of experience with both types of bags so we may be able to help with information.

We do believe that any regulation to ban or limit single use bags would be wise to focus on both types, plastic and paper. The reason is that paper also has an environment impact that is quite significant. It is energy and resource intensive to manufacture paper. In addition, paper takes up substantially more volume in the transportation chain. In general, single-use paper requires about six times the volume to transport than single-use plastic and that's a big part of what drives both the carbon impact and cost to consumers. It effectively removes the unintended consequence of driving up the energy/carbon impacts when any approach to regulate includes both classes of single use bags. I hope this is helpful.

Sincerely,

Kasey Harris

Hannaford Supermarkets

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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April 25, 2014

(http://www.huffingtonpost.com/green)

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Massive Iceberg Six Times The Size Of Manhattan Breaks Off Of Antarctica
(http://www.huffingtonpost.com/2014/04/23/massive-iceberg-makes-a-run-for-it_n_5199559.html)

(http://www.huffingtonpost.com/2014/04/24/vermont-lawmakers-pass-gmo-labeling-bill_n_5203569.html)
Vermont To Become First State To Require Labels On GMO Foods
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alissa.scheller@huffingtonpost.com
(mailto:alissa.scheller@huffingtonpost.com)
(/user/profile/index.jsp?author=alissa-scheller)

This Is How Your Plastic Bag Ends Up In Massive Ocean Garbage Patches

Posted: 04/22/2014 12:47 pm EDT | Updated: 04/22/2014 12:59 pm EDT

4.3k 1169
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MORE: Plastic Pollution, Plastic Trash Oceans, Ocean Trash Cleanup, Ocean Trash, Marine Debris, Garbage, Plastic Ocean Trash, Infographics, Ocean Gyres, Marine Life, Ocean Landfills, Pacific, Trash, Plastic, Plastic Ocean, Plastic Bags, Ocean, Plastic Ocean Garbage

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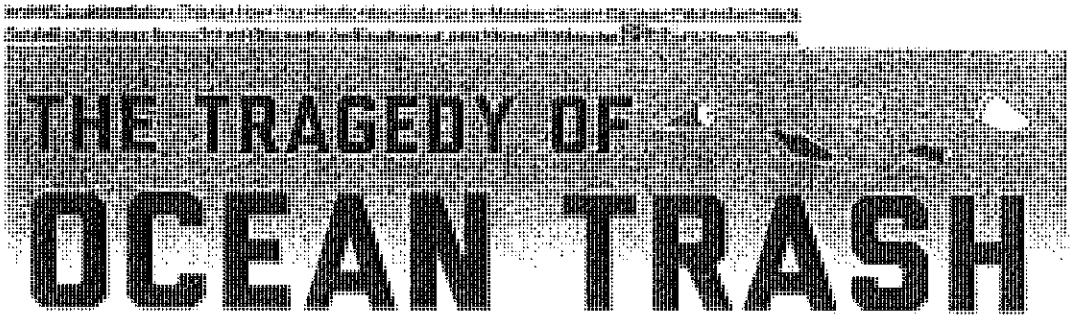
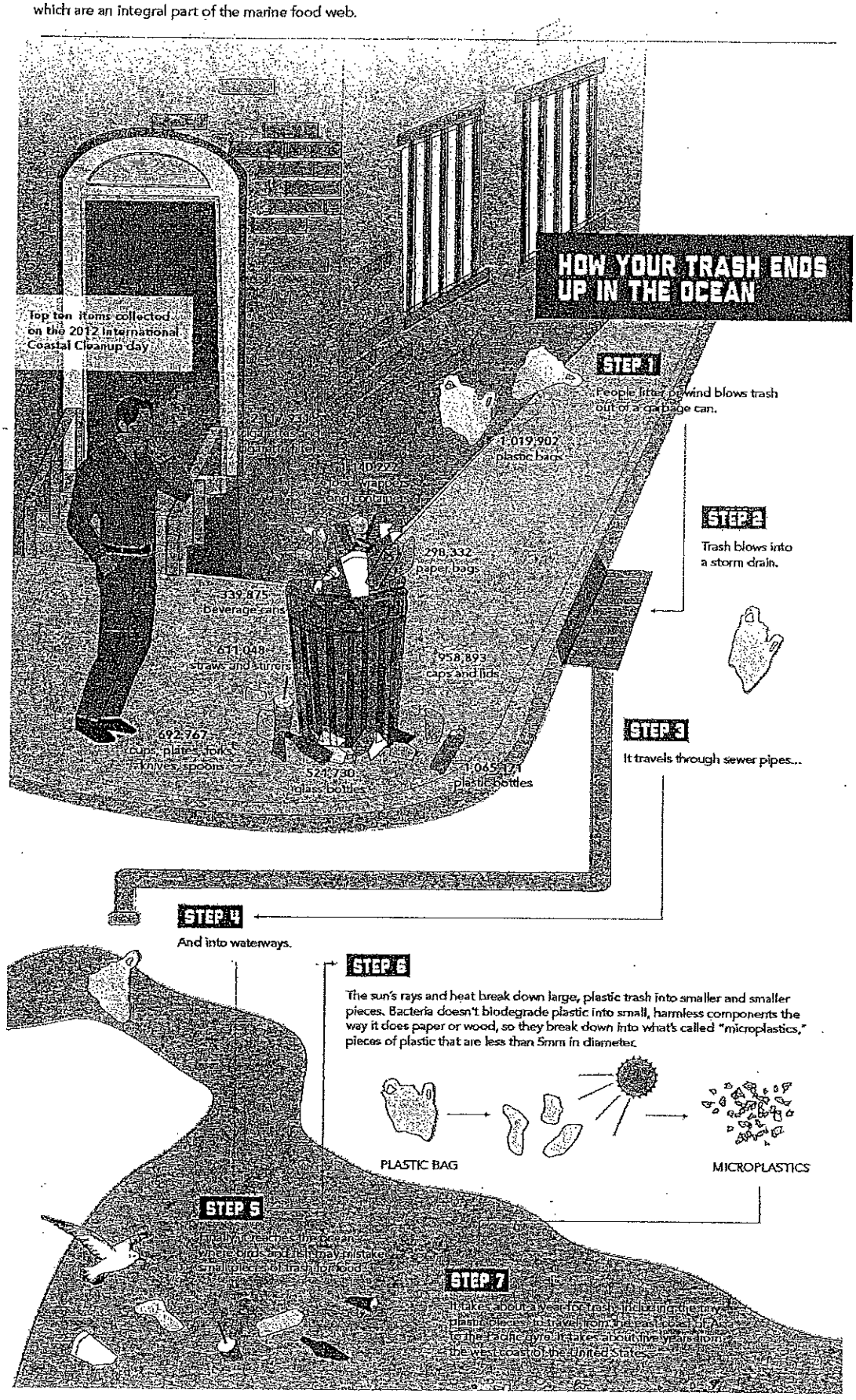
(http://www.pinterest.com/pin/create/button/?media=http%3A%2F%2Fi.huffpost.com%2Fgen%2F1485418%2Fthumbs%2Fo-OCEAN-TRASH-570.jpg&url=http%3A%2F%2Fwww.huffingtonpost.com%2F2014%2F04%2F22%2Fplastic-ocean-garbage_n_5191294.html&description=This+Is+How+Your+Plastic+Bag+Ends+Up+In+Massive+Ocean+Garbage+Patches)

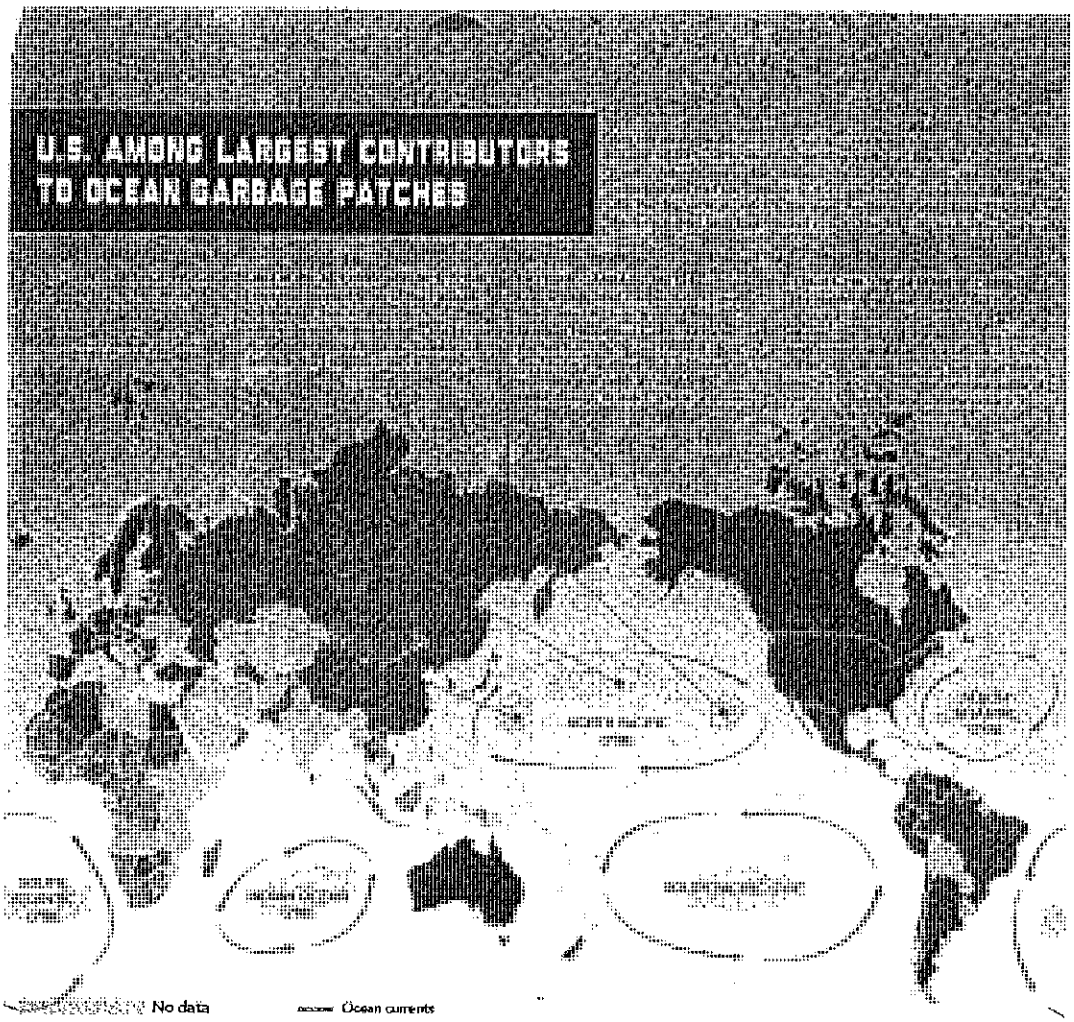
Ever heard of the Pacific garbage patch (http://education.nationalgeographic.com/education/encyclopedia/great-pacific-garbage-patch/?ar_a=1)? It's one of several swirling trash zones in our oceans, and it's where a lot of our [illegible] piles of floating trash in the water, the GGEANoTRAGH they are and how they got there is just as gross -- and just as harmful to marine life.



Trash of all kinds exists in the ocean -- clean-up crews have found cigarette butts, glass bottles and even mattresses. But the most common type of trash found in the ocean's gyres (circular currents formed by wind patterns and the earth's rotation) is tiny pelces of broken down plastics, known as microplastics. Microplastics, as well as plastic products before they're broken down into smaller bits, have a devastating impact on life in the ocean. Loggerhead sea turtles often mistake plastic bags for jellyfish, their favorite food, and microplastics and other trash can block sunlight from reaching plankton and algae,

which are an integral part of the marine food web.





Kilograms of municipal solid waste generation per capita per day

.09–.48	.49–.53	.54–.87	.88–1.13	1.14–1.37	1.38–1.92	1.93–2.4	2.41–14.4

Source: Ocean Conservancy, Environmental Protection Agency, Mother Nature Network, World Bank, NOAA, Smithsonian, National Geographic

THE HUFFINGTON POST

Infographic by Alissa Scheller for The Huffington Post.

Suggest a correction

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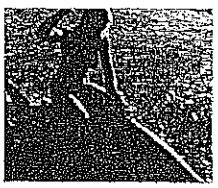
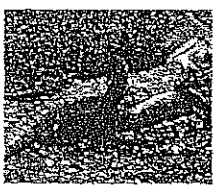
Mark Ruffalo: 4 Years Since BP And There's Been No Change



(http://live.huffingtonpost.com/r/archive/poses-with-dead-shark/533ec380fe34440cf10001387?cn=tbla)

Girl Poses With Dead Shark



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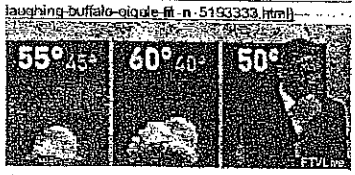

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Melissa Graffam - Re: Letter

From: Dave Marshall <marshalldistrict2@gmail.com>
To: Sally Trice <strice@maine.rr.com>, Melissa Graffam <MAG@portlandmaine.go...
Date: 4/17/2014 10:55 AM
Subject: Re: Letter

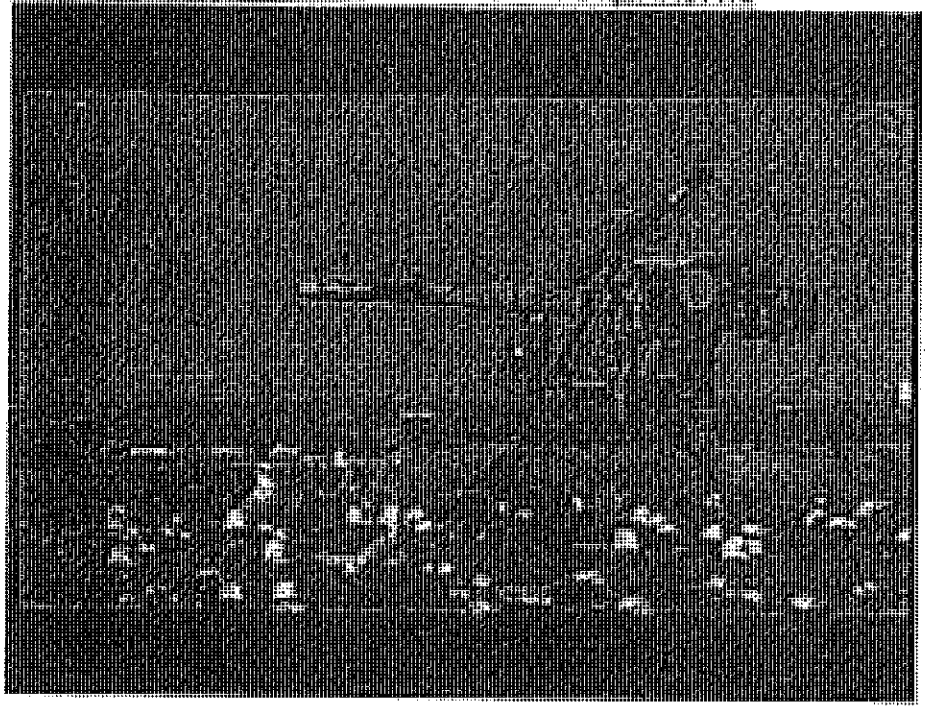
Thanks Sally,

We will ensure that your letter is included in the public record. It was nice to see you again yesterday.

On Tue, Apr 15, 2014 at 8:14 PM, Sally Trice <strice@maine.rr.com> wrote:

> Hi Dave,
> Can this letter be added to the other letters for tomorrow's meeting (could you also
> forward it to the members tonight since I do not have their email addresses?)
> Thank you, Sally Trice
> Dear members of the Transportation, Sustainability and Energy Committee:
> I am strongly in favor of banning polystyrene and also of instituting a fee on plastic bags.
> It is short-sighted to view this only as a current economic issue; it is far more than that.
> Many responsible businesses have already discontinued the use of these products - and they
> have not gone out of business. To the contrary, they are thriving because there are those who
> choose to shop at these stores because of their sense of environmental responsibility. These
> stores are refunding me money each time I bring my own bag: Whole Foods credits me .05 for
> each bag, and Rosemont Market credits me .10 for each bag!
> Above all, for me it's all about what kind of world we are going to leave for our children and
> our children's children - and their children as well. They are depending on us to care for our earth.
> The Great Law of the Iroquois holds it important to think seven generations ahead (about
> 140 years into the future) and decide whether the decisions they make today would benefit their
> children seven generations into the future: "In every deliberation, we must consider the impact

on the seventh generation..."
The world biggest garbage dump is a floating one of plastic in the Pacific Ocean that is estimated
to be twice the size of the USA. I hope you'll take this time to watch this 7-minute video on it.
https://www.youtube.com/watch?v=XxNqzAH6Xvs



--
Best Wishes,
Dave Marshall

David A. Marshall
Portland City Councilor 207-409-6617
Chair
Transportation, Sustainability, and Energy Committee

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Melissa Graffam - Fwd: Green Packaging Proposal

From: Dave Marshall <marshalldistrict2@gmail.com>
To: Melissa Graffam <MAG@portlandmaine.gov>
Date: 5/20/2014 7:37 PM
Subject: Fwd: Green Packaging Proposal

Please add this to the back up material for the bag fee ordinance. Thanks.

--
Best Wishes,
Dave Marshall

David A. Marshall
Portland City Councilor Fine Artist
207.409.6617 DAMFineArt.com
Constellation Gallery 511 Congress St, Portland, ME

---------- Forwarded message ----------
From: "Delene Perley" <deleneperley@gmail.com>
Date: May 20, 2014 3:47 PM
Subject: Green Packaging Proposal
To: <marshalldistrict2@gmail.com>, "Cheryl Leeman" <CL@portlandmaine.gov>, "Jon Hinck" <jhinck@portlandmaine.gov>, "Kevin Donoghue" <kjdonoghue@portlandmaine.gov>
Cc:

To: Transportation, Sustainability and Energy Committee

From: Delene Perley

15 Middle Street, Unit 302

Portland, ME 04101

(cell) 207 310 8721

Re: Green Packaging Task Force and Plastic Bags

Date: May 20, 2014

Thank you for your work on City Council and the Transportation, Sustainability and Energy Committee. As of January of this year I am a Portland citizen, having lived in Windham prior to our move to the "big city"

During recent years I have worked with the Social Action Committee at my church, Allen Avenue UU here in Portland on a number of issues. One of those is that of reducing plastic and paper bag usage. We sat outside a Shaws, Hannafords, Walmart, Rite Aid and Whole Foods, each for an hour counting how

many people made use of reusable bags versus those who did not. After our survey, we discussed the results with the store managers and encouraged them in their effort to urge more usage of reusable bags. The percentages ranged from 0 to 40%, by the way.

More recently I visited Ireland. Suddenly I realized there were NO plastic bags on the street, in people's hands, in any stores. "What was going on?" we inquired. Oh, they put a tax on the bags a few years ago and people stopped using them. They charged 33 cents a bag and there was a 94% drop in plastic bag usage within the year. At the same time it became "socially unacceptable" to use them. In other words, people's awareness of the environment and the need to protect it went up dramatically. In 2008, prior to this tax, 37 BILLION bags a year were used in their country.

Wales reduced their usage of plastic bags by 96% over a three-year period, using a fee close to the 10 cents you are considering. D. C. in our own country has initiated a fee as well – but with limited success. Maybe that is related to the low fee of five cents.

On reading about these initiatives, my conclusion would be that a fee is a very good idea, the higher the better (a quarter might improve our success rate). As well, a campaign needs to take place, informing people why the fee was put in place. Allowing the stores to keep the fees would simplify things for them but I should think that since they will not only reap the financial benefits from the fees but also have lower costs for purchasing such bags, you could ask them to provide the publicity needed for informing the public of the advantage of this approach to helping clean up our environment.

By setting an example in the state, we will be leading the way to eliminating these environmental menaces from an even larger area. I look forward to a day when I do not see plastic bags clinging to trees, filling ditches and blowing on our beaches. Thank you in advance for your work on this initiative. I hope you support it with your positive vote.

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Melissa Graffam - Fwd: Fw: Another Major City Bans Plastic Shopping Bags

From: Dave Marshall <marshalldistrict2@gmail.com>
To: Melissa Graffam <MAG@portlandmaine.gov>, Michael Bobinsky <mbobinsky@por...
Date: 5/1/2014 5:46 PM
Subject: Fwd: Fw: Another Major City Bans Plastic Shopping Bags

Please add the email from Sally to the public record. Thanks.

---------- Forwarded message ----------
From: **Sally Trice** <strice@maine.rr.com>
Date: Wed, Apr 30, 2014 at 8:06 PM
Subject: Fw: Another Major City Bans Plastic Shopping Bags
To: marshalldistrict2@gmail.com, Ed Suslovic <edsuslovic@portlandmaine.gov>

. . . and that city is - Chicago!
Sally
From: HuffPost Green
Sent: Wednesday, April 30, 2014 5:51 PM
To: strice@maine.rr.com
Subject: Another Major City Bans Plastic Shopping Bags

GREEN

Another Major City Bans Plastic Shopping Bags

Oil Train Derails In Lynchburg, Virginia, Sparking Fire

Oil Train Derails In Lynchburg, Virginia, Sparking Fire

Storms Carve Deadly Path Through South, Midwest

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May 6, 2014

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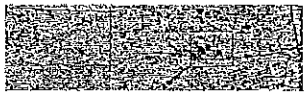

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Antarctic Ice Shelf On Brink Of Unstoppable Melt (http://www.huffingtonpost.com/2014/05/05/antarctic-ice-melt_n_5263660.html)

(http://www.huffingtonpost.com/2014/04/30/pornhub-planting-trees_n_5240803.html)

Watch Porn, Help Plant Trees Across America (http://www.huffingtonpost.com/2014/04/30/pornhub-planting-trees_n_5240803.html)

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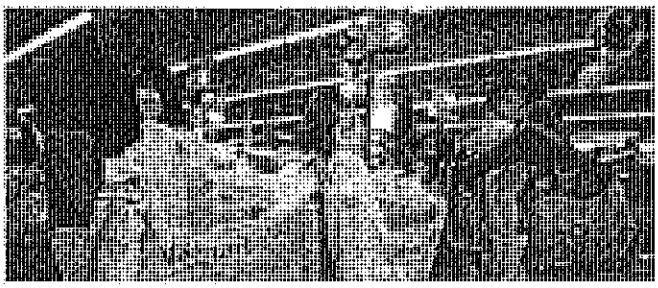
Chicago Approves Ban On Plastic Shopping Bags

The Huffington Post | by Joseph Erbentraut (/joseph-erbentraut) (/users/ad/mt/fnak.cgi?author=joseph-erbentraut) Follow 570

Posted: 04/30/2014 3:38 pm EDT | Updated: 04/30/2014 4:59 pm EDT



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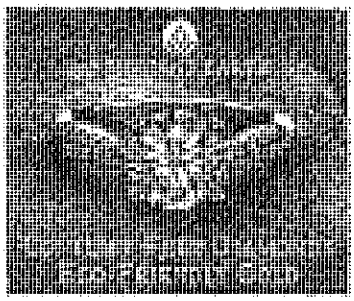
Chicago has become the latest U.S. city to approve a ban on plastic shopping bags. The City Council voted overwhelmingly in favor of a partial plastic bag ban in Chicago on Wednesday (http://www.chicagotribune.com/news/politics/elout/chi-chicago-aldermen-vote-to-ban-plastic-bags-20140430-0.2716323.story), the Chicago Tribune reports. The proposal was backed by Mayor Rahm Emanuel and passed with a vote of 36-10.

The new ordinance will first go into effect in August 2015, when retailers occupying stores that are more than 10,000 square foot will no longer be allowed to offer plastic bags. The ban will be extended to smaller chain stores and franchises in August 2016, while small independent or non-franchise stores and restaurants will not be affected by the legislation.

Fines run between $300 and $500 each time the ordinance is violated.



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(http://www.huffingtonpost.com/2014/05/05/met-gala-2014-red-carpet_n_5235877.html?utm_hp_ref=mostpopular)

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Ald. Proco "Joe" Moreno (1st), the ordinance's lead sponsor, said a yes vote for the bill was in the best interests of both the environment and the economy (http://www.dnainfo.com/chicago/20140430/downtown/chicago-bans-plastic-bags-big-stores-have-until-2015-make-change), DNAinfo Chicago reports.

Other aldermen didn't see it that way.

Ald. Leslie Hairston (5th) opposed and voted against the ordinance because she was concerned about how the additional costs associated with providing paper bags -- which cost three times the amount of plastic -- may impact her efforts to attract a new grocery store tenant for an empty space in her South Side district (http://politics.suntimes.com/article/chicago/city-approves-partial-ban-plastic-bags/wed-04302014-1224pm), according to the Chicago Sun-Times.

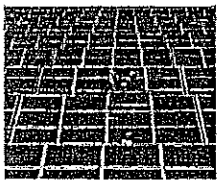
"Grocers are already reluctant to come to my community, and we're gonna give them more reason by banning plastic bags," Hairston said Wednesday, the Sun-Times reports. "I'm tired of focusing on things that hurt people instead of helping people."

Some retail groups also fear the ban will impact the economy negatively.

"The city council has approved an ordinance that will raise the cost of doing business in Chicago and nothing for the environment (http://abclocal.go.com/wls/story?section=news/local/chicago_news&id=9522186)," Tanya Triche, vice president and general counsel of the Illinois Retail Merchants Association, said in a statement reported by ABC Chicago. "Driving up expenses for retailers and forcing customers to pay more at the store while not helping the environment flies in the face of the city's goal to make Chicago one of the nation's greenest cities and support companies that have invested significantly in Chicago's neighborhoods."

Supporters of the ordinance estimate that 3.7 million plastic bags are used citywide daily and that between 3 and 5 percent of them become litter, getting stuck in drains and causing flooding, clogging landfills and jamming recycling machinery.

Suggest a correction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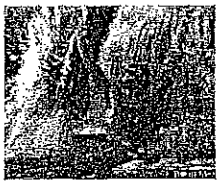
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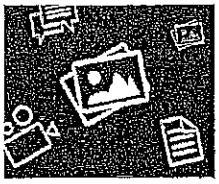
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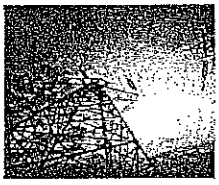
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March 19, 2014

To the City of Portland Transportation, Sustainability and Energy Committee
Input on Bag Tax from Andy Charles, Owner of Haven's Candies

Dear Councilors Marshall, Hinck, Donoghue and Leeman,

Please accept these comments as you consider the proposed plastic & paper bag tax for Portland. I offer this input as a business owner with a retail candy store located on Forest Avenue. My company (Haven's Candies) was founded 99 years ago in the City of Portland, and we have maintained a retail location in the city ever since. During the past several years business conditions have been very challenging, especially at my Portland location. To be honest, I am assessing whether or not it makes sense to continue operating a store in the city. Anything that harms or impairs business results there will certainly factor into that decision.

For the record, I am strongly opposed to implementation of a bag tax or bag fee. While I understand and appreciate the motives behind the proposed tax, it is the wrong idea at the wrong time. Here are some of the reasons for my position:

- The bag tax amounts to a cost increase for my customers during tough times, and will inevitably have a negative impact on sales. Some customers will choose to shop in another locale, or will forego a candy purchase entirely in favor of some other gift that does not come with a bag tax. My competition is not just other candy stores outside of Portland, it is all other gift alternatives.

- The bag tax would require me to reprogram my cash registers and create new procedures unique to my Portland location. I just spent over $2000 implementing the increased 5.5% state sales tax; now I will need to again reprogram just at the Portland store if the bag tax goes through. Whatever the cost is, it will take several years to recover even with the $0.04/bag retained by the retailer.

- In addition to the costs of reprogramming and training, the bag tax will force me to create a separate tracking system just for one of my 3 retail locations. We don't currently keep track of how many bags are sent to and used at each store; the inventory is replenished as needed. If the bag tax is enacted, I'll need to set up a system to count how many bags are given out and a tracking system for collecting and remitting 60% of bag tax revenues to the city. I'll also need to account for how the 40% retained bag tax revenues are used in order to prove they are spent appropriately. Otherwise I will be subject to the fines and penalties in the proposed ordinance. This adds up to a lot of cost and work for very minimal benefit.

- With a bag tax my retail salespersons will be forced to accurately guess how many bags are needed as they ring up customer purchases so they can add the number of bags to

the sale. This will be a logistical nightmare, especially during the peak candy seasons when every second counts and the lines get long. Customers will be furious.

- Encouraging customers to bring their own reusable bags may sound nice, but raises some real issues for a small premium candy retailer like Haven's. There will undoubtedly be an increase in shrink (the euphemism for theft) when customers shop and place items in their own bag. I have no way of knowing how sanitary the reusable bags are, but they are bound to be less clean/food safe than the new bags I provide now. Chocolate easily absorbs aromas; how do I respond when a customer who brought a stinky reusable bag into my store complains about the taste of my product after it sat in their bag? The liability will surely be mine.

- Customers who do not bring their own bags will inevitably demand that my staff cram as much product as possible into each bag, to minimize the number of 10 cent fees that go along with their purchase. This goes totally against our practice of carefully bagging items so they are not broken or damaged; many of my chocolates are fragile. And who do you think will bear the cost when a customer returns with chocolate Easter bunnies with broken ears caused by overstuffing the bag?

- The bag tax constitutes heavy-handed government intrusion into private commerce. The way to influence consumer behavior is through incentives, not penalties. And the punitive tone of the enforcement and penalty language in the proposed ordinance makes it clear the city does not trust businesses to be honest. I reject this suggestion and it makes me angry to see that kind of tone in an ordinance.

Like all of you, I care about the environment and want to do the right thing to make it better. But a bag tax isn't the right approach. According to the UN, the 2 largest contributors to greenhouse gases are raising livestock for human food consumption and transportation. So if you want to make a real impact on climate change, stop eating meat. I did. But I still prefer to transport my vegetables and whole grains home in a clean unused plastic bag, and I am responsible enough (even without government coercion) to recycle my bags responsibly.

Respectfully submitted,

Andy Charles
Owner – Haven's Candies

Maine Grocers & Food Producers Association

March 19, 2014

Councilor David A. Marshall, Chair
Transportation, Sustainability and Energy Committee
City of Portland
55 Portland Street
Portland, Maine 04101

Dear Councilor Marshall and Committee Members,

I am testifying in opposition to the proposed ordinance mandating Portland grocers and supermarket operators (and others) to collect bag fees from their customers and remit a portion of those fees back to the City of Portland. This proposal would be the most expansive and aggressive bag tax in the country.

By way of introduction, I am Shelley Doak, Executive Director, Maine Grocers & Food Producers Association and served on the Green Packaging Working Group Task Force. The Maine Grocers & Food Producers Association is a statewide business trade association representing main street businesses; independently owned and operated grocery stores, supermarkets, wholesalers and distributors, food and beverage producers and processors and associated service companies.

Portland businesses are pro-environment and anti-litter. They want a cleaner city too. Many Portland retailers place plastic bag collection bins at the front of their stores to encourage recycling – it's the law. Most large grocers and retailers already manage complex internal recycling programs; and they educate their customers about recycling placing signage/placards in their parking lots and entry ways. They accept a variety of plastic film that is being shipped out of state to be recycled. Our members are environmental leaders as demonstrated by their investments in their facilities and partnerships within the communities they serve.

The proposed ordinance to "reduce waste" by creating a "waste reduction fee" of $.10 on certain paper and plastic bags imposed on Portland residents and visitors would lead you to assume that the City has exhausted all other opportunities to influence its residents to do the right thing with plastic and paper bags. It would also lead you to believe that the highest percentage of the City's waste is attributed to these bags. I ask you, what percentage of Portland's waste stream actually comes from these bags? And why just limit this waste reduction fee to these multi-purpose bags? What about the one use newspaper bag? It might surprise you to calculate the number of newspaper bags in circulation.

This policy would also impose additional costs to consumers. A $.10 per bag tax may not sound like much now, but over the course of years of shopping it would add up significantly. This is a regressive tax impacting consumers already struggling to keep up with rising food, utilities and home heating prices; (The US Department of Agriculture estimates that grocery prices will be up 3.4% in 2014 and increase of 0.9% in 2013) taking money out of the pockets of Portland's consumers by increasing their grocery bills is bad policy. This would add to Portland's already (well publicized) skyrocketing Portland tax rates.

Of particular note, Portland citizens receiving SNAP and WIC assistance who are prohibited from using their benefits to purchase non-food items would be unfairly impacted. How would they be expected to come up with the cash to pay the tax on these bags let alone purchase a reusable bag?

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mainegrocers.org

We oppose the ordinance because it will increase costs to businesses. As proposed, 60% of the tax would be retained by the City to establish another regulatory layer to "police" the bag tax. Our members already comply with multiple licensing requirements including collecting and remitting state sales tax, ensuring that only age eligible adults purchase liquor and tobacco products; the list goes on and on; there is no need for the heavy handed mandates contained in this proposed ordinance.

Let's look at the facts. Plastic bags are not the environmental hazard some would suggest. According to the U.S. Environmental Protection Agency, plastic bags comprise less than one percent of the total U.S. waste stream. Proponents are adamant that plastic bags, given out by retailers, are the target of their litter and waste stream concerns. But I ask you to consider the plight of these bags. They are filled with grocery items, taken inside the home, unpacked and then tucked away to be used 101 different ways or taken back to the store recycling collection bin. How can you be certain that they are the primary source of the litter and waste stream problems? What percentage of plastic mucking up ecomaine's system really comes from these bags?

The City and its partner ecomaine admit that collecting certain bags (#2 and #4) for recycling is creating a headache, and they have said that it's been hard to find suitable markets to sell these plastics. But retailers have found the opposite to be true. They are collecting increasing volumes of bags and other plastic film thereby reducing Portland's waste stream. I can assure you that retailers wouldn't be expending the resources to collect, bundle and transport these plastics if there wasn't a viable market and a good return on their investment. So why can't the City of Portland adopt this same approach?

Before imposing another tax, we urge the City to exam current litter laws and enforcement records. How often are citations made for littering and for what? What is the fine structure? Is it high enough to deter littering?

Before imposing another tax, we think the time has come for the City of Portland to invest in closed recycling bins. How much litter is attributed to recyclable materials taking flight on a windy day?

Before imposing another tax, the City of Portland and ecomaine should intensify their consumer education to build awareness about plastics to ensure that ALL plastic bags are clean and separated, for example. Further, they should feel free to inform their customers that retailers are happy to take back their plastic bags and other plastic packaging.

Before imposing another tax, the City of Portland has the opportunity to take a leadership role by becoming the first community in the State to adopt a comprehensive and meaningful education campaign to:

- increase appropriate recycling of existing bags
- identify ways to reuse and properly dispose of bags
- reduce the number of bags distributed by all retail outlets and at city and private events
- increase the use of reusable bags

Portland should adopt the Got Your Bags? Maine campaign. The promotional and educational materials are available for immediate implementation. Maine was one of the first states to launch this statewide, voluntary program designed for both retailers and consumers to help educate them on the benefits of reducing bag numbers, recycling bags, increasing the use of reusable bags and providing information helpful to municipalities. The Got Your Bags? Maine campaign is always looking for meaningful opportunities to expand the program. Don't bypass this opportunity to do the right thing.

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Don't impose another tax on City residents and visitors and don't increase the regulatory burden on the retail community; they are already doing the right thing. Beware too that potential retailers looking to develop in Portland will not look at this ordinance favorably. Do the right thing by figuring out a better recyclable collection system with a viable market. It can be done.

Sincerely,

Shelley F. Doak, Executive Director

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MAINE
Restaurant Association

Bag Fee

Enhancing Prosperity for Maine's Restaurants

Chairman Marshall and distinguished City Council and committee members, my name is Greg Dugal and I am here representing the Maine Restaurant and Maine Innkeepers Association in opposition to the ordinance that would create a 10 cent waste reduction fee on disposable bags in the City of Portland. Though our Associations and our Portland members do not support the fee in principal, we truly feel that this ordinance definitely is more unfair to the restaurant industry than others. There is a reason why almost all communities that were used as examples in the Green Working Task Force as bag fee cities chose not to include restaurants. Actually none included restaurants initially and only one that we looked at added restaurants to the mix after the fact, San Francisco. I made these concerns known at the Task Force level and feel that many members of that group understood the reasons for our concern.

I took the liberty of contacting as many of the subject cities as I could and they all cited that restaurants and their representatives made a strong case for issues relating to food quality, food safety and public safety. Though we have been somewhat conditioned to bring our reusable bags to the grocery store, this has not been the case for restaurants providing take out or drive throughs at quick service restaurants. I am not sure how one would get the bag to the employee behind the speaker. Concerns voiced from other cities were that if consumers chose not to pay for the bag that food quality would suffer due to the quick cool down the prepared food would experience. It also could be a matter of food safety as prepared foods could reach unsafe temperatures for consumption at a much faster rate. Public safety could also be jeopardized as employees and consumers may put themselves at risk by having to handle food that has just been brought up to proper cooking temperatures sometimes in excess of 400 degrees. Going through the drive through could become quite an interesting experience particularly if you are purchasing food for several people.

Having said all of that, both associations support the remainder of the retail community in opposition to this ordinance in general and suggest, as they have, that education is the key to success in reduction, reuse and recycling of bags provided in a retail setting. The Got Your Bags campaign has been a successful educational tool nationwide and the Got Your Bags Maine effort has proven to be an incredible resource for people to think outside of the box when it comes to the proper use of bags and interesting ideas that promote the reduction of waste.

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The actual charge for the bag, which in our minds flies in the face of good customer service, pales in comparison to the potential quagmire that the reporting element of this ordinance may provide. How will retailers capture this tax on their point of sale systems or worse what if they don't have one? What is the reporting schedule, weekly, monthly, quarterly or yearly? How will the city in lean economic times enforce and staff this effort? In this ordinance you have exempted the retailers' portion of the fee as not subject to sales tax. I do not believe that the city has the jurisdiction to do this. In the restaurant and lodging world, any fee that a consumer has to pay at the point of sale like resort fees or housekeeping fees, IS subject to sales tax based on interpretations by the Maine Bureau of Revenue Services. Will the retailer be subject to sales and income taxes on the whole ten cents or just their portion of the fee? I deal with Revenue Services on a daily basis and their approach to this will be to audit and charge people for taxes not collected with no concern for what the city is trying to achieve or what the merchant was required to collect.

We respectfully ask that you abandon this proposed disposable bag ordinance in favor of a straight forward educational effort that can be championed by the City of Portland. Thank you for your time ond your consideration.

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clf
conservation law foundation

For a thriving New England

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TESTIMONY ON AMENDMENT TO PORTLAND CITY CODE
CHAPTER 12 GARBAGE, WASTES AND JUNK
ARTICLE IX. WASTE REDUCTION
SECTIONS 12-230 THROUGH 12-238

Ben Tettlebaum, Attorney
Conservation Law Foundation
Portland, ME 04101
btettlebaum@clf.org

March 19, 2014

Chair Marshall and members of the Transportation, Sustainability and Energy Committee, my name is Ben Tettlebaum, and I am an attorney with the Conservation Law Foundation (CLF). Thank you for receiving this testimony in support of the amendment to Chapter 12, Sections 12-230 through 12-238 ("Bag Fee Ordinance").

We support the Bag Fee Ordinance for the reasons summarized in the Task Force Majority Report. In particular, CLF is concerned about the long-term, negative environmental impact of continued plastic bag use. Harmful environmental effects include, but are not limited to, the following:

- Plastic bags can take up to 1,000 years to degrade.
- As plastic bags break down, they form smaller pieces that contaminate our soil and waterways, ultimately entering the food system when animals accidentally ingest them.
- Plastic bags cause over 100,000 sea turtle and other marine animal deaths every year when animals mistake them for food.
- Plastic bags are among the 12 items of debris most often found in coastal cleanups.
- Nearly 90 percent of debris in our oceans is plastic.

We support including paper bags in the Ordinance. Our concerns with paper bags include the following:

- Manufacturing paper bags creates 70 percent more air pollution than manufacturing plastic bags.
- Manufacturing paper also creates up to 50 times more water pollutants than manufacturing plastic.
- Manufacturing paper bags consumes four times more energy than making plastic bags.
- Producing a paper bag requires three times more water than producing a plastic bag.
- The Environmental Protection Agency found that paper degrades at about the same rate as plastic in a landfill.

We appreciate the burden that grocers, restaurants, other food businesses, and ultimately all of us as consumers will bear. However, educational campaigns alone have not shown to have a comparable impact on reducing bag waste as bag fees or bag bans. The 40 percent retained portion of the bag fee will help offset the costs of implementing the Ordinance. Additionally, the April 1, 2015, compliance date should allow ample time for businesses to prepare for compliance. In sum, the benefits of this Ordinance will likely outweigh its costs.

Though we support the Bag Fee Ordinance, we have four concerns that we suggest this Committee consider. First, under section 12-231, page 3 of the draft Ordinance, the definition of "Store" includes markets that sell "household supplies" in a disjunctive list. As written, therefore, a market that sells household supplies, but not food, would qualify as a Store and be subject to the Ordinance. This is likely beyond the intended scope of the Ordinance at this time, as evidenced by the same subsection that states "[b]usinesses at which foodstuffs are an incidental part of the business" are exempt. We recommend addressing this potential internal inconsistency, perhaps by omitting "household supplies" from the disjunctive list. We leave this to the sound discretion of the Committee or as a directive to the Task Force to amend the Ordinance.

Second, under section 12-232, page 4, the "Waste Reduction Fee Requirements," subsection (d) states, "No Store or Restaurant shall exempt any part of the Waste Reduction Fee for any reason." However, section 12-235 clearly states an exemption for an emergency. Therefore, we recommend appending something like, "except for the reason under 12-235," to the end of subsection 12-232(d).

Third, though we support an ultimate goal of reducing the use of plastic bags in the city of Portland to the greatest extent possible and feasible, we find the inclusion of laundry and dry-cleaning businesses out of place in this Ordinance at this stage. The other businesses included in the Ordinance have food as more than an incidental portion of their sales. Regulating laundry and dry-cleaning facilities, while consistent with the broader goal of the Ordinance, is inconsistent with the other regulated entities. Thus, we encourage the Committee to consider whether these businesses should be omitted from regulation under this Ordinance.

Finally, we encourage the Committee to consider including a severability provision in the Ordinance.

Otherwise, we support the Bag Fee Ordinance and encourage coordination with the food business community to make the Ordinance as successful as possible.

Sincerely,

Ben W. Tettlebaum
Attorney/Rhodes Fellow, Farm and Food
Conservation Law Foundation

RETAIL ASSOCIATION OF MAINE
Voice of Maine Retail

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March 19, 2014

David Marshall, Chair
Members of the Transportation, Sustainability and Energy Committee
City of Portland
City Hall
Portland, ME

RE: Testimony in OPPOSITION to the proposed Paper and Plastic Bag Tax Ordinance in Portland

Dear Chairman Marshall and members of the Transportation, Sustainability and Energy Committee:

My name is Curtis Picard and I am the Executive Director of the Retail Association of Maine. I am a resident of Topsham. We were incorporated in 1933. We have 400 members statewide representing retailers of all sizes and our members employ nearly 90,000 Mainers.

I am here to offer testimony in opposition to the proposed bag tax.

First, it is important to note that Maine has a law on the books that mandates that any retailer that distributes plastic check out bags, must provide a receptacle to recycle the bags. If you go to any large retailer, you will see a receptacle usually very close to the door where customers can bring back their unwanted plastic bags. These retailers combine the plastic with other plastic shrink wrap and other recyclables and back-channel them through their distribution system to be recycled, generally out of state. These retailers recycle tons and tons of plastic each year. What they don't do, however, is count individual bags that are returned. These retailers deal in tonnage and do an excellent job recycling.

We are strongly opposed to the proposed bag tax. The City is trying to address litter and we feel that the greatest cause of the bag litter is the open top recycling bins provided by the city. If the City were to simply replace the open bins with bins with lids, we feel that the bags that get blown around by a strong wind currently would be much less likely to get blown. The question we should be asking is why are Portland residents putting the bags in the recycle bins to begin with? The reason is they are trying to do the right thing and recycle them. However, when you look at the Ecomaine website, nowhere on the site does it encourage residents to return the bags to major retailers. It simply says on their Do's and Do Not's page that plastic bags labeled #2 and #4 are recyclable and it says that other plastic bags like frozen vegetable, bread bags, newspaper bags, potato or snack, sandwich or trash bags are not

recyclable. Ecomaine could do a better job educating residents on reusing and recycling existing bags and the avenues that exist to do so.

We feel that the proposal is one of the most onerous in the country and applies a $.10 tax to both paper and plastic bags, regardless of the recycled content of the bag. This ordinance is wide-ranging and would apply to grocery stores, restaurants, pharmacies, dry cleaners, farmer's markets, food trucks, any retailer selling at least 2% of their gross sales in food and special events. One item of note is at the last task force meeting, the majority of the committee voted to include special events, events like Harvest on the Harbor, in the ordinance, but I did not see it listed in the draft. Perhaps this was an oversight, but my recollection was it was included by the majority.

We believe this ordinance is simply a way for the City of Portland to collect additional revenue. 60% of the tax will be remitted to the City. We continue to question whether the city has the legal authority to impose what is essentially a local option tax, but also question whether or not the additional tax is considered taxable by Maine Revenue Services. While the ordinance specifically states that the amount remitted to the city is not considered taxable, it says nothing about the amount retained to comply with the law. It needs to be clarified whether the tax is taxable or if the revenue would be considered income by the State.

A number of other cities that have passed bag taxes allow the businesses to keep 100% of the tax. San Francisco, San Jose, CA, Bellingham, WA and Los Angeles County are all cities that have an ordinance but allow the businesses to keep 100% the tax. Why does Portland need to keep the revenue? To produce and distribute reusable bags? The majority report notes how retailers and other organizations already distribute tens of thousands of bags. Why would Portland take this new revenue and spend it on that?

I won't speak for the restaurants that are impacted, but I question the rationale for including them. As with polystyrene, the issues are product integrity and food safety. By limiting the products that restaurants can use to properly service their customers, you are negatively impacting food safety and product integrity. Restaurants should not be included in the ordinance.

Dry cleaners have similar concerns with product integrity. All you have to do is pick up your clothes on a rainy or snowy day. As a customer, I expect my suits to be wrapped in plastic to keep them clean. However, many dry cleaners utilize a central cleaning location. Where you drop your suit is not necessarily where it gets cleaned. Often they are shipped to other locations. Hence the plastic covering is added at the central location so that they can be shipped back to the retail location. You can easily imagine an angry customer whose item got dirtied in the transit back after cleaning. It makes no sense to include this in the ordinance.

Proponents of bag taxes often point out Washington, DC as a city that recently passed a bag fee. However, a recent article in the Washington Post concludes that the bag tax has only served to generate revenue for Washington and has not changed consumer behavior. In fact, the revenue the city has

generated from the tax has actually increased year over year meaning more residents are using more bags, not less. It is simply a new source of revenue for the city.

From the Washington Post article: *Yet tax collections don't support the idea that bag use has dropped dramatically. In between the District's 2012 and 2013 fiscal years, bag tax revenue grew by about $12,000 — a half-percentage point rise that represents well over 200,000 additional bags. Yesim Yilmaz, chief of revenue estimation for the District's Office of the Chief Financial Officer, said the revenue trend was a surprise.*

"When we forecasted the bag fee collections back in [2009], at the time the city adopted the fee, we had expected that these collections would decline over time," she said. "But they did not."

Additionally, it is important to recognize how existing paper and plastic bags are often reused before being recycled or disposed of. First, plastic bags are ideal waste basket liners. They are excellent to use for soiled diapers, particularly when traveling. They are used quite frequently in my house for pet waste, for wet or muddy shoes and for segregating sweaty athletic gear from the various sports my son does. The bags in our household are reused at least once and recycled at the end of their life.

Simply, we feel that this ordinance is overly aggressive and does not address the real problem. The real problems are open air recycle bins and a small minority of inconsiderate people who do not properly recycle or dispose of bags. A bag tax will not address either of those problems. The open bins will continue to blow bags and inconsiderate people will continue to litter.

The minority report clearly outlines many of our other concerns regarding the proposed ban. We would urge the committee to vote in opposition to the proposal.

I am happy to answer any questions you may have and I thank you for the opportunity to share our concerns.

Sincerely,

Curtis F. Picard

Curtis Picard, CAE
Executive Director

Natural Resources Council of Maine

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Comments in Support of Instituting a Fee on Single-Use Disposable Bags

by Sarah Lakeman, NRCM Sustainable Maine Policy Advocate
March 19, 2014

My name is Sarah Lakeman, I am the Sustainable Maine Policy Advocate and Outreach Coordinator for the Natural Resources Council of Maine. I am speaking as a Portland resident and on behalf of NRCM's more than 16,000 members and supporters, of which more than 1,100 are residents of Portland. I appreciate the opportunity to present comments in support of a fee placed on single-use disposable bags in the City of Portland.

NRCM is confident that the City will reap significant financial and environmental benefits by adopting an ordinance that discourages the proliferation of single-use disposable bags in favor of reusable ones. The fee-based approach will work to change behavior in a way that drastically reduces the use of these unnecessary bags that end up clogging storm drains, jamming recycling equipment, getting entangled in trees, and floating around in Casco Bay.

There are more than 20 countries around the world and more than 150 communities across the country that have successfully eliminated tens of millions of disposable bags by adopting ordinances like the one before you today. Based on the same principle behind Portland's successful Pay-as-You-Throw program for solid waste, a fee on disposable bags discourages their use and changes consumer behavior, which is why these programs are succeeding in ways that voluntary educational campaigns simply do not.

In 2009, under legislative directive, NRCM collaborated with the Maine Merchants Association, Maine Grocers Association, and the Maine State Planning Office to form a 14-member working group to explore creating a voluntary program, as opposed to a statewide ban or fee on disposable bags, which resulted in the *Got Your Bags, Maine?* campaign.

This campaign is pointed to in the Minority Report as an alternative to the proposed ordinance. However, we believe that City Council members should understand that the *Got Your Bags* campaign has fallen far short of its goals, and we can't help but conclude that it has done little to reduce the use of disposable bags.

Although a number of stores in Maine are doing a good job promoting reusable bags, and some actually display the campaign logo, such as Hannaford and Shaws, there is no evidence that the campaign's goal of reducing plastic bag use by 33% by 2013 has been achieved or that the target number of 1,000 retailers are participating.

The overall level of effort by the Maine Grocers Association and Maine Retailers Association has largely dissipated as evidenced by the collapse of public education and outreach efforts. For example, the *Got Your Bags* website is no longer active, the Facebook page has only six new

posts in the past year, and the campaign's Twitter account shows zero tweets in the past two years.

With the passage of time, and learning from the successes of other cities, we can now see that this educational campaign-based alternative is unlikely to be anywhere near as successful as fee-based programs. Bans and fees on disposable bags are reducing the use of these bags by 60 to 90 percent. Doing that here in Portland would be a big deal, and we should do it.

Ten years from now, we believe most children will be surprised to learn that there was a time when disposable bags were handed out routinely at stores only to be thrown away minutes later when the bags were unloaded at home.

We applaud the work of the Green Packaging Task Force and believe that Portland should join the growing list of cities across the nation taking action to sharply reduce the use of single-use disposable bags. However, NRCM suggests that the committee evaluate the possibility of a 5 cent fee instead of 10 cents, as well as ways to reduce the administrative burden that could be created through the 60/40 split. In some communities, the store retains the full fee, although must report it as taxable income. We also urge the committee to exempt dry-cleaner garment bags since there is no readily available and affordable alternative. Such bags typically are not subject to the fee in other cities.

The Natural Resources Council of Maine strongly believes that this ordinance is a common sense step toward a more sustainable community. We urge Portland to be on the leading edge of this change, and not simply sit on the sidelines and watch it happen elsewhere. Thank you for the opportunity to comment, and I would be glad to answer any questions you may have.

Paul's Food Center
585 Congress Street
Portland, ME 04101

March 19, 2014

Councilor David A. Marshall, Chair
Transportation, Sustainability and Energy Committee
City of Portland
55 Portland Street
Portland, ME 04101

Dear Councilor Marshall and Committee Members,

I am writing to express my concerns for the proposal to put a tax on paper and plastic check out bags and to ban the use and sale of polystyrene products. I like protecting the environment and I like doing business in Portland, but I'm not in favor of these proposals because they will drive up the cost of doing business in Portland and make it more expensive for my customers.

My store on Congress Street is a neighborhood store. My customers make frequent visits picking up grocery items. Most of them walk so they don't like to carry too many bags at one time. So I'm concerned about the additional cost of taxing my customers.

Also the alternative products available to replace polystyrene packaged goods not only are much more expensive and less sanitary, they do not protect the product as well as polystyrene.

Finally the ordinance will certainly discourage the larger supermarkets from locating or expanding in Portland. It is well known that Demoulas having great success in Biddeford is looking at the greater Portland market. Given similar locations in South Portland, Westbrook or Falmouth, this ordinance would certainly cause them to not choose Portland.

On balance the limited benefit gained from this ordinance is greatly outweighed by the business that the large supermarkets will lose to nearby markets and we will still end up with their polystyrene waste.

I know that there was a task force working on these issues and that they raised these concerns. Is there any chance that this group can continue to work together to find better options rather than banning products and imposing more taxes? It just doesn't seem right to me.

Sincerely,

Paul

Paul Trusiani

Hannigan's Island Market
76 Island Avenue
Peaks Island, ME 04108

March 19, 2014

Councilor David A. Marshall, Chair
City of Portland
Transportation, Sustainability and Energy Committee
15 Portland Street
Portland, Maine 04101

Dear Councilor Marshall and Committee Members,

My wife and I own a full service grocery store on Peaks Island. We're fortunate to have a loyal clientele who frequent our store all year long and we're always happy to welcome summer tourists who come in droves to bike around the island, picnicking along the way, and enjoy sightseeing in general.

I have to say that doing business in Portland isn't easy as the high tax rates cut into my already slim margins. The proposed ordinance to ban polystyrene products is concerning to me since our customers do purchase picnic ware and many of our products arrive in the store already prepackaged. It's not clear to me if these prepackaged products will be banned? If so, I'll have to buy more expensive alternatives which will add to the cost of doing business in Portland. From what I gather the ordinance is really about addressing litter. It seems shortsighted to me that this proposal only addresses certain types of polystyrene, which is used by restaurants and grocers. From my understanding there are any number of other businesses that use polystyrene made products; I wonder why they are being left out? Surely they are part of the waste stream.

I'm also troubled that the City would impose a bag fee on bags we use to pack up our customers groceries. This will increase the cost for my customers, require me to change my registers, and complicate the check out process for my customers and my employees. I wonder how the tourists that come to my store will feel when I tell them we now have to charge for a bag. Since they are coming for day, I doubt they'll bring their own shopping bags!

I'm also frankly insulted by the tone of the ordinance that would direct City employees to act as "bag police" to make sure we're charging the bag fee and then require me to submit $.06 back to the City. I'm been the unpaid tax collector for the State of Maine for as long as I can remember and as a responsible business person, I comply with the law without a lot of extra administrative demands.

We want a clean island and a clean city, but I wonder why with so much opposition from the businesses doing business with Portland residents and the hundreds of tourists, would you even consider these types of ordinances without looking at alternative solutions. It just doesn't make sense to me.

I'm opposed to these ordinances; we can do better than this.

Sincerely,

Bob Hannigan

To Whom It May Concern:

I am writing in regard to the proposed 10-cent fee for disposable bags in Portland. I would like to register my strong opposition the inclusion of plastic dry cleaning bags in the proposed ordinance.

As owner and operator of Pratt-Abbott, Maine's largest dry cleaning company, I am always trying to minimize the environmental impact of my business. We have invested in high-tech equipment to minimize chemical waste and ensure proper water treatment. We have made every effort to reduce the amount of packaging we use and to incorporate recycled materials into our packaging. We established a free delivery program to cut down on commuter emissions to and from our stores. We have promoted "wet cleaning" as a greener alternative to traditional dry cleaning. We also make donations to CarbonFund.org to offset our environmental footprint. Our policy is to adhere to the highest standards for environmental preservation, above and beyond our legal obligations. We do this because we want to—because Pratt-Abbott is a family business that cares about the health of our community and our 150 Maine employees.

If we could stop using plastic packaging altogether, we would. But there's no way to eliminate the use of plastic entirely. I also serve as president of The Drycleaning and Laundry Institute (DLI), an international trade organization for dry cleaners, so I'm familiar with industry practices around the world. Currently, there is no real alternative for plastic dry cleaning bags (properly called "sheaths.") The bags are necessary to maintain a quality product while in storage or transit to the customer, and due to the volume of production, among other issues, reusable dry cleaning bags are not a viable option.

The implementation, tracking and recording of this ordinance would be cumbersome, labor intensive and wasteful of other resources. Because of these logistical challenges, as well as the fact that dry cleaning bags account for a very small percentage of plastic bag waste (less than 1% according to the Portland Water District), other cities with plastic bag fees have exempted dry cleaning bags from the legislation. Portland should do the same.

Sincerely,

David Machesney
Owner
Pratt-Abbott Cleaners

necsa
New England Convenience Store Association

March 19, 2013

Portland City Council Transportation, Sustainability & Energy Committee
City of Portland
55 Portland Street
Portland, Maine 04101

RE: Proposed Ordinance to Tax Paper & Plastic Bags & Proposed Ordinance to Ban Polystyrene

Dear Chairman Marshall and Committee members,

The New England Convenience Store Association's (NECSA) Maine Chapter membership consists of independent, family owned convenience stores, independently owned franchise stores as well as chain-operated convenience stores. According to the National Association of Convenience Stores [NACS] latest industry report, as of December 2011, there are approximately 1,000 convenience stores operating in Maine and the convenience/fuel retailing industry employs over 12,000 people here in the state. There are many convenience stores in Portland that would be negatively impacted by the proposed ban on polystyrene products and the bag fee program and on their behalf we respectfully ask that you not move forward with these initiatives.

The polystyrene ban and bag tax are bad for small businesses and consumers. Our members are in the business of providing the food and beverage products our customers want in the size and packaging configurations they prefer. Polystyrene is an excellent insulator and has both the rigidity and consistency that make it a safe choice for hot beverages for our customers-especially those who are driving. In addition, many of our shoppers walk or take public transit. Paper bags simply don't work in the rain or on a bus. To require that this preferred type of cup may no longer be offered or to charge our customers a new tax for bags puts additional costs onto small businesses and consumers without any guarantee of environmental benefit.

Polystyrene *is* recyclable. The argument that we have heard put forward in the past by some that polystyrene is not recyclable is inconsistent with the facts. Polystyrene can, in fact, be completely recycled, both the foam and non-foam polystyrene products, if collected as part of an integrated solid waste management strategy. We know that many in the manufacturing and retail industry have worked with cities and towns throughout the U.S. and Canada to successfully create these types of programs.

Costs to Businesses & Consumers – We all want to keep our cities clean, but can't support efforts that add to the cost of doing business. Portland's convenience stores operate with very low profit margins and will be unfairly burdened with more costly and onerous regulations. Further, these proposals will increase costs to our customers that would add up over time. It won't take much for them to find less expensive retail options outside the City of Portland. Does this really make sense?

If the problem is litter, we would respectfully suggest that better recycling, not a polystyrene ban or bag tax be the solution. There would seem to be no logical reason to believe that those who would carelessly toss their trash and create a mess on our streets would somehow cease this practice based upon the material used in packaging. We would respectfully suggest that enhancement of anti-littering laws along with a collaborative effort to create better recycling options for citizens and businesses alike is a much better approach.

Sincerely,
Steve
Stephen Ryan, Executive Director

1044 Central Street Suite 203 ~ Stoughton, MA 02072 ~ Phone: 781-297-9600 ~ Fax: 781-297-9601

Order 262-13/14
~~Feb 23 6-2-14~~
Feb 25 6-16-14

MICHAEL F. BRENNAN, (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 14. LAND USE
ARTICLE III. Zoning,
DIVISION 17.5. Eastern Waterfront Port Zone,
Sections 14-301 and 14-301.1
Re: Food Trucks

I. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. That Chapter 14, Article III, Division 17.5, Sections 14-301 and 14-301.1 of the Portland City Code are hereby amended to read as follows:

Sec.14-301. Permitted uses.

Subject to a determination that the proposed use meets the standards of section 14-300.1. (no adverse impact on marine uses), the following uses are permitted in the Eastern Waterfront Port Zone:

...

(c) *Commercial:*

1. Professional, business, government, and general office located in upper floors of structures existing as of September 18, 2006.

2. Temporary events, except festivals as otherwise governed under section 14-301I3 below.

Buildings, piers and lands within the EWPZ may be used for temporary public and private events including but not limited to exhibitions, conferences, meetings, and trade shows under the following conditions:

a. Temporary events occupying more than 10,000

square feet of building or outdoor space shall not exceed a combined total of sixty (60) days between May 1st to October 31st;

b. No temporary event may continue for more than 14 days of continuous operation;

c. Any temporary event that anticipates more than 5,000 people in attendance on any single day must provide and be subject to a parking management plan. The parking management plan must be submitted for the review and approval of the public works authority at least 60 days prior to the first day of the event.

3. Festivals subject to City license.

4. Street vendors licensed pursuant to Chapter 19 as a result of a competitive bid process conducted pursuant to Chapter 2 of the City Code.

...

Sec. 14-301.1. Conditional uses.

(a) The following uses shall be permitted as conditional uses in the Eastern Waterfront Port Zone, provided that, notwithstanding section 14-471(c), section 14-474(a), or any other provision of this code, the planning board shall be substituted for the board of appeals as the reviewing authority, and provided further that in addition to the provision of section 14-474(c)(2) such uses will not impede or preclude existing or potential water-dependent development within the zone, will allow for adequate right-of-way access to the water, are compatible with marine uses, and meet all additional standards set forth below:

...

b. *Commercial:*

a. Structured parking available to the general public;

b. Professional, business, government and general offices uses in upper floors of structures constructed after September 18,

2006;

c. Passenger support services supporting a marine passenger use listed under 14-301(a)(marine passenger). The total ground floor area occupied by any combination of the following uses (regardless of ownership) shall not exceed 35% of the gross floor are of the principle associated marine passenger use and no more than 35,000 square feet cumulative within the EWPZ:

i. Retail;

ii. Restaurants/food service other than street vendors;

iii. Retail service;

iv. Passenger information services.

...

City of Portland, Maine
City Council Agenda Request Form

TO: Sonia Bean, Senior Administrative Assistant
Danielle West-Chuhta, Corporation Counsel

FROM: Jennifer L. Thompson, Associate Corporation Counsel

DATE: **May 19, 2014**

1) Council meeting at which action is requested:

1st reading: June 2, 2014
Final action: June 16, 2014

2) Can action be taken at a later date: __x__ YES _____ NO
If not, why not:

3) This item is sponsored by: the Planning Board

(If the item is sponsored by a Council Committee include the date the committee met and the outcome of the vote.)

If a memorandum addresses the following issues you may attach and reference the memorandum but please highlight it so staff can easily answer I-V.

I. SUMMARY OF ISSUE

The proposed amendment would list "street vendors" (which include food trucks and pushcarts) as "permitted uses" in the Eastern Waterfront Port Zone. Under this change, street vendors would be licensed by the City Clerk's office, participate in the City's RFP process, and be awarded the ability to operate in Compass Park.

This change will make the zoning in the Eastern Waterfront Port Zone consistent with the zoning in the City's ROS zones.

II. REASON FOR SUBMISSION (What issue/problem will this address?)

Food truck operators have requested expanded areas of operation in the City of Portland, and revisions to the Food Truck Rules have been made to this end. An ordinance change is required to allow food trucks and pushcarts to operate at Compass Park on the Maine State Pier. The change has been reviewed by the Public Safety, Health and Human Services (PSHHS) Committee and the Transportation, Sustainability & Energy (TS&E) Committee and public hearings have been held. Those Committees

supported the change and requested that the Planning Board review the proposed amendment. The Planning Board has done that review, has considered whether the food truck and pushcart operations are consistent with marine and water-dependent uses as well as with the comprehensive plan and on May 13, 2014 voted to recommend the change.

III. INTENDED RESULT (How does it resolve the issue/problem?)

This ordinance amendment permits food truck and pushcarts to operate in the Eastern Waterfront Port Zone, after selection in an RFP and required licenses are in place. Again, this change is intended to bring the zoning in Compass Park in line with zoning in other City parks in order to allow food trucks and push carts to operate there. The ability of food trucks and push carts to operate in City parks was a recommendation made by the food truck task force back in 2012.

IV. FINANCIAL IMPACT

Food trucks and pushcarts pay business licensing fees to the City, bringing in more of those fees.

V. STAFF ANALYSIS & RECOMMENDATION

The Corporation Counsel's office has reviewed the ordinance amendments and recommends that they be accepted.

Attachments:

14-301 Adding Food Vendors to Waterfront 6.2.14
Food Truck Amendment_PB Report 5-8-14
Vending Areas_food trucks1_1 (Image of Compass Park with proposed Food Truck Parking)

PLANNING BOARD REPORT
PORTLAND, MAINE

Text Amendment to the Eastern Waterfront Port Zone
to add Street Vendors as Permitted Uses
Zoning Text Amendment
City of Portland, Applicant

Submitted to: Portland Planning Board Public Hearing Date: May 13, 2014	Prepared by: Jennifer Thompson, Associate Corporation Counsel Date: May 9, 2014

I. INTRODUCTION

Recently, a number of proposals and requests to further expand the ability of food trucks to operate in the City have been submitted by food truck operators in and around Portland. In response to those proposals and requests, both the Public Safety, Health and Human Services (PSHHS) Committee and the Transportation, Sustainability & Energy (TS&E) Committee have considered a number of possible solutions and have held 3 public hearings on the proposals.

Included in the proposals considered by the PSHHS and TS&E Committees was a request that Food Trucks be permitted in more of the City's Parks - something that the Food Truck Task Force also recommended when it did its work back in 2012. More specifically, food trucks have a desire to operate in Compass Park.

Presently, Compass Park (which is in the City's Eastern Waterfront Port Zone) is zoned in such a way that food trucks are not permitted. In other parks in the City (specifically, those zoned R-OS), food trucks are a "permitted" use so long as they participate in the City's RFP process and are awarded a contract to operate in a particular park.

The PSHHS and TS&E Committees agreed that allowing food trucks in Compass Park as a permitted use may make sense and is consistent with the recommendations of the Food Truck Task Force. However, they wanted to vet that proposal with this Board to see whether such a change is prudent or not.

As you will see, the proposed amendment would list "street vendors" (which include food trucks and pushcarts) as "permitted uses" in the Eastern Waterfront Port Zone. Under this change, street vendors would still need to be licensed by the City Clerk's office, participate in the City's RFP process, and be awarded the ability to operate in Compass Park.

II. CURRENT RELEVANT ZONING

Under Section 14-300, the purpose of the Eastern Waterfront Port Zone is as follows:

Sec. 14-300. Purpose.

The Eastern Waterfront Port Zone is created to nurture deepwater dependent activity within the context of the established waterfront. The transport of goods and passengers by water is an important component of both the local and regional economies and this transport and other forms of marine industry are dependent upon land and piers with direct access to Portland Harbor. Given the existing pier infrastructure, proximity to deep water, and urban context, Portland's Eastern Waterfront is uniquely situated to support a wide range of water-dependent industry and commerce through a variety of marine activities.

The support and expansion of Portland's marine industry requires piers, uplands, and circulation consistent with the transportation purpose and use of marine facilities. The growth of Portland's marine passenger industry also requires supporting services and activities to provide a safe, convenient, and enjoyable travel experience for users of marine passenger facilities. Non-marine uses that complement the marine passenger industry, are compatible with existing and future water-dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged.

The primary use of the deep-water resources must be for the berthing and support of large vessels. Non-marine uses that complement and support the deepwater infrastructure and do not conflict or compete for limited space with existing or anticipated deepwater-dependent uses are encouraged. Existing and future pier infrastructure and upland support areas should be designed and maintained to support a variety of marine uses and be responsive to future technologies and trends in the marine industry.

Given the need to nurture and support deepwater-dependent uses and the need for non-deepwater dependent uses to complement the marine passenger industry and to support the maintenance and repair of pier infrastructure, the Eastern Waterfront Port Zone recognizes the following hierarchy of uses:

(a) The first priority of this zone is to protect and nurture existing and potential deepwater dependent uses (those uses requiring a minimum of 15 feet of water depth);

(b) The second priority is to allow shallow water-dependent and other permitted marine uses, so long as they do not interfere with deepwater dependent uses, either directly by displacement or indirectly by placing incompatible demands on the zone's infrastructure; and

(c) Other uses specified herein are allowed only if they do not interfere with and are not incompatible with higher priority uses.

(emphasis added)

Currently, the Eastern Waterfront Port Zone provides as follows with respect to approved uses:

Sec. 14-300.1. No adverse impact on marine uses.

No use shall be permitted, approved or established in this zone if it will have an impermissible adverse impact on future marine development opportunities. A proposed non-water dependent component of a development will have an impermissible adverse impact if it will result in any one (1) or more of the following:

(a) The proposed use will displace an existing water-dependent use;

(b) The proposed use will reduce existing commercial vessel berthing space;

(c) The proposed use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing or other access to the water by water-dependent uses; or

(d) The siting of a proposed use will substantially reduce or inhibit existing public access to marine or tidal waters.

Sec.14-301. Permitted uses

Subject to a determination that the proposed use meets the standards of section 14-300.1. (no adverse impact on marine uses), the following uses are permitted in the Eastern Waterfront Port Zone:

(a) Marine passenger:

1. Intermodal marine passenger facilities;

2. Cruise ship home port and port of call berthing and support;

3. International and domestic ferries.

b) Marine commercial:

1. Transient and long-term commercial berthing;

2. Marine-related warehousing;

3. Marine related construction, manufacturing, fabrication, salvage and repair;

4. Storage and repair of fishing equipment;

5. Ship and other marine vessel construction, building, servicing, and repair;

6. Boat and marine equipment storage;

7. Marine fuel storage and dispensing provided that on-site fuel storage structures shall be used solely for the purpose of fueling vessels and shall be limited, cumulatively, to 20,000 gallons of storage capacity within the zone;

8. Public, non-profit, or commercial marine transportation and excursion services, including captained charter services, sport fishing and water taxis;

9. Ship and off-shore support services, including but not limited to tug boats, pilot boats, and chandleries;

10. Facilities for marine pollution control, oil spill cleanup, and servicing of marine sanitation devices.

(c) Commercial:

1. Professional, business, government, and general office located in upper floors of structures existing as of September 18, 2006.

Other City park areas, namely those zoned R-OS, expressly include "street vendors" (which include both food trucks and push carts) as permitted uses. See Chapter 14, Section 14-154(p). The language permitting street vendors in R-OS reads:

> (p) Street vendors licensed pursuant to Chapter 19 as a result of a competitive bid process conducted pursuant to Chapter 2 of the City Code

III. PROPOSAL AND STAFF ANALYSIS

City staff in the Planning Department and Parks & Recreation have collaborated and identified an area of Compass Park that would accommodate food trucks. That area is identified on the map attached hereto.

In order to facilitate food trucks' ability to operate in Compass Park pursuant to the existing RFP process and City business licensing process, without requiring an additional level of approval, the attached amendment to the 14-301(c) is being proposed. This amendment would make the zoning in the Eastern Waterfront Port Zone as it relates to food trucks and push carts consistent with other City Park included in the City's RFP process. The recommendation that food trucks be permitted to operate in Compass Park in the same manner as in other City parks is consistent with the original recommendation by the Food Truck Task Force.

In looking at the purposes of the Eastern Waterfront Port Zone, food trucks obviously are not a marine use. However, to the extent that food trucks operating pursuant to a successful proposal under the RFP system will be serving passengers or crew of deep water vessels as well as the public, an argument can be made that they will "complement or support deep water infrastructure" and "provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year."

(a) Proposed Zoning Amendments

Section 14-301(c), which lists permitted commercial uses in the zone is proposed to be amended as follows:

(c) *Commercial:*

1. Professional, business, government, and general office located in upper floors of structures existing as of September 18, 2006.

2. Street vendors licensed pursuant to Chapter 19 as a result of a competitive bid process conducted pursuant to Chapter 2 of the City Code.

Section 14-301.1(b), which lists conditional, commercial uses is proposed to be amended as follows in order to clarify that street vendors operating lawfully are not conditional

uses governed by the constraints associated with subsection (c):

b. *Commercial:*

a. Structured parking available to the general public;

b. Professional, business, government and general offices uses in upper floors of structures constructed after September 18, 2006;

c. Passenger support services supporting a marine passenger use listed under 14- 301(a)(marine passenger). The total ground floor area occupied by any combination of the following uses (regardless of ownership) shall not exceed 35% of the gross floor are of the principle associated marine passenger use and no more than 35,000 square feet cumulative within the EWPZ:

i. Retail;
ii. Restaurants/food service other than street vendors;
iii. Retail service;
iv. Passenger information services.

IV. COMPREHENSIVE PLAN

The permission of food trucks, as small independent entrepreneurs, within certain zones of the city appears consistent with the City of Portland's Comprehensive Plan. The Vision element of the Comprehensive Plan states that the City should:

- Strive for innovation and bold initiatives that increase the livability and quality of life in Portland.
- Support a dynamic downtown that embraces an intertwining of uses, including residential, business, retail, institutional, service, and arts and cultural uses.
- Capitalize on Portland's economic assets and develop a strong economy based upon traditional industries, a strong retail and office center, and emergent opportunities in industry, business, and coastal commerce.

Further, the economic development goals of the Comprehensive Plan emphasize creativity and responsiveness to emerging industries. The goals from the 1994 Industry and Commerce Plan include making Portland attractive to new businesses and creating "thoughtful flexibility for emerging industries" (38).

The portions of the Comprehensive Plan that relate specifically to the Maine State Pier ("Eastern Waterfront Master Plan") provide, in part, as follows:

Open Space and Public Access to the Water

Maine State Pier is home to two public parks, Compass Park and Buoy Park, and

two public boat landings serving recreational, commercial, and water taxi vessels. For many visitors and citizens alike, Maine State Pier is their only point of vantage and access to experience the heart of the working harbor. The accessibility, size, and functionality of these public assets shall be protected to ensure the public's visual and physical connection to the harbor and the bay. Any re-use or re-development of Maine State Pier must improve the public's access to the water and reinforce the City of Portland as a city of mariners.

. . .

The policy goals outlined in the Easter Waterfront Master Plan include the following:

Create Economic and Structural Stability for the Pier through Appropriate Mixed Use Development

The extraordinarily high cost of marine infrastructure maintenance requires that the City promote the development of uses on the pier that generate revenues to support the facility. As an historic facility that will be needed for generations to come, the City must work to realize stability and longevity for this critical infrastructure. The City should explore finding an appropriate mix of mutually compatible uses to foster sufficient economic activity on the pier to pay for ongoing maintenance and redevelopment costs.

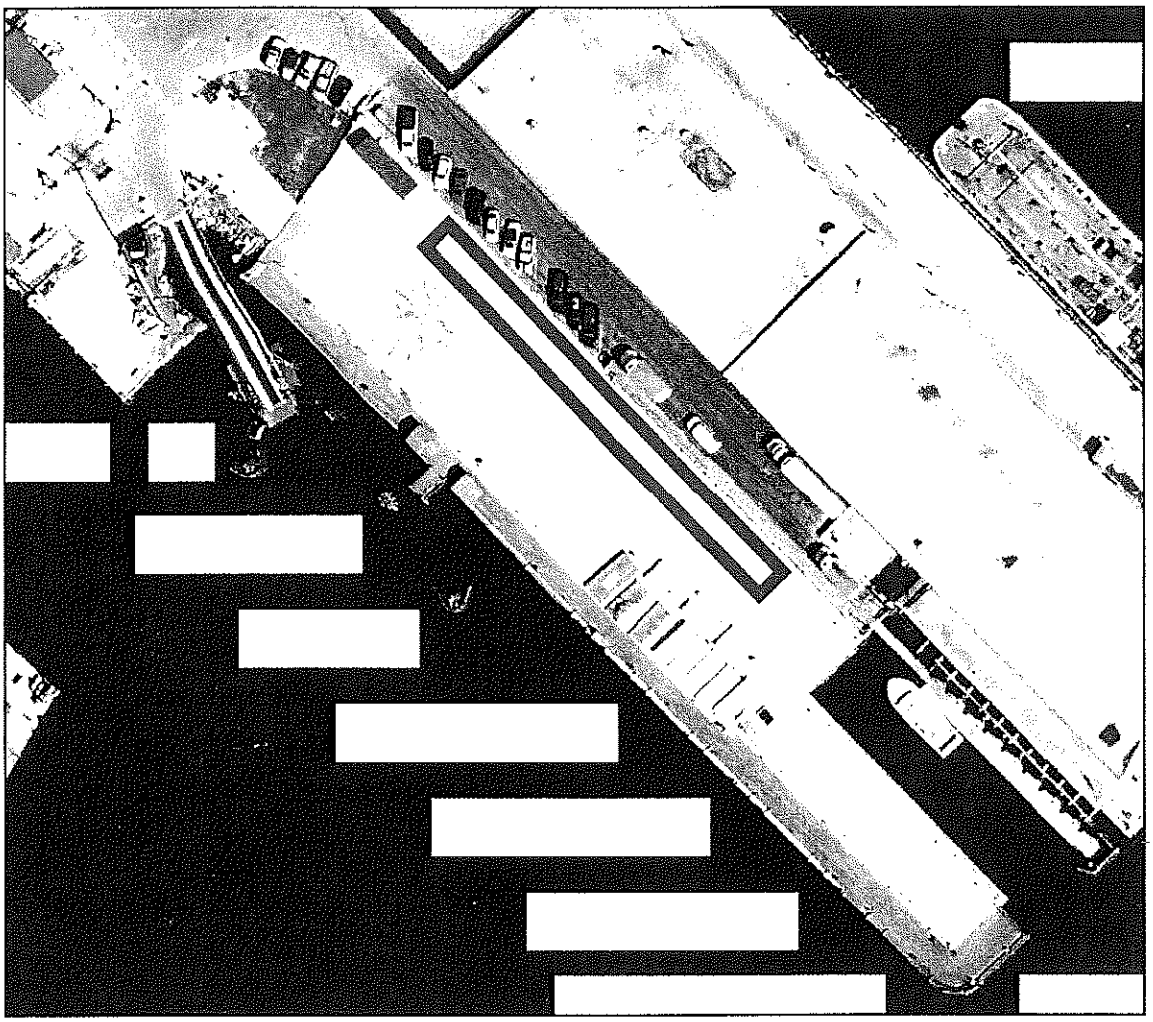
V. PROPOSED MOTION

Based on the material provided in the memorandum provided by Jennifer Thompson, Associate Corporation Counsel, public testimony, a review of applicable policies, and other information the Planning Board finds that the proposed text amendment to the Eastern Waterfront Port Zone to **allow street vendors as a permitted use [is or is not]** consistent with the purposes of that zone and Comprehensive Plan and recommends adoption of the proposed amendments to the City Council.

Attachments:

1. Image of Compass Park with proposed Food Truck Parking
2. Proposed Amendment to Sections 14-301 & 301.1

Mobile Food Service Vendor Areas in Parks - Food Trucks (10' x 24')



Compass Park (1-2 spaces)

0 45 90 180 Feet

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services
Troy Moon, Environmental Programs Manager

DATE: May 19, 2014

DISTRIBUTION: (City Manager, Mayor, Corporation Counsel, Sonia Bean, Nancy English)

SUBJECT: Order creating an ordinance of the City of Portland to prohibit the use of expanded polystyrene foam food service ware by all food vendors, City departments, and City contractors, and at City sponsored events.

SPONSOR: Councilor David A. Marshall, Chair, Transportation, Sustainability and Energy Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: June 2, 2014 Final Action: June 16, 2014

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

I. SUMMARY OF ISSUE (Agenda Description)

The proposed ordinance prohibits food service establishments from serving food in packaging or containers made from polystyrene foam. It also prohibits the retail sale of polystyrene food service products. If adopted, the ordinance would not go into effect until July, 2015 in order to allow merchants to deplete their existing inventory of polystyrene foam service ware.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

In June, 2012 the City Council ordered the Transportation, Sustainability and Energy Committee to consider an ordinance or recommendation to ban the use of polystyrene foam containers and to take whatever further action committee members deemed appropriate. To this end, the TS&E Committee created the Green Packaging Working Group which consisted of industry representatives, local businesses, environmental advocates and citizens. This group held three meetings to discuss the issue and review draft ordinance language. During the third meeting a majority recommended adoption of an ordinance. The Working Group chair, Councilor Suslovic, invited the minority to submit a minority report to explain their position. The Transportation, Sustainability and Energy Committee took public comment regarding the proposed ordinance during their meeting on June 19, 2013 and recommended adoption by the full Council on July 17,

2013. (2-1, Anton absent) The full Council reviewed the proposed ordinance during their meeting on September 15, 2013 and referred it back to the Transportation, Sustainability and Energy Committee. After further public comment and deliberation the committee, voted on April 16 to recommend a revised ordinance to the full Council. (3 – 1) The revised language addresses concerns raised by the Council by clarifying that the ordinance does not apply to wholesale seafood operations. It also more clearly defines the retailers affected by the ordinance.

III. INTENDED RESULT

Eliminating the use of polystyrene foam packaging will reduce waste by leading food service establishments to use alternatives that can be recycled in the City of Portland/ecomaine's recycling program. Polystyrene foam is not recyclable in the City of Portland's curbside recycling program while alternatives such as paper, fiberboard, foil and rigid plastic containers are. Eliminating the use of polystyrene foam is in line with Portland's efforts to protect local waterways including Casco Bay by reducing the amount of polystyrene litter, which is particularly harmful to marine wildlife.

IV. COUNCIL GOAL ADDRESSED

The proposed ordinance advances the Council's objective to reduce waste and increase recycling.

V. FINANCIAL IMPACT

Polystyrene foam packaging is somewhat less expensive than other forms of packaging but alternatives are widely available and are used extensively by food service establishments in Portland.

VI. STAFF ANALYSIS

More than 100 cities and counties across the United States have prohibited the use of polystyrene foam packing in an effort to reduce the amount and toxicity of litter, protect water quality and marine life and promote recycling. These include Freeport, ME, which adopted its ban in 1990, as well as San Francisco, CA, San Jose, CA, Portland, OR, and Brookline, MA. Most of these cities are recognized as national leaders on environmental issues. They have found that prohibiting polystyrene foam packaging helps them achieve their environmental goals.

In Portland, we are not currently able to recycle polystyrene foam. Staff from ecomaine testified that poor markets, cost of transportation and difficulty in handling this material make it impractical to recycle. All of the commonly used alternatives to polystyrene foam packaging are recyclable in our program including paper, fiberboard, foil and non-expanded plastic. Prohibiting foam packaging would lead to more widespread use of recyclable packaging in our local food service establishments.

Plastic marine debris is an increasing problem in the aquatic environment, including Casco Bay. Polystyrene foam is an especially problematic form of plastic pollution because it breaks into smaller and smaller pieces as it degrades. As a common form of litter, these tiny pieces of foam enter our waterways where aquatic wildlife often mistake it for food. This leads to increased animal mortality. Plastic marine debris also degrades water quality.

VII. RECOMMENDATION

The proposed ordinance is in line with stated policy goals of reducing waste, increasing recycling and protecting water quality. The Department of Public Services recommends passage.

VIII. LIST ATTACHMENTS

a) Draft ordinance
b) Additional written testimony from March, 2013 TS&E meeting
c) Information from September 16, 2014 Council Package

Prepared by:

Troy Moon on 5/19/2014

Sec. 12-206. Reserved.
Sec. 12-207. Reserved.
Sec. 12-207. Reserved.
Sec. 12-208. Reserved.
Sec. 12-209. Reserved.

ARTICLE VIII. POLYSTYRENE

Sec. 12-210. Findings; purposes.

The city council hereby finds as follows:

(1) Polystyrene foam is a petroleum-based, lightweight plastic material sometimes used as food service ware by retail food vendors operating in the City of Portland.

(2) The City of Portland desires to protect the natural environment.

(3) There is no economically feasible means of recycling polystyrene foam locally.

(4) Disposable food containers made from polystyrene foam constitute a portion of the litter in Portland's streets, parks and public places that increases city maintenance costs.

(5) Polystyrene foam is a common pollutant that fragments into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife thus harming or killing them.

(6) The State of Maine has banned the service of food and beverages in polystyrene foam containers at facilities or functions of the State or its political subdivisions (38 M.R.S. §§ 1651-1654).

(7) The City's goal is to replace polystyrene foam food containers with reusable, recyclable or compostable alternatives.

(8) Such alternatives are readily available.

Sec. 12-211. Definitions.

As used in this Article the following terms have the following meanings:

"*Food Packager*" means any person located within the City of Portland who places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products;

"Prepared food" means food or beverages which are served at the food vendor's location having been previously prepared elsewhere or are prepared at the vendor's location by cooking, chopping, slicing, mixing, brewing, freezing or squeezing. "Prepared food" does not mean raw uncooked meat or eggs. Prepared food may be eaten either on or off premises.

"Polystyrene foam" means and includes blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam®, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons. For the purposes of this chapter, the term "polystyrene" shall not include clear polystyrene known as "oriented polystyrene."

"Retail Vendor" means any person, restaurant, store, shop, sales outlet or other establishment, including without limitation, a grocery store, convenience store or a delicatessen located within the City of Portland which offers prepared food for retail sale.

Sec. 12-212. Prohibitions.

(a) No retail vendor in the City of Portland shall serve or sell prepared food and no food packager shall package meat, eggs, bakery products or other food in polystyrene foam containers.

(b) No retail vendor in the City of Portland who sells tangible personal property at retail shall sell polystyrene foam food or beverage containers.

(c) The City shall not use polystyrene foam food or beverage containers at any City facility or City-sponsored event.

(d) No City department or facility shall purchase or acquire polystyrene foam food or beverage containers.

(e) All parties who contract with the City shall be prohibited from using polystyrene foam food and beverage containers in City facilities or on City-funded projects within the City.

Sec. 12-213. Exemptions.

(a) The sale and packaging of raw seafood is exempt from the provisions of this Article.

(b) Retail vendors and food packagers that are currently existing or are established in the city by the effective date of the ordinance will be exempted from the provision of this Article prohibiting the use of polystyrene foam for a period of time to be determined by the City Manager or his/her designee in writing on a case-by-case basis for undue hardship. Undue hardship includes, but is not limited to, situations unique to the food vendor not generally applicable to other persons in similar circumstances.

(c) Retail vendors, food packagers, city departments, city facilities and contractors shall be exempt from the provisions of this Article, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public peace, health or safety.

Sec. 12-214. Violations and enforcement.

The City Manager or his/her designee(s) shall have the primary responsibility for enforcement of this Article. If the City Manager or his/her designee(s) determine(s) that a violation of this Article has occurred, he/she shall issue a written warning notice to the food vendor that a violation has occurred. Subsequent violations of the Article shall be subject to the penalties set forth below.

Violations of this Article shall be punishable by fines as follows:

(a) A fine not exceeding $250 for the first violation in a one-year period;

(b) A fine not exceeding $500 for the second and each subsequent violation in a one-year period.

Sec. 12-215. Effective Date

(a) This Article shall become effective on July 1, 2015.

(b) This Article shall be null and void if and as long as there is developed and maintained an effective city-wide recycling program approved by the City's Director of Public Services for polystyrene foam food and beverage containers.

(c) The provisions of this Article shall be null and void on the day that statewide legislation or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this chapter, or in the event that a pertinent Maine or federal administrative agency issues and promulgates regulations, preempting such action.

Sec. 12-216. Severability.

If any part or provision of this Article or the application thereof to any person or circumstances is held invalid, the remainder of the Article, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Article are severable.

Written Testimony From TS&E Meeting, March 2014

Cumberland
FARMS

March 19, 2014

VIA ELECTRONIC MAIL:
City Council of Portland, Maine
Transportation, Sustainability, and Energy Committee
c/o Hon. David A. Marshall, Chairman (damarshall@portlandmaine.gov)

Re: TSE Committee re-draft of proposed City Code §§ 12-210 *et seq.*, banning polystyrene foam containers in Portland

Chairman Marshall and through you to the Committee,

On behalf of Cumberland Farms Inc., thank you for the opportunity to submit this public comment on the Committee's re-draft of proposed City Code amendments banning polystyrene plastic containers in Portland.

Previous written testimony of Cumberland Farms to the City Council (dated 09/12/2013) is enclosed for your reference. You may also recall oral testimony from local resident and store manager Lionel Levesque (delivered 09/16/2013), where he was quoted by the Portland Press Herald as calling for discussion of a ban only as "a last resort," and imploring the City Council instead to "focus on increasing recycling" here in the city.

I write only briefly to explain that, because the re-drafted amendments do not adequately address the concerns raised in those testimonies, Cumberland Farms maintains its strong opposition to the proposed ban. Respectfully, we believe the Committee should revisit its work to ensure: (1) that all legislative findings are grounded in unbiased science, facts, and data; (2) that the entirety of the cost-benefit equation is accounted for; (3) that alternative waste control methods are fairly considered; and (4) that the full life-cycle impact of various container options is adequately assessed.

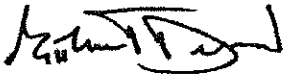
CUMBERLAND FARMS INC.

801 WASHINGTON STREET, PORTLAND, ME 04103
512 WOODFORD STREET, PORTLAND, ME 04103
1136 FOREST AVENUE, PORTLAND, ME 04103
49 PINE STREET, PORTLAND, ME 04102

WWW.CUMBERLANDFARMS.COM

As always, we maintain our commitment to good corporate citizenship. Here, despite the arguably laudable intentions of this proposal, we remain hopeful the Committee will recognize its serious flaws and reject it in favor of more effective and efficient means.

Sincerely,



Matthew T. Durand, Esq.
Government Affairs Associate
Office of the General Counsel

Cumberland Farms Inc.
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508-270-7267 phone
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Encl. (1)

Cumberland
FARMS

September 12, 2013

VIA ELECTRONIC MAIL TO:

The Mayor and City Council of Portland
c/o Mr. Troy Moon, thm@portlandmaine.gov

Re: Proposed Ban on Polystyrene Food Service Ware – In Opposition

Dear Mr. Mayor and Members of the City Council,

I write on behalf of Cumberland Farms Inc. to express serious concern with the proposed ban on polystyrene foam in Portland. As discussed in more detail below, we believe that such an outright ban is an extreme measure that would create negative environmental, economic, and customer service impacts. These undesirable outcomes are avoidable, which is why we urge you to reject the ban and to instead work in a collaborative manner with local stakeholders in addressing the proposal's underlying goals.

Cumberland Farms was founded by Vasilios and Aphrodite Haseotes in 1939, with little more than a cow and a dream. Today, we have convenience store locations across New England, including four stores in Portland with several dozen local employees. Although we have grown since our humble beginnings, we are still family owned, still family operated, and still dedicated to making every day easier for members of the communities we serve.

Part of that commitment means giving our customers the choices they want for the products they buy. For example, we offer two container options for our hot beverages: reusable mugs or single-use cups. To reduce waste, we encourage our customers to enjoy their drinks in reusable mugs when they can. However, to ensure convenience, we also provide single-use cups as a quick and free alternative in an on-the-go world. The single-use cups are made of polystyrene foam.

We sell more than 40 million cups of hot coffee annually – enough to fill eight Olympic swimming pools. In our Portland locations alone, more than 1,000 hot beverages are sold each day. With that volume, it should come as no surprise that Cumberland Farms has put considerable thought and research into how our customers enjoy each beverage. The decision to offer polystyrene foam was reached after careful examination of the facts, which often run counter to popular misconceptions.

Compared with the alternative of disposable paper cups, foam provides a superior customer experience with a low environmental impact. Paper cups require more raw materials to manufacture, so they deplete more natural resources. They are heavier, so it takes more energy to deliver them to stores. They are more expensive, so they drive up costs for businesses and customers alike. They are worse at insulating, so they leave customers with hot hands and a lukewarm drink – unless a double cup or cardboard sleeve is used, further multiplying the amount of wasted material. In our view, all of these factors make foam the clear winner versus paper.

Contrary to common belief, foam may also beat paper when it comes to recycling. Too often, paper cups are not recycled because of the waxy plastic coating that helps them hold liquid. In contrast, it is entirely possible to recycle polystyrene foam, as other cities are doing across the country. We believe this is the correct approach, and we remain ready and willing to work with our supplier and with the city in that regard. Unfortunately, proponents of the ordinance have thus far not afforded appropriate consideration to anything less than the draconian solution of an outright ban.

Furthermore, when crafting that ban, several important provisions were written in a materially vague and ambiguous fashion. For example, it is unclear when and how often fines may be imposed: Does a "violation" take place on a daily basis? Weekly? Per sale? It is equally unclear when a recycling program would be considered sufficiently "city-wide," how such a program would be judged to be appropriately "effective," or what additional standards the city might impose before the program is acceptable to be "approved." These and other ambiguities create serious difficulties both for those ordered to comply with the ordinance, and for those charged with its enforcement.

Fortunately, a collaborative and inclusive solution to increase recycling, reduce litter, and maintain a business-friendly climate in Portland is well within reach. This proposed ban has brought together a diverse group of stakeholders intent on working together to find practical solutions. Yet actually adopting this ordinance would hinder any such effort without truly addressing the underlying issues – and would create new problems for local businesses and their customers. In light of the above, we remain hopeful that you will reject the ban on polystyrene and instead consider the other, better options that are available.

Respectfully submitted,

CUMBERLAND FARMS INC.

By:

Matthew T. Durand
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FTC Actions on Degradable/Compostable Food Packaging Claims

The Federal Trade Commission (FTC) has repeatedly made clear that ***claims that consumer products or packaging degrade or compost in landfills are almost universally impossible to substantiate and deceptive.***

FTC has recently brought a number of enforcement actions that continue to make this point. For example, in a recent high-profile case against Farberware, FTC alleged:

> "Approximately 92 percent of total municipal solid waste in the United States is disposed of either in landfills, incinerators, or recycling facilities. These disposal methods ***DO NOT*** present conditions that would allow respondent's FARBERWARE® EcoFresh Containers to completely break down and decompose into elements found in nature within a reasonably short period of time."
>
> [***emphasis added***] In the Matter of Clear Choice Housewares, Inc., a Corporation, also d/b/a, Docket No. C-4420 FARBERWARE® EcoFresh, available at http://www.ftc.gov/sites/default/files/documents/cases/140106clearchoicecmpt.pdf.

The rules apply equally to both paper products and plastic products.

FTC also recently brought an enforcement action against AJM Packaging Corporation, which makes paper products, including paper plates, cups, bowls, napkins, and bags. AJM began making new claims in violation of a consent order that a number of its paper products were "biodegradable," "compostable" or both. FTC charged AJM with ***failing to substantiate*** that: its products will biodegrade within one year when disposed in a landfill; and its products will compost in a safe and timely manner in a ***home composting pile***. [http://www.ftc.gov/news-events/press-releases/2013/10/ftc-cracks-down-misleading-unsubstantiated-environmental].

Waste Management, a top U.S. waste management company, explains how modern landfills work: "these same control features ***retard the natural decomposition processes in the landfill by making it a dry tomb***. Under these conditions waste decomposes over a period of decades, slowly producing gas and settling until the waste is biologically stable." [https://www.wm.com/sustainability/pdfs/bioreactorbrochure.pdf]. Waste Management is working on landfill design that will accelerate decomposition, but notes that this is "looking to the future." [*Ibid*].

FTC specifically found in October 2012 that there is a "paucity of large-scale compost facilities" in the U.S.

> *The Green Guides, Statement of Basis and Purpose*, p. 115, available at http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguidesstatement.pdf.

FTC noted in its revisions to the Green Guides that "***Large-scale composting facilities that accept feedstocks other than yard trimmings remain uncommon*** in the United States."

> [See Food Composting Infrastructure, BioCycle, Dec. 2008, at 30 (noting that in 2008, only 92 commercial composters and 39 municipal composters provided food waste composting); EPA, Municipal Solid Waste in the United States: 2007 Facts and Figures at 148, available at http://www.epa.gov/wastes/nonhaz/municipal/pubs/msw07-rpt.pdf ("In 2007, there were 16 mixed waste composting facilities, two more than in 2006."). *Ibid.* at 113, fn 370].

As part of its Green Guides review, FTC considered both ASTM D6400 and D6868 and "found that those protocols likely ***do not typify compost facility operations*** nationwide. Rather, they reflect "***optimum [operating] conditions***" and ignore "wide variation" in actual facility operations." [*Ibid.* at 114-115].

http://plasticfoodservicefacts.com/

Natural Resources Council of Maine

3 Wade Street • Augusta, Maine 04330 • (207) 622-3101 • Fax: (207) 622-4343 • www.nrcm.org

Comments in Support of a Ban on Single-Use Disposable Expanded Polystyrene Foam Containers used in Food and Restaurant Service

Sarah Lakeman, NRCM Sustainable Maine Policy Advocate
March 19th, 2014

My name is Sarah Lakeman. I am the Sustainable Maine Policy Advocate and Outreach Coordinator for the Natural Resources Council of Maine and a Portland resident. I appreciate the opportunity to present comments in support of a citywide ban on the use of Expanded Polystyrene (EPS) in single-use disposable products used in food service and restaurants.

As noted by the Majority Report, ordinances such as the one before you have been adopted in more than 100 cities across the country—including cities like San Francisco, Oakland, Seattle, and Portland, Oregon. If an ordinance like this can work a city with close to a million people, like San Jose, California, then it can work here in Portland, with a population closer to 70,000.

These other places with polystyrene bans have demonstrated that affordable, environmentally-preferable, and locally recyclable alternatives are readily available. But one need look no further than Freeport to reach this same conclusion, because Freeport was ahead of the pack in adopting an expanded polystyrene ban nearly 25 years ago.

We are encouraged that many restaurants, including here in Portland, have begun to voluntarily move away from polystyrene foam packaging. McDonalds Corporation, for example, recently announced that it would phase out foam cups at its 14,000 U.S. restaurants in favor of paper cups. McDonalds quit using expanded polystyrene clamshell containers back in 1990. Paper cups are available in many places such as Dunkin Donuts if customers request them.

We support the delayed implementation of the ordinance until July 2015 to allow food service establishments to use up their remaining EPS stock and purchase alternatives. We also would support the approach used in South San Francisco, where affected businesses are allowed to charge a small take-out fee to cover any additional costs for alternative containers.

If an expanded polystyrene foam container ban makes sense for more than 100 cities across the country, then we think it makes sense for Portland. We encourage you to recommend that the full Portland City Council consider this proposed ordinance for adoption.

I appreciate the opportunity to comment and would be happy to answer any questions that you may have.

American Chemistry Council | Plastics Food Service Packaging Group

March 19, 2013

Honorable City Council Member David Marshall
Chair, Transportation, Sustainability & Energy Committee
Portland City Council
389 Congress Street
Portland, Maine 04101

RE: Proposed Ordinance to Prohibit the Sale of Polystyrene Foam Food packaging (Sec 12.210 Findings/Purpose, Article VIII. Polystyrene) – Endorse/Forward to City Council – ACC Comments – OPPOSE

Dear Honorable City Council Member David Marshall, member of the Transportation, Sustainability & Energy Committee:

We are writing to again express our concerns about a proposed bill (**Amendment to Portland City Code Chapter 12 Garbage, Waste and Junk – Article V. Polystyrene**) to ban and prohibit the use of expanded polystyrene (foam) food service products in the City of Portland. . The members of our group, the Plastics Foodservice Packaging Group (PFPG) of the American Chemistry Council (ACC), represent the leading suppliers and manufacturers of plastics foodservice packaging products, including polystyrene food and beverage containers.

ACC supports litter education, prevention, waste minimization, and recycling as proven solutions to addressing litter, and supports programs that address these issues. The food safety benefits of polystyrene food service are undisputed. In the U.S. the Food & Drug Administration (FDA) has approved the use of polystyrene for foodservice – and health agencies at the state and federal level have confirmed the 50 year history of safe use of polystyrene foodservice.

What we support: We support the concept litter education and prevention, waste minimization and recycling, and supporting programs that address all litter and waste to help keep the City of Portland clean. Our industry has been a big supporter of these programs nationwide, and polystyrene foam foodservice is both an economical and overall sustainable choice for food establishments and consumers.

Why we oppose this ban:

Flawed premise that "biodegradable" [(Section 12.210 Findings/Purpose – (5)] or "compostable" alternatives [(Section 12.210 Findings/Purpose – (7)] are viable or "environmentally preferable substitutes" for polystyrene foam foodservice, given the ***Federal Trade Commission (FTC) has stepped up Enforcement Action - Claims that consumer products or packaging degrade or compost in landfills are almost universally impossible to substantiate and deceptive***

FTC has recently brought a number of enforcement actions that continue to make this point. This also has implications for the Portland, ME, where the Portland City Council Transportation, Sustainability & Energy Committee has re-introduced legislation that would ban the use of foam food service products by restaurants, food trucks and small vendors, grocery stores, coffee shops, schools, hospitals, nursing homes, institutional cafeterias or any other establishments that utilize foam food service products – on the misconception that "biodegradable" and "compostable" foodservice alternatives are available and more "sustainable" than PS foam foodservice. Portland, ME does not have an industrial composting facility or any infrastructure to collect any compostable foodservice substitutes or justify a claim that "compostable" foodservice products are in fact composted – and therefore would have any end of life benefit over PS foam foodservice products.

FTC has recently brought a number of enforcement actions that continue to make this point. For example, in a recent high-profile case against Farberware, FTC alleged:
"Approximately 92 percent of total municipal solid waste in the United States is disposed of either in landfills, incinerators, or recycling facilities. These disposal methods do not present conditions that would allow respondent's FARBERWARE® EcoFresh Containers to completely break down and decompose into elements found in nature within a reasonably short period of time." (emphasis added) In the Matter of Clear Choice Housewares, Inc., a Corporation, also d/b/a) Docket No. C-4420 FARBERWARE® EcoFresh, available at http://www.ftc.gov/sites/default/files/documents/cases/140106clearchoicecmpt.pdf.

The rules apply to paper products equally as to plastic products. FTC also recently brought an enforcement action against AJM Packaging Corporation, which makes paper products, including paper plates, cups, bowls, napkins, and bags. AJM began making new claims in violation of a consent order that a number of its paper products were "biodegradable," "compostable" or both. FTC charged AJM with failing to substantiate that: its products will biodegrade within one year when disposed in a landfill; and its products will compost in a safe and timely manner in a home composting pile. http://www.ftc.gov/news-events/press-releases/2013/10/ftc-cracks-down-misleading-unsubstantiated-environmental.

How Modern Landfills Work, Waste Management, a top U.S. waste management company, explains how modern landfills work: "these same control features retard the natural decomposition processes in the landfill by making it a dry tomb. Under these conditions waste decomposes over a period of decades, slowly producing gas and settling until the waste is biologically stable." https://www.wm.com/sustainability/pdfs/bioreactorbrochure.pdf. Waste Management is working on landfill design that will accelerate decomposition, but notes that this is "looking to the future." *Id.*

FTC specifically found in October 2012 that there is a "paucity of large-scale compost facilities" in the U.S. *The Green Guides, Statement of Basis and Purpose*, p. 115, available at http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguidesstatement.pdf. FTC noted in its revisions to the Green Guides that "Large-scale composting facilities that accept feedstock's other than yard trimmings remain uncommon in the United States. See Food Composting Infrastructure, BioCycle, Dec. 2008, at 30 (noting that in 2008, only 92 commercial composters and 39 municipal composters provided food waste composting); EPA, Municipal Solid Waste in the United States: 2007 Facts and Figures at 148, available at http://www.epa.gov/wastes/nonhaz/municipal/pubs/msw07-rpt.pdf ("In 2007, there were 16 mixed waste composting facilities, two more than in 2006."). *Id.* at 113, fn 370.

As part of its Green Guides review, FTC considered both ASTM D6400 and D6868 and "found that those protocols likely do not typify compost facility operations nationwide. Rather, they reflect "optimum [operating] conditions" and ignore "wide variation" in actual facility operations." *Id.* at 114-115.

Input from the Minority Report in Opposition to Polystyrene (Foam Foodservice) Product Ban proposed by the Green Packaging Working Group Task Force – The members of the Green Packaging Working Group Task Force who represent local Maine businesses and have been working in good faith with the City on the process of examining ways to reduce litter, increase recycling, and minimize waste – are strongly opposed to the proposed ordinance to ban polystyrene foam products developed by the Green Packaging Working Group Task Force. The minority report outlines a series of legitimate concerns – ranging from financial impacts of the proposed ban, misperceptions that the ban will reduce litter, misinformation and lack of understanding of the actual environmental/energy benefits of polystyrene foam foodservice versus its substitute products, misinformation about the public health and sanitation benefits of polystyrene foam foodservice from agencies and key bodies, and concerns about the process used to weigh evidence regarding a proposed ban.

Selected Product Bans do not Reduce Litter - A ban on a specific product like polystyrene foam foodservice, which makes up a very small amount of the litter stream (according to a 2012 study, commonly used polystyrene foam foodservice products make up 1.5 percent of litter) will not reduce litter – since the substitute foodservice products would be littered as well. And trading one type of littered item for another simply changes the makeup of litter without reducing it. For example, when San Francisco placed restrictions on the use of certain plastic foodservice products, the city found that alternatives became more littered. Substituting one type of litter for another is not a smart strategy. What work are neighborhoods taking responsibility for trash and litter – like programs we've supported through KAB (Keep America Beautiful) affiliates and city competitions for neighborhood programs to keep litter and trash in its proper place.

Recovery and Recycling of PS: Polystyrene foodservice products are recovered and recycled in various ways in many communities, depending on the solid waste program.

- Portland residents should be able to have the opportunity to work with recyclers and groups like Eco Maine to explore recycling of polystyrene foam and other foodservice packaging before a ban on such a product is considered. There are markets for recycled polystyrene foam products – the recycled material can be made into a variety of new products, including picture frames, crown molding and nursery plant containers.

- PS Foodservice recycling more prevalent than paper foodservice recycling or composting, should Portland want to further explore curbside recycling - http://plasticfoodservicefacts.com/Pages/Access-to-Recycling-Expanded-Polystyrene-Food-Service-Items.pdf

Many Americans believe that paper cups and plates are widely recycled and that similar plastic foam products cannot be recycled. A new study finds both beliefs to be mistaken. The study looked at access to recycling of foodservice products to compare recycling opportunities for paper versus polystyrene foam. The study of the fifty largest US and California cities found that far more communities provide access to recycling of polystyrene foam foodservice products than paper foodservice products. For example, half the population of California's fifty largest cities has direct or indirect access to foam foodservice recycling. In contrast, only two percent of this population has direct or indirect access to paper foodservice recycling, meaning paper foodservice recycling in California is almost nonexistent. Of the population of the fifty largest US cities, sixteen percent has direct or indirect access to foam foodservice, while six percent can recycle paper foodservice. In addition, the study shows that access to composting of paper foodservice products also is low: only seven percent of the population of the fifty

largest US cities. The study demonstrates that commonly held beliefs about the recyclability of foodservice products are not based on actual recycling activities.

ACCESS TO RECYCLING/COMPOSTING OF FOAM AND PAPER FOODSERVICE PRODUCTS

CA 50 Largest Cities	Percent of Population
Foam Collected for Recycling	50%
Paper Collected for Recycling	2%
Paper Collected for Composting	13%
US 50 Largest Cities	Percent of Population
Foam Collected for Recycling	16%
Paper Collected for Recycling	6%
Paper Collected for Composting	7%

Note: these population figures are solely for the fifty largest US cities and CA cities and cannot be extrapolated for the entire US or CA population.

Landfills, Biodegradation – All plastic foodservice products contribute approximately 1% of landfills' content by weight (paper contributes more than 30%). While popular culture has led many to believe that burying our nation's garbage in landfills is sort of like creating big compost heaps, modern landfills are specifically designed to minimize decomposition. The small amount of degradation that does occur in a landfill often generates methane, a much more potent greenhouse gas than CO_2.

Why PS Foam is used and Cost Implications of a Ban: Portland city residents and foodservice establishments use polystyrene foam foodservice products for a variety of reasons, including health, safety, packaging convenience, low cost, and demonstrated performance. Polystyrene foam foodservice products generally are more economical – wholesale costs can be two, three, and four; up to five times less than their paper-based or reusable counterparts (reusables require extra equipment, labor, water, electricity, detergent ...). There are costs to the City as well by going to more expensive alternatives, as well as implementing and enforcing a ban. An economic fiscal impact study is needed to determine the overall cost impact to businesses and the city of such a proposed ban.

Low Environmental Footprint compared to alternative foodservice products: Polystyrene foodservice packaging uses less energy and resources to manufacture than comparable paper-based products, leaving a lighter footprint. For example, a polystyrene foam cup requires about 50% less energy to produce – and creates significantly fewer greenhouse gas emissions – than a similar coated paper-based cup with its corrugated sleeve. A full life cycle assessment (LCA) peer reviewed study comparing polystyrene foam foodservice impacts with paper-based and corn-based alternatives can be found at: http://plasticfoodservicefacts.com/Life-Cycle-Inventory-Foodservice-Products

Polystyrene Foodservice Safety: For more than 50 years, the U.S. Food and Drug Administration have approved the use of polystyrene for foodservice products. Polystyrene foodservice products offer a sanitary way to serve fresh food and to help prevent the spread of disease at school, restaurants, hospitals ... even at home.

While some have raised questions about occupational exposures to styrene, the U.S. National Institutes of Environmental Health Sciences made clear that these don't apply to polystyrene, noting in June 2011: "Styrene should not be confused with polystyrene (Styrofoam). Although styrene, a liquid, is used to make polystyrene, which is a solid plastic, we do not believe that people are at risk from using polystyrene products."

The toxicologist who heads the National Toxicology Program was widely quoted in June 2011 news reports: "Let me put your mind at ease right away about Styrofoam" and noted that levels of styrene from polystyrene containers "are hundreds if not thousands of times lower than have occurred in the occupational setting ... In finished products, certainly styrene is not an issue." John Bucher, associate director of the National Toxicology Program, was quoted in Associated Press reports in August 2011: "The risks, in my estimation, from polystyrene are not very great," he said. "It's not worth being concerned about."

Sanitation – Studies at foodservice operations demonstrate that polystyrene foodservice packaging can be more sanitary than reusable china or glassware that are dependent on proper washing. A 2012 sanitation study in Sacramento, CA, found that reusables had higher microbial levels than single use items. A 2007 study in Wisconsin found that unprotected tables and trays had 7 to 23 times higher bacterial counts than those with single-use placemats and tray covers. And a 2002 study in Las Vegas found that 18 percent of reusable items tested had higher than acceptable bacterial counts. Reusable cups, dishes, plates, utensils, place mats, table coverings and other products require copious amounts of water and energy to clean, time and time again. Polystyrene foodservice packaging conserves these important resources and allows our schools and hospitals to save the water, energy, detergents – and money and labor – required to sanitize reusables. And when dishwashers are down or malfunctioning, foodservice operators actually are required to use sanitary, single-use foodservice under code requirements in order to protect health and safety.

Recommendation:

For these reasons, particularly the fact that PS foam foodservice is recycled (and should be consider as such), and the premise that "biodegradable" or "compostable" more expensive alternatives have any environmental benefit (given FTC's enforcement action on companies/or entities who make "green washing" claims on biodegradable or compostable substitutes for polystyrene foam foodservice when there is no infrastructure to provide for industrial composting of foodservice, we recommend the City of Portland conduct a fiscal impact study on the cost of this proposed ban to both local businesses and the City (as outlined in the Minority Report in Opposition to Polystyrene Product Ban Proposed by the Green Packaging Working Group Task Force) **before endorsing or forwarding this proposed ordinance to City Council** – and also have the Finance Committee review the results of this fiscal impact study. In addition, because of the sanitation and hygiene benefits polystyrene foam foodservice offers compared to alternatives, this proposal should be revised by other committees – such as Public Safety, Health & Human Resources, to determine the trade-offs from a public health and sanitation perspective.

We hope to be able to continue our work with Portland on constructive programs described above that can help tackle litter and waste disposal issues. Thank you for your consideration in this matter.

Sincerely,

Steve Rosario, Government Relations
American Chemistry Council
(tel: 770-421-2991; e-mail: steve_rosario@americanchemistry.com

and

Mike Levy, Director

Plastics Foodservice Packaging Group (PFPG)
(tel: 703-741-5647; e-mail: mike_levy@americanchemistry.com)

CC: Transportation, Sustainability & Energy Committee members
Honorable Kevin Donoghue, Vice Chair
Honorable John Anton
Honorable Cheryl Leeman
Honorable Mayor Michael F. Brennan

clf
conservation law foundation

For a thriving New England

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TESTIMONY ON ARTICLE VIII. POLYSTYRENE

Ben Tettlebaum, Attorney
Conservation Law Foundation
Portland, ME 04101
btettlebaum@clf.org

March 19, 2014

Chair Marshall and members of the Transportation, Sustainability and Energy Committee, my name is Ben Tettlebaum, and I am an attorney with the Conservation Law Foundation (CLF). Thank you for receiving this testimony in support of Article VIII ("Foam Ban").

We support the Foam Ban for the reasons summarized in the Task Force Majority Report. In particular, CLF is concerned about the long-term, negative environmental impact of continued polystyrene manufacturing, use, and waste. Problems with polystyrene include, but are not limited to, the following:

- The Environmental Protection Agency classifies styrene as a possible human carcinogen. Workers who manufacture or work with styrene may experience myriad adverse health effects, including irritation of the skin, eyes, and upper respiratory tract, and various gastrointestinal problems. Chronic exposure affects the central nervous system.
- Manufacturing polystyrene pollutes the air we breathe and creates substantial amounts of liquid and solid waste.
- Toxic chemicals leach out of polystyrene products into food contained within such packaging (especially when heated in a microwave).
- Polystyrene foam is often littered. It breaks down into pieces that choke animals and clog their digestive systems.

Though we support the Foam Ban, we have two suggestions for the Committee consider. First, under section 12-213, page 3, we recommend moving subsections (d) and (e)—the null-and-void subsections—to their own section separate from the "Exemptions" section. The null-and-void provisions are not exemptions. Moving them to their own section will avoid confusion.

Second, we appreciate the potential difficulties of implementing both the Bag Fee Ordinance and the Foam Ban within a few months of each other. Therefore, we encourage the Committee to work with the food business community to determine if the implementation date for the Foam Ban is indeed workable.

Thank you for hearing our testimony.

Sincerely,

Ben W. Tettlebaum
Attorney/Rhodes Fellow, Farm and Food
Conservation Law Foundation

MAINE
Restaurant Association

Polystyrene Containers

Enhancing Prosperity for Maine's Restaurants

Chairman Marshall and distinguished City Council and committee members, my name is Greg Dugal and I am here representing the Maine Restaurant and Maine Innkeepers Association in opposition to the ordinance that would create a ban on polystyrene containers in the City of Portland. Our Associations and our Portland members do not support this ban as we see polystyrene containers to be no more of a risk to the environment than other types of hot and cold drink and food containers. We also believe that polystyrene keeps hot food and drinks hot for longer periods of time keeping our prepared product that much better for the consuming public. Polystyrene is much more effective at preventing food spoilage than other materials and it does not impart odors and that is a proven fact, as polystyrene is an FDA preferred food packaging material.

There is also a substantial cost associated with changing from polystyrene to other forms of containers. Small businesses especially restaurants operate with very tiny margins so any increase in the cost of doing business could be potentially fatal to these small businesses. I think you have heard from business owners here this evening that any negative cost is difficult to absorb in an unsteady economy.

Also studies around the country have shown that litter is not reduced by banning polystyrene containers, though that seems to be a cornerstone of this ordinance. People who contribute to litter at this point in time will continue to do so, regardless of what the container is made of. I would argue that polystyrene containers are much more reusable than their paper counterparts. As you have been made aware in the last go round on these issues, studies in cities that have undertaken these bans show that litter remains at the same levels.
Also polystyrene is less than one percent of the solid waste stream in most landfills and became less of that stream after the ordinance changes, while paper products became more at a greater proportion. At my home, we wash and reuse polystyrene coffee cups from Dunkin Donuts and other businesses because they can withstand multiple uses and paper cups cannot. My wife uses these containers to bring her coffee to work.

I never attended the Green Packaging Working Task Force meetings on Polystyrene, though I was aware of the proceedings, but if the Task Force's approach on polystyrene was the same as disposable bags, the outcome seemed to be predetermined. There did not seem to be a true interest to discuss the good and bad of the product, just a determination to pass an ordinance regardless of the benefit or the risk to the City of Portland's small businesses.

Greg Dugal
President and CEO

45 Melville Street · Augusta Maine · 04330 · 207.623.2178 · 866.711.5408 (fax) · www.mainerestaurant.com

Maine Grocers & Food Producers Association

March 19, 2014

Councilor David A. Marshall, Chair
Transportation, Sustainability and Energy Committee
City of Portland
55 Portland Street
Portland, Maine 04101

Dear Councilor Marshall and Committee Members,

I am providing testimony in opposition to the proposed ordinance to ban the use and sale of foodservice polystyrene products at select retail outlets in the City of Portland.

By way of introduction, I am the Executive Director, Maine Grocers & Food Producers Association and served on the Green Packaging Working Group Task Force. The Maine Grocers & Food Producers Association is a statewide business trade association representing main street businesses; independently owned and operated grocery stores, supermarkets, wholesalers and distributors, food and beverage producers and processors and associated service companies. Our members have an excellent and proven track record when it comes to environmental stewardship and we support a cleaner City, just not a more expensive one.

The MGFPA and their members often participate on working groups to tackle a wide range of issues and they were pleased to be selected to serve on the City's Green Packaging Working Group Task Force. I would be remiss if I did not remind you that the imbalanced composition of the Task Force was troubling and didn't serve the process well. Frankly, the majority of the members seemed predisposed to prepare an ordinance to ban the sale and use of foodservice polystyrene products in the City of Portland. Since that meeting and subsequent September 19 City Council meeting at which the original proposal was remanded back to this Committee, we are not aware that there has been any attempt by City officials or others to address the multiple questions raised by City Council members or by those testifying. I know we would all benefit from hearing how this "final" proposal was crafted.

Nowhere in the record is there evidence to support an outright ban. No examination of the concerns associated with these products, no economic assessment of the financial impacts on the businesses and the customers they serve, and no rationale for a piece meal ordinance. Why are food retailers hit so hard? Why are certain other food companies exempt? Why are packaging and mailing companies exempt? What are florists exempt? Why are builders and their service companies exempt?

Our members use polystyrene because it works. For more than 50 years, the U.S. Food and Drug Administration has approved the use of polystyrene for foodservice products. Polystyrene foodservice products offer a sanitary way to serve fresh food and to help prevent the spread of disease. In the grocery business, we use these containers to package meats, cheeses, vegetables, eggs and other products, and our members offer a full line of polystyrene foodservice items for sale for home use. Food safety concerns were raised at the Task Force meeting, but given little consideration.

Are there affordable alternatives? Polystyrene foodservice products generally are more economical –

wholesale costs can be two, three, and four, up to five times less than their paper-based or reusable counterparts and therefore help our members keep costs down to their customers. More than ever, in these tight economic times, keeping costs low should be on everybody's minds. Further, customers who wish to purchase polystyrene foodservice products for their own use would be forced to shop at stores in neighboring communities which would negatively impact overall retail sales at our Portland stores.

Why not consider recycling opportunities employed by other communities across the nation. Many efforts over the past two decades have shown exactly what works and what doesn't when it comes to polystyrene foodservice recycling, and today there are a number of innovation recycling programs across the country. As proposed the ordinance states that "there is no economically feasible means of recycling expanded polystyrene locally." I'm not sure if any actual "recycling is being done" in Maine, but rather companies like ecomaine collect, sort and transport materials that are sold to recycling facilities outside of Maine. From what we understand, there may be a viable market for collected polystyrene items in the region.

If the City of Portland wants to achieve anything meaningful in terms of polystyrene, shouldn't you at least give serious consideration to explore recycling options, rather than banning foodservice containers?

What evidence would you use to justify an outright products ban? How would you address the legitimate concerns of the businesses and how would you quantify the increased costs associated with shifting more expensive alternatives? After all, a product ban is really akin to a tax.

Enacting a product ban is not an end in itself. What would the likely effects of the ban cause? What would the ban do with respect to the undesired behavior? What products would take their place? Would banning polystyrene foodservice containers end roadside litter? Or would you see the alternative products being littered? The answers to these questions remain unanswered and could very well help shape the desired outcome.

I urge you to engage all businesses impacted by this proposal and all of the other businesses that use polystyrene products in a constructive discussion to address their interests and concerns for a cleaner City. Surely we can find a suitable solution that doesn't unfairly penalize Portland's customer service businesses.

Thank you for your consideration of my testimony.

Sincerely,

Shelley F. Doak, Executive Director

Material from September 16, 2013 Council Package

Order 39-13/14
~~Tab 37 8-5-13~~
~~Tab 11 9-9-13~~

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

Tab 9 9-16-13

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 12 GARBAGE, WASTES AND JUNK
ARTICLE VIII. POLYSTYRENE
SECTIONS 12-210 THROUGH 12-215

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. *That Chapter 12, Article VIII, Polystyrene of the Portland City Code is hereby adopted to read as follows:*

ARTICLE VIII. POLYSTYRENE

Sec. 12-210. Findings; purposes.

The city council hereby finds as follows:

(1) Expanded polystyrene is a petroleum-based, lightweight plastic material sometimes used as food service ware by retail food vendors operating in the City of Portland.

(2) The City of Portland desires to protect the natural environment.

(3) There is no economically feasible means of recycling expanded polystyrene locally.

(4) Disposable food service ware made from polystyrene foam constitutes a portion of the litter in Portland's streets, parks and public places that increases city maintenance costs.

(5) Expanded polystyrene is a common pollutant that fragments into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife thus harming or killing them.

(6) The city's goal is to replace expanded polystyrene food service ware with reusable, recyclable or compostable alternatives.

(7) Such alternatives are readily available.

Sec. 12-211. Definitions.

As used in this Ordinance the following terms have the following meanings:

(a) *Disposable food service ware* means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups, bowls, trays and hinged or lidded containers, also known as clamshells. This does not include straws, utensils or cup lids nor does it include disposable packaging for prepackaged foods.

(b) *Expanded polystyrene* means and includes blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam®, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene). Expanded polystyrene is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons. For the purposes of this chapter, the term "polystyrene" shall not include clear polystyrene known as "oriented polystyrene."

(c) *Food packager* means any person or entity located within the City of Portland who places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products.

(d) *Prepackaged food* means any properly labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at an approved source outside the City of Portland.

(e) *Prepared food* means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption on the food vendor's premises or within

the city. Prepared food may be eaten either on or off the premises, also known as "takeout food." Prepared food does not include eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the Food and Drug Administration.

(f) *Recycling Program* means a process whereby used materials are separated from the solid waste stream and utilized as a raw material in the manufacture of a new product or for new economic use.

(g) *Restaurant* means any establishment located within the City of Portland selling prepared food to be eaten by customers. Restaurant includes a sidewalk or other outdoor food vendor.

(h) *Retail food vendor,* means any establishment located in the City of Portland, or any establishment which provides prepared foods or beverages within the city for public consumption on or off its premises and includes, but is not limited to, any store, shop, sales outlet, restaurant, bar, pub, coffee shop, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, mobile food preparation truck or vehicle, roadside stand, or any other person who provides prepared food; and any individual, group, or organization that regularly provides food as part of its services.

Sec. 12-212. Prohibitions.

(1) On or after July 1, 2015, no retail food vendor shall serve or sell prepared food in expanded polystyrene disposable food service ware.

(2) On or after July 1, 2015, no food packager who offers for retail sale meat, eggs, bakery products or other food shall package that meat, eggs, bakery products or other food in packaging material made of expanded polystyrene.

(3) On or after July 1, 2015, no vendor in the City of Portland who sells tangible personal property at retail shall sell disposable food service ware made from expanded polystyrene.

(4) All city facilities, city-sponsored events, and city permitted events are prohibited from using disposable food service ware made from expanded polystyrene. All city departments and agencies shall not purchase or acquire disposable food service ware made from expanded polystyrene for use at city facilities.

(5) City franchises, contractors and vendors doing business with the city shall be prohibited from using food service ware made from expanded polystyrene in city facilities or on city projects within the city.

(6) Organizations using city offices or property shall comply with this chapter (e.g., street closure permits, events at city facilities, etc.) and while on city premises, shall not willfully possess, give, receive, lend, offer or expose for sale, use, deliver, furnish, transfer or dispose of any disposable food service ware made from expanded polystyrene.

Sec. 12-213. Exemptions.

(1) Prepackaged food is exempt from the provisions of this chapter.

(2) Food vendors that are currently existing or are established in the city by the effective date of the ordinance will be exempted from the provision of this Article prohibiting the use of polystyrene foam food service ware for a period of time to be determined by the Public Services Manager or his/her designee on a case-by-case basis for undue hardship. Undue hardship includes, but is not limited to, situations unique to the food vendor not generally applicable to other persons in similar circumstances.

(3) Food vendors, city departments, city facilities and contractors shall be exempt from the provisions of this Article, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public peace, health or safety.

(4) This ordinance shall be null and void if and as long as there is developed and maintained an effective city-wide recycling program approved by the city's Director of Public Services for polystyrene foam food and beverage containers.

(5) The provisions of this ordinance shall be null and void on the day that statewide legislation or federal

legislation goes into effect, incorporation either the same or substantially similar provisions as are contained in this chapter, or in the event that a pertinent Maine or federal administrative agency issues and promulgates regulations, preempting such action.

Sec. 12-214. Violations and enforcement.

The Director of Public Services and the Director of Health and Human Services or designees shall have the primary responsibility for enforcement of this ordinance. If the Public Services Director of the Director of Health and Human Services or designees determines that a violation of this Article has occurred, he/she shall issue a written warning notice to the food vendor that a violation has occurred. Subsequent violations of the ordinance shall be subject to the penalties set forth below.

Violations of this ordinance shall be punishable by fines as follows:

(a) A fine not exceeding $250 for the first violation in a one-year period;

(b) A fine not exceeding $500 for the second and each subsequent violation in a one-year period.

Sec. 12-215. Severability.

If any part or provision of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Michael Bobinsky, Director of Public Services
Troy Moon, Environmental Programs Manager

DATE: July 24, 2013

DISTRIBUTION: (City Manager, Mayor, Corporation Counsel, Sonia Bean, Terry Tucker)

SUBJECT: Order creating an ordinance of the City of Portland to prohibit the use of expanded polystyrene foam food service ware by all food vendors, City departments, and City contractors, and at City sponsored events.

SPONSOR: Councilor David A. Marshall, Chair, Transportation, Sustainability and Energy Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: August 5, 2013 Final Action: September 9, 2013

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

I. **SUMMARY OF ISSUE (Agenda Description)**
The proposed ordinance prohibits food service establishments from serving food in packaging or containers made from polystyrene foam. It also prohibits the retail sale of polystyrene food service products. If adopted, the ordinance would not go into effect until July, 2015 in order to allow merchants to deplete their existing inventory of polystyrene foam service ware.

II. **REASON FOR SUBMISSION (Summary of Issue/Background)**

In June, 2012 the City Council ordered the Transportation, Sustainability and Energy Committee to consider an ordinance or recommendation to ban the use of polystyrene foam containers and to take whatever further action committee members deemed appropriate. To this end, the TS&E Committee created the Green Packaging Working Group which consisted of industry representatives, local businesses, environmental advocates and citizens. This group held three meetings to discuss the issue and review draft ordinance language. During the third meeting a majority recommended adoption of an ordinance. The Working Group chair, Councilor Suslovic, invited the minority to submit a minority report to explain their position. The Transportation, Sustainability and Energy Committee took public comment regarding the proposed ordinance during their

meeting on June 19, 2013 and recommended adoption by the full Council on July 17, 2013. (2-1, Anton absent)

III. INTENDED RESULT

Eliminating the use of polystyrene foam packaging will reduce waste by leading food service establishments to use alternatives that can be recycled in the City of Portland/ecomaine's recycling program. Polystyrene foam is not recyclable in the current program while alternatives such as paper, fiberboard, foil and rigid plastic containers are. Eliminating the use of polystyrene foam is in line with Portland's efforts to protect local waterways including Casco Bay by reducing the amount of polystyrene litter, which is particularly harmful to marine wildlife.

IV. COUNCIL GOAL ADDRESSED

The proposed ordinance advances the Council's objective to reduce waste and increase recycling.

V. FINANCIAL IMPACT

Polystyrene foam packaging is somewhat less expensive than other forms of packaging but alternatives are widely available and are used extensively by food service establishments in Portland.

VI. STAFF ANALYSIS

More than 100 cities and counties across the United States have prohibited the use of polystyrene foam packing in an effort to reduce the amount and toxicity of litter, protect water quality and marine life and promote recycling. These include Freeport, ME, which adopted its ban in 1990, as well as San Francisco, CA, San Jose, CA, Portland, OR, and Brookline, MA. Most of these cities are recognized as national leaders on environmental issues. They have found that prohibiting polystyrene foam packaging helps them achieve their environmental goals.

In Portland, we are not currently able to recycle polystyrene foam. Staff from ecomaine testified that poor markets, cost of transportation and difficulty in handling this material make it impractical to recycle. All of the commonly used alternatives to polystyrene foam packaging are recyclable in our program including paper, fiberboard, foil and non-expanded plastic. Prohibiting foam packaging would lead to more widespread use of recyclable packaging in our local food service establishments.

Plastic marine debris is an increasing problem in the aquatic environment, including Casco Bay. Polystyrene foam is an especially problematic form of plastic pollution because it breaks into smaller and smaller pieces as it degrades. As a common form of litter, these tiny pieces of foam enter our waterways where aquatic wildlife often mistake

it for food. This leads to increased animal mortality. Plastic marine debris also degrades water quality.

VII. RECOMMENDATION

The proposed ordinance is in line with stated policy goals of reducing waste, increasing recycling and protecting water quality. The Department of Public Services recommends passage.

VIII. LIST ATTACHMENTS

a)Draft ordinance
b)Majority report
c)Minority report
d)Testimony of Shelly Doak, Maine Grocers Association, to TS&E
e)Testimony of Dick Grotton, Maine Restaurant Association, to TS&E
f)Testimony of Curtis Picard, Retail Association of Maine, to TS&E
g)Dart Manufacturing testimony to TS&E

Prepared by:

Troy Moon on 7/24/2013

Report of the Majority of the Green Packaging Working Group Recommending a Ban on the Sale of Polystyrene Foam Food Packaging in Portland

June 10, 2013

Green Packaging Task Force Membership

Ron Adams – Portland Public Schools

Danny Bouzianis – Dunkin' Donuts

Michele Brooks – Portland Resident

Avery Day / Steven Rosario – American Chemistry Council

Shelley Doak – Maine Grocers Association

Matthew Faulkner – Surfrider Maine

Alexandra Fields – Environment Maine

Martin Fisher – Dart Manufacturing

Richard Grotton – Maine Restaurant Association

Tyler Kidder – University of Southern Maine

Ted Koffman – Maine Audubon Society

John Morin – ecomaine

Richard Petrone (invited) – Hutamaki

Curtis Picard – Retail Association of Maine

Cathy Ramsdell – Friends of Casco Bay

Phil Rozenski (invited) – Hylex Poly

Sally Trice – Portland Citizen

Councilor Ed Suslovic, Chair

DRAFT

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 12 GARBAGE, WASTES AND JUNK
ARTICLE V. POLYSTYRENE
SECTIONS 12-210 THROUGH 12-215

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

That Chapter 12, Sections 12-210 thru 12-215 of the Portland City Code is hereby enacted as follows:

12-210. Findings; purposes.

The city council hereby finds as follows:

(1) Expanded Polystyrene is a petroleum-based, lightweight plastic material sometimes used as food service ware by retail food vendors operating in the City of Portland.

(2) The City of Portland desires to protect the natural environment.

(3) There is no economically feasible means of recycling expanded polystyrene locally.

(4) Disposable food service ware made from polystyrene foam constitutes a portion of the litter in Portland's streets, parks and public places that increases City maintenance costs.

(5) Expanded polystyrene is a common pollutant that fragments into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife thus harming or killing them.

(6) The City's goal is to replace expanded polystyrene food service ware with reusable, recyclable or compostable alternatives.

(7) Such alternatives are readily available.

12-211. Definitions.

As used in this Ordinance the following terms have the following meanings:

(a) "Disposable food service ware" means single-use disposable products used in the restaurant and food

service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups, bowls, trays and hinged or lidded containers, also known as clamshells. This does not include straws, utensils or cup lids nor does it include disposable packaging for prepackaged foods.

(b) "Expanded polystyrene" means and includes blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam®, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene). Expanded polystyrene is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons. For the purposes of this chapter, the term "polystyrene" shall not include clear polystyrene known as "oriented polystyrene."

(c) "Food packager" means any person or entity located within the City of Portland who places meat, eggs, bakery products, or other food in packaging materials for the purpose of retail sale of those products.

(d) "Prepackaged food" means any properly labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at an approved source outside the City of Portland.

(e) "Prepared food" means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption on the food vendor's premises or within the city. Prepared food may be eaten either on or off the premises, also known as "takeout food." Prepared food does not include eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the Food and Drug Administration.

(f) "Recycling Program" means a process whereby used materials are separated from the solid waste stream

and utilized as a raw material in the manufacture of a new product or for new economic use.

(g) "Restaurant" means any establishment located within the City of Portland selling prepared food to be eaten by customers. Restaurant includes a sidewalk or other outdoor food vendor.

(h) "Retail Food Vendor, Vendor" means any establishment located in the City of Portland, or any establishment which provides prepared foods or beverages within the City for public consumption on or off its premises and includes, but is not limited to, any store, shop, sales outlet, restaurant, bar, pub, coffee shop, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, mobile food preparation truck or vehicle, roadside stand, or any other person who provides prepared food; and any individual, group, or organization that regularly provides food as part of its services.

12-212. Prohibitions.

1. On and after July 1, 2015, no retail food vendor shall serve or sell prepared food in expanded polystyrene disposable food service ware.

2. On and after July 1, 2015, no food packager who offers for retail sale meat, eggs, bakery products or other food shall package that meat, eggs, bakery products or other food in packaging material made of expanded Polystyrene.

3. On and after July 1, 2015, no vendor in the City of Portland who sells tangible personal property at retail shall sell disposable food service ware made from expanded polystyrene.

4. All city facilities, city-sponsored events, and city permitted events are prohibited from using disposable food service ware made from expanded polystyrene. All city departments and agencies shall not purchase or acquire disposable food service ware made from expanded polystyrene for use at city facilities.

5. City franchises, contractors and vendors doing business with the city shall be prohibited from using food service ware made from expanded polystyrene in city facilities or on city projects within the city.

6. Organizations using city offices or property shall comply with this chapter (e.g., street closure permits, events at city facilities, etc.) and while on city premises, shall not willfully possess, give, receive, lend, offer or expose for sale, use, deliver, furnish, transfer or dispose of any disposable food service ware made from expanded polystyrene.

12-213. Exemptions.

A. Prepackaged food is exempt from the provisions of this chapter.

B. Food vendors that are currently existing or are established in the City by the effective date of the ordinance will be exempted from the provisions of this Article prohibiting the use of polystyrene foam food service ware for a period of time to be determined by the Public Services Manager or his/her designee on a case-by-case basis for undue hardship. Undue hardship includes, but is not limited to, situations unique to the food vendor not generally applicable to other persons in similar circumstances.

C. Food vendors, City departments, City facilities and contractors shall be exempt from the provisions of this Article, in a situation deemed by the City Manager to be an emergency for the immediate preservation of the public peace, health or safety.

D. This Ordinance shall be null and void if and as long as there is developed and maintained an effective city-wide Recycling Program approved by the City's Director of Public Services for polystyrene foam food and beverage containers.

E. The provisions of this ordinance shall be null and void on the day that statewide legislation or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this chapter, or in the event that a pertinent Maine or federal administrative agency issues and promulgates regulations, preempting such action.

12-214. Violations and Enforcement.

The Director of Public Services and the Director of Health and Human Services or designees shall have the primary responsibility for enforcement of this ordinance. If the Public Services Director or the Director of Health and Human Services or designees determine that a violation of this Article has occurred, he/she shall issue a written warning notice to the food vendor that a violation has occurred.

Subsequent violations of the Ordinance shall be subject to the penalties set forth below.

Violations of this Ordinance shall be punishable by fines as follows:

i. A fine not exceeding $250 for the first violation in a one-year period;

ii. A fine not exceeding $500 for the second and each subsequent violation in a one-year period.

12-215. Severability.

If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable..

Summary

In June, 2012 the City Council ordered the Transportation, Sustainability and Energy (TS&E) Committee to consider an order to ban the sale of polystyrene foam containers and take whatever further action the committee deemed appropriate. Based on that order, TS&E asked Councilor Suslovic to chair a committee including representatives of industry, businesses, local environmental organizations and Portland citizens to discuss proposed ordinance language. Following the Council order, the committee would first take up a proposed polystyrene ordinance. After completing that work the committee would begin studying ways to reduce the amount of plastic bags used in Portland's retail environment.

This committee, known as the Green Packaging Working Group, held three meetings to discuss ordinance language banning the use of polystyrene foam food packaging. The Town of Freeport's ordinance, which went into effect in 1990, served as the foundation for the group's discussion. Members heard testimony from a Freeport official regarding the efficacy of the ordinance during the last 20 years. Staff also provided examples of ordinances from other communities that have adopted polystyrene bans in order to provide further examples to the group.

The Green Packaging Working Group heard testimony from members that alternatives to polystyrene foam packaging are readily available. A representative from the Portland Schools described how the schools were able to switch from polystyrene foam trays to trays made of paper that could be composted or recycling as part of the local waste management program. A local franchisee shared that Dunkin' Donuts provides customers with paper cups instead of foam cups if they request one, despite company preference for foam. The group also learned from a survey of local establishments conducted by City staff that more than half of the businesses surveyed have already moved away from foam packaging in favor of alternatives.

The Working Group explored the recyclability of various types of packaging. A representative from ecomaine explained that most forms of packaging regularly used in Portland may be recycled in their program. (Portland is a member/owner of ecomaine and participates in the ecomaine recycling program.) This includes paper products including coffee cups, cardboard, pressed paper, metal and foil and most plastic containers. Polystyrene foam is the major exception as it cannot be recycled in Portland. Representatives from the plastics industry explained that there is technology available to recycle polystyrene foam. At this time, however, ecomaine reports that including this material in its offerings is not economically or operationally practical.

Members of the group discussed costs involved with moving away from polystyrene foam containers. The representatives from the Portland Schools and from local business agreed that foam packaging is generally less expensive than packaging made from other materials. Other members noted that many establishments in Portland have already discontinued use of foam packaging based for environmental reasons as well as economic reasons. Portland Schools reported that the use of foam trays was a significant source of complaints from parents and students. Moving to paper trays satisfied these customers and removed the trays from the waste stream, which reduced costs. The group further noted that discussions of unit costs for packaging disregard larger, external costs related to cleaning up litter,

damage to the water quality of Casco Bay and our urban streams and impact to wildlife that inadvertently ingest foam litter.

At the conclusion of the Green Packaging Working Group's third meeting, members endorsed ordinance language to prohibit sale of polystyrene foam food packaging in Portland. The group also endorsed amendments that would suspend the ordinance if the State of Maine enacts a ban on this product or if the City adopts a comprehensive and effective recycling program for polystyrene foam packaging. The vote was not unanimous and Chair Suslovic invited those opposed to submit a minority report to further explain their position.

Report

In June, 2012, Superintendent James Morse announced that Portland Public Schools would no longer use polystyrene foam trays when serving meals. He argued that using single use trays that could not be recycled went against City and School Department goals to reduce waste and adopt more environmentally sustainable practices. Following this announcement, food service staff began issuing lunches on paper trays that are manufactured in Maine and can be recycled or composted at facilities located in Portland. This change has pleased students, teachers and community members who had long championed a move away from foam trays. Student activists concerned about waste reduction and environmental issues had regularly focused their attention on the trays. In 2008, a group of Lyman Moore Middle School students addressed the Energy and Environmental Sustainability Committee (predecessor to the Transportation, Sustainability and Energy Committee) requesting support in their efforts to eliminate the use of foam in the school department. More recently, the Waste Reduction Group – a coalition of City staff, school staff and community members focused on reducing lunch room waste – worked to find alternatives to foam trays as part of a larger sustainability effort that culminated in Superintendent Morse's announcement and the adoption of a formal sustainability policy by the Portland Board of Education.

Discussions in Portland about the merits of polystyrene foam have always included reference to the Town of Freeport's decision to ban foam food packaging in 1990. Freeport residents led by student activists expressed concern about the widespread use of this foam packaging. They argued that it was not recyclable in their recycling program and constituted a large portion of roadside litter. Ban advocates also indicated that they were concerned about the impact of polystyrene foam litter on the water quality of Casco Bay and about its impacts on wildlife. Opponents of the ban, including franchisees of fast food restaurants and polystyrene foam manufacturers, argued that the ban would not be effective at ending litter and that the town could develop a program to recycle polystyrene foam. After deliberation, the Freeport Town Council voted in July, 1989 to become the first town in Maine to ban the use of polystyrene foam packaging with the ban going into effect on January 1, 1990.

The Freeport ordinance states:

> *no retail food vendor shall serve or sell prepared food and no food packager shall package meat, eggs, bakery products or other food in polystyrene foam (PSF) containers.*

When it took effect, the ordinance required restaurants, coffee shops, take out services and supermarkets to find alternatives to foam when packaging food products. Store managers in Freeport have found suitable alternatives and the businesses who opposed the ban continue to operate successfully. The ban has also not prevented business expansion, as demonstrated by Shaw's Supermarkets decision to build a store in Freeport in 2003. While staff have had to make adjustments, the Freeport supermarket has been able safely package the food items packaged in the store without the use of polystyrene foam.

During their meeting on March 11, the Green Packaging Working Group heard from Freeport Town Engineer Albert Presgraves about Freeport's experience with the polystyrene foam ban. Mr. Presgraves confirmed that local retailers and restaurants have found alternative packaging materials that have successfully met their needs. He did not believe that the town had been forced to take any enforcement action to gain compliance with the ordinance. He felt that most Freeport residents continue to support the prohibition on foam packaging. This local support provides business owners with incentive to use non-foam packaging. It also promotes compliance with the ordinance as residents quickly inform any new business owners about the ordinance if they inadvertently serve food in foam containers.

The majority of the Green Packaging Working Group members feel that Freeport's experience provides a useful model for Portland. As a retail center, food service establishments including coffee shops, fast food restaurants, formal dining and supermarkets play an important role in that town's economy. Local residents as well as tourists attracted to the variety of shopping opportunities dine out regularly. The ban on polystyrene foam food package has not diminished the rich variety of dining choices available in Freeport. Food service establishments have adapted to the ban and are able to operate successfully with alternatives. Restaurants in Portland will be able to do the same.

While Freeport was the first municipality in Maine – and one the earliest in the country -- to prohibit polystyrene foam packaging, communities across the country have followed suit. In California alone, more than thirty five cities and counties have done so. This includes San Francisco, Oakland and San Jose. Seattle has banned foam packaging as has Portland, OR. On the east coast, Suffolk County, NY has adopted a ban. Brookline, MA residents passed a ban in 2012 during their annual town meeting and officials in Somerville, MA endorsed a ban in May, 2013. Mayor Bloomberg has proposed a ban in New York City. More than 100 cities across the country have adopted bans and proposals are currently in front of elected officials around the country.

As part of its work, the Green Packaging Working Group studied some of the ordinances passed in other communities in order to build on the foundation provided by the Freeport model. This exercise led to the inclusion of a number of amendments in the final draft. One of the most significant was explicitly prohibiting the use of polystyrene foam packaging by the City of Portland. The group recognizes that the City and Schools have each developed administrative policies regarding the use of foam, but feels that it is important for the City to lead by example on this issue. Another key addition gleaned from other examples was providing time for merchants to exhaust supplies of packaging they have already purchased. The Working Group regarded this to be an issue of fairness and wished to respond to members of the public who raised concerns about this issue.

The primary reason Freeport and dozens of other communities around the country have chosen to prohibit the use of polystyrene foam packaging is the impact on the environment from the use, disposal and management this material. The Green Packaging Working Group has identified several factors that cause it to recommend prohibiting the use of foam packaging:

- Litter – Take out containers constitute a significant portion of the litter found along Portland's streets and in our public spaces. Much of it is polystyrene foam containers, which won't

biodegrade. Over time, foam litter breaks into smaller and smaller pieces and ultimately is washed into catch basins and ultimately into Casco Bay. Banning polystyrene foam food containers will prevent this harmful material from entering the environment.

The Green Packaging Working Group recognizes that banning foam will not, by itself, eliminate litter in Portland. Doing so, however, augments measures recommended by the Solid Waste Task Force in 2011 and that are now being implemented by the City. These include widespread deployment of Big Belly trash compactors in public spaces. These containers have a large capacity and contain waste material so it cannot be strewn by scavengers. The deployment of recycling carts to replace the small, open top bins currently used by the City's recycling program will also reduce litter on our streets. This effort is slated to begin in FY14.

- **Impact on Casco Bay and other waterways** – Plastic marine debris is an enormous problem that reduces water quality and harms wildlife around the world. Polystyrene foam breaks down into smaller and smaller pieces as it degrades. Once it enters our waterways wildlife often mistake these pieces for food and consume them. As polystyrene foam cannot be digested, the animals that eat it eventually die from starvation. The City of Portland is spending millions of dollars to improve the water quality of Casco Bay and its urban streams. Reducing the amount of polystyrene entering the environment is consistent with this effort. Preventing pollution by eliminating a source is a prudent and cost effective approach. Opponents of a ban on polystyrene foam often argue that alternative products cost somewhat more than foam products. While that is true, this argument does not factor in damage to habitat, decreased water quality and costs for environmental clean-ups that stem, in part, from the use of foam packaging.

- **Lack of Recycling Options** – The recycling program offered by the City of Portland and ecomaine is very comprehensive and accepts a wide range of packaging materials made of paper and plastic. This includes paper cups, paper plates, plastic cups, plastic clamshells, cardboard boxes, foil and other metal containers. Polystyrene foam is one of the few commonly used packaging materials that are not recyclable in the local program. The Green Packaging Working Group recognizes that polystyrene foam packaging is technically recyclable but emphasizes that it is not practical or convenient to do so in our region and that few communities around the country offer such a program. Barriers to recycling foam include a lack of reliable markets for postconsumer foam, difficulty in handling foam at the recycling plant and challenging economics for transporting foam due to its low density. (A letter from Kevin Roche, Executive Director of ecomaine regarding these challenges is appended to this report.)

- **Availability and Use of Alternatives To Polystyrene Foam Packaging** – As demonstrated by the experience in Freeport and the adoption of paper serving trays by Portland Schools, alternatives to polystyrene foam packaging are readily available. A recent survey of eateries in Portland

conducted by Portland Public Services staff members bears this out. Of the businesses surveyed, 54% used cardboard and paper packaging to serve their food, 41% used polystyrene foam, 37% used compostable products, 29% used non-polystyrene plastic products and 25% use metal or foil packaging. (Many businesses used more than one type of packaging.) This indicates that many businesses have already begun moving away from foam packaging.

The widespread use (and overuse) of packaging in Portland and around the country is a significant waste of natural resources. Most packaging materials are used only once. A store clerk places a product in the packaging – often multiple layers of it – and gives it to a customer. Once the customer arrives at his or her destination, the packaging almost always ends up in the trash. Some of it might get recycled and a small portion of it might even get re-used in some way. A significant portion of it ends up as litter along the street or in a public space. All of the packaging eventually becomes part of the waste stream and must be managed. Even if the packaging eventually gets recycled or combusted for energy instead of being sent to a landfill or littering the outdoors, it constitutes a poor use of materials and energy used to produce it and transport it to the consumer. The Green Packaging Working group encourages people to take pro-active measures to minimize packaging waste. This includes using a reusable travel mug when getting coffee and requesting that restaurants and take out establishments use as little packaging as possible when preparing food to go.

Banning the sale of polystyrene packaging in Portland would eliminate a pernicious and environmentally damaging form of packaging from our local waste stream. Other forms of packaging pose waste management challenges of their own. The Green Packaging Working Group looks forward to continuing our work by examining ways to address the environmental and waste management challenges presented by the huge quantity of plastic bags distributed to consumers at grocery and retail establishments. We look forward to reporting our findings and recommendations to the City Council.

Order 223-11/12
Passage: 9-0 6/18/12

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

ORDER INSTRUCTING THE TRANSPORTATION, ENERGY AND SUSTAINABILITY COMMITTEE TO CONSIDER AN ORDINANCE OR RECOMMENDATION BANNING THE SALE OF NON-RECYCLABLE POLYSTYRENE FOAM (PSF) CONTAINERS

ORDERED, that the Transportation, Energy and Sustainability Committee shall consider an ordinance or recommendation to ban the sale of non-recyclable polystyrene foam (PSF) containers within the City of Portland and take subsequent action as the Committee deems appropriate.

ecomaine

Owner Communities
Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
Lyman
North Yarmouth
Ogunquit
Portland
Pownal
Scarborough
South Portland
Waterboro
Windham
Yarmouth

Associate Members
Baldwin
Hiram
Naples
Parsonsfield
Porter
Saco
Standish

Contract Members
Andover
Cornish
Eliot
Greenland, NH
Hampton, NH
Jay
Kittery
Limerick
Livermore Falls
Manchester
Monmouth
Newington, NH
North Haven
Old Orchard Beach
Poland
Readfield
Sanford
Stockton Springs
Wayne

June 4, 2013

Mr. Troy Moon
Solid Waste Manager
City of Portland
55 Portland Street
Portland, ME 04101

Dear Troy:

You inquired about what challenges we might be faced with by adding polystyrene foam to our single sort recycling program. I offer the following feedback regarding the challenges associated with recycling polystyrene foam:

- Shipping baled polystyrene foam material is very inefficient due to the weight and density. Baling and/or densification of the polystyrene foam could be a challenge and an added cost. You wouldn't want to ship this material very far to market.
- The marketability of recycling polystyrene foam materials is very limited. Markets would need to be identified and anticipated scrap revenues would need to be determined. Market specifications would also need to be researched to ensure that markets would be willing to accept some residue on the foam containers. There has been very little interest from potential buyers of polystyrene foam and this is a significant concern for the industry.
- We take plastic, metal and glass containers. There would need to be an extensive educational component with polystyrene foam to differentiate foam cups, foam peanuts, foam packaging, clamshells, etc.
- Unlike most of the other plastic, foam easily breaks apart and becomes difficult to manage when in tiny pieces. In comparison, most plastic containers stay intact even when squashed by a loader wheel.
- Sorting of small pieces of foam would be challenging in the MRF. In particular, foam peanuts and broken pieces of foam would go everywhere.
- Collection of polystyrene foam from the source is inefficient without significant compaction or densification.
- Additional equipment would be needed to process polystyrene foam.

This outlines our primary concerns with recycling polystyrene foam. Please feel free to contact me if you have any questions.

Sincerely,

Kevin H. Roche
General Manager

cc: John Morin

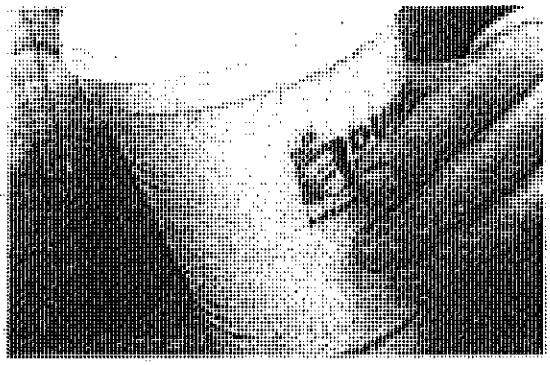
Portland Press Herald

Print Article

Our View: Portland right to cut foam food containers

A proposed city ordinance would address a serious public health and environmental threat.

Posted: March 12, 2013 12:01AM



The Associated Press Portland might prohibit the city's eateries from using polystyrene cups and containers.

They used to put lead in gasoline. People liked the way it made their cars run, but the damage all that lead in the environment did to people's health was not worth it.

Most of us grew up with mercury fever thermometers in the bathroom medicine cabinet.

But the cumulative effect of so many thermometers breaking and releasing mercury into the waste stream and water table created too big a threat to health and safety to be tolerated.

We are at a similar point in the history of single-use polystyrene packaging. The popular foam cups and burger boxes are made from petroleum. They contain styrene, which the National Institutes of Health lists as one of the substances that are "reasonably considered to be human carcinogens."

The containers are rarely recycled and end up in landfills, where they will remain virtually forever, or burned in incinerators, releasing toxins into the atmosphere.

There is an alternative. The city of Portland is considering an ordinance that would greatly reduce the use of polystyrene by banning foam cups and containers in the city's eateries. That is a reasonable response to a hazardous pollutant that seems safe only because it is so common.

A number of cities out west have recently banned these containers, but Portland doesn't have to look that far for a model.

The town of Freeport banned foam cups and fast-food containers in 1990. Some of the

biggest chain restaurants in the nation, along with small, local businesses, have managed to adapt. Businesses in Portland would be able to do the same, and so would consumers.

If more cities follow suit, there will be fewer foam products in the waste stream, reducing a health risk. And as the products disappear, the price for alternatives will decrease and consumers will forget they ever relied on the containers to keep their food and drinks warm.

We've been through this kind of thing before. People liked leaded gas and mercury thermometers, but the convenience wasn't worth the damage those products caused.

We would be better off with less foam, and Portland officials are right to start cutting its use here.

Minority Report in Opposition to Polystyrene Product Ban Proposed by the Green Packaging Working Group Task Force

The members of the Green Packaging Working Group Task Force who represent Maine businesses are strongly opposed to the proposed ordinance to ban polystyrene foam products developed by the Green Packaging Working Group Task Force. The following minority report outlines the basis for this opposition.

I. Executive Summary

The members of the Green Packaging Working Group Task Force who represent Maine businesses are strongly opposed to the proposed ordinance to ban polystyrene foam products developed by the Green Packaging Working Group Task Force for the following reasons:

- The Task Force did not properly account for the financial impact to businesses and consumers that would result from this proposed product ban;
- This proposed product ban will not address what appeared to be the primary concern of the majority of the Task Force – reducing litter;
- The process employed by the Task Force to develop this proposed product ban was flawed, resulting in an indefensible proposal to ban polystyrene products; and
- The Task Force and this draft ordinance misapprehend the nature of polystyrene foam and its impacts.

II. The Task Force Did Not Properly Account for the Financial Impacts of This Proposed Product Ban

Despite repeated requests by members of the Task Force who represent Maine businesses that the Task Force undertake an adequate analysis of the financial impacts of this proposed product ban, these requests were never heeded. The "economic analysis" employed by the Task Force involved telephone conversations with 24 managers at Portland restaurants and stores. There was also heavy reliance on the fact that the Town of Freeport passed a polystyrene product ban and "no business went out of business as a result of that ban." This is hardly the level of analysis that is needed for a proposed product ban that will have and economic impact on a large number of Portland businesses.

Because the Task Force refused to conduct the proper economic analysis, there is no concrete sense of the number of Portland businesses that would be affected by this proposed product ban. Moreover, there is no understanding of how these businesses would be affected and how these impacts would ultimately be felt by Portland consumers. Further, because the Task Force made very little effort to work with Portland's business community, business leaders did not have a sufficient avenue for their input into the Task Force process.

In the absence of adequate information, the City of Portland simply cannot act to ban polystyrene foam products and the business minority of the Task Force cannot support this proposed product ban.

III. The Proposed Product Ban Would Not Rednce Litter

Litter is a people problem, not a materials problem.

People litter. Those who would heedlessly toss a polystyrene cup on the ground would be just as likely to do the same with a plastic cup or a paper cup. Changing the form or composition of the container is not likely to change how people dispose of it.

As a result, eliminating polystyrene foodservice products (or any other product or material) would do little more than change the composition of waste that is generated and the litter that is found on our streets and waterways. Banning polystyrene food containers would not reduce the quantity of litter caused by the careless disposal of food containers generally.

In short, there is no environmentally acceptable form of litter. And focusing on one specific packaging type falls short of a comprehensive policy that is needed to address litter.

Unfortunately, too many initiatives to ban or severely limit the use of polystyrene foodservice products represent misguided attempts to deal with solid waste and litter issues, attempts that are usually destined to fail. Bans on specific products simply do not reduce solid waste or litter, for the key to reducing litter is changing human behavior, not changing the color or chemical composition of, say, a coffee cup.

Consider the history of this issue in California:

- In San Francisco, a litter study (subsequented audited) concluded that eliminating all food-related polystyrene would not reduce litter but would simply change the type of litter found. It showed, for example, that paper-cup litter of all kinds (hot, cold and other) increased from 1.82 percent of total litter in 2007 to 2.41 percent in 2008, while polystyrene cups decreased from 1.13 percent to 0.78 percent during the same period.

- The Santa Barbara City Council directed city staff to evaluate the merits of banning polystyrene foodservice products. Staff found that a ban on polystyrene would only be effective and have a net benefit to the environment if the foodservice ware was made from compostable material, and that any benefits could only be realized with a citywide organics collection and composting program – which the city does not have.

- In Carmel, a June 3, 2008 staff report found that since the inception of a 1989 ordinance banning polystyrene foodservice products, "the problem of food packaging waste litter has not improved."

One noted environmentalist, Jean-Michel Cousteau, the founder of the California-based Oceans Future Society and the son of famed ocean explorer, Jacques Cousteau, wrote in 2005 that:

California's beaches are a natural treasure and we need the public's help to protect them. But history teaches an important lesson: ***bans don't work*** *[emphasis added.] If a community bans Styrofoam and plastic carry-out containers, coffee cups, picnic ware and similar items, we know what will happen: individuals and businesses will switch to other disposable products, such as glass, aluminum, and wax-covered cardboard. The amount of litter will not change, only its composition. That's why bans are overly simplistic and don't get to the real cause of the problem . . ..*

Public education and stricter enforcement of existing litter laws, with appropriate penalties, would help remind both our fellow Californians and the thousands of visitors who come here each year that it is their personal responsibility and civic duty to keep California clean. Unfortunately, there will always be litterbugs among us. Bans have no effect at all on such people. Irresponsible human behavior cannot be addressed by eliminating products in society.

IV. The Process Employed by the Task Force Was Flawed

In July 2012, when the City Council was presented with a proposal to ban the use of polystyrene in food packaging applications, the Council's Transportation, Sustainability & Energy Committee created the Green Packaging Working Group Task Force and charged it with considering the merits of this proposal. At that committee meeting, there was extensive discussion regarding the composition of the Task Force as well as the Task Force's charge.

For months thereafter, the Task Force took no action on this issue; in fact, it did not meet for the first time until March 11, 2013. As soon as the Task Force commenced its work, the result – a polystyrene product ban – was inevitable and the Task Force raced to this result.

The process followed by this Task Force was flawed on numerous counts:

1. **The charge to the Task Force was flawed.** The purpose for creating a Task Force was to weigh evidence and determine whether municipal action was appropriate on this issue. At its first meeting, however, this body was instead charged with drafting an ordinance banning the use of polystyrene foam products, on the flawed assumption that circumstances warranted only this course of action.

2. **No process was created for weighing evidence regarding a proposed polystyrene ban.** The Task Force was so intent on crafting an ordinance to ban polystyrene products that it established no coherent process for discussing and weighing the merits of the proposal itself.

3. **The Task Force never defined its objectives.** In its haste, the Task Force drafted a proposed ordinance without first considering or stating what problem or problems it was attempting to solve. It is prudent to insist that this body first articulate what issue it is trying to address before imposing a solution.

4. **The Task Force did not consider the economic impacts of a product ban on the people and businesses of Portland.** As outlined above, in its rush to push through a polystyrene product ban, the Task Force did not conduct an analysis of the impact that such a ban would have on Portland businesses that use, ship or handle polystyrene products to determine the impacts of any limitations on the use of these products. It also did not hear testimony regarding the costs of such a policy to the many people of Portland who patronize these businesses.

5. **The Task Force Placed Unjustified Reliance on the Town of Freeport's Polystyrene Ban.** Throughout the Task Force's meetings, members repeatedly referenced the Town of Freeport's polystyrene product ban. The Task Force, however, refused to acknowledge that this ban was instituted years ago due to concerns regarding chlorofluorocarbons in polystyrene, an issue that is no longer of concern and irrelevant to the proceedings of the Task Force.

In short, the Green Packaging Working Group Task Force was a vehicle designed to get to one predetermined destination. This was not a deliberative body that examined and weighed all the relevant evidence associated with this issue. Rather, this was a hollow proceeding designed to arrive at an intended result.

V. The Task Force and This Draft Ordinance Misapprehend the Nature of Polystyrene and its Impacts

A. Polystyrene helps reduce food waste

A common misconception is that polystyrene products pose a major problem in municipal landfills. Rather, polystyrene helps solve a major problem in municipal landfills. According to the U.S. EPA and other credible sources, all polystyrene foodservice (foam and non-foam) cups and containers account for less than **1 percent** by weight and volume of the municipal solid waste stream. By contrast, the largest single contributor to total municipal waste is "organics" – i.e., food scraps and yard trimmings – which constitute **20 percent** of the solid waste stream.

Polystyrene food service products have been used safely for more than a half of a century in food contact applications. The reason they have proven so popular for so long **is because they work.** Polystyrene is more effective at preventing food spoilage and contamination than other materials that have been used for this purpose. Another reason to prefer polystyrene over other materials for transporting food and drinks is that, unlike other substances, it does not impart foreign odors or tastes to the food it holds.

In short, polystyrene does not break, does not spill, and does not make food taste funny. In all these ways, it helps limit the amount of food that Americans waste or throw away, thus helping reduce the amount of organic wastes that are currently clogging our landfills.

While some may argue that organic waste breaks down in the environment faster than polystyrene, it is important to note that modern municipal landfills are not composting facilities. In fact, the trend in landfills today, enforced by strict state and federal regulations, is to foster anaerobic environments where nothing breaks down readily, so as to reduce odors, runoff and excessive methane emissions.

B. Polystyrene itself is "greener" than most people realize

Besides helping to reduce food waste, polystyrene has another important advantage over other food-packaging alternatives: it scores well in terms of its environmental footprint as measured over the total life span of the product.

To evaluate sustainability of a foodservice product, the total environmental impact of this product over its entire life span must be analyzed, through a process called Life Cycle Inventory (LCI). LCI measures all the various environmental impacts a product creates, both directly and indirectly, across all phases of the product's life cycle.. In this way LCI provides a cradle-to-grave picture of a product's environmental attributes, from raw material extraction and manufacturing to post-use recovery or disposal.

In a peer-reviewed February 2011 study, Franklin Associates, one of the most highly regarded LCI practitioners in North America, found that commonly used cups, plates and sandwich containers made of polystyrene foam use significantly less energy and water than comparable paper-based or corn-based (polylactic: PLA) alternatives, primarily due to polystyrene foam's much lower weight.

That 2011 study compared average-weight polystyrene foam, paperboard and PLA cups used for hot (16 ounce) and cold (32 ounce) drinks, 9-inch dinner plates and "clamshell" sandwich containers. Researchers modeled energy consumption, water use, solid waste (by weight and volume) and greenhouse gas emissions for each product resulting from production, transportation and disposal. Some key findings include:

- Energy use: the manufacturing of polystyrene foam products consumes significantly less energy than the alternatives—half as much as wax-coated paperboard cups and one-third as much as PLA clamshells.

- Water use: the manufacturing of polystyrene foam products likewise uses significantly less water than the alternatives—up to four times less than PLA clamshells.

- Solid waste: Polystyrene foam products create significantly less solid waste by weight than the alternatives—up to five times less than paperboard and PLA products. Comparisons by volume vary widely:

    - Polystyrene foam cups for hot drinks create less waste by volume than the alternatives – significantly less than paperboard cups with corrugated sleeves used for insulation.

- Polystyrene foam cnps for cold drinks create similar waste by volume as plastic coated paperboard cups and significantly less than wax coated paperboard and PLA cups.

- Heavy duty polystyrene foam plates produce more solid waste by volume than the alternatives, while lighter duty polystyrene foam plates create similar waste by volume as the paperboard counterparts.

- Polystyrene foam clamshells create slightly more waste by volume than paperboard clamshells and half the waste by volume of PLA clamshells.

- Greenhouse gases: Comparisons of greenhouse gas emissions vary widely depending on assumptions made about the degradation of paperboard products. Specifically, if paperboard products are prevented from degrading after disposal, they store carbon and generate *fewer* greenhouse gas emissions than polystyrene foam products; however, if paperboard products are allowed to degrade to the maximum extent, they instead would generate *more* greenhouse gas emissions than polystyrene foam products.

In general, the study's authors found that lower-weight products with similar functionality—such as polystyrene foam products composed of more than 90% air—generally produce smaller environmental burdens than heavier-weight alternatives. Because paperboard foodservice packaging products are generally heavier than foam products, in most cases they have environmental burdens that are higher than or comparable to corresponding polystyrene foam products.

For example, an average weight 16 oz. hot-beverage cup made of plastic-coated paper weighs almost three times as much as a comparable 16 oz. polystyrene foam cup. (Air comprises approximately 90 -95% of a foam cup or container, while paper comprises 89-95% of a typical plastic-lined paper cup.) Because of this high air content, polystyrene foam also affords exceptional insulation. This, combined with the fact that polystyrene foam cups are stronger than paper cups, discourages other wasteful practices such as "double-cupping" paper cups or requiring insulating cup sleeves.

Finally, it is sometimes argued that polystyrene is not recyclable – **that is not true.** As a thermoplastic, polystyrene can be completely recycled, and both foam and non-foam polystyrene products are technically very easy to recycle, if collected as apart of an integrated solid waste management strategy. Polystyrene manufacturers have cooperated with hundreds of communities in the U.S. and Canada to collect and recycle polystyrene, through curbside as well as drop-off recycling programs.

What limits polystyrene recycling today are the same factors that curtails food packaging recycling generally: contamination and transportation costs. To be effectively recycled, food containers should first be thoroughly cleaned, a responsibility that many municipalities are not yet ready to adopt. Also, the light weight of polystyrene products, especially foam, can make it uneconomical to ship polystyrene long distances for recycling.

As recycling techology advances, and as polystyrene recycling becomes more widespread, these issues will tend to become less daunting. In the meantime, the fact that most alternatives to polystyrene are made from multiple materials – paper cups, for example, are typically coated with polyethylene plastic or wax – often makes them harder to recycle than polystyrene alternatives.

C. Polystyrene is not toxic

A wave of confusion about the safety of polystyrene foam foodservice products has swept over the U.S., following the recent release of the "12th Report on Carcinogens" by the National Toxicology Program's (NTP), a division of the U.S. Department of Health and Human Services (HHS).

In that report, dated June 10, 2011, styrene was listed for the first time as "reasonably anticipated to be a human carcinogen." (Note the use here of the word "anticipated," rather than "proven.") No other government agency outside the United States has endorsed this supposition. In fact, agencies from the European Union, Canada, Japan and Hong Kong have all conducted similar studies on styrene and completely disagree with the NTP's conclusion. Even the NTP itself cautions that the fact that substances are listed in its own report "does not establish that such substances present a risk to persons in their daily lives."

But more importantly, polystyrene is <u>not</u> styrene (or vice versa).

Styrene is a clear, colorless **liquid** that occurs naturally in foods such as cinnamon, beer, steak, coffee beans, peanuts, strawberries, and wheat. Polystyrene is a **solid plastic** created through a chemical process in which styrene is polymerized. As the NTP itself explains, "Although styrene, a liquid, is used to make polystyrene, … we do not believe that people are at risk from using polystyrene products."

Since the release of the NTP study, news reports have made much of the fact that trace amounts of liquid styrene can in some circumstances leach into food contained in rigid polystyrene food containers or foam polystyrene cups. (*All* containers, by the way, have ingredients that leach into food.) One study showed that a foam cup, for example, could release 5 to 10 *parts per billion* of styrene into the food contained therein. But compare this amount with the styrene to be found in various foods themselves:

Food (with no packaging contact)	Range of styrene exposure (ppb)
Beef	5.3 – 6.4
Beer	10 - 200
Cinnamon	170 – 39,000
Coffee beans	1.6 – 6.4
Peanuts	1.2 - 2
Strawberry (one)	.37 – 3.1
Wheat	.4 - 2

In other words, if you ate 15 strawberries out of a polystyrene cup, you could ingest 5 to 10 times as much styrene from the strawberries themselves as from the cup. If you drink beer from the same cup, you could consume **up to 40 times** as much styrene from the beer itself as from the polystyrene cup holding it.

Even so, most of the styrene we ingest on a daily basis comes not from our food, but from the air we breathe. Studies indicate that between 90 and 99 percent of the styrene we take into our bodies comes from breathing polluted air, while only 1 to 10 percent comes from the food we eat.

Finally, to put these trace amounts of styrene into perspective, keep in mind that the U.S. Occupational Safety & Health Administration (OSHA) sets standards for the amount of chemical exposure it deems to be safe in the workplace. In the case of styrene (not polystyrene), OSHA recommends limiting styrene exposure to 50,000 parts per billion in an eight-hour period – the equivalent of eating approximately 30,000 strawberries or drinking 500 beers.

D. There is no emergency that justifies this hastily proposed product ban

The U.S. chemical industry is one of the nation's most pervasively regulated industries. If chemicals are not managed safely, they can have health and environmental consequences. But polystyrene and other plastics have been used safely for more than 50 years in food contact applications with no validated scientific evidence that they pose any human health concerns.

Polystyrene foodservice disposables meet stringent U.S. FDA standards for use in food-contact packaging. The U.S. FDA, which regulates plastics used in food contact applications, and the National Academy of Sciences and other federal authorities rely not on opinions but on the weight of validated scientific evidence when evaluating safety and efficacy. That evidence overwhelmingly supports the safe use of polystyrene in food contact applications.

Polystyrene is safe. Polystyrene is "green." If there were any scientific evidence to suggest that polystyrene was causing harm to Portland residents, we would support efforts to find a replacement. But there is no need, and no reason, for the City and its residents to suffer the costs and consequences of banning a substance that has no harmful effects.

And there is certainly no need, or cause, to rush this matter through the City Council.

VI. Conclusion

For the foregoing reasons, the members of the Green Packaging Working Group Task Force representing Maine business interests cannot support this ill-conceived polystyrene foam product ban.

DART CONTAINER CORPORATION
MASON, MICHIGAN 48854 • TELEPHONE (517) 676-3803

June 19, 2013

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Portland, ME 04101

Mr. Kevin Donoghue
Vice Chair, Transportation,
Sustainability and Environment
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Portland, ME 04101

Mr. John Anton
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Portland, ME 04101

Mr. Troy Moon (Staff Coordinator)
Transportation Sustainability and
Environment Committee
389 Congress St.
Portland, ME 04101

RE: Portland's Proposed Polystyrene Ban

Dear Sir/Madam:

Dart Container Corporation (Dart) respectfully submits to the official record its comments in regard to the proposed polystyrene ban also known as the Amendment to Portland City Code Chapter 12 Garbage, Wastes and Junk, Article V. Polystyrene sections 12-210 through 12-215 (Amendment).

Dart is a leading manufacturer of single-use foodservice containers which includes products made from polystyrene in both foamed and rigid form. We have been and continue to be actively engaged in educating the public on the environmental attributes of foam. Therefore, one can imagine how disappointed we were to learn that a community such as Portland would consider a ban on foam foodservice products.

The Amendment contains several "finding; purposes". One specifically states that "[d]isposable food service ware made from polystyrene foam constitutes a portion of the litter in Portland's streets, parks and public places that increases the City maintenance cost." This statement brings forth two items to address - litter and the waste stream.

Litter by definition is the improper disposal of products regardless of the material of the product. In other words, litter is the result of irresponsible human behavior. Second item is foam in the waste stream. The Amendment does not state the amount of foam in Portland's waste stream, but merely states "...foam constitutes a portion". Studies show that polystyrene plastic foodservice products comprise a very small portion of the waste stream. In fact, all polystyrene plastic products represent approximately one percent of all products generated, by weight, in municipal solid waste. Of this total, polystyrene foodservice packaging accounts for approximately 0.4 percent, by weight, of all polystyrene products generated. This category includes items such as cups, plates, bowls, trays, clamshells, meat trays, egg cartons, yogurt and cottage cheese containers, and cutlery. Also, polystyrene foodservice products comprise less than one percent (0.7%) of municipal solid waste disposed.[1]

Despite the small amount of foam being found in the waste stream, many cities incorrectly believe that if they ban foam their litter / waste issue will be resolved. Reality has provided this theory wrong. After a litter re-audit for the City of San Francisco, California, it was confirmed that eliminating all foam foodservice ware simply changed the type of litter found. In addition, in Carmel, California, the City staff confirmed in a June 3, 2008 staff report that since the inception of its 1989 ordinance to ban foam foodservice ware, "...the problem of food packaging waste litter has not improved".

Recycling is a better option than a ban. Foam is fully recyclable and Dart has been recycling foam for over 20 years. Dart has publically accessible foam collection centers at all of its U.S. facilities as well as at select international locations. We also have two off-site foam collection systems. First is CARE (Cups Are REcyclable) and the other is Recycla-Pak[2]. Apart from Dart, various US cities offer public foam drop-off locations and some even have curb side collection. The foam that is collected and recycled is turned into durable plastic goods such as picture frames and crown molding.

Misperceptions also exist regarding the safety of styrene. Styrene is naturally occurring. It's found in beef, beer, strawberries and cinnamon to name a few. The U.S. Food and Drug Administration (FDA) also allows for styrene to be used as a synthetic flavoring in food for human consumption[3]. But, most importantly, one must consider that styrene is a by-product of the combustion engine. Therefore, just by living in today's society the average human is inhaling styrene daily.

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[1] United States Environmental Protection Agency, *Municipal Solid Waste in the United States 2010 Facts and Figures*, November 2011, Table 3.

[2] Additional details for CARE: http://www.dart.biz/web/environ.nsf/pages/care.html and Recycl-Pak: http://www.dart.biz/web/environ.nsf/pages/recyc-pak.html.

[3] 21 CFR 172.515 - Food Additives Permitted for Direct Addition to Food for Human Consumption.

Continuing with the safety of styrene, the FDA regulates any material that is used in food contact applications. If foam were a health hazard, the FDA would have banned the use of this material for food contact. The reality is foam has been approved for use in food contact applications for more than 50 years.

The last two items, but definitely not the least important, are the Minority Report (Report) and the economic impact. The Report is a thoughtful document that explains why those representing Maine's businesses are opposed to the proposed ban. One area the Report discusses is the economic impact. At the manufacturing level, people earn their living manufacturing foam products. At a broader level, many small and large businesses, hospitals, schools, etc., choose foam products since they are not only sanitary, but also cost effective.

Thank you for your careful and thoughtful consideration of this important matter. Additional information on Dart, foam recycling, foam foodservice products and the environment can be found on our website http://www.dart.biz

Sincerely,

AnnMarie Treglia
Global Manager, Government Affairs
and the Environment
Dart Container Corporation

Maine Grocers Association

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June 18, 2013

Councilor David A. Marshall, Chair
Transportation, Sustainability and Energy Committee
City of Portland
55 Portland Street
Portland, Maine 04101

Dear Councilor Marshall and Committee Members,

I am providing testimony in opposition to the polystyrene product ban being proposed by the Green Packaging Working Group Task Force.

By way of introduction, I serve as the Executive Director, Maine Grocers Association and was invited to participate on the Task Force in July 2012. The Maine Grocers Association is a 78-year old business trade association representing main street businesses; independently owned and operated grocery stores, supermarkets, wholesalers and distributors, grocery product manufacturers and service companies. Our members have an excellent and proven track record when it comes to environmental stewardship and many of our retail stores are enrolled in our Environmental Leader Certification Program.

The MGA and their members often participate on working groups to tackle a wide range of issues and they were pleased to be selected to serve on the City's Green Packaging Working Group Task Force. However, I was discouraged from the outset as there seemed to be confusion as to our objective, and I felt troubled by the imbalanced composition of the Task Force. Frankly, the majority of the members seemed predisposed to prepare an ordinance to ban the sale and use of polystyrene products in the City of Portland. Wasn't it your intention to bring together a group of interested parties to evaluate the best methods of decreasing the use of these products? If I were an elected official, I wouldn't want to answer to the press when they reveal this process issue.

Nowhere in the record is there evidence to support an outright ban. If the Task Force had taken the time to fully examine the concerns associated with these products, their recommendation to you would surely have included an economic assessment of the financial impacts on the businesses and the customers they serve.

In addition, an area that certainly deserved greater attention is food safety which is our members' top priority and for more than 50 years, the U.S. Food and Drug Administration has approved the use of polystyrene for foodservice products. Polystyrene foodservice products offer a sanitary way to serve fresh food and to help prevent the spread of disease. In the grocery business, we use these products to package meats, cheeses, vegetables, eggs and other products, and our members offer a full line of polystyrene products for sale for home use. Food safety concerns were raised at the Task Force meeting, but there was almost no consideration of potential public health concerns.

Are there affordable alternatives? Polystyrene foodservice products generally are more economical – wholesale costs can be two, three, and four, up to five times less than their paper-based or reusable counterparts and therefore help our members keep costs down to their customers. More than ever, in these tight economic times, keeping costs low should be on everybody's minds. Further, customers who wish to purchase polystyrene products for their own use will be forced to shop at stores in neighboring communities which will negatively impact overall retail sales at our Portland stores.

Finally, the Task Force gave little consideration to potential recycling opportunities employed by other communities across the nation. What evidence will you use to justify an outright product ban? How will you address the legitimate concerns of the businesses and how will you quantify the increased costs associated with seeking alternative products? After all, a product ban is really akin to a tax.

Enacting a product ban is not an end in itself. What will the likely effects of the ban cause? What will the ban do with respect to the undesired behavior? What products will take their place? Will banning polystyrene made products end roadside litter? Or will you see the alternative products being littered? The answers to these questions could very well help shape the desired outcome so you really need to get these answers, either from staff here or after researching them.

I recently read an article about our society's desire to ban things as a means to change or influence a change in behavior. The author wrote, "The call for something to be "banned" should be the start of a mature and constructive political debate, and not the end of one."

So I ask you to consider your initial intentions and sit down as policy makers and do this work. If not, I suggest you kill the proposal now for lack of justification.

Thank you for your consideration of my testimony.

Sincerely,

Shelley F. Doak, Executive Director

RETAIL ASSOCIATION OF MAINE
Voice of Maine Retail
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Phone: 207.623.1149
www.retailmaine.org

June 19, 2013

David Marshall, Chair
Members of the Transportation, Sustainability and Energy Committee
City of Portland
City Hall
Portland, ME

RE: Testimony is OPPOSITION to the proposed Ban on the Sale of Polystyrene Foam Food Packaging in Portland

Dear Chairman Marshall and members of the Transportation, Sustainability and Energy Committee:

My name is Curtis Picard and I am the Executive Director of the Retail Association of Maine. I am a resident of Topsham. We were incorporated in 1933. We have over 400 members statewide representing retailers of all sizes and our members employ nearly 90,000 Mainers.

I am here to offer testimony in opposition to the proposed ban of Polystyrene Foam Food Packaging. We were part of the Green Packaging Working Group and endorse the minority report that has been presented to the Committee.

One of our biggest concerns is that the task force did not properly account for the economic impact to businesses and consumers as part of the proposed ban. A small telephone survey of 24 businesses was conducted by a city staffer who spoke with 24 managers regarding the containers they use for take out and "doggie bags". The survey was not comprehensive nor did the surveyor talk to some of the businesses that would be most impacted by the ban. However, it is important to note that 50% of the businesses said there would be an economic impact and only 10% said there would be no impact.

The City did not talk to some of the larger retail establishments that both sell products that contain polystyrene foam as well as package their own products on-site. The products that are sold include both goods that are pre-packaged in out of state facilities as well as goods that are packaged within Portland city limits. The chair of the Green Packaging Task Force stated that this large retailer doesn't do any on-site packaging and hence the ban would not have an impact. When we challenged him on that assertion, he stated that it was his personal observation of the retailer and never asked the retailer whether or not

they do any on-site packaging. In fact, this retailer does do on-site packaging and this proposed ban would pose an economic impact on their operation not only on the cost of replacing the packaging, but also having to change their operational systems. Simply, the task force did not adequately evaluate the economic impact of this proposal.

Additionally, the primary motivation for the work group and subsequent proposal was littering. We do not see how this ban will address a citywide littering issue. We think the deployment of larger trash receptacles as well as the replacement of the open top recycling bins that are currently used will provide a much great impact on litter than a ban on polystyrene foam.

The minority report clearly outlines many of our other concerns regarding the proposed ban. We would urge the committee to vote in opposition to the proposal.

I am happy to answer any questions you may have and I thank you for the opportunity to share our concerns.

Sincerely,

Curtis F. Picard

Curtis Picard, CAE
Executive Director

American Chemistry Council

Plastics Food Service Packaging Group

September 16, 2013

Mayor Michael F. Brennan
Portland City Council Members
389 Congress Street
Portland, Maine 04101

RE: **Green Packaging Work Group –Proposed Ordinance to Prohibit the Sale of Polystyrene Foam Food packaging – Endorse/Forward to City Council – ACC Comments – OPPOSE**

Dear Mayor Brennan and Council Members:

We are writing to express our concerns about a proposed bill (**Amendment to Portland City Code Chapter 12 Garbage, Waste and Junk – Article V. Polystyrene**) to ban and prohibit the use of expanded polystyrene (foam) food service products in the City of Portland. The members of our group, the Plastics Foodservice Packaging Group (PFPG) of the American Chemistry Council (ACC), represent the leading suppliers and manufacturers of plastics foodservice packaging products, including polystyrene food and beverage containers.

ACC supports litter education, prevention, waste minimization, and recycling as proven solutions to addressing litter, and supports programs that address these issues. The food safety benefits of polystyrene food service are undisputed. In the U.S. the Food & Drug Administration (FDA) has approved the use of polystyrene for foodservice – and health agencies at the state and federal level have confirmed the 50 year history of safe use of polystyrene foodservice.

What we support: We support the concept litter education and prevention, waste minimization and recycling, and supporting programs that address all litter and waste to help keep the City of Portland clean. Our industry has been a big supporter of these programs nationwide, and polystyrene foam foodservice is both an economical and overall sustainable choice for food establishments and consumers.

Why we oppose this ban:
Input from the Minority Report in Opposition to Polystyrene (Foam Foodservice) Product Ban proposed by the Green Packaging Working Group Task Force – The members of the Green Packaging Working Group Task Force who represent local Maine businesses and have been working in good faith with the City on the process of examining ways to reduce litter, increase recycling, and minimize waste – are strongly opposed to the proposed ordinance to ban polystyrene foam products developed by the Green Packaging Working Group Task Force. The minority report outlines a series of legitimate concerns – ranging from financial impacts of the proposed ban, misperceptions that the ban will reduce litter, misinformation and lack of understanding of the actual environmental/energy benefits of polystyrene foam foodservice versus its substitute products, misinformation about the public health and sanitation

benefits of polystyrene foam foodservice from agencies and key bodies, and concerns about the process used to weigh evidence regarding a proposed ban.

Selected Product Bans do not Reduce Litter - A ban on a specific product like polystyrene foam foodservice, which makes up a very small amount of the litter stream (according to a 2012 study, commonly used polystyrene foam foodservice products make up 1.5 percent of litter) will not reduce litter – since the substitute foodservice products would be littered as well. And trading one type of littered item for another simply changes the makeup of litter without reducing it. For example, when San Francisco placed restrictions on the use of certain plastic foodservice products, the city found that alternatives became more littered. Substituting one type of litter for another is not a smart strategy. What work are neighborhoods taking responsibility for trash and litter – like programs we've supported through KAB (Keep America Beautiful) affiliates and city competitions for neighborhood programs to keep litter and trash in its proper place.

Recovery and Recycling of PS: Polystyrene foodservice products are recovered and recycled in various ways in many communities, depending on the solid waste program.

- Portland residents should be able to have the opportunity to work with recyclers and groups like Eco Maine to explore recycling of polystyrene foam and other foodservice packaging before a ban on such a product is considered. There are markets for recycled polystyrene foam products – the recycled material can be made into a variety of new products, including picture frames, crown molding and nursery plant containers.

- PS Foodservice recycling more prevalent than paper foodservice recycling or composting, should Portland want to further explore curbside recycling - http://plasticfoodservicefacts.com/Pages/Access-to-Recycling-Expanded-Polystyrene-Food-Service-Items.pdf

Many Americans believe that paper cups and plates are widely recycled and that similar plastic foam products cannot be recycled. A new study finds both beliefs to be mistaken. The study looked at access to recycling of foodservice products to compare recycling opportunities for paper versus polystyrene foam. The study of the fifty largest US and California cities found that far more communities provide access to recycling of polystyrene foam foodservice products than paper foodservice products. For example, half the population of California's fifty largest cities has direct or indirect access to foam foodservice recycling. In contrast, only two percent of this population has direct or indirect access to paper foodservice recycling, meaning paper foodservice recycling in California is almost nonexistent. Of the population of the fifty largest US cities, sixteen percent has direct or indirect access to foam foodservice, while six percent can recycle paper foodservice. In addition, the study shows that access to composting of paper foodservice products also is low: only seven percent of the population of the fifty largest US cities. The study demonstrates that commonly held beliefs about the recyclability of foodservice products are not based on actual recycling activities.

ACCESS TO RECYCLING/COMPOSTING OF FOAM AND PAPER FOODSERVICE PRODUCTS

CA 50 Largest Cities	Percent of Population
Foam Collected for Recycling	50%
Paper Collected for Recycling	2%
Paper Collected for Composting	13%
US 50 Largest Cities	Percent of Population
Foam Collected for Recycling	16%

Paper Collected for Recycling	6%
Paper Collected for Composting	7%

Note: these population figures are solely for the fifty largest US cities and CA cities and cannot be extrapolated for the entire US or CA population.

Landfills, Biodegradation – All plastic foodservice products contribute approximately 1% of landfills' content by weight (paper contributes more than 30%). While popular culture has led many to believe that burying our nation's garbage in landfills is sort of like creating big compost heaps, modern landfills are specifically designed to minimize decomposition. The small amount of degradation that does occur in a landfill often generates methane, a much more potent greenhouse gas than CO_2.

Why PS Foam is used and Cost Implications of a Ban: Portland city residents and foodservice establishments use polystyrene foam foodservice products for a variety of reasons, including health, safety, packaging convenience, low cost, and demonstrated performance. Polystyrene foam foodservice products generally are more economical – wholesale costs can be two, three, and four; up to five times less than their paper-based or reusable counterparts (reusables require extra equipment, labor, water, electricity, detergent ...). There are costs to the City as well by going to more expensive alternatives, as well as implementing and enforcing a ban. An economic fiscal impact study is needed to determine the overall cost impact to businesses and the city of such a proposed ban.

Low Environmental Footprint compared to alternative foodservice products: Polystyrene foodservice packaging uses less energy and resources to manufacture than comparable paper-based products, leaving a lighter footprint. For example, a polystyrene foam cup requires about 50% less energy to produce – and creates significantly fewer greenhouse gas emissions – than a similar coated paper-based cup with its corrugated sleeve. A full life cycle assessment (LCA) peer reviewed study comparing polystyrene foam foodservice impacts with paper-based and corn-based alternatives can be found at: http://plasticfoodservicefacts.com/Life-Cycle-Inventory-Foodservice-Products

Polystyrene Foodservice Safety: For more than 50 years, the U.S. Food and Drug Administration have approved the use of polystyrene for foodservice products. Polystyrene foodservice products offer a sanitary way to serve fresh food and to help prevent the spread of disease at school, restaurants, hospitals ... even at home.

While some have raised questions about occupational exposures to styrene, the U.S. National Institutes of Environmental Health Sciences made clear that these don't apply to polystyrene, noting in June 2011: "Styrene should not be confused with polystyrene (Styrofoam). Although styrene, a liquid, is used to make polystyrene, which is a solid plastic, we do not believe that people are at risk from using polystyrene products."

The toxicologist who heads the National Toxicology Program was widely quoted in June 2011 news reports: "Let me put your mind at ease right away about Styrofoam" and noted that levels of styrene from polystyrene containers "are hundreds if not thousands of times lower than have occurred in the occupational setting ... In finished products, certainly styrene is not an issue." John Bucher, associate director of the National Toxicology Program, was quoted in Associated Press reports in August 2011: "The risks, in my estimation, from polystyrene are not very great," he said. "It's not worth being concerned about."

Sanitation – Studies at foodservice operations demonstrate that polystyrene foodservice packaging can

be more sanitary than reusable china or glassware that are dependent on proper washing. A 2012 sanitation study in Sacramento, CA, found that reusables had higher microbial levels than single use items. A 2007 study in Wisconsin found that unprotected tables and trays had 7 to 23 times higher bacterial counts than those with single-use placemats and tray covers. And a 2002 study in Las Vegas found that 18 percent of reusable items tested had higher than acceptable bacterial counts. Reusable cups, dishes, plates, utensils, place mats, table coverings and other products require copious amounts of water and energy to clean, time and time again. Polystyrene foodservice packaging conserves these important resources and allows our schools and hospitals to save the water, energy, detergents – and money and labor – required to sanitize reusables. And when dishwashers are down or malfunctioning, foodservice operators actually are required to use sanitary, single-use foodservice under code requirements in order to protect health and safety.

Recommendation:

To summarize, instead of banning a valuable product such as polystyrene foam foodservice ware, we urge the City of Portland to move in favor of common sense approaches such as recycling and anti-litter partnerships that already are proving successful. We also want to assure the public and Portland public health officials that these products are safe, and have been tested by US FDA and health agencies around the world.

We hope to be able to continue our work with Portland on constructive programs described above that can help tackle litter and waste disposal issues. Thank you for your consideration in this matter.

Sincerely,

Steve Rosario, Government Relations
American Chemistry Council
100 State Street
Albany, NY 12207
(tel: 518-432-7835; e-mail: steve_rosario@americanchemistry.com

and

Mike Levy, Senior Director
Plastics Foodservice Packaging Group (PFPG)
Life Cycle Issues, Plastics Division, ACC
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EPS Industry Alliance

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www.epsindustry.org

Innovative solutions for a sustainable future

September 10, 2013

Portland City Council
City Hall of Portland
389 Congress Street
Portland, ME 04101

Dear Council Members:

We are writing in regards to a recent amendment proposal to the Portland City Code, Chapter 12, Garbage, Wastes and Junk, Article V. Polystyrene. This amendment calls for a ban on expanded polystyrene (EPS) food service ware. The distinction between single-use and other EPS applications requires an in-depth understanding of its various uses and unique performance benefits. We are particularly concerned about the unclear language in section '2-212 Prohibitions' in regards to fresh (raw) fish and lobster packaging. We are asking the amendment be clarified to exempt EPS foam packaging coolers used for fresh seafood.

International regulatory measures require the food industry and food safety professionals to comply with strict temperature requirements. Fish, especially shellfish such as lobster, are packaged in EPS coolers to reduce biological degradation as required by the FDA. At every stage of the cold chain, there are continuous temperature stability risks to microbiologically sensitive foods like fresh fish and lobster. Any variation in temperature can destroy the safety and integrity of the product and lead to critical food safety and public health issues.

Expanded polystyrene foam is a highly valued material in the cold chain distribution of fresh seafood due to its exceptional insulating and hygienic properties. EPS coolers allow the seafood industry to bring their delicate products to market with optimum safety, freshness and quality. It is extremely important to note that product damage can result in millions of dollars in lost merchandise and can result in a far greater impact on the environment than any given packaging material.

Independent global studies and life cycle analysis confirm EPS foam packaging exhibits higher insulating properties than alternative substitutes, including commercial fiberboard products, and is comparable or favorable from an environmental standpoint. Its light weight reduces shipping costs while its insulating properties protect perishable seafood during transit, ensuring careful handling and fresh delivery for both open ocean and aquaculture seafood.

It is a common misperception that all paper-based packaging containers are recyclable. Laminated or foil faced corrugated packaging is not recyclable or compostable. In 2012 over 96 million tons of expanded polystyrene packaging was recycled in the U.S. The majority of EPS transport packaging contains recycled content material or is manufactured with recycled content raw material.

Over the past twenty years, the EPS industry has worked with numerous state legislators and local communities to create realistic and effective solutions to their waste management problems. Unfortunately, in most cases, the motivation to ban polystyrene foam packaging is based on a misguided and unwarranted reputation as an environmental bad actor. Upon closer review, we believe the City of Portland may agree that it is no more environmentally threatening than a majority - if not all - alternative materials, provides unparallel performance in critical applications and merits closer examination.

Sincerely,

EPS INDUSTRY ALLIANCE

Betsy Steiner
Executive Director

IFA Franchising

INTERNATIONAL FRANCHISE ASSOCIATION

September 12, 2013

Dear Members of the Portland City Council,

On behalf of the International Franchise Association (IFA), and the almost 4,000 franchise establishments, which generate more than 74,000 jobs in Maine, I am writing to urge you not to take the draconian step of banning the use of polystyrene in Portland.

The IFA prides itself in "building local businesses, one opportunity at a time." However, the polystyrene ban being contemplated by the Council puts at risk many of the Portland-based businesses, which are our members. While, franchising covers many different business sectors, restaurants and hotels would be particularly harmed by this ban.

Respectfully, the IFA does not believe that supporters of the polystyrene ban have taken into full ,ccount the damaging economic impact such an action would have on businesses operating in Portland as well as the effects on consumers. We would recommend the Council consider recycling and collection programs, which have been very successful in other communities, rather than an outright ban.

At the very least, the IFA asks that more time and study be taken before an action as severe as a total ban is implemented.

Sincerely,

Dean A. Heyl

Dean Heyl
Senior Director, State Government Relations, Public Policy & Tax Counsel
International Franchise Association
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Maine Grocers Association

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September 12, 2013

Mayor Michael F. Brennan
Portland City Council Members
City of Portland
55 Portland Street
Portland, Maine 04101

Dear Mayor Brennan and Council Members,

I am providing testimony in opposition to the polystyrene product ban being proposed by the Green Packaging Working Group Task Force.

I am the Executive Director, Maine Grocers Association and serve on the Green Packaging Work Group Task Force. The Maine Grocers Association is a 78-year old business trade association representing main street businesses; independently owned and operated grocery stores, supermarkets, wholesalers and distributors, grocery product manufacturers and service companies.

I have been discouraged from the outset as there seemed to be confusion as to our objective, and I remain troubled by the imbalanced composition of the Task Force. Frankly, the majority of the members seemed predisposed to prepare an ordinance to ban the sale and use of polystyrene products in the City of Portland. Wasn't it your intention to bring together a group of interested parties to evaluate the best methods of decreasing the use of these products?

The proposed ordinance would be costly to Portland grocery stores. Grocery stores must adhere to stringent food safety regulations thereby use a variety of U.S. Food and Drug Administration approved polystyrene foodservice products to serve fresh food that help prevent spoilage and the spread of disease. Portland grocery stores use these products to package meats, deli and vegetable products, line produce displays to keep fruits and vegetables from bruising, and they provide a variety of items at their take-out food stations. Are there affordable alternatives? Polystyrene foodservice products are more economical – wholesale costs are estimated to be 25% less than their paper-based or reusable counterparts and therefore help our members keep costs down to their customers. Would alternative packaging products require grocery stores to purchase new packaging equipment? Grocery stores offer for sale a full line of polystyrene picnic ware. It is perfectly reasonable to assume that consumers would purchase these items at stores outside of Portland. What would sales reductions cost Portland grocery stores?

Portland grocery stores would not likely absorb these additional expenses thereby they would pass them along to their customers. It is regrettable that these considerations were not given adequate attention through the Task Force process. More than ever, in these tight economic times, keeping costs low should be on everyone's minds.

If this proposed ordinance were to pass, Portland grocers and their customers would switch to other disposable products. What products would take their place? Would banning polystyrene made products end roadside litter? Or would you see the alternative products being littered? Would the amount of litter change?

What evidence would you use to justify an outright product ban? How would you address the legitimate concerns of the businesses and how would you quantify the increased costs associated with seeking alternative products? After all, a product ban is really akin to a tax.

Enacting a product ban is not an end in itself. What would the likely effects of the ban cause? What would the ban do with respect to the undesired behavior?

I recently read an article about our society's desire to ban things as a means to change or influence a change in behavior. The author wrote, "The call for something to be "banned" should be the start of a mature and constructive political debate, and not the end of one."

Nowhere in the record is there evidence to support an outright ban. Nor is enacting a product ban an end in itself. There remain too many unanswered questions and the answers to these questions could very well help shape the desired outcome.

So I urge you to vote against passage of this proposed ordinance and repurpose the Task Force to engage in a thoughtful, balanced discussion.

Thank you for your consideration of my testimony.

Sincerely,

Shelley F. Doak, Executive Director

Cumberland
FARMS

September 12, 2013

VIA ELECTRONIC MAIL TO:

The Mayor and City Council of Portland
c/o Mr. Troy Moon, thm@portlandmaine.gov

Re: Proposed Ban on Polystyrene Food Service Ware – In Opposition

Dear Mr. Mayor and Members of the City Council,

I write on behalf of Cumberland Farms Inc. to express serious concern with the proposed ban on polystyrene foam in Portland. As discussed in more detail below, we believe that such an outright ban is an extreme measure that would create negative environmental, economic, and customer service impacts. These undesirable outcomes are avoidable, which is why we urge you to reject the ban and to instead work in a collaborative manner with local stakeholders in addressing the proposal's underlying goals.

Cumberland Farms was founded by Vasilios and Aphrodite Haseotes in 1939, with little more than a cow and a dream. Today, we have convenience store locations across New England, including four stores in Portland with several dozen local employees. Although we have grown since our humble beginnings, we are still family owned, still family operated, and still dedicated to making every day easier for members of the communities we serve.

Part of that commitment means giving our customers the choices they want for the products they buy. For example, we offer two container options for our hot beverages: reusable mugs or single-use cups. To reduce waste, we encourage our customers to enjoy their drinks in reusable mugs when they can. However, to ensure convenience, we also provide single-use cups as a quick and free alternative in an on-the-go world. The single-use cups are made of polystyrene foam.

We sell more than 40 million cups of hot coffee annually – enough to fill eight Olympic swimming pools. In our Portland locations alone, more than 1,000 hot beverages are sold each day. With that volume, it should come as no surprise that Cumberland Farms has put considerable thought and research into how our customers enjoy each beverage. The decision to offer polystyrene foam was reached after careful examination of the facts, which often run counter to popular misconceptions.

CUMBERLAND FARMS INC.

801 Washington Street, Portland, ME 04103
512 Woodford Street, Portland, ME 04103
1136 Forest Avenue, Portland, ME 04103
49 Pine Street, Portland, ME 04102

www.cumberlandfarms.com

Compared with the alternative of disposable paper cups, foam provides a superior customer experience with a low environmental impact. Paper cups require more raw materials to manufacture, so they deplete more natural resources. They are heavier, so it takes more energy to deliver them to stores. They are more expensive, so they drive up costs for businesses and customers alike. They are worse at insulating, so they leave customers with hot hands and a lukewarm drink – unless a double cup or cardboard sleeve is used, further multiplying the amount of wasted material. In our view, all of these factors make foam the clear winner versus paper.

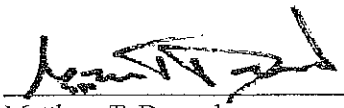
Contrary to common belief, foam may also beat paper when it comes to recycling. Too often, paper cups are not recycled because of the waxy plastic coating that helps them hold liquid. In contrast, it is entirely possible to recycle polystyrene foam, as other cities are doing across the country. We believe this is the correct approach, and we remain ready and willing to work with our supplier and with the city in that regard. Unfortunately, proponents of the ordinance have thus far not afforded appropriate consideration to anything less than the draconian solution of an outright ban.

Furthermore, when crafting that ban, several important provisions were written in a materially vague and ambiguous fashion. For example, it is unclear when and how often fines may be imposed: Does a "violation" take place on a daily basis? Weekly? Per sale? It is equally unclear when a recycling program would be considered sufficiently "city-wide," how such a program would be judged to be appropriately "effective," or what additional standards the city might impose before the program is acceptable to be "approved." These and other ambiguities create serious difficulties both for those ordered to comply with the ordinance, and for those charged with its enforcement.

Fortunately, a collaborative and inclusive solution to increase recycling, reduce litter, and maintain a business-friendly climate in Portland is well within reach. This proposed ban has brought together a diverse group of stakeholders intent on working together to find practical solutions. Yet actually adopting this ordinance would hinder any such effort without truly addressing the underlying issues – and would create new problems for local businesses and their customers. In light of the above, we remain hopeful that you will reject the ban on polystyrene and instead consider the other, better options that are available.

Respectfully submitted,

CUMBERLAND FARMS INC.

By: 

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Order 263-13/14
~~Tab 25~~ 6-16-14
Tab 26

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 14. LAND USE
ARTICLE III. Zoning,
DIVISION 10. B-2 and B-2b Community Business Zone,
Sections 14-182, 14-185, 14-186 and 14-188
Re: Multi-family density standards

I. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

That Chapter 14, Article III, Division 10, Sections 14-182, 14-185, 14-186 and 14-188 of the Portland City Code are hereby amended to read as follows:

DIVISION 10. B-2 and B-2b Community Business Zone

...

Sec. 14-182. Permitted uses.

The following uses are permitted in the B-2, B-2b and B-2c zones except that any use involving a drive-through is prohibited in these zones unless otherwise provided in section 14-183:

(a) *Residential*:

1. Attached single-family and two-family dwellings;

2. Multi-family dwellings ~~are permitted when the nearest residential zone is R-4, R-5, R-6 or R-7. Multi-family dwellings are permitted in any structure with commercial uses in the first floor regardless of the nearest residential zone~~;

3. Handicapped family units;

4. Combined living/working spaces including, but not limited to, artist residences with studio space;

and

(b) *Business*:

...

Sec. 14-185. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, ~~residential uses as permitted under sections 14-182(a) and (b) and newly constructed buildings with residential and non-residential uses~~ lots in the B-2, B-2b, and B-2c zones shall meet the following dimensional requirements:

Minimum Lot Size	None
Minimum Street Frontage	25 feet
Front Yard Setback Minimum	None
Rear Yard Setback Minimum	10 feet, except as provided for below: a. 5 feet for accessory structures
Side Yard Setback Minimum	None required, except as provided for below: a. 5 feet for accessory structures
Side Yard on Side Street Setback Minimum	None Required
Front Yard Maximum[1]	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable.[2]
Height maximum	45 feet except as provided for below: a. 50 feet if first floor is partially or wholly occupied by a commercial use. b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet. c. 65 feet within 65 feet of Franklin St.
Maximum Impervious Surface Ratio	a. For residential uses: None b. For all other permitted uses: 80% in B-2 and B-2c c. For all other permitted uses: 90% in B-2b
Minimum Lot Area per Dwelling Unit	a. Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below. b. On-peninsula locations (as per 14-47) and projects with active street frontages, as

[1] Building additions do not have to meet this section.
[2] If lot has less than 40 feet of frontage and is more than 100 feet deep then no maximum setback is required. If existing structures are within 20 feet of the street or meet the front yard maximum, and remainder of lot has less than 40 feet of frontage, then no maximum setback is required. Where setbacks exceed 10 feet, a continuous, attractive, and pedestrian-scaled edge treatment shall be constructed along the street, consisting of street trees spaced at no more than 15 feet on center, approved by City arborist, and a combinations of landscaping no less than 4 feet deep, ornamental brick or stone walls or ornamental fencing.

	defined in section 14-188, below: 435 square feet.

~~(a) *Residential uses:*~~

~~1. *Minimum lot size:* None.~~

~~2. *Minimum street frontage:* None.~~

~~3. *Minimum yard dimensions:*~~

~~a. *Front yard:* None.~~

~~b. *Rear yard:* Ten (10) feet, except where the lot abuts a residential zone, where twenty (20) feet is required.~~

~~i. Accessory structures: Five (5) feet.~~

~~ii. In cases where the height of a new building exceeds forty-five (45) feet adjacent to a residential zone, the portion of the building exceeding forty-five (45) feet shall have a minimum stepback of fifteen (15) feet or an additional minimum setback of fifteen (15) feet.~~

~~c. *Side yard:* Five (5) feet, except where the lot abuts a residential zone, where ten (10) feet is required.~~

~~i. Accessory structures: Five (5) feet.~~

~~ii. In cases where the height of a new building exceeds forty-five (45) feet adjacent to a residential zone, the portion of the building exceeding forty-five (45) feet shall have a minimum stepback of fifteen (15) feet~~

~~or an additional setback of fifteen (15) feet; provided however that this provision does not apply to buildings located within sixty-five (65) feet of Franklin Street.~~

~~d. *Side yard or rear yard on a street:* None.~~

~~e. *Maximum front yard:* In the B-2, B-2b and B-2c zones; as provided for in section 14-185(b)(3)(a), except that the maximum front yard setback need not apply in the case of a development meeting one (1) or more of the following standards:~~

~~i. The lot has less than forty (40) feet of continuous frontage and the lot has a depth of more than one hundred (100) feet from the nearest street; or~~

~~ii. The structures on the lot meet the maximum front yard or are within twenty (20) feet of the street and the remainder of the lot has less than forty (40) feet of continuous street frontage.~~

~~f. *Pavement setback:* For lots adjacent to a residential zone, pavement shall be set back a minimum of ten (10) feet from the side and rear property lines adjacent to the residential zone.~~

~~4. *Maximum impervious surface ratio:* 90%.~~

~~5. *Maximum residential density:*~~

~~a. *On-peninsula locations, as defined in section 14-47:* Four hundred and thirty-five (435) square feet of land area per dwelling unit.~~

~~b. *Off-peninsula locations, as defined in section 14-47:*~~

~~i. Residential density requirements of the~~

nearest adjacent residential zone shall apply except for multi-family dwellings above the first floor of commercial uses as provided in (ii) below.

ii. *Multi-family dwellings above first floor commercial uses:* One thousand (1,000) square feet of land area per dwelling unit is required.

6. *Maximum structure height:*

a. *B-2 and B-2c zones:* Forty-five (45) feet.

b. *B-2b zone:* Forty-five (45) feet, except in the case of a building with a commercial first floor and residential upper floors, where fifty (50) feet is allowed, and except for the portion of a building located within sixty-five (65) feet of Franklin Street, where sixty-five (65) feet is allowed.

(b) *Business and other non-residential uses:*

1. *Minimum lot size:*

a. *Intermediate, long-term and extended care facilities:* Ten thousand (10,000) square feet.

b. *Other non-residential uses where permitted:*

i. *B-2 zone:* Ten thousand (10,000) square feet.

ii. *B-2b zone:* None.

iii. *B-2c zone:* Ten thousand (10,000) square feet.

c. Where multiple uses are on one (1) lot, the highest applicable minimum lot size must be met.

2. *Minimum street frontage:* Fifty (50) feet.

3. *Yard dimensions:* (Yard dimensions include

~~setbacks of structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum or maximum yard of another structure.)~~

~~Except as provided in subsection (5) below, the following setbacks are required:~~

~~a. *Front yard:*~~

~~i. *Minimum front yard in B-2, B-2b and B-2c zones:* None.~~

~~ii. *Maximum front yard in the B-2 and B-2c zones:* The maximum front yard setback shall not exceed the average depth of the front yard of the closet developed lots on either side of the lot in question unless the planning board or planning authority approves a modified setback pursuant to section 14-526(a)(27)(j). For purposes of this section a developed lot means a lot on which a principal structure has been erected.~~

~~iii. *Maximum front yard in B-2b zone (on-peninsula):* The maximum front yard setback shall either be: (1) ten feet; or (2) in cases where the average depth of the front yard of the nearest developed lots on either side of the lot in question is less than ten (10) feet, the front yard setback of the lot in question shall not exceed such average depth. A "developed lot" means a lot on which a principal structure has been erected.~~

~~In the B-2b zone the front yard shall be the yard adjoining the major street as determined by the highest traffic volume.~~

~~iv. *Maximum front yard in B-2b zone (off-peninsula):* None, except that the front yard setback shall not exceed the~~

~~average depth of the front yards of the closes t developed lots on either side of the lot. A developed lot means a lot on which a principal structure has been erected. In the B-2b zone the front yard shall be the yard adjoining the major street as determined by the highest traffic volume.~~

~~Where the front yard setback exceeds ten (10) feet, however, a continuous, attractive, and pedestrian scaled edge treatment shall be constructed along the street(s) consisting of street trees spaced at not more than fifteen (15) feet on center, (which otherwise meet the requirements of city arborist) and a combination of the following:~~

~~i. Landscaping of no less than four (4) feet in depth; and~~

~~ii. Ornamental brick or stone walls; and/or~~

~~iii. Ornamental fencing.~~

~~The site shall otherwise meet the requirements of article V (Site Plan).~~

~~b. *Rear yard*:~~

~~i. *Principal structures*: Ten (10) feet. Where a rear yard abuts a residence zone or first floor residential use, twenty (20) feet is required.~~

~~ii. *Accessory structures*: Five (5) feet.~~

~~c. *Side yard*:~~

~~i. Principal and accessory structures: None, except that where a side yard abuts a residential zone or a first floor residential use, ten (10) feet is equired.~~

~~ii. *Accessory structures*: Five (5) feet.~~

~~iii. *Side yards on side streets (corner lot):* In the B-2 and B-2c zone, a minimum of ten (10) feet. In the B-2b zone, a maximum of ten (10) feet except that for any newly constructed building on a lot abutting two (2) or more streets, the maximum side yard shall apply to one street or to the side street that forms a corner with a major street as provided for in the maximum front yard provisions of this section.~~

~~(4) *Minimum lot width:* None.~~

~~(5) *Maximum structure height:*~~

~~a. *B-2 and B-2c zones:* Forty-five (45) feet, except that on lots in excess of five (5) acres, sixty-five (65) feet is permitted; provided each of the minimum setbacks required under subsection (3) above are increased by one (1) foot in distance for each foot of height above forty-five (45) feet.~~

~~b. *B-2b zone:* Fifty (50) feet.~~

~~(6) *Maximum impervious surface ratio:* Eighty (80) percent in the B-2 and B-2c; Ninety (90%) percent in the B-2b.~~

~~(c) *Building additions:* Building additions for residential and non-residential uses are not required to meet the maximum front yard setback for the maximum side yard on side street setback contained in this section.~~

Sec. 14-186. Other requirements.

All nonresidential uses in the B-2 and B-2b zone shall meet the requirements of division 25 (space and bulk regulations and exceptions) of this article in addition to the following requirements:

(a) *Landscaping and screening:* The site shall be suitably landscaped for parking, surrounding uses and accessory site elements, including storage and solid waste

receptacles where required by article IV (subdivisions) and article V (site plan).

(b) *Curbs and sidewalks*: Curbs and sidewalks as specified in article VI of chapter 25.

(c) *Off-street parking and loading:* Off-street parking and loading are required by division 20 and division 21 of this article;

(d) *Front yard parking*:

~~1. B-2 and B-2c zone:~~ There shall be no off-street parking in the front yard between the street line and the required minimum setback line in the B-2, B-2b and B-2c. Where existing buildings exceed the minimum front yard setback, a maximum of ten (10) percent of the total parking provided on the site may be located between the principal structure and the street.

~~2. B-2b zone (On-peninsula): There shall be no parking in the front yard between the street line and the required maximum setback line in the B-2b. Where existing buildings exceed the maximum front yard setback, a maximum of ten (10) percent of the total parking provided on the site may be located between the principal structure and the street.~~

~~3. B-2b zone (Off-peninsula): Parking in the front yard between the street line and the required maximum setback line in the B-2b is discouraged. However, where parking in the front yard is permitted pursuant to §14-185I(1)I, a maximum of fifty percent (50%) of the total parking on the site may be located between the principal structure and the street.~~

(e) *Signs*: Signs shall be subject to the provisions of division 22 of this article.

(f) *Exterior storage*: There shall be no exterior storage with the exception of fully enclosed containers or receptacles for solid waste disposal. Such containers or receptacles shall be shown on the approved site plan. Vehicles or truck trailers with or without

wheels shall not be used for on-site storage (1) except where such storage is located in a designated loading zone identified on an approved site plan; or (2) such storage is not visible from the street or adjacent residences during winter months and such storage area is identified on an approved site plan. Truck load sales shall not be considered outside storage provided that such activity does not extend beyond three (3) consecutive days nor occurs more frequently than three (3) times a calendar year.

(g) *Storage of vehicles*: Storage of vehicles is subject to the provisions of section 14-335.

(h) *Shoreland and flood plain management regulations*: If the lot is located in a shoreland zone or in a flood hazard zone, then the requirements of division 26 and/or division 26.5 apply.

...

Sec. 14-188. Active street frontages

A building will be determined to have an active street frontage upon meeting the following guidelines to the greatest extent practicable as determined by the Planning Board or Planning Authority: the primary building façade shall be within ten feet of the front street line; there shall be no parking on the lot within 35 feet of the front street line; no more than 25% of the first floor primary façade shall consist of access to garages, unutilized space, service entrances, storage or mechanicals, and the remaining minimum 75% shall have an average depth of a minimum of 20 feet for residential or commercial uses; all primary ground floor entries to multi-family buildings must orient to street, not to interior blocks or parking lots.

Sec. 14-1898 - Sec. 14-195. Reserved.

City of Portland, Maine
City Council Agenda Request Form

TO: City Council

FROM: Alexander Jaegerman, Planning Division Director

DATE: May 12, 2014

DISTRIBUTION: Mark Rees, City Manager; Mayor Brennan; Danielle West-Chuhta, Corporation Counsel, Sonia Bean, Senior Administrative Assistant; Nancy English

SUBJECT: Order - Ordinance Amendment

SPONSOR: Stuart O'Brien, Chair, Portland Planning Board

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: June 2, 2014 Final action: June 16, 2014

Can action be taken at a later date: __X_ YES NO If not, why not:_____.

PRESENTATION: Alexander Jaegerman, 3 minutes.

I. SUMMARY OF ISSUE

The Planning Board is unanimously recommending zoning text amendments to the City Council for adoption. The amendments include listing the required dimensional standards in a table, streamlining dimensional standards, permitting a higher residential density for off-peninsula locations with active street fronts, allowing multi-family dwellings as a permitted use regardless of the adjoining residential zone, and stronger prohibitions on parking in front yard setbacks,.

II. REASON FOR SUBMISSION

The proposed text amendments aim to foster a viable multi-family density standard in the B-2 zone, by removing the requirement that the ground floor use of a building be commercial in order to qualify for this higher density (a change the current 1,000 square feet per unit requirement to 435 square feet per unit), while adding some additional criteria to insure a lively, engaging presence of the building at street level. In addition, stronger language was proposed to prohibit parking within the front yard. There are changes proposed to the setback requirements to streamline and simplify setbacks by zone, and the dimensional standards are now in a table format.

III. INTENDED RESULT

The intended result of these amendments is to incentivize increased development of multi-family housing in the B-2 zone that simultaneously contributes to an active streetscape. The formatting changes and streamlining the differing dimensional standards that are included with these amendments are intended as steps toward creating a clearer and more accessible ordinance overall. Please see the attached full report to the City Council for further discussion of the changes.

IV. COUNCIL GOAL ADDRESSED

The changes are designed to meet the Council's goal to Promote Housing Availability. One of the stated housing objectives in the 2014 Council Common Goals and Objectives is for the Planning & Urban Development Department to rewrite portions of the zoning ordinance, including the B-2 portion, to allow for greater housing opportunities.

V. FINANCIAL IMPACT

There are no known municipal financial impacts associated with this amendment.

VI. PLANNING BOARD RECOMMENDATION

On April 22, 2014, the Planning Board voted (5-0, Hall and Soley absent), that the proposed text amendments to the Land Use Code, Div. 10. B-2 and B-2b Community Business Zone, § 14- 181—14-195 are in conformance with the City of Portland Comprehensive Plan and recommends their adoption to the City Council.

The Planning Board recommends adoption of these text amendments, as the proposed amendments further the 2014 Council Common Goals, and are consistent with Comprehensive Plan goals, specifically items in Portland's Comprehensive Plan, Volume 1; Housing: Sustaining Portland's Future ; and Transforming Forest Avenue, and the Purpose Statements for the B-2 zone.

VII. Attachments:

City Council Report

PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

REVISIONS TO B-2, B-2B, AND B-2C ZONING TEXT CITY OF PORTLAND, APPLICANT

Submitted to: Portland City Council Submitted by: Portland Planning Board	Prepared by: Christine Grimando, Senior Planner Date: May 23, 2014

I. INTRODUCTION

Enclosed are proposed text amendments to the B-2, B-2b and B-2c zones. Previous iterations of the changes were reviewed by the Council's Housing and Community Development Committee, as well as at the April 8, 2014 Planning Board workshop, and April 22, 2014 Planning Board public hearing. Two members of the public spoke in unqualified support for the amendments at the Planning Board public hearing. The Board voted (5-0, Hall and Soley absent), to recommend the adoption of the proposed text amendments, the full text of which are attached for your review.

The changes are designed to meet the Council's goal to Promote Housing Availability. One of the stated housing objectives in the 2014 Council Common Goals and Objectives is for the Planning & Urban Development Department to rewrite portions of the zoning ordinance, including the B-2 portion, to allow for greater housing opportunities.

The B-2b zone and amendments to the B-2 zones over the past few years were intended to support greater density and incentives for housing along commercial corridors; however, the revisions did not result in more housing. The proposed text amendments aim to foster a viable multi-family density standard in the B-2 zones. These include a proposal to lower the current 1,000 square feet of land use per unit requirement to 435 square feet per unit, removing the requirement that the ground floor use of a building in the zone be commercial in order to qualify for this higher density, while adding some additional criteria to insure a lively, engaging street level presence, whether the ground floor is occupied by a residential or non-residential use. In addition, stronger language is proposed to prohibit parking within the front yard. There are changes proposed to the setback requirements to streamline and simplify setbacks by zone, and the dimensional standards are now in a table format.

A public hearing was advertised on April 14th and 15th, notices were sent to the interested citizens list and posted on the city's web page in advance of the Planning Board public hearing. Notices will be sent for the City Council public hearing.

II. B-2, B-2b, B-2c COMMUNITY BUSINESS ZONE: TEXT AMENDMENTS

The proposed amendments to Division 10 B-2 and B-2b Community Business Zone are summarized below. The complete text with proposed changes is included as Attachment 1.

A. Permitted Uses. Multi-family is currently a permitted residential use when located near particular residential zones or when in a mixed-use building. As proposed multi-family is allowed in each of the B-2 zones without qualification:

Sec. 14 182. Permitted uses.

...

(a) Residential:

2. Multi-family dwellings ~~are permitted when the nearest residential zone is R-4, R-5, R-6 or R-7. Multi-family dwellings are permitted in any structure with commercial uses in the first floor regardless of the nearest residential zone~~;

B. Dimensional Standards. The dimensional standards have been both substantively amended and reformatted into a table. Below is a comparison table of existing and proposed dimensional standards:

	EXISTING		PROPOSED
	B-2 Entirely Residential	*B-2 Not Entirely Residential*	*B-2*
Minimum Lot Size	None	None in B-2b 10,000 sf. in B-2 and B-2c 10,000 sf. for intermediate, long term, or extended care facilities	None
Min. Frontage	None	50 feet	25 feet
Front Yard Setback Min.	None	None	None
Rear Yard Setback Min.	10 feet, except as provided for below:	10 feet, except as provided for below:	10 feet, except as provided for below:
	20 feet when abutting residential zone	20 feet when abutting residential zone or residential use	
	5 feet for accessory structures	5 feet for accessory structures	5 feet for accessory structures
	15 feet for portions of buildings over 45 feet in height		
Side Yard Setback Min.	5 feet, except as provided for below:	None, except as provided for below:	None required, except as provided for below:
	10 feet when abutting residential zone	10 feet when abutting a residential zone or first floor residential use	
	5 feet for accessory structures	5 feet for accessory structures	5 feet for accessory structures
	15 feet for portions of buildings over 45 feet in height		
Side Yard on Side Street	None	10 feet minimum on side yards along side streets	None required.
		10 feet maximum in B-2b zone except for newly constructed building on lot abutting 2 or more streets, for which one street front shall conform to the maximum front yard	
Front Yard Maximum [1]	Average depth of abutting developed lots on each side or as set by Planning Board [2]	Average depth of abutting developed lots on each side or as set by Planning Board [2]	No more than 10 feet, except that the Planning Board or Planning Authority may approve a modified front yard setback for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. [2]
	No more than 10 feet in B-2b on peninsula	No more than 10 feet in B-2b on peninsula	
Height Maximum	45 feet in B-2 and B-2c	45 feet in B-2 and B-2c zones	45 feet except as provided for below:
		50 feet in B-2b	50 feet if first floor is partially or wholly occupied by a commercial use.
		65 feet in B-2 and B-2c zones on lots >5 acres, provided that all setbacks increase by 1 foot for each foot of height over 45	65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet.
	65 feet within 65 feet of Franklin St.	65 feet within 65 feet of Franklin St.	65 feet within 65 feet of Franklin St.
Maximum Impervious Surface Ratio	None		For residential uses: None
		80% in B-2 and B-2c	For all other permitted uses: 80% in B-2 and B-2c
		90% in B-2b	For all other permitted uses: 90% in B-2b
Min. Lot Area per Dwelling Unit	Residential density requirements of the nearest adjacent residential zone.	*Multi-family dwellings above first floor commercial uses:* One thousand (1,000) square feet of land area per dwelling unit is required.	Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.
	On-peninsula locations, as defined in section 14-47: 435 square feet	On-peninsula locations, as defined in section 14-47: 435 square feet	On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.
Pavement Setback	10 feet from side or rear yard lines abutting residential zones	None	*Removed altogether*

[1] Building additions do not have to meet this section.

[2] If lot has less than 40 feet of frontage and is more than 100 feet deep then no maximum setback is required. If existing structures are within 20 feet of the street or meet the front yard maximum, and remainder of lot has less than 40 feet of frontage, then no maximum setback is required. Where setbacks exceed 10 feet, a continuous, attractive, and pedestrian-scaled edge treatment shall be constructed along the street, consisting of street trees spaced at no more than 15 feet on center, approved by City arborist, and a combinations of landscaping no less than 4 feet deep, ornamental brick or stone walls or ornamental fencing.

C. Parking. Sec. 14-186, (d) has been amended to prohibit parking in the front yard between the street line and the required minimum setback line in B-2, B-2b, and B-2c, except where there are existing buildings that exceed the front yard setback in which case a maximum of 10% of the total on-site parking can be in the front yard setback.

D. Active Street Frontages. Lastly, a new section, 14-188. Active street frontages, has been added. Both the stronger prohibition than existing on parking in the front yard setback, and the addition of active street frontage standards are aimed at creating conditions that will foster a safe and lively street presence, guided by the idea that these are greater predictors of vibrant street life than mandating ground floor commercial uses. The Active street frontage standard offers criteria for the primary building façade for qualifying as an active street frontage, and by extension, the greater density allowance: *A building will be determined to have an active street frontage upon meeting the following guidelines to the greatest extent practicable as determined by the Planning Board or Planning Authority: the primary building façade shall be within ten feet of the front street line; there shall be no parking on the lot within 35 feet of the front street line; no more than 25% of the first floor primary façade shall consist of access to garages, unutilized space, service entrances, storage or mechanicals, and the remaining minimum 75% shall have an average depth of a minimum of 20 feet for residential or commercial uses; all primary ground floor entries to multi-family buildings must orient to street, not to interior blocks or parking lots.*

III. Purpose Statement for B-2

The purpose statement for B-2, B-2b, and B-2c is provided below. The full text of the existing purpose statement is included in Attachment 1. Excerpts of some areas of B-2 zones from the Portland Zoning Map are included below the Purpose Statement summary for illustration. The entire Zoning map is included for reference as Attachment 2.

B-2 Land Use Policy. The purpose of the B-2 community business zone is intended to provide a broad range of goods and services, a mixture of large and small businesses as well as appropriate locations for the development of community centers offering a mix of commercial uses and services serving the adjoining neighborhoods and the larger community. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns, and be accessible by automobile, pedestrian, and bicycle. B-2 and B-2b are to provide locations for high to moderate density housing in urban neighborhoods along arterials.

The B-2 zone is found along arterials, where it is often a linear strip that abuts adjoining residential neighborhoods and zones. The B-2 zone is also the zone that encompasses areas developed as shopping centers.

Examples of B-2 zones include districts along Washington Avenue (former Andover College; Northport/Northgate area); Forest Avenue (Woodfords Corner to Morrills Corner); Brighton Avenue (Pine Tree Shopping Center area); St. John Street/Libbytown area and Congress Street (Westgate area).

B-2b Land Use Policy. The purpose of the B-2b community business zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists on-peninsula or in areas where a neighborhood compatible commercial district is

established off-peninsula and each area exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood oriented building pattern.

The B-2b zone was developed in the late 1990s to support a more compact urban form for business districts on the peninsula as well as certain off-peninsula commercial corridors.

Examples of B-2b districts include Forest Avenue (I-295 to Woodfords Corner); Forest Avenue area (on-peninsula): Washington Avenue (on-peninsula); Congress Street (Longfellow Square to Bramhall area); Portland Street/Forest Avenue area and India Street area.

B-2c Land Use Policy. The B-2c zone is distinguished from the B-2 zone by an emphasis on protecting adjoining residential neighborhoods from the impacts of businesses that serve liquor and other uses incompatible from adjoining residential areas due to noise.

B-2c district includes the western side of Forest Ave. from Saunders St. (just north of Woodford's Corner) to the southern edge of Baxter Woods.

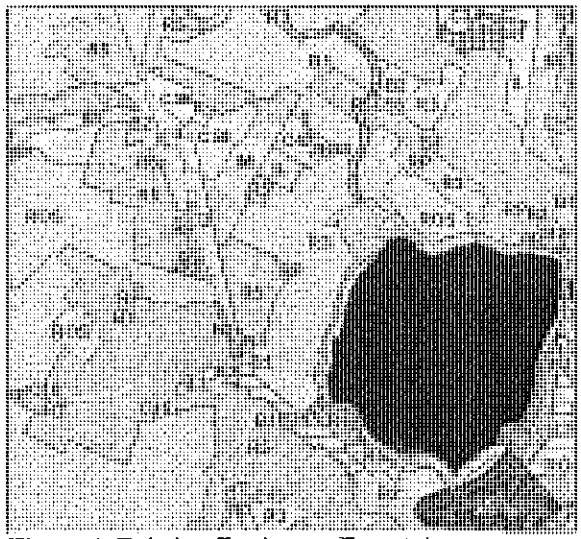


Figure 1, Existing Zoning on Forest Avenue

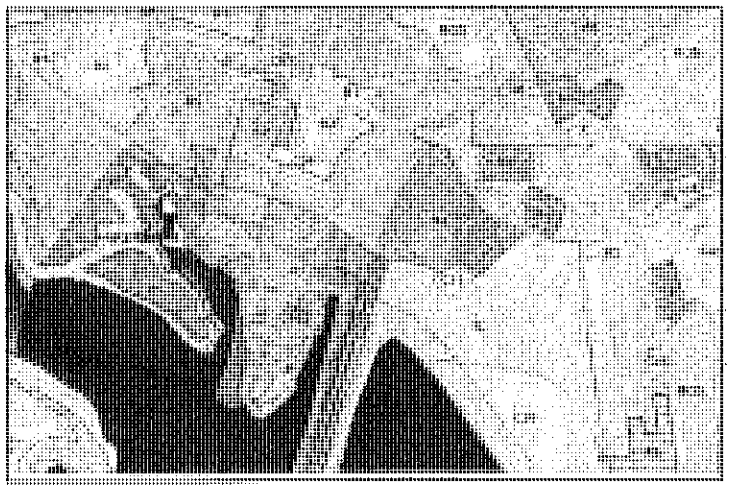


Figure 2, St. John Street/Libbytown area and Congress Street

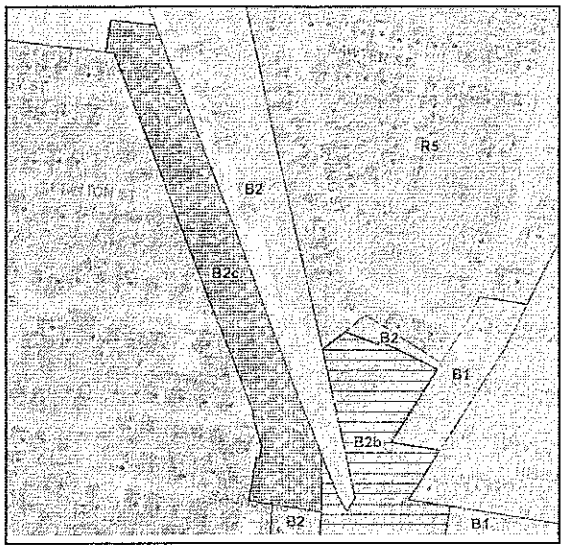


Figure 3, B-2c detail

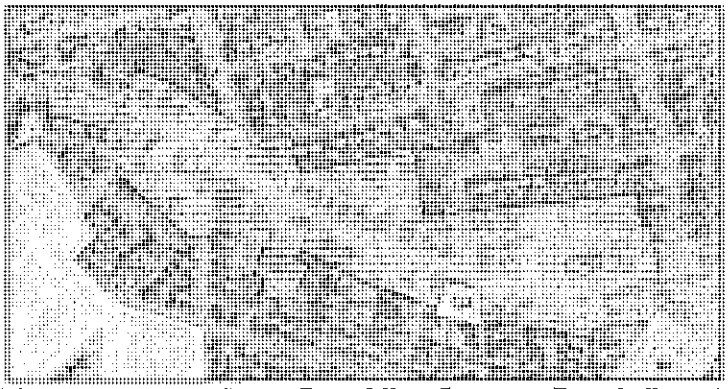


Figure 4, Congress Street (Longfellow Square to Bramhall area)

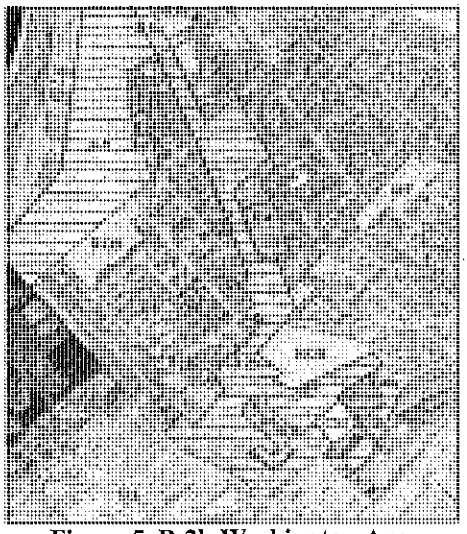


Figure 5, B-2b Washington Ave.

IV. COMPREHENSIVE PLAN POLICIES

Comprehensive Plan documents related to the proposed amendments are summarized below.

Portland's Comprehensive Plan, Volume 1, adopted in November 2002, updated in 2005, provides a policy framework for managing growth in the city. State Goal D, Encourage Decent Housing references and reinforces Housing: Sustaining Portland's Future through recommending a diversity of housing types and sizes, including *higher density housing such as row houses, small lots, reuse of non-residential buildings, and mixed-use buildings* (p. 44), and *Encourage higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation* (p. 44).

Housing: Sustaining Portland's Future. The housing component of the Comprehensive Plan, adopted in November 2002, contains numerous policies supporting a diverse housing supply. Particularly pertinent sections are excerpted below:

- *Policy #1, Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.* Recommendations for implementation of this policy include Housing in Business zones: Combine housing and economic development strategies to create high-density housing and mixed-use developments in business zones.

- *Policy #3, Maintain and enhance the livability of Portland's neighborhoods as they city grows and evolves through careful land use regulation, design and public participation that respects neighborhood integrity.* Recommendations for implantation of this policy include Housing Along Arterials: Maintain residential zoning along arterials and encourage increased residential densities and mixed uses within business zones.

Transforming Forest Avenue. This transportation and land use plan for the Forest Avenue Corridor was adopted by the City Council in June 2014 as an element of the City's Comprehensive Plan. Forest Avenue is comprised of the B-2, B-2b, and B-2c zones. Transforming Forest Avenue includes land use, streetscape, and transportation related recommendations to encourage transit-supportive development and the evolution of Forest Avenue into a complete street. Section 3.2.1, Vibrant and Diverse Land Uses, recommends supporting a mixture of uses in close proximity to foster both economic vitality and safety. It also recommends sensitivity to commercial and residential use transitions through possible landscaping, screening, and other site design considerations. Section 3.2.2, Compact Uses, recommends concentrating development and activities along transit routes, with particular attention to creating an environment welcoming to pedestrians. These sections are excerpted below.

3.2.1 Vibrant and Diverse Land Uses:

- The existence of vibrant and diverse land uses should stimulate a variety of activity at all times of day in order to increase the economic vitality and perceived safety along the corridor.

- Mixed use is typically achieved by having a variety of uses located in close proximity, either within the same building or in adjacent structures. A typical example is to have commercial on the bottom floor of a building and residential above.

- Successfully mixing uses requires attention to the transition between the varied uses… Improvements can be made to accomplish a residential character without restricting mixed-uses. For example, residences can be buffered from busier parts of the corridor with landscaping. Building equipment can be attractively screened from view of residences.

3.2.2 Compact Uses:

- Increasing convenience by concentrating development and activities along transit routes increases the likelihood of transit use.

- Compact uses can be encouraged in a variety of ways, though the general approaches focus on either new development or infill of existing structures. Particularly in the commercial areas, incentives can be used to encourage new development to more fully realize the desired density within the current zoning code. Incentives for infill of existing development can also be used to increase density, and to enhance the pedestrian environment.

V. PLANNING BOARD RECOMMENDATION

On April 22, 2014, the Planning Board voted (5-0, Hall and Soley absent), that the proposed text amendments to the Land Use Code, Div. 10. B-2 and B-2b Community Business Zone, § 14- 181—14-195 are in conformance with the City of Portland Comprehensive Plan and recommends their adoption to the City Council.

Attachments:

1. Proposed Text Amendments to Portland Land Use Code, Div. 10. B-2 and B-2b Community Business Zone.
2. City of Portland, Maine Zoning map.
3. Comparison Table of Dimensional Changes – 11x17

Date of Draft: May 23, 2014

Sec. 14-181. Purpose.

(a) B-2 Community Business Zone

The purpose of the B-2 community business zone is:

1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.

2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone.

3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.

4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.

(b) B-2b Community Business Zone

The B-2b zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists such as on-peninsula or in areas off-peninsula where a neighborhood compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood oriented

building pattern.

(c) B-2c Community Business Zone

To protect and enhance the quiet enjoyment of adjoining residential neighborhoods from the impacts of businesses that serve liquor and from other uses that are incompatible with adjoining neighborhoods due to noise.

(Ord. No. 293-88, 4-4-88; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Substitute Ord. No. 189-00, §2, 4-24-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 244-09/10, 6-21-10)

***Editor's Note:** Order No. 25, adopted 7-07-99, enacted an emergency 120-day moratorium on drive-through facilities on lots in B-2 Zone adjacent to lots with residential uses effective 7-07-99 through 11-1-99; Ord. No. 94A, adopted 11-01-99 extended the moratorium on said drive-through facilities through December 15, 1999.

Sec. 14-182. Permitted uses.

The following uses are permitted in the B-2, B-2b and B-2c zones except that any use involving a drive-through is prohibited in these zones unless otherwise provided in section 14-183:

(a) *Residential*:

1. Attached single-family and two-family dwellings;

2. Multi-family dwellings ~~are permitted when the nearest residential zone is R-4, R-5, R-6 or R-7. Multi-family dwellings are permitted in any structure with commercial uses in the first floor regardless of the nearest residential zone~~;

3. Handicapped family units;

4. Combined living/working spaces including, but not limited to, artist residences with studio space; and

(b) *Business*:

1. General, business and professional offices, as defined in section 14-47;

2. Personal services, as defined in section 14-47;

3. Offices of building tradesmen;

4. Retail establishments;

5. Restaurants, except that restaurants shall close for all purposes including the service of alcohol no later than 11:00 p.m.;

6. Drinking establishments, except that drinking establishment as defined in section 14-47, and bars as defined in section 14-217.5 (a)(1), shall not be permitted in the B-2c zone;

7. Billiard parlors;

8. Mortuaries or funeral homes;

9. Miscellaneous repair services, excluding motor vehicle repair services;

10. Communication studios or broadcast and receiving facilities;

11. Health clubs and gymnasiums;

12. Veterinary hospitals, but excluding outdoor kennels;

13. Theaters and performance halls;

14. Hotels or motels of less than one hundred fifty (150) rooms;

15. Dairies in existence as of November 15, 1999;

16. Bakeries in existence as of November 15, 1999;

17. Bakeries established after November 15, 1999, provided the bakeries include retail sales within the principal structures. Bakeries in the B-2b

zone shall be no greater than seven thousand (7,000) square feet in size;

18. Drive-throughs associated with a permitted use in the B-2 zone provided that such do not include drive-throughs on any lot adjacent to any residential use or zone. For purposes of this section, only, "adjacent to" shall include uses across a street if within 100 feet of the subject lot boundary;

19. Drive-throughs associated with a permitted use in the B-2b zone, when accessory to a principal use located on the same lot, provided that such do not include drive-throughs on any lot adjacent to any residential use or zone. For purposes of this section, only, "adjacent to" shall include uses across a street if within 100 feet of the subject lot boundary.

20. Registered medical marijuana dispensaries.

(c) *Institutional*:

1. Long term, extended and intermediate care facility;

2. Clinics, as defined in section 14-47;

3. Places of assembly;

4. Kindergarten, elementary, middle and secondary schools;

5. College, university, trade schools; and

6. Municipal buildings and uses.

(d) *Other*:

1. Lodging houses;

2. Day care facilities or babysitting services;

3. Utility substations, as defined in section 14-47,

subject to the requirements of article V (site plan), sections 14-522 and 14-523 notwithstanding;

4. Accessory uses, as provided in section 14-404;

5. Bed and breakfast, subject to the standards of article V (site plan), sections 14-522 and 14-523 notwithstanding. A bed and breakfast may include a meeting facility if the facility meets the following standards:

   a. The meeting facility shall be limited to the following types of uses:

      i. Private parties.
      ii. Business meetings.
      iii. Weddings.
      iv. Receptions.
      v. Seminars.
      vi. Business and educational conferences.

   b. The building in which the bed and breakfast and the meeting facility will be located was in existence on March 3, 1997, and was greater than four thousand (4,000) square feet in floor area on that date.

6. Studios for artists and craftspeople, provided that the area of such studios does not exceed four thousand (4000) square feet for each studio space.

7. Hostels, provided the applicant submits a site plan and operations plan demonstrating compliance with the following conditions:

   a. All applicable provisions of Article V of this chapter shall be met.

   b. Parking shall be provided in compliance with Division 20 of this Article.

   c. No unaccompanied minors under the age of

eighteen (18) shall be permitted in the facility.

d. The length of stay for transient guests shall not exceed fifteen (15) days out of any sixty-day period.

e. The building shall meet the applicable occupant load requirements as defined by the International Building Code and the NFPA Life Safety Code, as such codes are amended or adopted by the city.

8. Wind energy systems, as defined and allowed in Article X, Alternative Energy.

(Ord. No. 293-88, 4-4-88; Ord. No. 39-96, § 2, 10-7-96; Ord. No. 125-97, § 6, 3-3-97; Ord. No. 164-97, § 2, 12-1-97; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Ord. No. 118-00, 11-20-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 127-09/10, 1-4-10 emergency passage; Ord. No. 244-09/10, 6-21-10; Ord. No. 283-09/10, 7-19-10 emergency passage; Ord. 10 10/11, 8-2-10; Ord. No. 279-09/10, 6-6-11; Ord. No. 33-11/12, 1-18-12; Ord. No. 113-11/12, 2-22-12; Ord. No. 41-12/13, 9-5-12)

Sec. 14-183. Conditional uses.

The following uses are permitted in the B-2,B-2b and B-2c zone, as provided in section 14-474 (conditional uses), if they meet the following requirements:

(a) *Business.* Any of the following conditional uses, provided that, notwithstanding section 14-474(a)of this article or any other provision of this code, the Planning Board shall be substituted for the board of appeals as the reviewing authority over conditional business uses:

1. Major and minor auto service stations in the B-2 zone, only;

2. Major or minor auto service stations in the B-2b zone in existence as of November 15, 1999;

3. Car washes;

4. Drive-throughs in the B-2 or B-2b zones which are adjacent to any residential use or zone, provided that, in the B-2b drive-throughs must be accessory to a principal use located on the same site;

5. Automobile dealerships.

In addition to approval by the Planning Board with respect to the requirements of article V (site plan), sections 14-522 and 14-523 notwithstanding, these uses shall comply with the following conditions and standards in addition to the provisions of section 14-474:

a. Signs: Signs shall not adversely affect visibility at intersections or access drives. Such signs shall be constructed, installed and maintained so as to ensure the safety of the public. Such signs shall advertise only services or goods available on the premises.

b. Circulation: No ingress and egress driveways shall be located within thirty (30) feet from an intersection. No entrance or exit for vehicles shall be in such proximity to a playground, school, church, other places of public assembly, or any residential zone that the nearness poses a threat or potential danger to the safety of the public.

6. Drive-throughs, where permitted, shall also specifically comply with the following conditions:

a. Location of Drive-throughs: Features, such as windows, vacuum cleaners and menu/order boards, stacking lanes, must be placed, where practicable, to the side and rear of the principal building except where such placement will be detrimental to an adjacent residential zone or use, and shall be located no nearer than forty (40) feet from

any adjoining property located in a residential zone. This distance shall be measured from the outermost edge of the outside drive-through feature to such property line. In addition, drive-through features shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular circulation or creating hazards to vehicular circulation on adjoining streets.

b. Noise: Any speakers, intercom systems, or other audible means of communication shall not play prerecorded messages. Any speakers, intercom systems, audible signals, computer prompts, or other noises generated by the drive-through services or fixtures shall not exceed 55 dB or shall be undetectable above the ambient noise level as measured by a noise meter at the property line, whichever is greater.

c. Lighting: Drive-through facilities shall be designed so that site and vehicular light sources shall not unreasonably spill over or be directed onto adjacent residential properties and shall otherwise conform to the lighting standards set forth in 14-526.

d. Screening and Enclosure: Where automobiles may queue, waiting for drive-through services, their impacts must be substantially mitigated to protect adjacent residential properties from headlight glare, exhaust fumes, noise, etc. As deemed necessary by the reviewing authority, mitigation measures shall consist of installation of solid fencing with landscaping along any residential property line which is exposed to the drive-through or the enclosure of the drive-through fixtures and lanes so as to buffer abutting residential properties and to further

contain all associated impacts; and

e. Pedestrian access: Drive-through lanes shall be designed and placed to minimize crossing principal pedestrian access-ways or otherwise impeding pedestrian access.

f. Hours of Operation: The Board, as part of its review, may take into consideration the impact hours of operation may have on adjoining uses.

g. Conditions specific to major or minor auto service stations, car washes and automobile dealerships:

i. A landscaped buffer, no less than five (5) feet wide, shall be located along street frontages (excluding driveways). The buffer shall consist of a variety of plantings in accordance with the City of Portland Technical Manual;

ii. Car washes shall be designed to avoid the tracking of residual waters into the street.

(b) *Other*:

1. Printing and publishing establishments except as provided in subsection b. below;

2. Printing and publishing establishments in continuous operation at their current location since April 4, 1988, or earlier and which exceeded ten thousand (10,000) square feet of aggregate gross floor area at that time;

3. Wholesale distribution establishments; and

4. Research and development and related production establishments.

Uses listed in this paragraph (b) (other) 1, 3 and 4 shall be limited to ten thousand (10,000)

square feet of aggregate gross floor area, and uses listed in this paragraph (b) (other) 1, 2, 3 and 4 shall be subject to the following conditions and standards in addition to the provision of section 14-474:

a. Traffic circulation: The site shall have an adequate traffic circulation pattern designed to avoid hazards to vehicular circulation on adjoining streets. All stacking of motor vehicles shall be on site, and loading facilities shall be located to the rear of the building and shall not be visible from the street.

b. Building and site design: The exterior design of the structures, including architectural style, facade materials, roof pitch, building form, established setbacks and height, shall be of a commercial rather than industrial character. The site shall contain screening and landscaping which shall meet the requirements of section 14-526 for screening between land uses and the City of Portland Technical Manual.

5. Temporary wind anemometer towers, as defined in Sec 14-47, are permitted provided the following standards are met in addition to Sec 14-430:

a. Towers may be installed for the purpose of wind data collection for no more than two (2) years after the issuance of a Certificate of Occupancy for the tower. At the conclusion of the aforementioned two (2) years, the tower must be dismantled and removed from the site within sixty (60) days; and

b. Towers shall be constructed according to plans and specifications stamped by a licensed professional engineer, which shall be provided to the Board of Appeals with the application; and

c. Towers shall be set back from habitable buildings by a distance equal to 1.1 times the tower height; and

d. The applicant shall provide a safety report prepared and stamped by a licensed professional engineer to the Board of Appeals with their application for conditional use, which demonstrates how the proposed temporary wind anemometer tower is safe in terms of strength, stability, security, grounding, icing impacts and maintenance; and

e. The applicant shall provide evidence of commercial general liability insurance, such insurance to be satisfactory to Corporation Counsel and cover damage or injury resulting from construction, operation or dismantling of any part of the temporary wind anemometer tower; and

f. Towers and associated guy wires shall be sited to minimize their prominence from and impacts on public ways (including pedestrian ways); and

g. Towers shall be used for installing anemometers and similar devices at a range of heights from the ground to measure wind characteristics (speed, direction, frequency) and related meteorological data, but shall not be used for any other purpose; and

h. A performance guarantee shall be required for the cost of removal of the tower, guy wires and anchors. This requirement may be satisfied by surety bond, letter of credit, escrow account or by evidence, acceptable to the City, or the financial and technical ability

and commitment of the applicant or its agents to remove the facility at the end of the use period.

6. Wind energy systems, as defined and allowed in Article X, Alternative Energy.

(Ord. No. 293-88, 4-4-88; Ord. No. 16-92, 6-15-92; Ord. No. 39-96, § 3, 10-7-96; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Ord. No. 151-03/04, 02-23-04; Ord. No. 29-09/10, 8-3-09, emergency passage; Ord. No. 276 -09/10, 7-19-10; Ord. No. 278-09/10, 7-19-10; Ord. No. 10 10/11, 8-2-10; Ord. No. 33-11/12, 1-18-12)

Sec. 14-184. Prohibited uses.

Uses not enumerated in sections 14-182 and 14-183 as either permitted uses or conditional uses are prohibited.
(Ord. No. 293-88, 4-4-88)

Sec. 14-185. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, ~~residential uses as permitted under sections 14-182(a) and (b) and newly constructed buildings with residential and non-residential uses~~ lots in the B-2, B-2b, and B-2c zones shall meet the following dimensional requirements:

Minimum Lot Size	None
Minimum Street Frontage	25 feet
Front Yard Setback Minimum	None
Rear Yard Setback Minimum	10 feet, except as provided for below: a. 5 feet for accessory structures
Side Yard Setback Minimum	None required, except as provided for below: a. 5 feet for accessory structures
Side Yard on Side Street Setback Minimum	None Required
Front Yard Maximum[1]	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable.[2]
Height maximum	45 feet except as provided for below: a. 50 feet if first floor is partially or wholly occupied by a commercial use. b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet. c. 65 feet within 65 feet of Franklin St.
Maximum Impervious Surface Ratio	a. For residential uses: None b. For all other permitted uses: 80% in B-2 and B-2c c. For all other permitted uses: 90% in B-2b
Minimum Lot Area per Dwelling	a. Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except

[1] Building additions do not have to meet this section.

[2] If lot has less than 40 feet of frontage and is more than 100 feet deep then no maximum setback is required. If existing structures are within 20 feet of the street or meet the front yard maximum, and remainder of lot has less than 40 feet of frontage, then no maximum setback is required. Where setbacks exceed 10 feet, a continuous, attractive, and pedestrian-scaled edge treatment shall be constructed along the street, consisting of street trees spaced at no more than 15 feet on center, approved by City arborist, and a combinations of landscaping no less than 4 feet deep, ornamental brick or stone walls or ornamental fencing.

Unit	as provided for in (b) below. b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

~~(a) *Residential uses:*~~

~~1. *Minimum lot size:* None.~~

~~2. *Minimum street frontage:* None.~~

~~3. *Minimum yard dimensions:*~~

~~a. *Front yard:* None.~~

~~b. *Rear yard:* Ten (10) feet, except where the lot abuts a residential zone, where twenty (20) feet is required.~~

~~i. Accessory structures: Five (5) feet.~~

~~ii. In cases where the height of a new building exceeds forty-five (45) feet adjacent to a residential zone, the portion of the building exceeding forty-five (45) feet shall have a minimum stepback of fifteen (15) feet or an additional minimum setback of fifteen (15) feet.~~

~~c. *Side yard:* Five (5) feet, except where the lot abuts a residential zone, where ten (10) feet is required.~~

~~i. Accessory structures: Five (5) feet.~~

~~ii. In cases where the height of a new building exceeds forty-five (45) feet adjacent to a residential zone, the portion of the building exceeding~~

forty-five (45) feet shall have a minimum stepback of fifteen (15) feet or an additional setback of fifteen (15) feet; provided however that this provision does not apply to buildings located within sixty-five (65) feet of Franklin Street.

d. *Side yard or rear yard on a street:* None.

e. *Maximum front yard:* In the B-2, B-2b and B-2c zones; as provided for in section 14-185(b)(3)(a), except that the maximum front yard setback need not apply in the case of a development meeting one (1) or more of the following standards:

i. The lot has less than forty (40) feet of continuous frontage and the lot has a depth of more than one hundred (100) feet from the nearest street; or

ii. The structures on the lot meet the maximum front yard or are within twenty (20) feet of the street and the remainder of the lot has less than forty (40) feet of continuous street frontage.

f. *Pavement setback:* For lots adjacent to a residential zone, pavement shall be set back a minimum of ten (10) feet from the side and rear property lines adjacent to the residential zone.

4. *Maximum impervious surface ratio:* 90%.

5. *Maximum residential density:*

a. *On peninsula locations, as defined in section 14-47:* Four hundred and thirty-five (435) square feet of land area per dwelling unit.

b. *Off-peninsula locations, as defined in section 14-47:*

i. Residential density requirements of the nearest adjacent residential zone shall apply except for multi-family dwellings above the first floor of commercial uses as provided in (ii) below.

ii. *Multi-family dwellings above first floor commercial uses:* One thousand (1,000) square feet of land area per dwelling unit is required.

6. *Maximum structure height:*

a. *B-2 and B-2c zones:* Forty-five (45) feet.

b. *B-2b zone:* Forty-five (45) feet, except in the case of a building with a commercial first floor and residential upper floors, where fifty (50) feet is allowed, and except for the portion of a building located within sixty-five (65) feet of Franklin Street, where sixty-five (65) feet is allowed.

(b) *Business and other non-residential uses:*

1. *Minimum lot size:*

a. *Intermediate, long-term and extended care facilities:* Ten thousand (10,000) square feet.

b. *Other non-residential uses where permitted:*

i. *B-2 zone:* Ten thousand (10,000) square feet.

ii. *B-2b zone:* None.

iii. *B-2c zone:* Ten thousand (10,000) square feet.

c. Where multiple uses are on one (1) lot, the

highest applicable minimum lot size must be met.

2. *Minimum street frontage:* Fifty (50) feet.

3. *Yard dimensions:* (Yard dimensions include setbacks of structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum or maximum yard of another structure.)

Except as provided in subsection (5) below, the following setbacks are required:

a. *Front yard:*

i. *Minimum front yard in B-2, B-2b and B-2c zones:* None.

ii. *Maximum front yard in the B-2 and B-2c zones:* The maximum front yard setback shall not exceed the average depth of the front yard of the closet developed lots on either side of the lot in question unless the planning board or planning authority approves a modified setback pursuant to section 14-526(a)(27)(j). For purposes of this section a developed lot means a lot on which a principal structure has been erected.

iii. *Maximum front yard in B-2b zone (on peninsula):* The maximum front yard setback shall either be: (1) ten feet; or (2) in cases where the average depth of the front yard of the nearest developed lots on either side of the lot in question is less than ten (10) feet, the front yard setback of the lot in question shall not exceed such average depth. A "developed lot" means a lot on which a principal structure has been erected.

~~In the B-2b zone the front yard shall be the yard adjoining the major street as determined by the highest traffic volume.~~

~~iv. *Maximum front yard in B-2b zone (off-peninsula):* None, except that the front yard setback shall not exceed the average depth of the front yards of the closest developed lots on either side of the lot. A developed lot means a lot on which a principal structure has been erected. In the B-2b zone the front yard shall be the yard adjoining the major street as determined by the highest traffic volume.~~

~~Where the front yard setback exceeds ten (10) feet, however, a continuous, attractive, and pedestrian scaled edge treatment shall be constructed along the street(s) consisting of street trees spaced at not more than fifteen (15) feet on center, (which otherwise meet the requirements of city arborist) and a combination of the following:~~

~~i. Landscaping of no less than four (4) feet in depth; and~~

~~ii. Ornamental brick or stone walls; and/or~~

~~iii. Ornamental fencing.~~

~~The site shall otherwise meet the requirements of article V (Site Plan).~~

~~b. *Rear yard:*~~

~~i. *Principal structures:* Ten (10) feet. Where a rear yard abuts a residence zone or first floor residential use, twenty (20) feet is required.~~

~~ii. *Accessory structures:* Five (5) feet.~~

~~c. *Side yard:*~~

~~i. Principal and accessory structures: None, except that where a side yard abuts a residential zone or a first floor residential use, ten (10) feet is required.~~

~~ii. *Accessory structures:* Five (5) feet.~~

~~iii. *Side yards on side streets (corner lot):* In the B-2 and B-2c zone, a minimum of ten (10) feet. In the B-2b zone, a maximum of ten (10) feet except that for any newly constructed building on a lot abutting two (2) or more streets, the maximum side yard shall apply to one street or to the side street that forms a corner with a major street as provided for in the maximum front yard provisions of this section.~~

~~(4) *Minimum lot width:* None.~~

~~(5) *Maximum structure height:*~~

~~a. *B-2 and B-2c zones:* Forty-five (45) feet, except that on lots in excess of five (5) acres, sixty-five (65) feet is permitted; provided each of the minimum setbacks required under subsection (3) above are increased by one (1) foot in distance for each foot of height above forty-five (45) feet.~~

~~b. *B-2b zone:* Fifty (50) feet.~~

~~(6) *Maximum impervious surface ratio:* Eighty (80) percent in the B-2 and B-2c; Ninety (90%) percent in the B-2b.~~

~~(c) *Building additions:* Building additions for residential and non-residential uses are not required to meet the maximum front yard setback for the maximum side yard~~

~~on side street setback contained in this section.~~

(Ord. No. 293-88, 4-4-88; Ord. No. 52-96, § 2, 7-15-96; Ord. No. 94-99, 11-15-99; Ord. No. (Substitute)189-00, §3, 4-24-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 244-09/10, 6-21-10; Ord. No. 41-12/13, 9-5-12)

Sec. 14-186. Other requirements.

All nonresidential uses in the B-2 and B-2b zone shall meet the requirements of division 25 (space and bulk regulations and exceptions) of this article in addition to the following requirements:

(a) *Landscaping and screening:* The site shall be suitably landscaped for parking, surrounding uses and accessory site elements, including storage and solid waste receptacles where required by article IV (subdivisions) and article V (site plan).

(b) *Curbs and sidewalks*: Curbs and sidewalks as specified in article VI of chapter 25.

(c) *Off-street parking and loading:* Off-street parking and loading are required by division 20 and division 21 of this article;

(d) *Front yard parking*:

~~1. B-2 and B-2c zone:~~ There shall be no off-street parking in the front yard between the street line and the required minimum setback line in the B-2, B-2b and B-2c. Where existing buildings exceed the minimum front yard setback, a maximum of ten (10) percent of the total parking provided on the site may be located between the principal structure and the street.

~~2. B-2b zone (On-peninsula): There shall be no parking in the front yard between the street line and the required maximum setback line in the B-2b. Where existing buildings exceed the maximum front yard setback, a maximum of ten (10) percent of the total parking provided on the site may be located between the principal structure and the street.~~

~~3. B-2b zone (Off-peninsula): Parking in the front yard between the street line and the required maximum setback line in the B-2b is discouraged. However, where parking in the front yard is permitted pursuant to §14-185I(1)I, a maximum of fifty percent (50%) of the total parking on the site may be located between the principal~~

~~structure and the street.~~

(e) *Signs*: Signs shall be subject to the provisions of division 22 of this article.

(f) *Exterior storage*: There shall be no exterior storage with the exception of fully enclosed containers or receptacles for solid waste disposal. Such containers or receptacles shall be shown on the approved site plan. Vehicles or truck trailers with or without wheels shall not be used for on-site storage (1) except where such storage is located in a designated loading zone identified on an approved site plan; or (2) such storage is not visible from the street or adjacent residences during winter months and such storage area is identified on an approved site plan. Truck load sales shall not be considered outside storage provided that such activity does not extend beyond three (3) consecutive days nor occurs more frequently than three (3) times a calendar year.

(g) *Storage of vehicles*: Storage of vehicles is subject to the provisions of section 14-335.

(h) *Shoreland and flood plain management regulations*: If the lot is located in a shoreland zone or in a flood hazard zone, then the requirements of division 26 and/or division 26.5 apply.

(Ord. No. 293-88, 4-4-88; Ord. No. 51-96, 7-15-96; Ord. No. 94-99, 11-15-99; Substitute Ord. No. 189-00, §4, 4-24-00; Ord. No. 151-03/04, 02/23/04)

Sec. 14-187. External effects.

Every use in a B-2, B-2b and B-2c zone shall be subject to the following requirements:

(a) *Enclosed structure*: The use shall be operated within a completely enclosed structure except for those specific open air activities licensed by the City, including but not limited to outdoor seating, sidewalk sales, etc.

(b) Noise: Except as provided in 14-183(1)(iii)(2) (relating to Drive-throughs), the volume of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American Standards Association), generated shall not exceed sixty (60) decibels on the

A scale between 7:00 a.m. and 9:00 p.m. and fifty-five (55) decibels on the A scale between 9:00 p.m. and 7:00 a.m., on impulse (less than one (1) second), at lot boundaries, excepting air raid sirens and similar warning devices.

(c) Vibration and heat: Vibration inherently and recurrently generated and heat shall be imperceptible without instruments at lot boundaries.

(d) Glare, radiation or fumes: Glare, radiation or fumes shall not be emitted to an obnoxious or dangerous degree beyond lot boundaries.

(e) Smoke: Smoke shall not be emitted at a density in excess of twenty (20) percent opacity level as classified in Method 9 (Visible Emissions) of the Opacity Evaluation System of the U.S. Environmental Protection Agency.

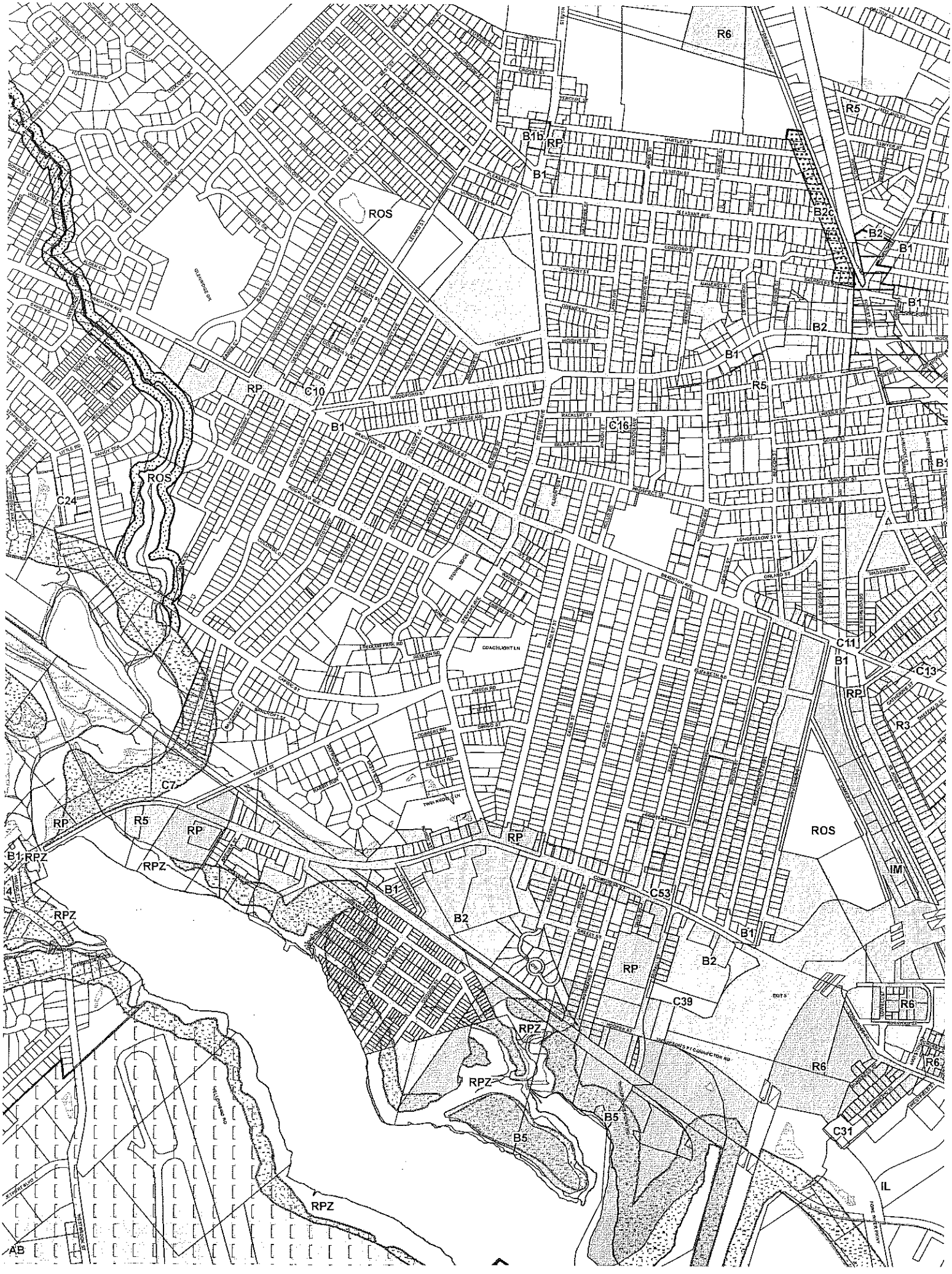
(f) Materials or wastes: No materials or wastes shall be deposited on any lot in such form or manner that they may be transferred beyond the lot boundaries by natural causes or forces. All material which might cause fumes or dust, or constitute a fire hazard if stored out-of-doors, shall be only in closed containers. Areas attracting large numbers of birds, rodents or insects are prohibited.

(Ord. No. 293-88, 4-4-88; Ord. No. 94-99, 11-15-99; Ord. No. 03/04, 02/23/04)

Sec. 14-188. Active street frontages

A building will be determined to have an active street frontage upon meeting the following guidelines to the greatest extent practicable as determined by the Planning Board or Planning Authority: the primary building façade shall be within ten feet of the front street line; there shall be no parking on the lot within 35 feet of the front street line; no more than 25% of the first floor primary façade shall consist of access to garages, unutilized space, service entrances, storage or mechanicals, and the remaining minimum 75% shall have an average depth of a minimum of 20 feet for residential or commercial uses; all primary ground floor entries to multi-family buildings must orient to street, not to interior blocks or parking lots.

Sec. 14-1898 - Sec. 14-195. Reserved.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	20 feet when abutting residential zone	20 feet when abutting residential zone or residential use	
	5 feet for accessory structures	5 feet for accessory structures	5 feet for accessory struct
	15 feet for portions of buildings over 45 feet in height		
lin.	5 feet, except as provided for below:	None, except as provided for below:	None required, except as below:
	10 feet when abutting residential zone	10 feet when abutting a residential zone or first floor residential use	
	5 feet for accessory structures	5 feet for accessory structures	5 feet for accessory struct
	15 feet for portions of buildings over 45 feet in height		
reet	None	10 feet minimum on side yards along side streets	None required.
		10 feet maximum in B-2b zone except for newly constructed building on lot abutting 2 or more streets, for which one street front shall conform to the maximum front yard	
n[1]	Average depth of abutting developed lots on each side or as set by Planning Board[2]	Average depth of abutting developed lots on each side or as set by Planning Board[2]	No more than 10 feet, exc Planning Board or Plannin approve a modified front irregularly shaped lots or frontage less than 40 feet standard is met to the ma practicable.[2]
	No more than 10 feet in B-2b on peninsula	No more than 10 feet in B-2b on peninsula	
	45 feet in B-2 and B-2c	45 feet in B-2 and B-2c zones	45 feet except as provided
		50 feet in B-2b	50 feet if first floor is parti occupied by a commercial
		65 feet in B-2 and B-2c zones on lots >5 acres, provided that all setbacks increase by 1 foot for each foot of height over 45	65 feet in B-2 and B-2c zo acres provided that all set front yard setbacks and si street setbacks, increase b foot of height over 45 fee
	65 feet within 65 feet of Franklin St.	65 feet within 65 feet of Franklin St.	65 feet within 65 feet of F
us	None		For residential uses: None
		80% in B-2 and B-2c	For all other permitted us and B-2c
		90% in B-2b	For all other permitted us
	Residential density requirements of the nearest adjacent residential zone.	*Multi-family dwellings above first floor commercial uses:* One thousand (1,000) square feet of land area per dwelling unit is required.	Off-peninsula locations, as section 14-47: 1,500 squa as provided for in (b) belo
	On-peninsula locations, as defined in section 14-47: 435 square feet	On-peninsula locations, as defined in section 14-47: 435 square feet	On-peninsula locations (as projects with active street defined in section 14-188,

Order 277-13/14
Tab 27 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING LEASE WITH PORTLAND TUGBOAT, LLC RE: BERTHING, STORAGE SPACE, AND PARKING AT PORTLAND OCEAN TERMINAL

ORDERED, that the attached lease with Portland Tugboat, LLC for berthing, storage space and parking at the Portland Ocean Terminal is hereby approved, substantially in the form attached; and

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

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

DATE: June 4, 2014

SUBJECT: **Order Authorizing the City Manager to Enter into a Lease Agreement with Portland Tugboat LLC for Berthing, Storage Space, and Parking at the Portland Ocean Terminal**

SPONSOR: Housing and Community Development Committee, Councilor Kevin Donoghue/Chair

COUNCIL MEETING DATE ACTION IS REQUIRED:
1st Reading: June 16, 2014. Final Action: June 16, 2014

Can action be taken at a later date? Yes

PRESENTATION: Councilor Donoghue/Mark Rees – 5 Minutes

I. SUMMARY OF ISSUE

This is for the renewal and reestablishment of a lease between the City of Portland and Portland Tugboat LLC for specified berthing rights at Maine State Pier, use of space in Portland Ocean Terminal, and rights to park on City property.

II. REASON FOR SUBMISSION

In 2009, the City entered into two Lease Agreements with Portland Tugboat, LLC. One Lease Agreement was for berthing, and the other Lease Agreement was for storage space and parking. The Lease Agreement for berthing expires June 30, 2014, while the Lease Agreement for storage and parking expired. It is proposed that the two separate leases be combined into a single lease, which will need approval by the City Council. Therefore, this is being submitted to the City Council for it to authorize the City Manager to enter to the Lease Agreement with Portland Tugboat, LLC.

III. INTENDED RESULT

The intended result is the continuation of a mutually satisfactory leasing arrangement between the City and Portland Tugboat, LLC at the Portland Ocean Terminal.

IV. COUNCIL GOAL ADDRESSED

Promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT

A draft Lease Agreement for space – berthing/storage/parking – is attached. There are no significant changes to the two existing, separate leases, with the exception of updating rent, berthing, and parking terms.

Detailed proposed terms are as follows:

Base Rent:

Berthing: Two Continuous Pier Spaces of approximately 150 lineal feet each, totaling approximately 300 lineal feet of non-exclusive use berthing space at the POT on the easterly side of the Maine State Pier's Pier one.

Base Rent of $2,034.00 per Pier Space per month beginning July 1, 2014 through and including June 30, 2015 for a total of $4,068/monthly or $48,816/annually.

Rental rates include a 3% annual escalator.

Storage/Parking: 1,200 square feet of storage or warehouse space for Portland Tugboat's exclusive use located in the POT Building, and up to 10 reserved employee parking spaces.

Base Rent for space and parking of $2,750 per month for the period beginning July 1, 2014, through and including June 30, 2015, or $33,000/annually.

Rental rates would include a 3% annual escalator.

Security Fee: In addition to the Base Rent, a Security Fee of $350 per month, or $4,200/annually, will be charged to Portland Tugboat, as both parties acknowledge security requirements and associated costs.

Security Deposit: Portland Tugboat shall provide a Security Deposit in the amount of $5,000.

Term: Five (5) years, commencing July 1, 2014 and ending on June 30, 2019.

Utilities: City will provide connections to water (for ordinary drinking and cleaning, and for ballast and other shipside uses for Tenant's vessels only), electricity necessary for normal business operations at the Premises, and sewer from facilities used by Tenant within the buildings on the Premises. Tenant will be responsible for paying monthly expenses for these utilities. There will be no "pumping out" from vessels into the sewer connections so provided.

Total Revenue Value: The total value of lease rental revenue equals $81,016 annually, plus utility charges.

VI. STAFF ANALYSIS

Staff negotiated the attached proposed Lease under the direction of the HCDC. Staff feels the value of the draft Lease is fair market value.

VII. RECOMMENDATION

The HCDC unanimously voted to recommend that the City Council authorize the City Manager to enter this Lease Agreement with Portland Tugboat LLC.

VIII. LIST ATTACHMENTS

Proposed Lease Agreement

LEASE AGREEMENT
BETWEEN CITY OF PORTLAND
AND PORTLAND TUGBOAT, LLC
FOR BERTHING, STORAGE, AND PARKING SPACE
AT THE PORTLAND OCEAN TERMINAL

This lease, made as of the 1st day of July, 2014, by and between the **CITY OF PORTLAND**, a Maine municipal corporation having its principal place of business at 389 Congress Street, Portland, Maine (hereinafter sometimes referred to "**CITY**") and PORTLAND TUGBOAT, LLC, a Maine corporation having its principal office at P.O. Box 480, Belfast, Maine (hereinafter referred to as "**PORTLAND TUG**").

WHEREAS, CITY has available berthing, storage at the Portland Ocean Terminal (POT) located at 40 Commercial Street in Portland, and parking space at or near POT; and

WHEREAS, PORTLAND TUG wishes to lease berthing, storage and parking spaces to operate its tugboat business from the POT; and

WHEREAS, CITY agrees to lease berthing, storage and parking space to **PORTLAND TUG**, pursuant to the terms and conditions set forth in this Agreement; and

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

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

WITNESSETH:

1. Premises:

CITY does hereby lease, demise and let unto **PORTLAND TUG** the two Pier Spaces at Pier One described below for berthing alongside the POT, as well as twelve hundred 1,200) square feet of storage or warehouse space for its exclusive use and located in the POT Building, (hereinafter the "Premises") as shown on Exhibit A attached hereto, together with the right of ingress and egress thereto. Also, the **CITY** reserves the right to relocate, temporarily and from time to time, the berthing areas at POT, as further delineated below.

The Berthing portion of the Premises shall mean two (2) continuous "Pier Spaces" of approximately 150 lineal feet each totaling approximately three hundred (300) lineal feet of non-exclusive use berthing space at the POT on the easterly side of the Maine State Pier's Pier One, together with the right of access and egress and the right to use in common with other tenants and the public all rights of way, easements, and appurtenances, rights, privileges, and immunities thereunto belonging or pertaining, and

any improvements constructed or located thereon by **PORTLAND TUG**. The Premises include both the berthing area leased to **PORTLAND TUG** and the common use areas. A delineation of the Premises is attached hereto as Exhibit A. The Premises are leased in 'as is' condition, and **PORTLAND TUG** acknowledges being adequately familiar with the condition of the Premises

2. **Term.**

Subject to Section 14 below for termination for cause or convenience, the term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2014, and ending on June 30, 2019.

In the event **PORTLAND TUG** continues to occupy the Premises beyond the term, such holding over shall not constitute a renewal or extension of this Agreement, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **PORTLAND TUG** by giving Thirty (30) days' prior written notice to the other party of such termination. Any such tenancy at sufferance shall be on all terms and conditions of this Agreement, except as provided herein for a month to month tenancy.

3. **Permitted Uses.**

a. Permitted Uses of Berthing.

(1) **PORTLAND TUG** shall use and occupy the Berthing portion of the Premises for only berthing and servicing of its Fleet and operation of a tugboat business from the Premises as provided herein. "Fleet" shall mean the **PORTLAND TUG**'s permanent, wholly-owned fleet of tugboats, workboats, barges, other vessels, and marine equipment, including, but not limited to, these five tugboats and one seaworthy working barge:

1) *Andrew McAllister*
2) *Iona McAllister*
3) *Rowan McAllister*
4) *Roderick McAllister*
5) *Fournier Girls*
6) *Office Barge*

(2) **PORTLAND TUG** shall berth no more than three Fleet vessels, including tugboats, barges, and marine equipment, at any single pier berth, such that no more than one primary Fleet vessel, barge or piece of equipment may be berthed in a berthing slot adjacent to Pier One at any given time and with no more than two additional Fleet vessels, barges or pieces of equipment rafted alongside the primary berth occupant.

"Pier Space" shall mean a portion of the pier consisting of one hundred and fifty (150) continuous linear feet of a pier docks, but not including any pier apron,

driveway, or land areas. A Pier Space includes priority access to use of all pier mounted devices (bollards & cleats) for the securing of Fleet vessels.

"Pier One" shall mean the pier that is the westernmost pier comprising the eastern side of the Maine State Pier. Pier One is nine hundred feet (900) in length and consists of six (6) Pier Spaces. These Pier Spaces, beginning at the head of the Pier are designated Pier Spaces 1A, 1B, 1C, 1D, 1E and 1F.

(3) In no event shall **PORTLAND TUG** berth more than six (6) total Fleet vessels, barges or pieces of equipment at the two Pier Spaces that constitute the **PREMISES**, such that no more than two vessels may be consecutively rafted alongside a vessel which is berthed along the pier. **PORTLAND TUG** may make special arrangements with **CITY** on a case by case basis to berth additional Fleet vessels, barges or pieces of equipment. **CITY** shall, at its convenience, provide such additional Fleet berthing depending on availability and safety of such berthing, but **CITY** shall be under no obligation to provide such additional berthing. If such additional berthing is provided, **CITY** shall charge **PORTLAND TUG** additional berthing fees for such additional Fleet berthing.

(4) This lease explicitly does NOT give **PORTLAND TUG** the right to berth vessels owned or operated by third parties at the premises, or at any portion of the POT or any other pier or wharf owned or operated by the **CITY**. When prior approval has been obtained from **CITY** for such a third party to berth at a pier owned or operated by the **CITY**, **PORTLAND TUG** may participate in or effectuate such berthing. If PORTLAND TUG causes a third party vessel to berth at a pier owned or operated by the CITY without such prior approval, PORTLAND TUG shall bear the berthing fees due to the CITY as a result of such berthing, and PORTLAND TUG shall be responsible for any resulting damage to CITY facilities, and hereby agrees to indemnify and hold the CITY harmless from any claims against the CITY resulting from such berthing.

(5) **PORTLAND TUG** specifically understands and agrees that other tenants and users will be using the easterly side of Pier One of the Maine State Pier as well as other parts of the adjacent property for various uses including, but not limited to, marine industrial work. **PORTLAND TUG** also specifically understands and agrees that the **CITY** will be using the easterly side of Pier One of the Maine State Pier for the berthing of cruise ships and other vessels. Such other operations may, at the **CITY**'s sole discretion, take priority over **PORTLAND TUG**'s operations and **PORTLAND TUG** will use its best efforts to coordinate its berthing and other operations to accommodate the **CITY's** other uses at POT. Except in the case of an emergency, **CITY** will provide reasonable advance notice of the need to have **PORTLAND TUG** temporarily relocate its vessels from its Premises to accommodate **CITY's** other facility uses and **CITY** will make its best effort to provide for alternate temporary berthing of **PORTLAND TUG**'s vessels based on alternate berthing availability and any security requirements. If **CITY** requires **PORTLAND TUG** to relocate and

PORTLAND TUG is not able to occupy its Premises for more than thirty-six (36) hours, **PORTLAND TUG's** monthly rent shall be prorated to reflect such loss of use of its Premises. No reduction or pro-ration of Rent or other credit shall be due **PORTLAND TUG** if such required relocation is for a period of less than thirty-six (36) hours.

(6) Fleet repairs. No Hot Work or other major repair or construction work on or around **PORTLAND TUG's** vessels will be permitted without the prior written consent of the **CITY** which may be withheld at **CITY**'s sole discretion. All contractors and agents performing permitted work on the Premises or **PORTLAND TUG's** vessels must supply **CITY** with written evidence of adequate insurance prior to commencing any such approved work. In this Section, "Hot Work" shall mean the use of welding equipment or cutting torches on metal for the purposes of repair, construction, salvage or any other evolution that creates a source of ignition.

b. Permitted Uses of Pier Space.

(1) **PORTLAND TUG** Uses: **PORTLAND TUG** may use the Pier portion of the storage, warehousing, and similar operations which are related to its commercial transportation business. **PORTLAND TUG** shall not engage in the sale of food, drinks or goods in or from the Premises.

(2) **CITY** uses: **CITY** reserves the right to permit other parties to use the Common Use Space and the remainder of the POT (other than the Premises) during the term of this Agreement and thereafter, so long as such use does not unreasonably interfere with the use of the Premises and the Common Use Space by **PORTLAND TUG** as permitted or required by this Lease Agreement.

(3) **PORTLAND TUG** agrees to work with the **CITY** to coordinate **PORTLAND TUG**'s use of the Premises and the Common Use Space with other tenants and users of the POT. **PORTLAND TUG** acknowledges that the primary intended use of the POT is as a deepwater marine facility and agrees that it will make all reasonable accommodations necessary to permit that use of the POT.

(4) All uses hereunder shall be limited to those uses permitted under **CITY** zoning laws.

(5) **PORTLAND TUG** shall not be permitted to fuel its vehicles or any other vehicles on the POT property.

(6) Nothing herein is intended to create, nor shall it be deemed to be, a joint venture between the parties and **PORTLAND TUG** and its officers and employees shall at all times be an independent contractor to **CITY**.

4. **Parking.**

CITY shall provide up to ten (10) reserved parking spaces in a location at the POT designated by the **CITY,** such spaces to be used by **PORTLAND TUG** as employee parking. Notwithstanding the foregoing, the **CITY** reserves the right to relocate the reserved parking areas on the Terminal property upon no less than Twenty-Four (24) hours notice to **PORTLAND TUG**; and in particular, whenever the ferry operated by Nova Star Cruises is in port (and actively operating with passengers), currently approximately 7:00 p.m. to 9 p.m. daily, **PORTLAND TUG** will park in the nearby gravel Thames Street City Lot, and the **CITY** will provide **PORTLAND TUG** the necessary 'tags'for such parking in said Lot

5. **Rent.**

Rent for the Premises, that is, the Berthing, use of twelve hundred square feet of space in the POT Building and the ten (10) reserved parking spaces hereunder shall be payable in advance on the first day of each month of the term of this Lease Agreement. Said rent per month shall be as follows:

(a) Base Rent.

Berthing: A Base Rent of Two Thousand Thirty-Four Dollars ($2,034.00) per Pier Space per month for a total of Four Thousand Sixty-Eight Dollars ($4,068.00) per month for the period beginning July 1, 2014 through and including June 30, 2015.

Annual Rent Increases: The Base Rent for Berthing shall be increased each July 1st of each year during the Term of this Lease and any holding over periods by three percent (3%) per annum, such that the following schedule will be in effect:

Lease period	*Monthly Base Rent per Pier Space*
July 1, 2015 – June 30, 2016	$2,095.00 per month
July 1, 2016 – June 30, 2017	$2,158.00 per month
July 1, 2017 – June 30, 2018	$2,223.00 per month
July 1, 2018 – June 30, 2019	$2,289.00 per month

POT Space
And Parking: A Base Rent of Two Thousand Seven Hundred Fifty Dollars ($2,750) per month for the period beginning July 1, 2014 through and including June 30, 2015.

Annual Rent Increases: The Base Rent for POT Space and Parking shall be increased each July 1st of each year during the Term of this Lease and any holding over periods by three percent (3%) per annum such that the following schedule will be in effect:

Lease period	*Monthly Base Rent POT and Parking*
July 1, 2015 – June 30, 2016	$2,833.00 per month
July 1, 2016 – June 30, 2017	$2918.00 per month
July 1, 2017 – June 30, 2018	$3,005.00 per month
July 1, 2018 – June 30, 2019	$3,096.00 per month

(b) Security Fee. In addition to the Base Rent, **PORTLAND TUG** agrees to pay the **CITY** a Security Fee of Three Hundred Fifty Dollars ($350.00) per month. ***Such Security Fee may be adjusted from time to time to reflect the actual costs of providing adequate security to the Premises.*** **PORTLAND TUG** acknowledges that such security requirements and associated costs may increase significantly during times of emergency, crisis, threat, war, or as the result of new or revised local, state or federal laws, rules or regulations.

(c) Payment. **PORTLAND TUG** shall pay the Base Rent and any other fees in advance on the first (1st) day of each month.

(d) Late Charge. A late charge of two percent (2.0%) per month shall be charged and applied to any charge not paid within ten (10) days of when it is due hereunder. Collection costs, legal fees, and administrative costs associated with collection of late payments shall also be charged to **PORTLAND TUG**, who shall pay such costs within ten (10) days of receipt of a bill for such costs as additional rent.

(e) Security deposit. **PORTLAND TUG** shall provide in advance a Security Deposit in the amount of Five Thousand Dollars ($5,000.00) in U. S. funds in cash or a letter of credit in a form acceptable to **CITY**, which deposit the **CITY** may hold for ninety (90) days after the expiration or termination of this agreement and which the **CITY** may apply during or after the term of the Agreement to cover any damages to the Premises or any other expenses that may be incurred by the **CITY** directly relating to this Agreement, including but not limited to, any vessel recovery, vessel removal, or legal costs. All or portions of the Security Deposit may also be retained by the **CITY** as liquidated damages in the event of a default by **PORTLAND TUG**. The retention of the Security Deposit shall not limit or replace any other remedy available to **CITY** for breach of this Agreement. If at the outset of the term of this Lease CITY is holding any Security Deposit from a prior lease with **PORTLAND TUG**, such existing Security Deposit shall be used to fund, in whole or in part, the funding requirement in this subsection.

6. **Obligations of CITY.**

The **CITY** shall provide the following services:

a. Connections to these utilities, but the use thereof to be at **PORTLAND TUG**'s expense: i) water (only for ordinary drinking and cleaning, and for ballast and other shipside uses for **PORTLAND TUG'S** vessels only; ii) electricity

necessary for **PORTLAND TUG**'s normal business operations at the POT; and iii) sewer from facilities used by **PORTLAND TUG** within the buildings on the Premises. There shall be no 'pumping out' from vessels into the sewer connections so provided.

b. Maintenance and repair of the roof, exterior walls and structure of the building of which the Premises are a part in the same condition as they are at the commencement of the term or as it may be put in during the term of this Agreement, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of **PORTLAND TUG** or the employees, contractors, agents or invitees of **PORTLAND TUG**, in which case such maintenance or repair shall be at the expense of the **PORTLAND TUG** and **PORTLAND TUG** shall pay all costs therefor;

c. Maintenance of the Common Use Space, the exterior grounds of the POT, all portions of the POT (other than the Premises) which **PORTLAND TUG** is entitled to use pursuant to the terms of this Agreement, and more specifically, **CITY** shall plow and remove snow on the Maine State Pier sufficient to allow **PORTLAND TUG** to conduct its operations.

d. Notify **PORTLAND TUG** of any repairs, construction or other activities at the POT that will materially interfere with **PORTLAND TUG**'s use of any portion of the POT as permitted or required by this Agreement. Except in the case of an emergency as determined by the **CITY,** such notice shall be provided at least ten (10) days in advance of the commencement of such repairs, construction or other activities to the extent that the **CITY** has knowledge of the same in time to provide such notice.

7. **Obligations of PORTLAND TUG.**

PORTLAND TUG, at **PORTLAND TUG**'s expense shall:

a. Be responsible for the payment of any and all periodic charges for utilities it may require and consume and which are separately metered, including the cost of installation of any such utilities and separate metering, if required. Any utilities used by **PORTLAND TUG** which are not separately metered will be charged as a flat monthly fee which shall be based upon best estimated costs, plus labor and administration costs, to be mutually agreed upon by the parties by separate agreement. **PORTLAND TUG** shall pay all expenses relating to its use of telephone, cable television, computer and internet services, including but not limited to installation and periodic charges.

b. Maintain the entire Premises in the same condition and repair as it has on the commencement of this Agreement, except only for reasonable wear and tear and

damage caused by fire or other unavoidable casualty. **PORTLAND TUG** shall be responsible for furnishing and cleaning the Premises.

c. **PORTLAND TUG** will be responsible for proper handling, removal and disposal of trash and waste resulting from its use of the Premises at its own cost and expense. **PORTLAND TUG** is solely responsible for the collection, removal and disposal from the POT of any solid and liquid waste generated by **PORTLAND TUG** or any of its Fleet, said collection, removal and disposal to be in compliance with all applicable federal, state and local laws and regulations.

d. It shall be **PORTLAND TUG**'s sole responsibility to contract and pay for adequate rodent and pest control at the Premises, and shall provide for routine rodent and pest control services to the extent required as a result of its operations on or from the Premises.

e. Maintain in full force and effect the insurance coverage required below, and such fire and extended coverage or business interruption insurance for its own property or benefit as it may deem to be appropriate.

f. Notify the **CITY** in advance of any proposed alterations to the Premises. All such alterations are subject to the prior written approval of the **CITY**'s Director of Recreation and Public Facilities (the "Director").

g. In addition to other payments required herein, **PORTLAND TUG** shall pay and discharge punctually all generally applicable taxes and governmental assessments on any of **PORTLAND TUG**'s activities or property on the Premises or the Common Use Space. The parties understand and agree that there are no real property taxes to be assessed against the Premises leased hereunder and chargeable to **PORTLAND TUG**. **PORTLAND TUG** reserves the right to contest the imposition or amount of any such taxes or assessments by any means provided by law.

h. **PORTLAND TUG** shall be solely responsible for docking, undocking and securing of its Fleet and the safekeeping of its Fleet and all equipment at all times during the term of this agreement and while the Fleet may be at any **CITY** facility. **PORTLAND TUG** shall be solely responsible for the movement of the Fleet during the term of this Agreement and timely removal of the Fleet upon the termination or expiration of this Agreement.

i. **PORTLAND TUG** acknowledges that as of the date this Lease is executed, the pilings and camel-type fenders at the Premises are in satisfactory and reasonably good condition. **PORTLAND TUG** shall be solely responsible for repair or replacement of these **CITY** items, unless necessitated by ordinary use and wear and tear and age or damage caused by others.

j. Emergency/first aid plan. **PORTLAND TUG** shall provide to the Director and the Chief of the Fire Department a written emergency plan that will cover appropriate preparedness procedures and contacts in the event of an emergency or need for first aid or other medical assistance.

k. **PORTLAND TUG** shall provide **CITY** a list of all employees who need regular access to the POT and Premises. Such list shall include the full legal name of each person and each person's home address and contact information.

l. **PORTLAND TUG** acknowledges and agrees that portions of the Facility are open to general public access and that **PORTLAND TUG**'s Premises are particularly open and vulnerable to potential uninvited access or acts of vandalism. **CITY** makes no implied or actual representation as to the security of **PORTLAND TUG**'s Premises and property. **PORTLAND TUG** shall be fully responsible for providing its own security aboard its vessels at its own cost and expense, and shall hold the **CITY** harmless from any breaches of security or acts of vandalism, damage or destruction. **PORTLAND TUG**'s use of the Premises is solely at its own risk.

8. **Compliance with Laws.**

a. General: **PORTLAND TUG** shall, at its own cost and expense, promptly observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city governments, and of all other governmental authorities, including but not limited to those concerning environmental issues, noise and lighting, affecting the Premises or appurtenances thereto, while such laws or regulations are in force, regardless of when enacted. **PORTLAND TUG** shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of **PORTLAND TUG**'s failure to comply with the covenants of this Section, and such failure shall be deemed a default under this Agreement. **PORTLAND TUG** shall be responsible for obtaining all necessary permits and licenses required for its use and occupancy of the POT at its own cost and expense. **PORTLAND TUG** shall not play, nor permit to be played, any amplified music or broadcasts of any kind which result in any complaints from the public or from co-tenants at the POT in its operations hereunder, either at the POT or on water.

b. Security Rules: **PORTLAND TUG** shall, in its own expense, comply with all safety and security requirements in its operations hereunder. **PORTLAND TUG** further agrees that its officers, employees and agents shall abide by the provisions of the **CITY**'s Federal Facility Security Plan, and with any other security directives or policies that may be promulgated from time to time by the **CITY**, the State of Maine or by agencies of the Federal Government during the term of this Agreement, and the **CITY** agrees to provide **PORTLAND TUG** with copies of the same upon request to permit **PORTLAND TUG** to comply with their

terms. All **PORTLAND TUG** employees working at the POT shall obtain a Transit Worker Identification Credential (TWIC) and shall display such TWIC cards at all times when at the POT, whether within the Premises or on the Common Use Space. If required by the U.S. Coast Guard or other agency(ies) with appropriate jurisdiction, **PORTLAND TUG** shall create its own Facility Security Plan. **PORTLAND TUG** shall promptly pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of **PORTLAND TUG**'s (including its officers, volunteers and employees) failure to comply with the covenants of this paragraph, and such failure shall be deemed a default under this Agreement.

9. **Signage.**

PORTLAND TUG shall have the right to have signage in the Premises, which signage shall be approved by the Director and shall be at **PORTLAND TUG**'s sole cost. Installation of such signage shall be done by the **CITY** or by a contractor acceptable to the **CITY**, at **PORTLAND TUG**'s cost. General signage for the Common Use Space, and the parking lot at the POT, shall be provided and installed by the **CITY**, at **CITY**'s cost. All signage shall be installed and maintained in accordance with all applicable local and state governmental codes.

10. **Indemnification.**

a. General. To the fullest extent permitted by law, **PORTLAND TUG** shall at its own expense defend, indemnify, and hold harmless the **CITY**, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to **CITY** employees or property) resulting from or arising out of any act or omission of **PORTLAND TUG**, its officers, agents, servants, employees, or invitees, or anyone for whom **PORTLAND TUG** may be legally liable, including but not limited to claims based upon violation of any environmental law or regulation.

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

b. In addition to the foregoing, to the fullest extent permitted by law, **PORTLAND TUG** hereby agrees to assume all risk of injury, harm or damage to any person or

property (including but not limited to all risk of injury, harm or damage to **PORTLAND TUG**'s officers, agents, employees, contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the POT property or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the CITY harmless from any such liability, claims, damages, losses or expenses.

c. It shall be **PORTLAND TUG**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the federal, state or local government, and **PORTLAND TUG** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **PORTLAND TUG** and arising out of any breach of said security requirements by **PORTLAND TUG,** its officers, agents, employees, customers, invitees, subtenants, contractors, subcontractors or anyone for whose act **PORTLAND TUG** may be liable.

d. Covenant against liens: **PORTLAND TUG** shall not cause or permit any lien against the CITY's property or any improvements thereto to arise out of or accrue from any action or use thereof by **PORTLAND TUG** and shall hold the **CITY** harmless therefrom; provided, however, that **PORTLAND TUG** may in good faith contest the validity of any alleged lien. Upon request of the **CITY**, **PORTLAND TUG** shall post a bond warranting payment of any such lien in the event **PORTLAND TUG** contests such lien.

e. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

11. <u>Insurance</u>.

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

Description	Coverage	Each Occurrence
(i) Commercial General Liability, including Broad Form Property Damage	B.I./P.D.	$2,000,000
(ii) Protection & Indemnity insurance		$2,000,000
(iii) Worker's Compensation, LHWCA and/or Jones Act or other marine employee insurance, such that all employees are covered		At least Maine or other statutory requirements and limits

b. City Protected. The **CITY** shall be named as an additional insured under items (i) and (ii) above. **PORTLAND TUG** shall provide evidence of Workers Compensation coverage in the statutory amounts.

c. Notice to CITY. All policies of insurance required herein shall be in a form and issued by a company or companies satisfactory to the **CITY**, and approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the **CITY**. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, **PORTLAND TUG** shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement.

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

d. Certificates. Certificates or other evidence of insurance coverages required of **PORTLAND TUG** in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to use of the Premises. Such certificate or certificates shall at all times while this Agreement is in effect provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the

City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable.

e. Property Insurance. **PORTLAND TUG** shall procure and maintain, at its option and election, such all risks fire and casualty insurance covering its property on the Premises as it deems necessary.

12. **Assignment/Subletting.**

PORTLAND TUG shall not sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the original or any extended term of this Agreement without the prior written approval of **CITY**, which may be granted or withheld in **CITY**'s discretion. No such assignment or subletting shall relieve **PORTLAND TUG** of any obligations hereunder and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefore in the same manner as **PORTLAND TUG**.

13. **Casualty Damage.**

a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by **PORTLAND TUG**. Provided, however, in the event of such destruction or damage, either **CITY** or **PORTLAND TUG** shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Agreement shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to **PORTLAND TUG**.

b. Anything in this Agreement to the contrary notwithstanding, **CITY** and **PORTLAND TUG** each hereby release the other and the other's officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the releasor's property caused by fire or other peril of the type generally covered by extended coverage endorsements, whether or not the releasor actually carries such insurance coverage and even if such fire or other peril shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

14. **Termination for Convenience or Cause.**

a. Either party may, in its discretion and for its convenience, terminate this Agreement upon no less than thirty (30) days prior written notice to the non-terminating party, which notice shall not be required to coincide with a rental period. In the event of termination during a rental period, **CITY** will reimburse to **PORTLAND TUG** the pro-rated amount paid in rent for any time period after the effective date of the termination; provided, however, that **PORTLAND TUG** shall remain liable to pay any Rent accrued and owed for the time period prior to the effective date of termination.

b. Either party may terminate this Agreement upon no less than thirty (30) calendar days' prior written notice for failure of the non-terminating party to comply with the terms and conditions of this Agreement. In such event, the non-terminating party shall have the right to cure such default within the thirty (30) day period, or in the case of default in any payment due hereunder, within ten (10) calendar days of receipt of notice of such default. Such notice of default shall not be required to coincide with a rental period.

c. Upon any termination of this Lease, **PORTLAND TUG** shall quit and surrender to **CITY** the Premises in accordance with the provisions of Section 15 hereof. If this lease is terminated, **PORTLAND TUG** shall remain liable to **CITY** for all Rent accrued and unpaid up to the date of such termination. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of this Agreement or termination of this Agreement.

15. **Return of Premises.**

PORTLAND TUG at the expiration or termination of this Agreement shall peaceably yield up to **CITY** the Premises in safe, secure, broom clean condition, good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties excepted. **PORTLAND TUG** shall remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by **PORTLAND TUG** at its expense. Should **PORTLAND TUG** fail to remove its fixtures, equipment or property within Thirty (30) days of a notice to do so from **CITY**, ownership of such fixtures, equipment and property shall automatically be vested in **CITY** and **CITY** have the right dispose of such fixtures, equipment and property in any manner it sees fit, and retain all proceeds therefrom. Notwithstanding the foregoing, **PORTLAND TUG** shall continue to be liable to **CITY** for the costs of any such removal and disposal in excess of any such proceeds. All obligations of **PORTLAND TUG** in this section shall survive termination or expiration of this Agreement.

16. **Covenants.**

CITY covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the term of this Agreement. Each party covenants that the Agreement is signed by a duly authorized individual. Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Agreement shall bind and inure to the benefit of **CITY** and **PORTLAND TUG** and their respective successors, and assigns.

17. **Notices.**

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

To **PORTLAND TUG**:

PORTLAND TUGBOAT, LLC
P.O. Box 480
Belfast, Maine 04915
Attn: Brian Fournier
Copy to: Buckley McAllister

To **CITY**: Mark H. Rees
City Manager
389 Congress Street
Portland, Maine 04101
cc: Director of Facilities Management
[same address]

18. **Amendment.**

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

19. **Governing Law.**

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

20. **Force Majeure.**

Neither **PORTLAND TUG** nor **CITY** shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

21. **Non-Waiver.**

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

22. **Right to Enter and Inspect**.

CITY, by its authorized officers, employees, or agents, shall have the right, at such times as may be reasonable under the circumstances and with as little interruption of **PORTLAND TUG**'s operations as is reasonably practicable, to enter upon and in the Premises and Fleet without charge to inspect the same to determine compliance with City ordinances and the terms of this **AGREEMENT**.

23. **Partial Invalidity.**

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

24. **Entire Agreement.**

In entering into this **Agreement**, both the **CITY** and **PORTLAND TUG** each warrant that it has not acted in reliance on any statement of representation made by any employee, officer, director or counsel of the other, which statement or representation is not stated herein. This **Agreement** expresses the entire understanding and all agreements of the **CITY** and **PORTLAND TUG** with each other in regard to use and lease of the POT. This **Agreement** may be modified only by a written amendment signed by both parties.

25. **Brokers.**

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

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Lease Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and **PORTLAND TUGBOAT, LLC** has caused this Lease Agreement to be signed and sealed by Brian J. Fournier, its President, thereunto duly authorized, the day and date first above written.

WITNESS:

_____

CITY OF PORTLAND

By: _____
Mark H. Rees
Its City Manager

WITNESS:

_____

PORTLAND TUG, LLC

By: _____
Brian J. Fournier
Its President

Approved as to form:

_____
Corporation Counsel's Office

Approved as to funds:

_____
Finance Department

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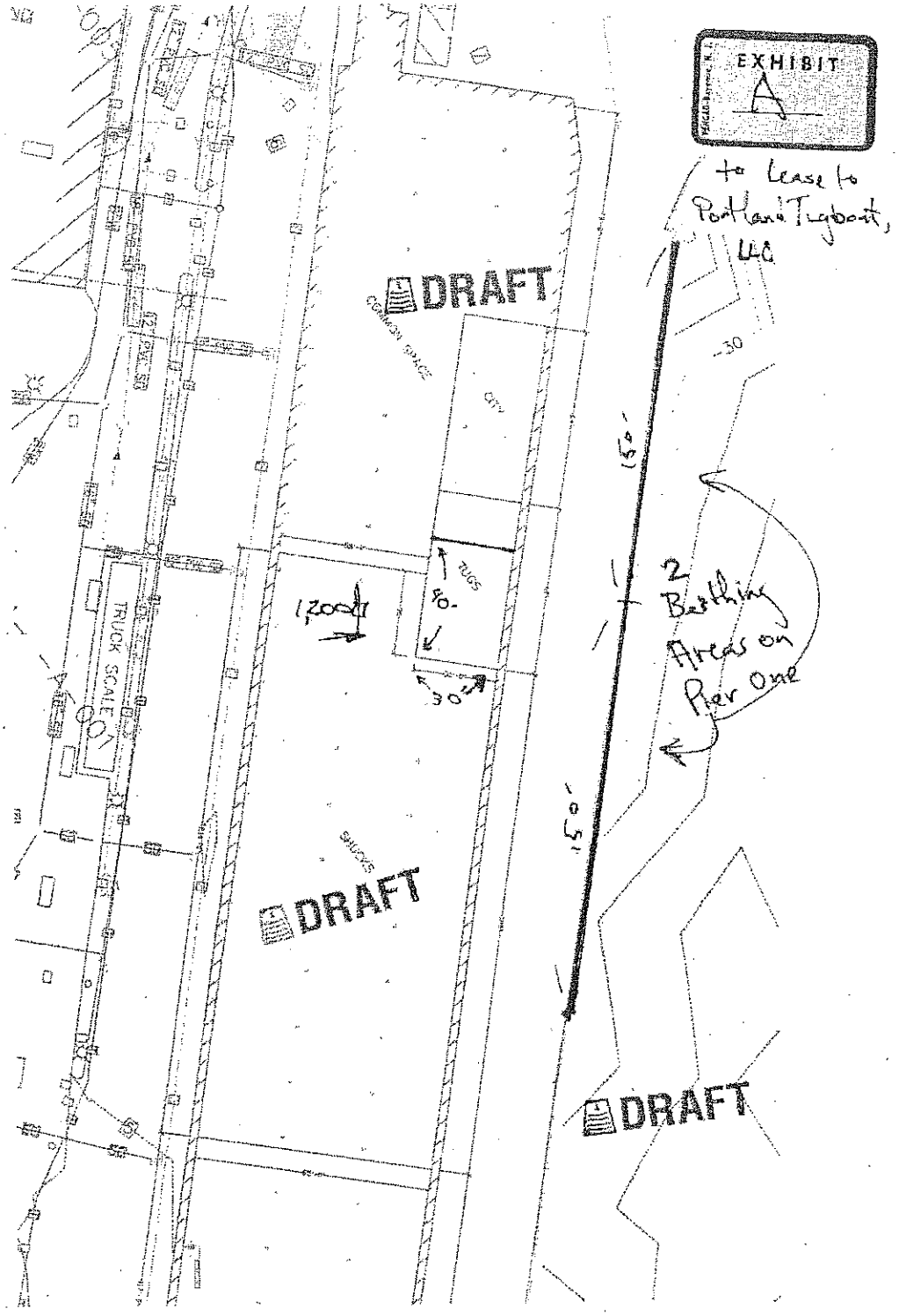
EXHIBIT
A
to Lease to Portland Tugboat, LLC
DRAFT
COMMON SPACE
CITY
TUGS
80'
30'
1,200 ft
TRUCK SCALE
SHOPS
DRAFT
150'
150'
2 Berthing Areas on Pier One
DRAFT

Order 278-13/14
Tab 28 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING REVISIONS IN THE SCOPE OF SERVICES FOR THE HEALTHCARE FOR THE HOMELESS PROGRAM

ORDERED, that in our interim capacity as the Healthcare for the Homeless Board of Directors, we hereby approve the Revisions in the Scope of Services for the Health Care for the Homeless Program substantially as described in the information attached hereto as Attachment 1.

Attachment 1

Healthcare for the Homeless (HCH) is required to have a scope of service that is reflective of its most recent approved grant application. For HCH, the Health Resources and Services Administration (HRSA) defines that as calendar year 2013. Minor housekeeping changes are needed to accurately reflect services provided directly or indirectly, including but not limited to:

- removing obstetrical care and transportation from Column I (Grantee Provides directly);
- removing diagnostic lab, x-ray, and pharmacy from Column II (Formal contract-Grantee pays for service);
- removing voluntary family planning, immunizations, preventive dental, health education, outreach, transportation, translation, emergency dental services, recuperative care, occupational care, physical therapy and podiatry from Column III (Formal referral arrangement-Grantee does not pay).
- Adding Recuperative care to Column II (Formal contract-Grantee pays for service).

See Exhibit 1 attached hereto.

EXHIBIT 1

questions/comments

REQUIRED SERVICES

SERVICE TYPE	MODE OF SERVICE PROVISION I. Directly by Grantee	II. Formal Written Agreement (Grantee Pays for service)	III. Formal Referral Arrangement (Grantee DOES NOT pay)
Clinical Services			
General Primary Medical Care [1]	X		
Diagnostic Laboratory [1]	X	X	X
Diagnostic X-Ray [1]		X	X
Screenings			
• Cancer [1]	X		
• Communicable Diseases [1]	X		X
• Cholesterol [1]	X		
• Blood Lead Test for Elevated Blood Lead Level [1]	X		
• Pediatric Vision, Hearing, and Dental [1]			X
Emergency Medical Services [1]			X
Voluntary Family Planning [1]	X		X
Immunizations [1]	X		X
Well Child Services [1]			X
Gynecological Care [1]	X		X
Obstetrical Care [1]	X		X
Prenatal and Perinatal Services [1]			X
Preventive Dental [1]	X		X
Referral to Behavioral Health [1]			X
Referral to Substance Abuse [1]			X

Referral to Specialty Services [1]			X
Pharmacy [1]	X	X	X
Substance Abuse Services (Required for HCH Programs):			
• Detoxification [1]			X
• Outpatient Treatment [1]	X		
• Residential Treatment [1]			X
• Rehabilitation (Non Hospital Settings) [1]			X
Non Clinical Services			
Case Management			
• Counseling/Assessment [1]	X		X
• Referral [1]	X		
• Follow-Up/Discharge Planning [1]	X		X
• Eligibility Assistance [1]	X		X
Health Education [1]	X		X
Outreach [1]	X		X
Transportation [1]	X	X	X
Translation [1]	X	X	X
Substance Abuse Services (Required for HCH Programs):			
• Harm/Risk Reduction (e.g., nicotine gum/patches, educational materials) [1]	X		X

[1] Service is a part of ARRA related grant.

questions/comments

ADDITIONAL SERVICES

SERVICE TYPE	MODE OF SERVICE PROVISION		
	I. Directly by Grantee	II. Formal Written Agreement (Grantee Pays for service)	III. Formal Referral Arrangement (Grantee DOES NOT pay)
Clinical Services			
Urgent Medical Care [1]	X		X
Dental Services - Restorative [1]	X		X
Dental Services - Emergency [1]	X		X
Behavioral Health - Treatment/Counseling [1]	X		X
Behavioral Health - Development Screening [1]	X		X
Behavioral Health - 24-Hour Crisis [1]			X
Substance Abuse Services [1]	X		X
Recuperative Care	X		X
Environmental Health Services [1]	X		
Occupational Therapy [1]			X
Physical Therapy [1]			X
TB Therapy [1]	X		X
Podiatry [1]			X
Other Clinical-Services-Parenting Education [1]			X
Other Clinical-Services-other Mental health [1]	X		X
	X		

Other Clinical-Services-Vision Screening [1]		
Other Clinical-Services-24-Hour coverage	X	
Other Clinical-Services-Diagnostic Tests/Screens [1]	X	X
Other Clinical-Services-Case Management [1]	X	
Other Clinical-Services-Other substance abuse [1]		X
Other Clinical-Services-Nursing Home and Other placement [1]		X
Other Clinical-Services-Homemaker/Aide [1]		X
Other Clinical-Services-Home Vists [1]		X
Other Clinical-Services-Specialty [1]	X	X
Other Clinical-Services-hearing screening [1]	X	
Non Clinical Services		
WIC [1]		X
Nutrition (not WIC) [1]	X	X
Child Care [1]		X
Housing Assistance [1]	X	X
Employment and Education Counseling [1]		X
Food Banks/Meals [1]		X
Other Non-Clinical Services-Follow Hospitalized Patients	X	X
Other Non-Clinical Services-Following Hospitalized Patients [1]	X	X

[1] Service is a part of ARRA related grant.

Julie Alfred Sullivan, MPH, MBA
Director, Public Health Division

TO: Ed Suslovic, Chair and Members of the Public Safety, Health and Human Services Committee
FROM: Kathi Fortin, Program Manager, Portland HCH Program
DATE: June 5, 2014
SUBJECT: Request for Approval

Because the City Council serves as the interim governing body for the Portland Health Care for the Homeless Program (HCH), we respectfully request approval of the following:

Change in Scope of Service

HCH is required to have a scope of service that is reflective of its most recent approved grant application. For us, the Health Resources and Services Administration (HRSA) defines that as calendar year 2013. Minor housekeeping changes are needed to reflect services provided directly prior to 2013 that may now be provided by contract. Governing body approval is required to submit changes in scope. HRSA continues to require these changes despite our closure status.

Billing, Credit and Collection Policy and Procedures

HCH is required to have Council approved billing, credit and collection policies and procedures in accordance with Health Center Program Requirement Number 13 (Billing and Collections). Written billing, credit and collection policies and procedures exist for the City of Portland and the Public Health Division; however, HRSA requires there to be policies and procedures specific to the HCH Program. Despite our closure status, HRSA requires Council approval of this policy.

Thank you.

Attachment:
HCH Billing, Credit and Collection Policy and Procedures

Order 279-13/14
Tab 29 6-16-14

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING BILLING, CREDIT AND COLLECTION POLICY AND PROCEDURES FOR THE HEALTHCARE FOR THE HOMELESS PROGRAM

ORDERED, that in our interim capacity as the Healthcare for the Homeless Board of Directors, we hereby approve the Billing, Credit and Collection Policy and Procedures for the Health Care for the Homeless Program in substantially the form attached hereto.

Public Health Prevent. Promote. Protect. Portland Public Health Division	Title	**Billing, Credit & Collection Policy & Procedure**
	Responsibility	HCH Program Manager
	City Council Approval	
	Council Committee Approval	6/10/2014
	Internal QA/I Approval	Not applicable
	Review/Revision Dates	
	Original Effective Date	
	File Location	Finance and Administration

It is the policy of the Portland Health Care for the Homeless Program (HCH) to maximize reimbursement by establishing billing and collection procedures to ensure patient encounters are processed in an accurate and timely manner.

Fee Schedule

HCH shall prepare a schedule of fees for the provision of services that is consistent with locally prevailing rates and designed to cover the reasonable cost of operation. The fee schedule is reviewed no less than annually.

Third-Party Payers

Eligible HCH providers shall become participating members of third-party payers such as Medicare, Medicaid and any other public or private insurance appropriate for the population served. Unless specified by contract, all third-party payers shall be billed the full charge for services rendered (no discount).

Self-Pay (Patient Responsible)

In accordance with federal regulation and the HCH Financial Access Policy, no person shall be denied services based on ability to pay. Ability to pay is determined by annual income and family size according to the most recent U.S. Department fo Health & Human Services Federal Poverty Guidelines. No discounts shall be provided to patients with incomes over 200% of the federal poverty guidelines.

Patient payments are due at the time services are rendered; however, many of the people served by HCH do not have financial resources to pay a nominal fee. Ability to pay shall not be a barrier to care.

Self-pay balances, where applicable, will be billed every 30 days up to a maximum of 180 days. If payment is not received within this timeframe, patient balances shall be sent to a collection agency or written off as bad debt at the discretion of the program manager.

Third-Party Billing Company

The City of Portland, Public Health Division contracts with ACS, a third-party billing company (billing company), to assist with revenue cycle management including electronic billing, posting payments and adjustments, researching claim denials, and rebilling as appropriate.

Procedures

Encounter Forms (Fee Tickets)
For each face-to-face encounter, clinicians shall indicate services provided, defined by appropriate diagnosis and/or procedure codes, on the encounter form. Clinicians are also expected to accurately document services provided in the patient health record. Encounters are expected to be completed daily.

Charge Entry
Using the encounter form as the source document, front office staff shall enter services provided in NextGen, the program management software, within 24 hours of the date of service.

Third-Party Payments
All third-party payments (check or electronic transfer) are received by the Public Health Division Accountant. The payment and associated explanation of benefits (EOB) are scanned and forwarded to the billing company. The billing company posts payment and adjustments within five business days of receipt.

Self-Pay Payments
HCH Front Office will:
1. Collect payment; write payment amount on the encounter form.
2. Provide a receipt of payment to the patient.
3. Document payment on the Daily Cash Report and ensure that the payment is secured in the designated area.
4. Perform charge entry; post payment in NextGen.
5. Reconcile the Daily Cash Report and transport payments to Public Health Division Accountant for processing each business day.

Refunds
If it is determined that an overpayment has occurred, refunds will be processed in accordance with contractual requirements for each third-party payer. Self-pay overpayments shall be processed as soon as possible after the overpayment has been discovered.

Denials
The billing company will research denied claims, correct as appropriate and resubmit claims for processing. HCH Front Office will assist billing company in researching denied claims as needed.

In the event that a patient has an additional third-party payer (like dually eligible Medicare/Medicaid); the denied claim will be submitted to the secondary payer.

References/Sources:
1. HCH Financial Access Policy (approved 10/21/2013)
2. Section 330(k)(3)(F) and (G) of the PHS Act, Title XVIII of the Social Secruity Act (Medicare), and 42 CFR Parts 405 and 491.

Order 280-13/14
Tab 30 6-16-14

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ORDER MAKING CLINICAL STAFF APPOINTMENTS FOR THE HEALTHCARE FOR THE HOMELESS PROGRAM

ORDERED, that in our interim capacity as the Healthcare for the Homeless Board of Directors, we hereby approve the appointments for the Health Care for the Homeless Program as follows:

For Initial Appointment (Credentialing and Privileges) to the Healthcare for the Homeless Clinical Staff:

- Moskin, Ava, MD
- Rice, Annie, PA
- Leonard, Lawrence, MD

For Re-Appointment to the Healthcare for the Homeless Clinical Staff:

- Bonham, Shuli, MD
- Fultz, Jennifer, DDS
- Gardner, Anna, LADC, LPC
- Nappi, Erica, LADC, LPC

Public Health Prevent. Promote. Protect. Portland Public Health Division	TO:	Ed Suslovic, Chair and Members Public Safety, Health and Human Services Committee
	FR:	Shuli Bonham, MD, Medical Director Kathi Fortin, Program Manager
	DT:	5/29/2014
	RE:	Formal Appointment HCH Credential and Privilege Requests

Because the City Council serves as the interim governing body for the Portland Health Care for the Homeless Program (HCH), it approved the HCH Credential and Privilege Policy and Procedure in November 2013. In accordance with that policy, the City must also officially appoint all licensed independent practitioners. We respectfully request the following:

A. Initial Appointment (Credentialing and Privileges)
In accordance with the approved policy and procedure, documentation has been reviewed and verified. The Medical Director and the Program Manager recommend that the following clinicians be formally appointed to the HCH Clinical Staff:

- Moskin, Ava, MD
- Rice, Annie, PA
- Leonard, Lawrence, MD

B. Re-Appointment
In accordance with the approved policy and procedure, documentation has been reviewed and verified. The Medical Director and the Program Manager recommend that the following clinicians be formally re-appointed to the HCH Clinical Staff:

- Bonham, Shuli, MD
- Fultz, Jennifer, DDS
- Gardner, Anna, LADC, LPC
- Nappi, Erica, LADC, LPC